Regular Plan Commission Meeting

Meeting Notice and Agenda

Village of Cross Plains
2417 Brewery Road, PO Box 97
Cross Plains, WI 53528
(608) 798-3241

Monday, February 2, 2015
7:00 pm

I. Call to Order, Pledge of Allegiance, and Roll Call

II. Public Comment – This is an opportunity for anyone to address the Plan Commission on any issue NOT on the current agenda. *Please observe the time limit of 3 minutes.* While the Plan Commission encourages input from residents, it may not discuss or act on any issue that is not duly noticed on the agenda.

III. General Business

1. Discussion and action regarding minutes of regular meeting held December 1, 2014.

2. Consideration of a request from Northwest Dane Senior Services for a Conditional Use Permit as an Indoor Institutional use located at 1837 Bourbon Road.

a. Public Hearing

b. Discussion and action to make a recommendation to the Village Board

3. Discussion and action to make a recommendation to the Village Board regarding a request from Douglas Schwartz located at 1841 Bourbon Road to create condominiums according to Section 83.05.

V. Adjournment

This meeting notice constitutes an official meeting of the above referenced group and was posted in accordance with all applicable laws related Open Meetings Law. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information. No action will be taken by any governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information or to request this service, contact the Village Hall at (608) 798-3241 or matt@cross-plains.wi.us.

Village of Cross Plains
PO Box 97, 2417 Brewery Road
Cross Plains, WI 53528
Phone: (608) 798-3241
Fax: (608) 798-3817

Memorandum

To: Plan Commission
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer
Date: January 29, 2015
Re: Plan Commission meeting – **February 2, 2015**

III. General Business

1. Discussion and action regarding minutes of the regular meeting held December 1, 2014 – For approval.

2. Consideration of a request from Northwest Dane Senior Services for a Conditional Use Permit as an Indoor Institutional use located at 1837 Bourbon Road.

a. Public Hearing – A public hearing is required prior to the consideration of any Conditional Use Permit. Once closed, the Plan Commission may conduct its review and make its recommendation.

b. Discussion and action to make a recommendation to the Village Board – NWDSS is proposing to move its Black Earth operation to Cross Plains in its entirety. They will locate within vacant commercial space on Bourbon Road. The written report plus appendices are included within your packet for review. Village Staff recommends adoption of this permit as presented following review by the Plan Commission.

3. Discussion and action to make a recommendation to the Village Board regarding a request from Douglas Schwartz located at 1841 Bourbon Road to create condominiums according to Section 83.05 – In order for the NWDSS to acquire the space they need to relocate, it must be subdivided into condominium space. Similar to residential property, commercial property can split into owner occupied condo where each entity owns their portion of the property as defined on the plat and share in space as defined in their agreement. Included within your packet is the Articles of Organization, Statement of Authority, Owners Association Bylaws, Condominium Plat, and Declaration documents. The Village Attorney has reviewed these documents and they are in compliance with Village code requirements. Following review, Village Staff recommends adoption.

Regular Plan Commission Meeting

Meeting Minutes

Village of Cross Plains
2417 Brewery Road, PO Box 97
Cross Plains, WI 53528
(608) 798-3241

Monday, December 1, 2014
7:00 pm

I. Call to Order, Pledge of Allegiance, and Roll Call

President Andreoni called the regular Plan Commission meeting to order at 7:02 pm.

Present: Commissioners Doug Brunner, Todd DuQuette, Mitch Hogan, Randy Case, Ron Hilmanowski, Judy Ketelboeter and President Pat Andreoni.

II. Public Comment

1. David Allen of 2905 Esser Street introduced himself to the Commission and stated he was working with other community members to purchase the property adjacent to Baer Park to construct additional baseball diamonds.

III. Consent Agenda – A motion was made by Commissioner Brunner, seconded by Commissioner DuQuette, and unanimously carried by the Plan Commission to approve the consent agenda as follows:

1. Discussion and action regarding the minutes of the regular meeting held November 3, 2014.

2. Recommendation of approval to the Village Board regarding a Certified Survey Map request from Joseph G. Kuhn of Soleil Development Corp. for Lots 1 and 2 of the Autumn Pond Subdivision in the Town of Springfield.

3. Recommendation of approval to the Village Board regarding a rezoning request within the Village extraterritorial jurisdiction from James P. Garfoot of 9234 Jim Garfoot Circle in the Town of Cross Plains from RH-2 (Rural Homes District) to RH-1 (Rural Homes District) in order to create one residential lot.

IV. General Business

1. Consideration of an Ordinance to repeal the existing Zoning Map dated July 26, 1999 and adopt a new Zoning Map dated January 1, 2015 for the Village Zoning Code (Chapter 84).

a. Public Hearing – A motion was made by Commissioner Hogan, seconded by Commissioner Brunner and unanimously carried by the Plan Commission to open the Public Hearing at 7:05 pm.

1. Mike Slavney of Vandewalle provided a memo of the final changes to the map and reviewed the changes on the proposed map.

A motion was made by Commissioner DuQuette, seconded by Commissioner Brunner, and unanimously carried by the Plan Commission to close the Public Hearing at 7:23 pm.

b. Discussion and action to make a recommendation to the Village Board – Commissioner Case made a motion, seconded by Commissioner Brunner and unanimously carried by the Plan Commission to repeal the existing Zoning Map dated July 26, 1999 and to adopt the new Zoning Map dated January 1, 2015 with the following changes:

1. Changed 2106 Market Street to (MSMU) Main Street Mixed Use.
2. Changed 2109 Water Street to (MSMU) Main Street Mixed Use.
3. Changed 1861-1869 and 1845 Ludden Drive to (BP) Business Park.
4. Changed 7000 Laufenberg Blvd to (SR-4) Single Family Residential – 4.
5. Changed 400 St. Francis Court to (SR–4) Single Family Residential – 4.
6. Changed 3001 Allie's Lane to (SR-4) Single Family Residential – 4.
7. Changed 2956 Thinnes Street to (DR-6) Duplex Residential -6.
8. Changed 1870 and 1880 Market Street to (C) Conservation; and
9. Changed the properties on the north side of Bourbon Road, east of Market Street and south of the Black Earth Creek from (LI) Light Industrial to (BP) Business Park.

2. Discussion and action to make a recommendation to the Village Board regarding the conveyance of an easement from the Village to Madison Gas & Electric located at 1802 Main Street – A motion was made by Commissioner Brunner, seconded by Commissioner DuQuette, and unanimously carried by the Plan Commission to recommend approval to the Village Board regarding the conveyance of an easement from the Village to Madison Gas & Electric located at 1802 Main Street.

3. Discussion and action to make a recommendation to the Village Board regarding a proposed Certified Survey Map request from Milestone Senior Living located at 1870 Market Street – A motion was made by Commissioner Brunner, seconded by Commissioner Ketelboeter, and unanimously carried by the Plan Commission to recommend approval to the Village Board regarding the proposed Certified Survey Map request from Milestone Senior Living located at 1870 Market Street, and to recommend the Village Board allow Milestone to name the parcel they were donating to the Village.

V. Adjournment

A motion was made by Commissioner DuQuette, seconded by Commissioner Brunner, and unanimously carried by the Plan Commission to adjourn the meeting at 7:44 pm.

Pursuant to law, written notice of this meeting was given to the public and posted on the public bulletin boards in accordance with Open Meetings Law.

Respectfully submitted,

_____

Thomas E. Malone
Assistant Village Administrator

Village of Cross Plains
PO Box 97, 2417 Brewery Road
Cross Plains, WI 53528
Phone: (608) 798-3241
Fax: (608) 798-3817

Memorandum

To: Plan Commission
From: Matthew G. Schuenke, Village Administrator/Clerk-Treasurer
Date: January 29, 2015
Re: **Northwest Dane Senior Services** – Conditional Use Permit Request

Executive Summary

The Village is in receipt of a request from Northwest Dane Senior Services (NWDSS) to locate their Black Earth facility within an existing facility located at 1837-1841 Bourbon Road. The property is located within the Community Mixed Use (CMU) District and conditionally allows for NWDSS as an "Indoor Institutional" Use. The space within the facility they will be using is currently vacant and the space next door is occupied by a telecommunications business. This memorandum will summarize the request by reviewing the submittals against the relevant sections of the Zoning Code.

Project Background

The facility was constructed in 1997-1998 as the new home for what is now Innovation Technologies Worldwide that was located in the current Village Hall/Police Department building. This use occupied half the space while the remaining half of the facility housed the Dane County offices for Social Services. Dane County has vacated this space for several years and it has never been filled by a new occupant. The property owner is moving forward with plans to turn the building into two condominiums allowing for Innovation to retain ownership of its half of the building and for NWDSS to own its share of the facility. NWDSS has been offering senior services as a not for profit entity out of its offices in Black Earth since 1975 serving the areas including and surrounding Cross Plains, Black Earth, and Mazomanie. They specialize in providing activities specialized for seniors as well as providing meals and transportation services. The acquisition of this new space allows the organization to move their existing operation into a larger space that is more accommodating to the growth they have experienced. Enclosed with this memorandum as Appendix A is their application for a Conditional Use Permit as required by the Zoning Code.

Code Review

Section 84.35 – CMU Community Mixed Use District (Appendix B)

The CMU District is intended to provide a wide range of large and small scale office, retail, service, and lodging uses that are compatible with the desired community character. The Village of Cross Plains has funded the largest amount of the local government partners over the years recognizing the benefits their services offer to the senior community. By definition, NWDSS is a Community Center that is allowed conditionally as an Indoor Institutional Use

(Section 84.35(c)(6)). The building footprint and parking lot dimensions are not scheduled to change and are generally in compliance with the lot requirements within the code. The project as proposed appears to meet all aspects of the CMU Zoning District for existing facilities as presented to the Plan Commission.

Section 84.57 – Institutional Land Uses (Appendix C)

This portion of the code defines the parking requirements necessary to support the use requested. The calculation for NWDSS indicates that 25 parking spaces will be needed to support the users, employees, and volunteers. There are presently 27 marked spaces on site that could be 40 if restriped. It should be noted that NWDSS reports that some luncheon events host in excess of 100 attendees which will require parking to spill over onto Bourbon Road. This is one of our main thorough fares in the Village and may not be compatible with the added congestion from the parking not currently experienced. The information provided is acceptable to meet the code; however, the applicant should be required to restripe the parking lot as listed in their application and encouraged to reach agreement with neighboring property owners for off street parking in order to limit on street usage.

Section 84.161 – Conditional Uses (Appendix E)

The proposal is to locate an Indoor Institutional Use (i.e. – NWDSS) within an existing facility as allowed through a conditional use permit. There are certain uses defined within the code, which because of their unique characteristics make them impractical to predetermine their permissibility. In these cases, specific standards, regulations, and/or conditions may be established by the Plan Commission and Village Board upon review of a request for a Conditional Use Permit. The application is included with this memorandum as Appendix A. Please note that the standards by which a conditional use permit must meet are listed in Section 84.161(e)(3)(a)-(e). A Class I notice was published on January 22nd in the News Sickle Arrow as notification of the meeting and public hearing. Notices were also distributed to property owners within 100 feet of the property. The application is sufficient to meet the requirements of the code in order for the Plan Commission to hold the hearing, conduct its review, and consider any conditions.

Recommendation

Village Staff recommends holding the public hearing, reviewing the application, and making a recommendation to the Village Board for their consideration.

<u>Appendices</u>

Appendix A – Application for Conditional Use Permit, Site Plan, and Other Submittals

Appendix B – Section 84.35: CMU Community Mixed Use District

Appendix C – Section 84.57: Institutional Land Uses

Appendix D – Section 84.161: Conditional Use

Appendix A

Application for Conditional Use Permit
Northwest Dane Senior Services, Inc.
Date of Submission: January 22, 2015

I. Property Description:

Currently: Lot Three (3) of Certified Survey Map No. 5788, recorded in the Dane County Register of deeds office in Volume 27 of Certified Survey Maps, Page 172 as Document No. 2130571, in the Village of Cross Plains, Dane County, Wisconsin.

Proposed: Unit 1, Bourbon Road Business Condominium in the Village of Cross Plains, Dane County, Wisconsin.

Parcel Nos. Currently: 070703298731
Address: 1837 Bourbon Rd., Cross Plains

Current Owner: Douglas & Laurel Schwartz

Authorized Agent for purposes of this Application: Northwest Dane Senior Services, Inc., by Kay Millonzi, attorney-in-fact.

See attached Exhibits:
A: Original Certified Survey Map;
B: Last available Floor Plan;
C: Proposed Condominium Plat;
D: Aerial photo

II. Zoning description

Current zoning classification: *as of 12/31/14 zoning code adoption:* Community Mixed Use.

Proposed Conditional Use: Indoor Institutional. Northwest Dane provides case management, mobile and congregate meals, wellness and social activities for seniors ages 60+ and intends in the future to offer an Adult Day Center on the 2nd floor of the property. Business hours expected: 7:30-5:00. Typical largest occupancy during normal daily operations is 25-30 for lunch offered on site. Northwest Dane has five employees, 2-4 volunteers are on site at various times of the week. Capacity rating for building not known, but special occasion events may result in up to 100 attendees. Shuttle service is utilized to transport 15-20.

No immediate changes are intended to the current building exterior or structure. Future changes are intended to include the addition of an elevator and reconfiguration of internal non-structural room dividing walls. Northwest intends to reconfigure two or three walls

and move the current first floor kitchen back to the original locations. An elevator will be installed as soon as financing is available. Exhibit B is the most recent available professionally drawn floor plan in our possession. Exhibit E is a hand drawing of the current configuration. Future changes intended are installation of an elevator in the location of the small office to the left of the staircase near the main entrance; moving the "lunch" room/kitchen to its original location on Exhibit B; and removing the wall separating the two large rooms on the first floor, to allow for one large meeting space. Second floor changes anticipated at this time are removal of the divider wall directly in front of the fireplace. Signage is intended and will be submitted for approval under the Village's sign permitting process.

See Exhibit C & D for parking areas and spaces serving the property. Total non-warehouse space in the building is approximately 5246 sq ft (counting both floors). Warehouse space on first floor is approximately 2013 sq ft.. The condominium conversion taking place concurrently with this CUP will include the development of unit owner rules allowing for maximum efficient shared use of parking on the property. Draft enclosed as Exhibit F. Currently 27 total off-street spaces are available for the entire property. Initial evaluation of the pavement markings by the developer indicates that re-striping within allowable space size restrictions could result in additional spaces, raising the total up to 40. Northwest Dane's current facility has less parking and was workable. The increase is expected to be an improvement and sufficient for needs of the population being served.

II. Supporting Reasons for Approval of Application

A. The Proposed Changes are Consistent with Comprehensive Plan:

The proposed conditional use is consistent with the Village of Cross Plains Comprehensive Plan (the "Plan"). "Consistent" in these situations has been defined by Wisconsin courts to mean that it "furthers or does not contradict the objectives, goals and policies contained in the comprehensive plan." The overall vision for the Village of Cross Plains (the "Village") described in the Plan includes the desire for a "safe, clean, attractive and prosperous community . . . and a sustainable business environment". (Plan, p.15). Further, the Plan's "Land Use" section states that it is intended to "guide development and redevelopment in a manner that maintains community character" and establishes the important need to "manage the rate of community expansion, preserve farmland and maximize developable land." (Plan, p.37). Finally, the Plan calls for ensuring a complete range of land uses in the Village as well as compact and efficient development.

Redevelopment Opportunity. This application helps move more toward Plan goals, including the concept of neighborhood business zoning integrating residential and services that benefit the neighborhood.

Minimizing Land Use Conflicts. The Plan has a goal of minimizing land use conflicts by thoughtful placement of new uses. The placement sought here, given

Bourbon Road will not be a substantial change affecting the existing nearby housing and likely provides a service to many residents of the area.

Opportunity to Support Economic Development. The Plan discusses the need for redevelopment and infill within the Village. The physical limitations, mainly resulting from the location of the environmental resources surrounding the Village, constrain development of new Village lands. As such, redevelopment of existing properties is one very reasonable and necessary approach to meeting Plan goals. As such, converting the existing business zoning to a permitted use, in an area adjacent to currently existing commercial uses is consistent with the Plan. Although the form of ownership of the building is being converted to condominium ownership, no external building modifications are expected. In the future, it is anticipated that an elevator will be added. Development at this location also continues the goal of clustering of businesses in the Village.

The Plan calls for consideration of the impact of the rezone on the economic viability of existing commercial areas. No existing commercial lot's economic viability would be negatively impacted by this rezone. While existing commercial properties may have vacancies, or development potential, their preexisting economic development viability issues are not impacted by this proposed new use at this location. Existing commercial properties with potential for redevelopment in the Village, generally due to environmental, parcel size, demand due to Hwy 14 location, and access constraints make them not viable for the intended use of this Applicant.

B. The Proposed Changes Meet CUP Standards for Approval

Village Ordinance, 4.25(6) requires consideration of the following standards for CUPs:

(A) The establishment, maintenance or operation will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. *A conditional use for Indoor Institutional at this location that will improve the services available to the community, and not be a detriment to the public.*

(B) That the uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by the establishment, maintenance or operation of the conditional use and the proposed use is compatible with the use of adjacent land. *The proposed use is compatible with adjacent commercial uses and no negative impact given expected standard business hours of business tenants.*

(C) That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. *The proposed use with similar access points of*

existing use and no external redevelopment within the existing lot would not impede other improvements in the area.

(D) That adequate utilities, access roads, drainage and other necessary site improvements have been or are being provided. *The property has existing utilities, access points and site drainage in compliance.*

(E) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. *Owners will work closely with Village staff to develop ingress/egress plans in compliance.*

(F) That the conditional use shall, except for yard requirements, conform to all applicable regulations of the district in which it is located. *The conditional use in the Community Mixed Use district, meets the requirements of that district.*

(G) That the proposed use does not violate flood plain regulations governing the site. *The pre-existing structure and parking, if modified in the future, will comply with any flood plain regulations.*

(H) That adequate measures have been or will be taken to prevent and control water pollution, including sedimentation, erosion and runoff. *No modifications will be made to the existing drainage on the lot.*

(I) Additional considerations: The Village board is also to consider the effect of the proposed use upon: maintenance of safe and healthful conditions; prevention and control of water pollution; existing topographic, drainage and vegetative cover; floodplain locations; erosion, slopes, soil and vegetative cover; location related to access roads; shoreland location; adjacent land compatibility; and capacity of waste systems. *Consideration of these additional items further supports the application as the services provided by applicant, as well as the move to this location will not impact these issues.*

IV. Owners of Properties Located Within 100 feet of Subject Property

Parcel No. **113/0707-031-9265-8**
Parcel Address: 1843 Bourbon Road
Description: Pet kennel
Owner: JOSEPH C VALENTA

Parcel No. **113/0707-032-9862-4**
Parcel Address: 1823 Bourbon Rd.
Description: Business offices
Owner: BOURBON ROAD PROPERTIES LLC

Exhibit A

CERTIFIED SURVEY MAP

VOL 12583 PAGE 30

0 100 200 300

SCALE 1" = 100

The North Right-of-Way line of Bourbon Road bears N 84°-41'W assumed

SURVEYOR'S CERTIFICATE

I, David R. Cheney, S-45, Registered Wisconsin Land Surveyor, do hereby certify that by order of owner Mr. Charles Roessler, 2312 Center Street, Cross Plains, Wi. I have surveyed, divided & mapped the lands herein described according to the information furnished, that said map is a correct representation of the lands surveyed and that I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, and Chapter 13 of the Village of Cross Plains Code of Ordinances.

David R. Cheney

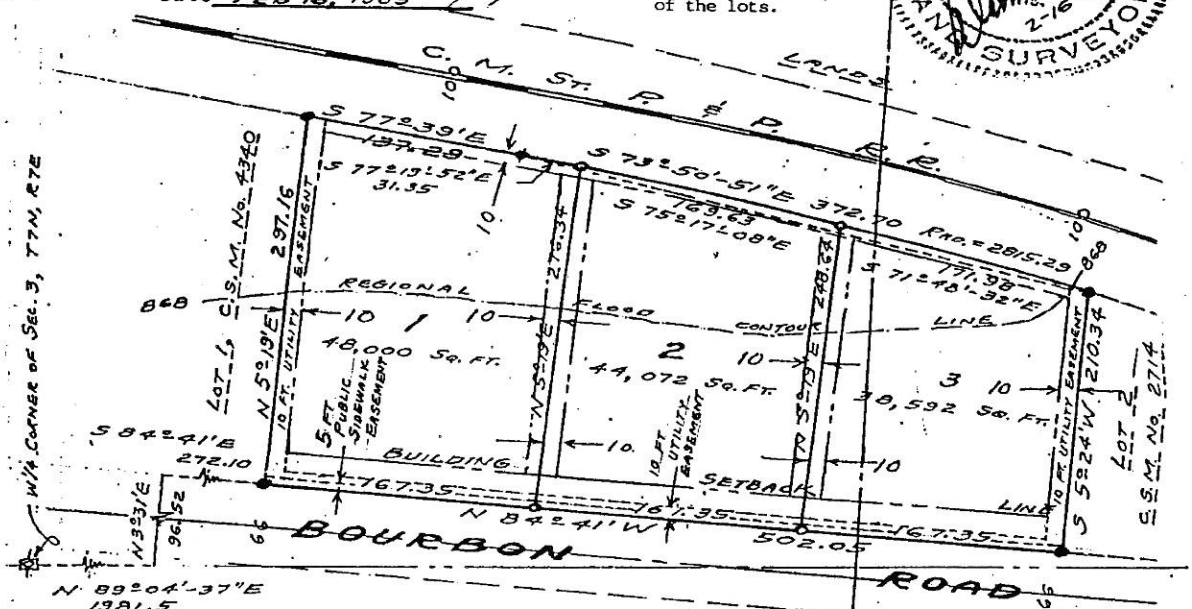
Date Feb 16, 1989

LEGAL DESCRIPTION

Lot 2, Certified Survey Map No. 4340, Recorded in Volume 18 of Certified Surveys on page 262, Document No. 1831542, Dane County Registry, Village of Cross Plains, Dane County, Wisconsin.

The final grade established by the subdivider on the utility easements shall not be altered by more than (6) six inches. By the subdivider, his agent or by subsequent owners of the lots.

WISCONSIN DAVID R. CHENEY MADISON, WIS. 2-16-89 LAND SURVEYOR



BUILDING SETBACK LINE

• Denotes stake found

o Denotes iron stake set (1"x24", 1.13 lbs/ft min.)

This certified survey, including any dedications shown thereon, has been duly filed with and approved by the Village Board of the Village of Cross Plains, Dane County, Wisconsin.

Janet J. Klock

Clerk 3-7-89

RECEIVED FOR RECORDING on this 10 day of March 1989 at 3:17 o'clock P.M. and recorded in Volume 27 CERTIFIED Surveys on Page 172.

Jane Licht

by: Darlene Buckert Deputy

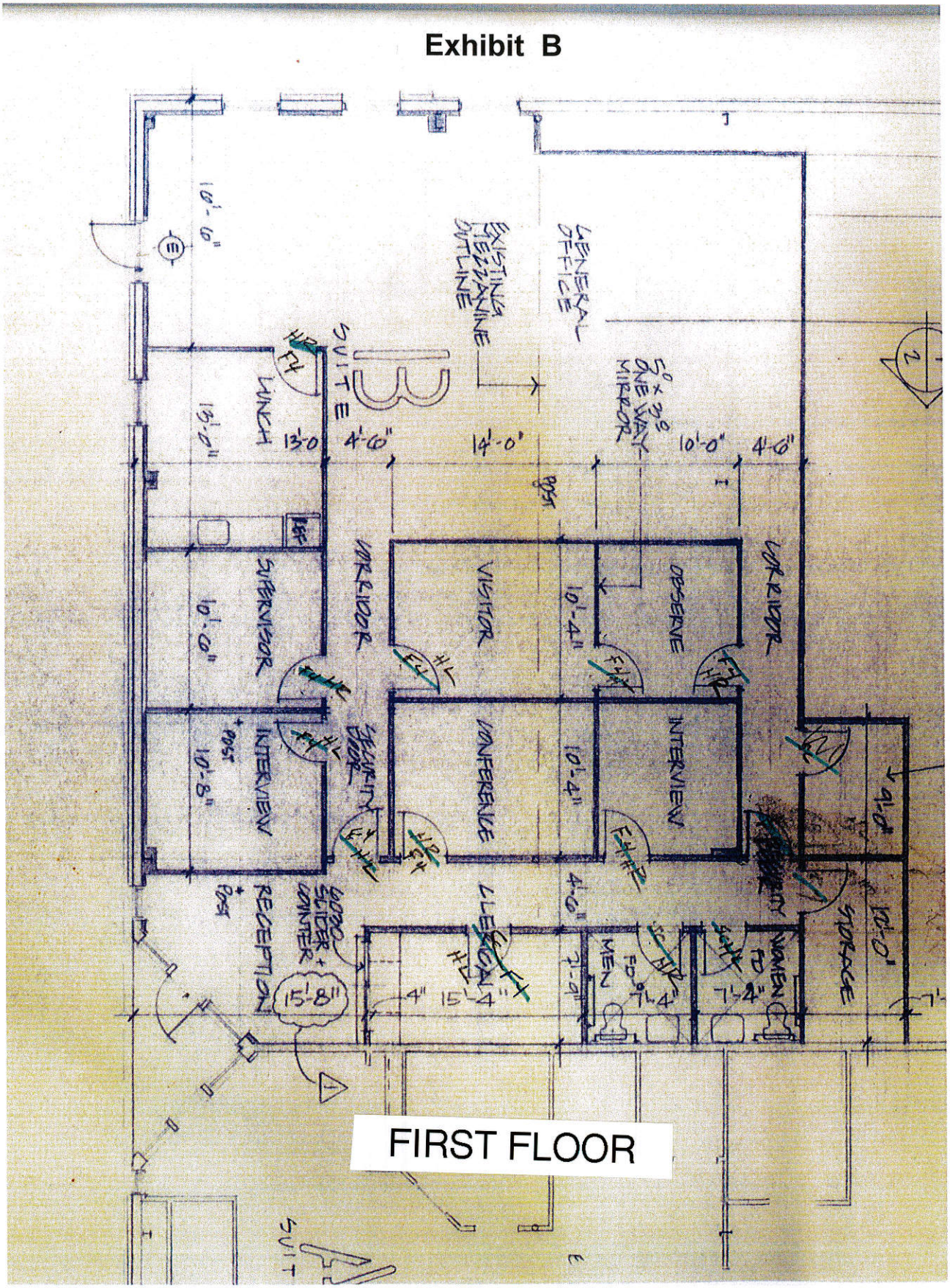
Jane Licht, Register of Deeds

Document No. 2130571

Certified Survey Map 5788

4 -

Exhibit B



FIRST FLOOR

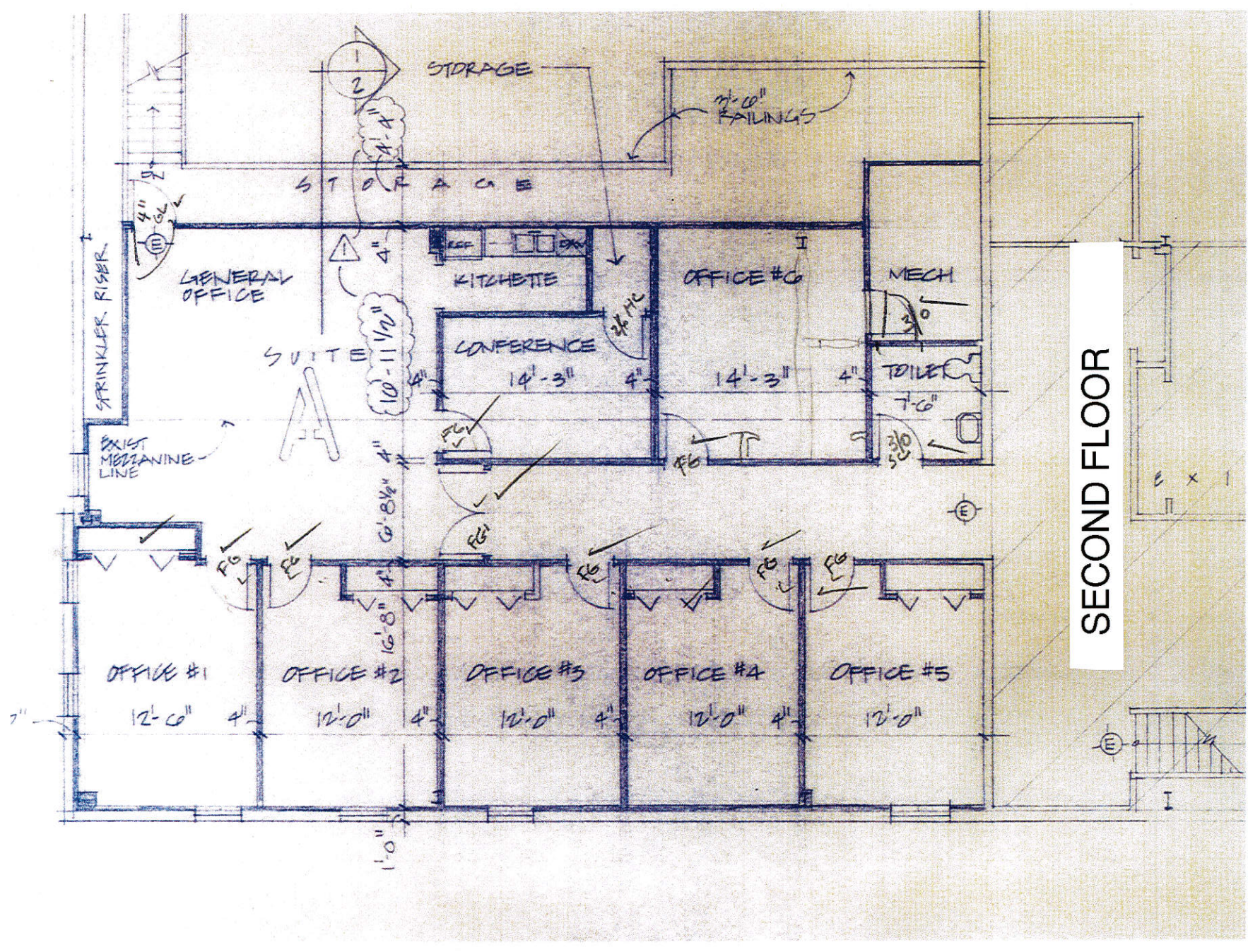
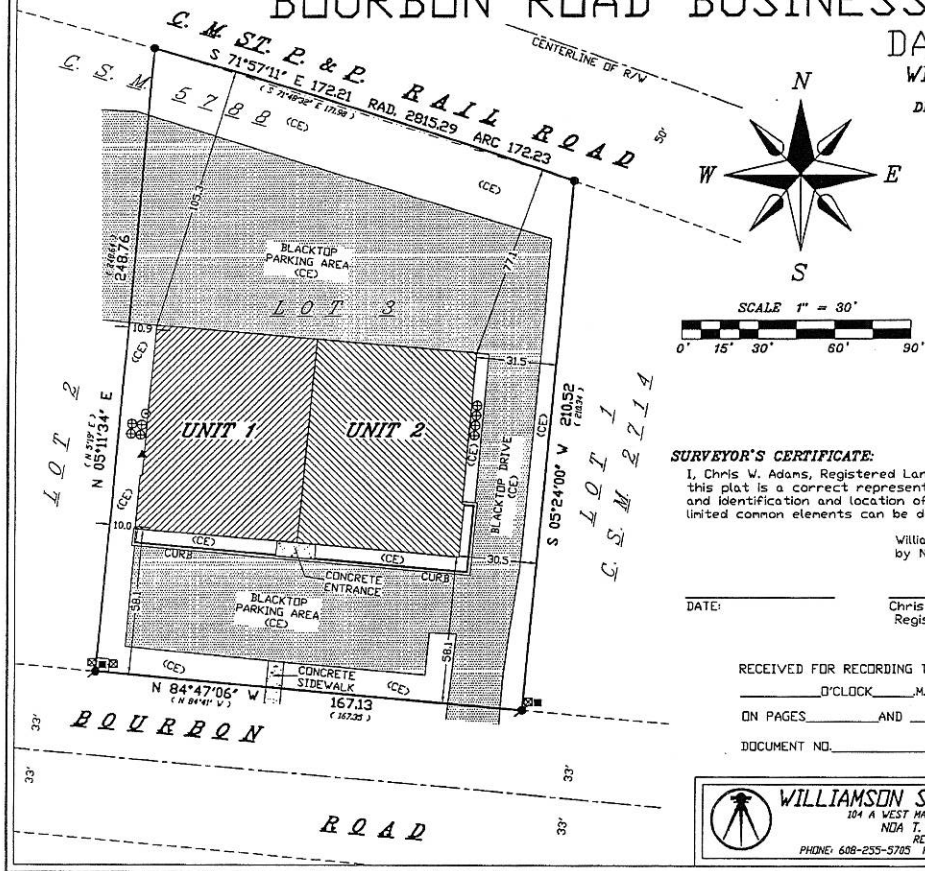

SECOND FLOOR
STORAGE
7'-6" RAILINGS
STORAGE
GENERAL OFFICE
KITCHETTE
OFFICE #6
MECH
CONFERENCE
14'-3"
14'-3"
TOILET
7'-6"
SUITE A
SPRINKLER RISER
EXIST MEZZANINE LINE
OFFICE #1
12'-6"
OFFICE #2
12'-0"
OFFICE #3
12'-0"
OFFICE #4
12'-0"
OFFICE #5
12'-0"

Exhibit C

BOURBON ROAD BUSINESS CONDOMINIUM PLAT

DANE COUNTY, WISCONSIN

WILLIAMSON SURVEYING & ASSOCIATES, LLC



DESCRIPTION:

LOT 3, CERTIFIED SURVEY MAP NO. 5788, RECORDED AS DOCUMENT NO. 2130571 IN VOLUME 27 OF CERTIFIED SURVEYS ON PAGE 172 IN THE VILLAGE OF CROSS PLAINS, DANE COUNTY, WISCONSIN.

NOTES:

1.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.

2.) AREA COMPUTATIONS AND DIMENSIONS ARE BASED ON FIELD MEASUREMENTS OR ARCHITECTURAL PLANS. DIMENSIONS AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FOURTH IN THE CONDOMINIUM DECLARATION.

3.) ALL AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENT, ARE A COMMON ELEMENT.

4.) AREA = 38,625 SQ.FT. OR 0.88 ACRES

5.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.

6.) FLOOD PLAIN, IF PRESENT, HAS NOT BEEN LOCATED OR SHOWN.

LEGEND

- ● = FOUND 1 1/2" PIPE
- = FOUND 3/4" REBAR
- (**) = RECORDED AS
- ⊕ = A/C UNIT
- ⊙ = ELECTRIC METER
- ⊠ = UTILITY PEDESTAL
- ■ = UTILITY BOX
- ▲ = GAS METER

SURVEYOR'S CERTIFICATE:

I, Chris W. Adams, Registered Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and identification and location of the units and the common and limited common elements can be determined from the plat.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

DATE: _____ _____
Chris W. Adams S-2748
Registered Land Surveyor - Owner

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

Dated this ____ day of _____ 20____

Dane County Planning and Development

RECEIVED FOR RECORDING THIS_____DAY OF_____, AT _____O'CLOCK_____,M. AND RECORDED IN VOLUME_____, ON PAGES_____AND _____.

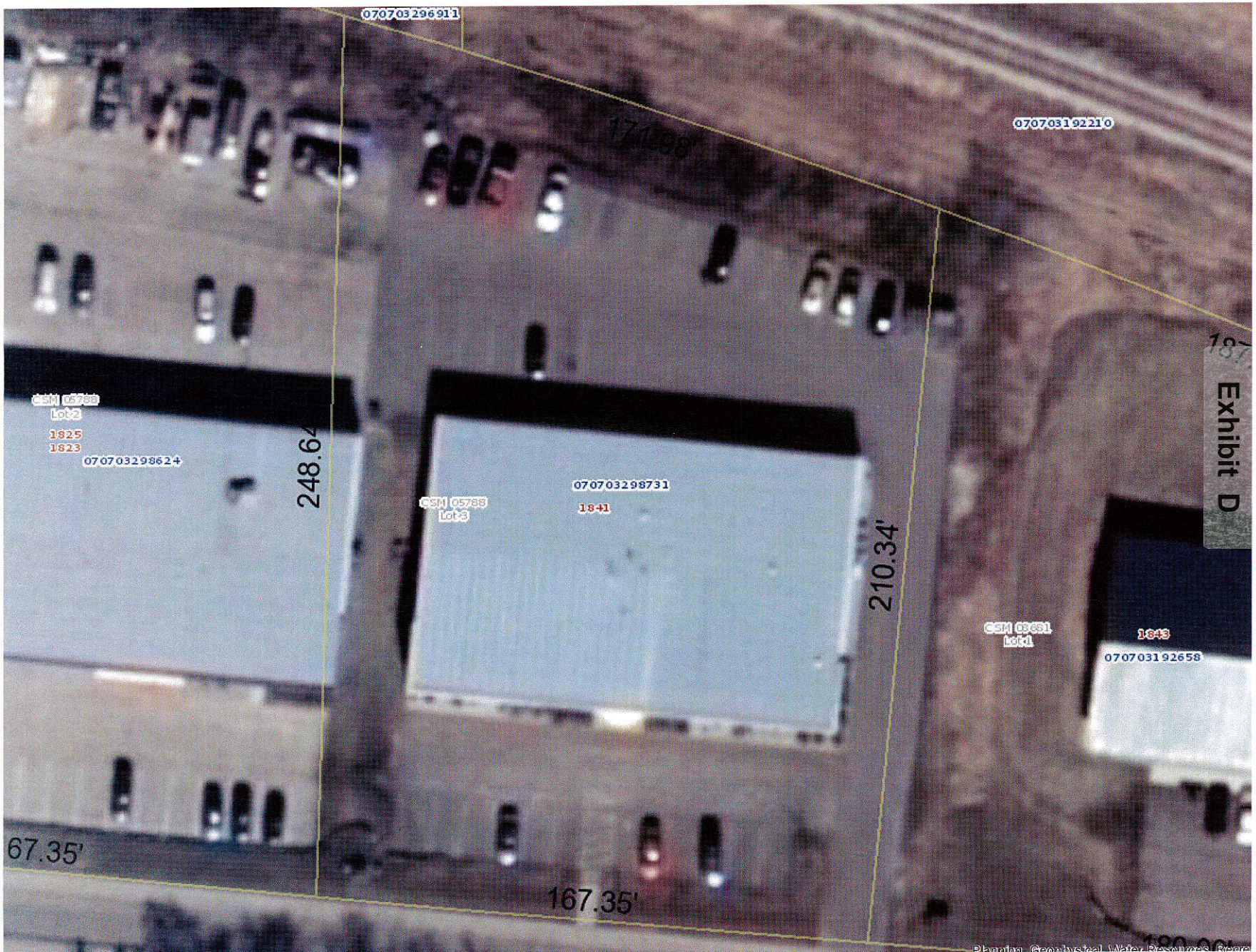
DOCUMENT NO._____

REGISTER OF DEEDS

SURVEYORS SEAL

WILLIAMSON SURVEYING & ASSOCIATES, LLC
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NOA T. PRIEVE & CHRIS W. ADAMS
REGISTERED LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

DRAWN BY	CHRIS ADAMS
DRAWING NO.	14V-457
SHEET	1 OF 2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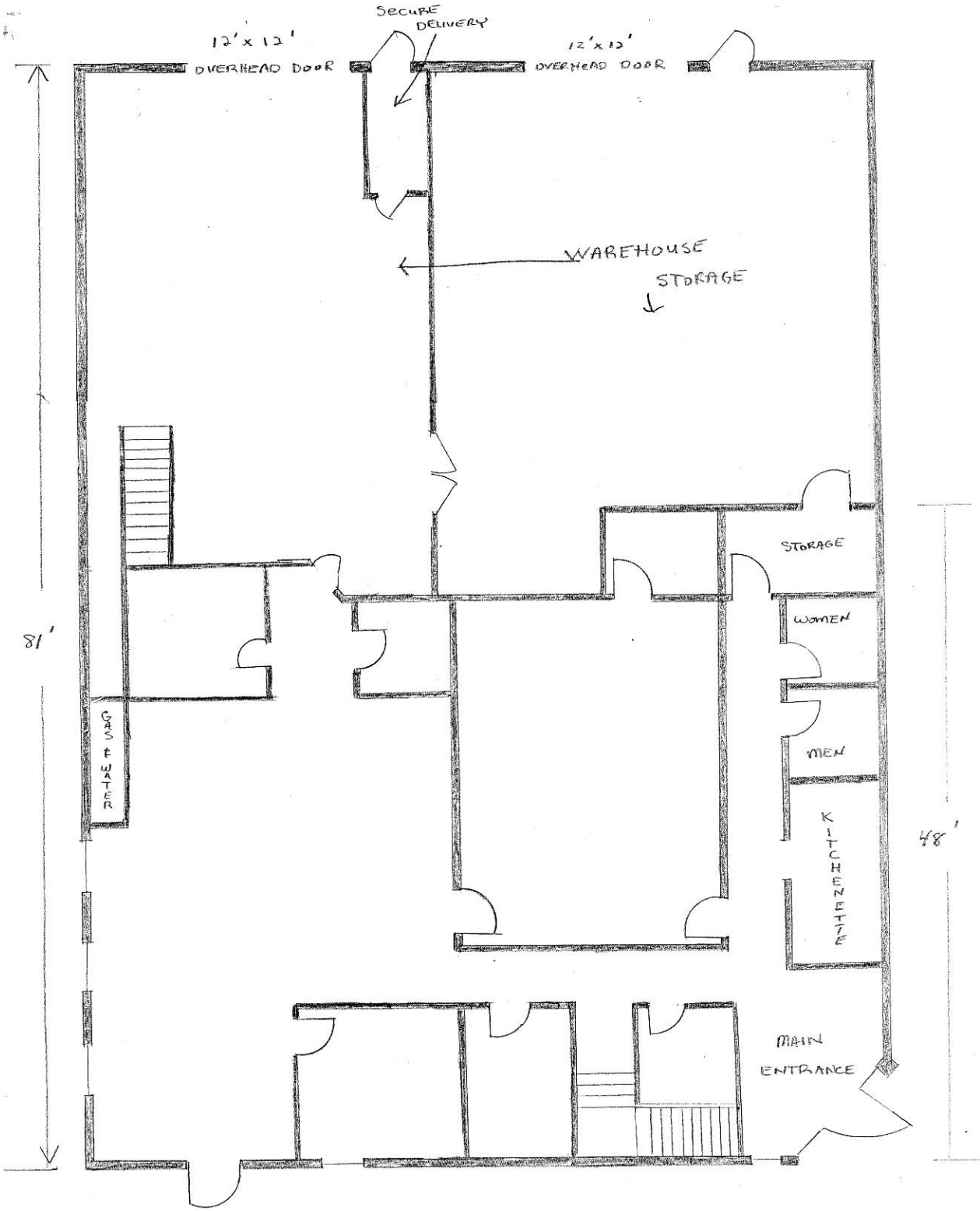
171.98'
070703192210
CSM 0578B
Lot 2
1825
1823
070703298624
248.64
070703298731
CSM 0578B
Lot 3
1841
210.34'
CSM 0868I
Lot 1
1843
070703192658
67.35'
167.35'
Exhibit D

First Floor

1/8" = 1' Approximate
Not to scale
Accuracy not guaranteed

Exhibit E



Second Floor

1/8" = 1' Approximate
Not to scale
Accuracy not guaranteed

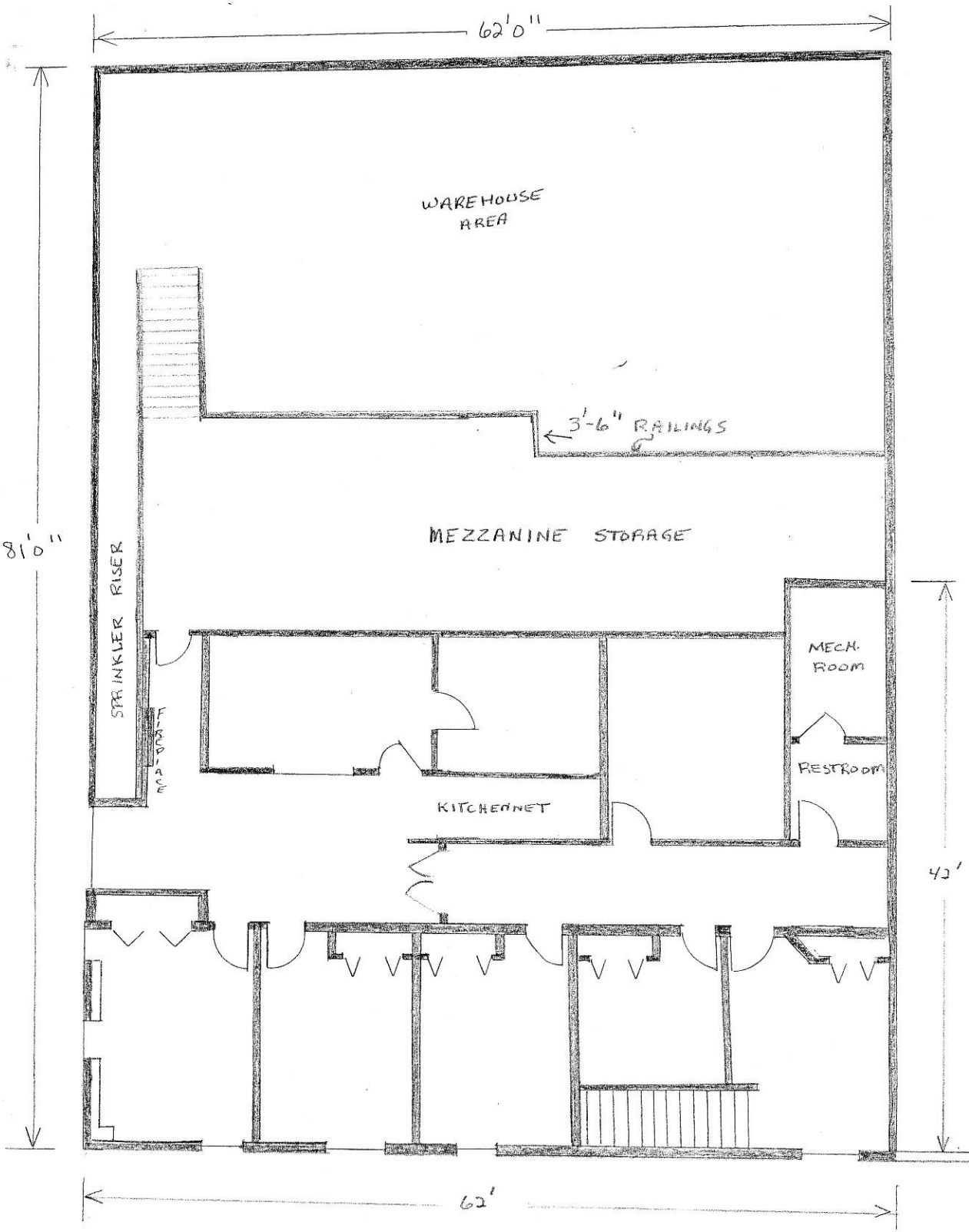


Exhibit F

RULES AND REGULATIONS
OF THE
BOURBON ROAD BUSINESS CONDOMINIUM UNIT OWNER'S ASSOCIATION

The following rules and regulations are adopted by Bourbon Road Business Condominium Unit Owner's Association (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant business environment.

ARTICLE I

GENERAL

1.01. Applicability to All. All rules and regulations shall apply to and shall be complied with by all Unit Owners, and their employees, guests, invitees, and tenants.

1.02. Winter Heating. Whether occupied or vacant, all Units shall be heated to at least 60° Fahrenheit during the winter months.

ARTICLE II

APPEARANCE

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

2.02. Protrusions. No awning, machines, air conditioning units, wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the Condominium without the prior written consent of the Association.

2.03. Antennae. To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Association.

2.04. Entryways. All entryway areas in public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon that would impact access or appear disorderly.

ARTICLE III

USE RESTRICTIONS

3.01. Permitted Use. No use of a Unit shall be allowed unless it complies with zoning codes and regulation of the Village of Cross Plains, Dane County and the State of Wisconsin.

3.02. Damage to Common Elements. Damages to any Common Elements caused by a Unit Owner, its employee, agent, invitee or guest shall be the responsibility of the Unit Owner or the person causing such damage.

3.03. Maintenance of Unit. All Unit Owners shall promptly perform or shall have promptly performed all maintenance and repair work within their own Unit which would adversely affect any portion of the Condominium. Each Unit Owner shall be responsible for all damages and liabilities that any failure to maintain or repair may engender.

3.04. Maintenance of Common Elements. Unit Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

3.05. Nuisances. No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

3.06. Storage. No outside storage impacting the use of available parking spaces shall be permitted. The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

3.07. Landscaping. Unit Owners are hereby prohibited from planting outdoor vegetation anywhere within the Condominium without the prior written approval of the Association.

ARTICLE IV

VEHICLE RESTRICTIONS

4.01. Obstructions. Driveways shall not be used for any purpose other than the ingress and egress to and from Units.

4.02. Parking. Each Unit Owners shall be allowed four assigned spaces and shall be responsible for marking those spaces with signage if they wish to restrict their use to that Unit. The remainder of the parking spaces on the Condominium shall be available to either Unit Owner as needed. It is expressly acknowledged that the institutional use of Unit 1 results in occasional higher need for parking spaces than Unit 2 and may result in significantly greater proportional use of spaces for portions of the day. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park upon or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

4.03. Service and Recreational Vehicles. Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area. These provisions shall not prohibit temporary parking of such vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

4.04. Garage Door. The garage door to any Unit shall remain closed at all times except when in use for ingress or egress purposes.

ARTICLE V

AMENDMENTS

This document may be amended at any time by the Board of Directors of the Association.

ARTICLE VI

FINES

In addition to all other remedies available to the Association or to other Unit Owners under the Declaration, the Bylaws, or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit Owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit Owner according to the following schedule:

(a) For the first offense in a given twelve-month period: $50.00.

(b) For the second offense in a given twelve-month period: $100.00.

(c) For the third offense in a given twelve-month period: $150.00.

Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefor by the Association shall accrue a late charge in the amount of $20.00 for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

Your Connection

Staying Connected with NWDSS **December 2014**

Celebrate A Life Annual Fundraiser

Thursday, December 4

4:30—7 PM

Cross Plains State Bank in Black Earth

Chili Supper

Tree Lighting Ceremony

Honor a special person, past or present, who has enriched your life and the lives of others by making a *tax-deductible* donation to NWDSS in 2014.

Consider making your gift with appreciated stock or mutual funds - rather than selling the assets and donating the cash - to make your gift to the most tax efficient way to make a difference.

Contact Marn Turley @ 767-3757 x 224.

Pay off mortgage!!

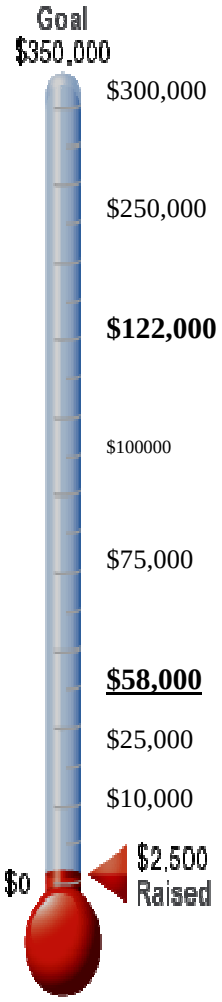
Adding an elevator to access the second floor and open Adult Day Program in 2015

$64,000

Down payment needed by Dec. 31, 2014 in order to purchase building

$58,000

Please visit our website, **www.nwdss.org** to watch our progress and **get extra donation forms to share!**



A MESSAGE FROM OUR EXECUTIVE DIRECTOR

Dear Friends of NWDSS,

I am writing to you about an *urgent* need that you can help us meet.

After many months of planning and hard work, it is with great pleasure we announce we have an accepted offer on a new space in Cross Plains. We share your commitment to enhance the lives of the people we serve.

Our goal in 2015 is to acquire this space, grow our current programs, including case management, mobile and congregate meals, wellness and social activities for seniors ages 60+ and offer an Adult Day Center on the 2nd floor. **Adult Day Centers** offer people with Alzheimer's or other related dementia the opportunity to be social and participate in activities in a safe environment while also offering their caregiver some respite.

I want to thank you all in advance for your generosity as we continue to make a difference in many lives in the communities we serve. **Every dollar donated this year helps our dream become a reality, sooner rather than later.**

Sincerely,

Paulette Glunn, Executive Director

Northwest Dane Senior Services, Inc.

(608) 767-3757 ext. 222

Visit our website to donate today: www.nwdss.org

Your support is needed, for us to make the move!

1837 Bourbon Rd, Cross Plains

Watch for more details about our new location and services in the upcoming months!

Holiday Luncheon

By donation

Thursday, Dec. 18 at 11:30AM

Cross Plains State Bank, 1030 Mills St, Black Earth

RSVP by Mon. Dec. 15, 1:00 PM

608-767-3757, dial 0

Surprise visitor expected!!

Support & Services——Nutrition & Wellness 3

My primary goal is to provide seniors and their families the support, services and resources necessary to be healthy, active in their community and remain safe and independent in their home.

CALL VICKI, Case Manager
767-3757x-223 for more details, information and an appointment.

December 12, 2014

Soup & Sandwich

Lunch & Learn

12:00 PM

The 2nd Friday of each month
November—March

Town of Mazo Hall

711 Hudson St, Mazomanie

"Healthy Grieving through the Holidays"
Presented by Agrace Hospice
Cost $5.00

Happy December Birthdays!!

Join us on Wed., Dec17th for cake and BINGO

2 Marie Ballweg
4 Diana Smith
5 Willie Lee McElhaney
7 Diana Studnicka
9 Lenita Georgiles
9 Delores Hosking
11 Kathleen Warner
12 Jake Ganzer
15 Marlene Malec
15 Lennie Redders
15 Mary Schultz
19 Jeanette Hruby
22 Don Wallace
23 Alice Wryosek
25 Roy Carley
28 Elaine Ziegler
30 Cindy Danz

***Reminder: We want to keep everyone safe; Check the expiration date on food items before donating.**

From Joan's Kitchen

The BIG 8

I recently attended a training that covered "The Big Eight" food allergies. What that means is these **8 foods** account for 90% of food allergy reactions. Even trace amounts, including steam particles can be fatal.

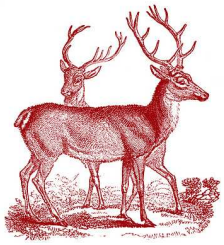
- Eggs
- Fish
- Milk
- Peanuts
- Shellfish
- Soy
- Tree nuts
- Wheat

Milk allergies and lactose intolerance are not the same. Not having enough lactase, (an enzyme that breaks down the sugars in milk and other dairy products), causes lactose intolerance. Milk allergy is caused by an allergic reaction to the protein in milk.

Allergic reaction symptoms include: Hives, rash or flushed skin, itching, tingling, and metallic taste in mouth, diarrhea/ or vomiting, cramps, abdominal cramps, swelling of face, lips, tongue, throat and/ or body, difficulty breathing, coughing or wheezing, dizziness or lightheadedness, swelling of the throat and vocal cords and loss of consciousness.

Avoid cross contamination by washing your hands often, and always use different utensils and cutting boards when preparing food.

December Activity Calendar 4

Monday	Tuesday	Wednesday	Thursday	Friday
1 **10:15a** Stretch & Strength Class **12:15p** BP/Euchre **7:00p** Tai Chi	**2** **10:00a** Coffee at The Connection **12:15p** Dominoes **12:30p** CP Shopping	**3** **8:30a** Tai Chi **12:15p** BINGO 	**4** **10:00a** Coffee **12:30p** Madison Shopping & Dine out **4:00—7:00p** Celebrate a Life, Chili Supper	**5** **12:15p** Game Day
8 **10:15a** Stretch & Strength Class **12:15p** BP/Euchre **7:00p** Tai Chi	**9** **10:00a** Coffee at The Connection **12:15p** Dominoes **12:30p** CP Shopping National Pastry Day	**10** **8:30a** Tai Chi **12:15p Nickel-**BINGO	**11** **10:00a** Coffee **12:30p** Baraboo Shopping & Dine Out.	**12** **NEW!!!** **Lunch & Learn @ Town of Mazo - 711 W Hudson St., Mazomanie**
15 **10:15a** Stretch & Strength Class **12:15p** BP/Euchre **7:00p** Tai Chi	**16** **10:00a** Coffee at The Connection **12:15p** Dominoes **12:30p** CP Shopping Foot care at Mazo EMS	**17** **8:30a** Tai Chi **12:15p B-Day-**BINGO	**18** **10:00a** Coffee **12:30p** Madison Shopping & Dine out	**19** **12:15p** Game Day Oatmeal Muffin Day
22 **10:15a** Stretch & Strength Class **12:15p** BP/Euchre **7:00p** Tai Chi	**23** **8:30a** Newsletter mailing **10:00a** Coffee at The Connection **12:30p** CP Shopping **1:00p Vet to Vet Meeting**	**24** *Christmas Holiday—CLOSED*	**25**	**26** **12:15p** Game Day
29 **10:15a** Stretch & Strength Class **12:15p** BP/Euchre **7:00p** Tai Chi	**30** **10:00a** Coffee at The Connection **12:30p** CP Shopping	**31** *NEW YEAR'S EVE —* CLOSED		

REMINDER: Please call 767-3757 before 1:00 the previous day to reserve your lunch!

December Menu

5

Monday	Tuesday	Wednesday	Thursday	Friday
1 Lasagna Italian Salad Jell-O Pineapple French Bread Brownie	**2** California Blend Cream Soup Egg Salad on Wheat w/ lettuce Dill Pickle Crackers Peach Slices Cookie	**3** Baked Chicken Mashed Potatoes/ Gravy Corn White Bread Pears Chocolate Pudding	**4** Glazed Ham Cheesy Hashbrowns Green Beans Dinner Roll Mixed Fruit Pumpkin Bar	**5** Baked Cod Roasted Sweet Potato Cole Slaw Biscuit Oranges Apple Pie
8 Chopped Steak in Burgundy Mushroom Sauce Buttered Egg Noodles Broccoli Dinner Roll Fruit Cocktail in Cool Whip over Angle Food Cake	**9** Baked Pork Ribs Baked Potato Sauerkraut Wheat Bread Applesauce Cookie	**10** Mac & Cheese Ring Bologna California Blend Vegetables White Bread Mandarin Oranges Lemon Bar	**11** Liver and Onions Twice Baked Potatoes Carrots Fruited Jell-O Wheat Bread	**12** Shrimp Baked Sweet Potato Chunks Coleslaw Dinner Roll Ice Cream w/ Strawberries
15 Chicken Cordon Bleu Long Grain Wild Rice California Blend Vegetables Wheat Bread Mixed Berries Apple Crisp	**17** Pork Roast Mashed Potatoes/Gravy Corn Dinner Roll Applesauce Rice Krispie Bar	**16** Meat Loaf Au gratin Potatoes Broccoli White Bread Apricot Halves	**18** Ham Mashed Potatoes/Gravy Stuffing Scalloped Corn, Squash Cranberries Dinner Roll Pumpkin Pie /Whipped Cream	**19** Parmesan Crusted Cod Steamed Baby Reds Spinach Salad w/Hot Bacon Dressing Dinner Roll Pumpkin Bar
22 Porcupine Balls in Sauce Mashed Potatoes California Blend Vegetables White Bread Cookie	**23** Turkey Wrap Vegetable Soup Cottage Cheese Crackers Peaches Vanilla Pudding	**24** **CHRISTMAS EVE** **CLOSED** 	**25** **CHRISTMAS** **CLOSED** 	**26** Tuna Casserole Noodles Veggie Salad w/ Ranch Breadstick Banana Cherry Crisp
29 Spaghetti and Meatballs Veggie Salad w/ Ranch Garlic Bread Pears Lemon Bar	**30** Chili Cornbread Cheese Chunks Crackers Peas Peaches Ice Cream	**31** **NEW YEAR'S EVE** **CLOSED** 		

Heartland COUNTRY VILLAGE

- **Medicare Certified for Rehab Patients**
- **Physical, Occupational and Speech Therapy Services**
- **Private Rooms**

Quality Professional Care In A Home – Like Environment

634 Center Street ~ Black Earth, WI

608-767-2572

608-767-2565

www.HeartlandCountryVillage.com

Home Is Where The Heart Is!

NWDSS Wish List

- 500 Forever stamps
- Copy Paper
- Monetary Donations by year end for tax planning
- Paper towels

Celebrate A Life 2014

Honor the special people, past or present, who have enriched your life and the lives of others by making a tax-deductible gift to NWDSS in their memory or honor.

Yes, I would like to support NWDSS in 2014!

__ In Honor of __ In Memory of

Name: _____

Address:_____

City:_____State:____Zip:_____

___Celebrate A Life ceremony remembrance ($25)

___Celebrate A Life personalized yard sign* ($50)

(*Donation must be received by 12/12; for delivery week of 12/15)

___Celebrate A Life personalized card ($50)

From:_____

Message:_____

(for additional names, please attach a separate sheet)

……

Your name:_____

Email: _____

Phone: _____

Total Amount Donated: $_____

Return this form, along with *a check made payable to:* ***Northwest Dane Senior Services***

1940 Blue Mounds St., Suite 2, Black Earth, WI 53515

(for Paypal payment, or additional forms, please visit **www.nwdss.org**)

NWDSS Capital Campaign Fundraising Goals

Return this form, along with **a check made payable** *to* ***Northwest Dane Senior Services*** and mail or drop off at

1940 Blue Mounds St., Suite 2, Black Earth, WI 53515

(for Paypal payment or additional forms, please visit our website **www.nwdss.org)**

2014 Friends of NWDSS

Join our Friends of NWDSS group to show your support and stay in touch with NWDSS as we grow. Membership includes our monthly e-newsletter, The Connection, and Friends of NWDSS updates.

__$15 Individual __$25 Household __$50 Business __Other amount $_____

__$100—$499 Supporter*

Major Gift Partners

__$500-$999 Silver Sponsor*

__$1000-$4999 Gold Sponsor*

__$5000+ Platinum Sponsor*

*these sponsors will receive special recognition in our lobby.

Want to learn more? Join the staff and members of the NWDSS Board of Directors at our first Friends of NWDSS Meeting on

Tuesday, Nov. 18th 4:30-6:00 p.m.

Rosemary Garfoot Library Community Room

2107 Julius Street Cross Plains

_____**Yes!**

I would like to help NWDSS grow.

Enclosed is my tax-deductible donation for 2014.

Name:_____

Email:_____

Phone:_____

For a $25 donation, your loved one's name will be posted in The Connection, our gathering space here at NWDSS, and an ornament will be hung on our holiday tree as their *name is announced on December 4th* and continuing weekly throughout December.

New this year!—**For a $50 donation,** our dedicated group of volunteers will **also** deliver (within a 25 mile radius of NWDSS) a *personalized Celebrate a Life* yard sign or send a ***Celebrate A Life*** personalized card **during the week of December 15th** to your home or business to remember them in a very special way.

Your gift makes a huge difference, as county funding only assists us with 1/3 of our total budget. ***Please be generous***– we count on your support to enable us to continue providing services to seniors in our community throughout the year including…*coming in 2015, our* **Adult Day Respite Program.** Thank you!! (See donation form above.)

Northwest Dane Senior Center
1940 Blue Mounds Street, Ste 2
Black Earth, WI 53515

Non-Profit Org
U.S. Postage Paid
Permit No. 14
Black Earth, WI 53515

Contact Us . . .

- ***Executive Director, Paulette Glunn***
  x-222 or ednwdss@tds.net
- ***Development Specialist, Marn Turley***
  x-224 or developnwdss@tds.net
- ***Case Manager, Vicki Beres***
  x-223 or cmnwdss@tds.net
- ***Accounting Assistant, Lynn Davis***
  x-225 or acctassistnwdss@tds.net
- ***Nutrition Coordinator, Joan Thony***
  x-227 or ncnwdss@tds.net

Northwest Dane Senior Services
1940 Blue Mounds Street, Suite 2
Black Earth, WI 53515
608-767-3757, dial 0
to sign up for rides, activities, meals
Hours: 8:30 am—4:30 pm (M-F)
www.nwdss.org

Please donate today! **Northwest Dane Senior Services**

*Please make checks payable to: **NWDSS***
Send to: 1940 Blue Mounds St. Suite 2, Black Earth, WI 53515
Or visit our website at www.nwdss.org to donate via PayPal
Your donation provides programs activities & services for adults 60 and over.
Your donation is tax deductible as allowed by law.

United Way of Dane County
Like us on Facebook
follow us on twitter
DANE COUNTY DEPARTMENT OF HUMAN SERVICES

(2) Article VII: Performance Standards
(3) Article VIII: Landscaping Regulations
(4) Chapter 87: Signage Regulations

SECTION 84.35 (CMU) Community Mixed Use Zoning District.

(a) **Intent.** This district intends to permit a wide range of large and small scale office, retail, service, and lodging uses that are compatible with the desired community character.

(b) **Principal Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
(1) Mixed Use Building Residential Use
(2) Selective Cutting
(3) Community Garden
(4) Outdoor Open Space Institutional
(5) Passive Outdoor Recreation
(6) Essential Services
(7) Small Scale Public Services and Utilities
(8) Community Living Arrangement (1-8 residents) meeting the requirements of Section 84.57(i)
(9) Office
(10) Personal or Professional Service
(11) Indoor Sales or Service
(12) Artisan Production Shop
(13) Indoor Maintenance Service

(c) **Principal Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
(1) Single Family
(2) Two Flat
(3) Cultivation
(4) Clear Cutting
(5) Market Garden
(6) Indoor Institutional
(7) Community Living Arrangement (9-15 residents) meeting the requirements of Section 84.57(i)
(8) Community Living Arrangement (16+ residents) meeting the requirements of Section 84.57(j)
(9) Institutional Residential
(10) Outdoor Display
(1) Physical Activity Studio
(12) Indoor Commercial Entertainment
(13) Outdoor Commercial Entertainment
(14) In-Vehicle Sales and Service

(15) Group Daycare Center
(16) Commercial Animal Boarding/Daycare
(17) Bed and Breakfast
(18) Vacation Rental Home
(19) Commercial Indoor Lodging
(20) Boarding House
(21) Vehicle Sales
(22) Vehicle Service
(23) Vehicle Repair
(24) Intensive Outdoor Activity
(25) Transit Center
(26) Off-Site Parking
(27) Large Wind Energy System
(28) Large Solar Energy System

(d) **Accessory Uses Permitted by Right.** Refer to Article III for detailed definitions and requirements for each of the following land uses.
(1) Home Occupation
(2) In-Home Daycare 4-8 Children
(3) In-Family Suite
(4) Residential Accessory Structure
(5) Nonresidential Accessory Structure
(6) Landscape Feature
(7) Recreational Facility
(8) Residential Kennel
(9) On-Site Parking
(10) Company Cafeteria
(11) Incidental Outdoor Display
(12) Incidental Indoor Sales
(13) Incidental Light Industrial
(14) Satellite Dish
(15) Personal Antenna and Towers
(16) Communication Antenna

(e) **Accessory Uses Permitted as Conditional Use.** Refer to Article III for detailed definitions and requirements.
(1) Accessory Dwelling Unit
(2) Small Wind Energy System
(3) Small Solar Energy System

(f) **Temporary Uses.** Refer to Article III for detailed definitions and requirements for each of the following land uses. (Exempt from setbacks unless specified in Article III.)
(1) Temporary Outdoor Sales
(2) Temporary Outdoor Assembly
(3) Temporary Shelter Structure

(4) Temporary Storage Container
(5) Temporary On-Site Construction Storage
(6) Temporary Contractor's Project Office
(7) Temporary On-Site Real Estate Sales Office
(8) Temporary Relocatable Building
(9) Garage or Estate Sale
(10) Farmer's Market (requires conditional use permit)

(g) **Density, Intensity, and Bulk Regulations for the (CMU) Community Mixed Use District.**

	Residential Uses	Nonresidential Uses	
Minimum Lot Area	9,600 square feet	✓ 9,600 square feet	~40,896
Maximum Density	8 dwelling units per acre	N/A	
Minimum Lot Frontage	50 feet	✓ 50 feet	~163
Maximum Building Coverage of Lot	50 percent	✓ 50 percent	~27%
Minimum Landscape Surface Ratio	30 percent	✗ 30 percent	~25%
Minimum Lot Width (per building, not unit)	80 feet	✓ 80 feet	~184
Minimum Front Setback	25 feet	✓ 25 feet	~54
Minimum Street Side Setback	25 feet	✓ 25 feet	~54
Minimum Side Setback	10 feet	✓ 10 feet	~15(w),~25(e)
Minimum Rear Setback	25 feet	✓ 25 feet	~97
Maximum Principal Building Height	35 feet	✓ 35 feet	2 Story
Minimum Principal Building Separation (multi-structure developments on shared lots)	20 feet	✓ 20 feet	Single Structure
Minimum Pavement Setback (lot line to pavement; excludes driveway entrances)	5 feet from side or rear, or 0 feet for shared driveway; 10 feet from right of way	✓ 5 feet from side, or 0 feet for shared driveway; 10 feet from right of way or rear	~10 side ~15 ROW
Minimum Parking Required	See Article III	See Article III	
Minimum Garage Door Setback to Alley (if applicable)	8 feet for doors parallel to alley; 3 feet for door perpendicular to alley	8 feet for doors parallel to alley; 3 feet for door perpendicular to alley	N/A
Accessory Building Side Setback	3 feet	10 feet	N/A
Accessory Building Rear Setback	3 feet	10 feet	N/A
Maximum Accessory Building Height	Lesser of 20 feet or principal building height	20 feet	N/A

(h) **Regulations Applicable to All Uses.** Most development will also be subject to the following requirements:

✓ (1) Article VI: Overlay Zoning Districts No overlay districts.
(2) ~~Article VII: Performance Standards~~
(3) ~~Article VIII: Landscaping Regulations~~
Not new construction, does not apply.
✓ (4) Chapter 87: Signage Regulations
To be applied for under separate permit once designed.

(3) The following structures are permitted in Community Gardens: tool sheds, shade pavilions, barns, rest-room facilities with composting toilets, and planting preparation houses, benches, bike racks, raised/accessible planting beds, compost bins, picnic tables, seasonal farm stands, fences, garden art, rain barrel systems, and children's play areas.

(4) Signs shall be limited to identification, information, and directional signs, including sponsorship information where the sponsorship information is clearly secondary to other permitted information on any particular sign and shall comply with the regulations of Chapter 87.

(5) Fences shall comply with the regulations in Section 84.108.

(6) The applicant shall demonstrate adequate off-street parking availability.

(i) **Market Garden.** An area for cultivation and related activities divided into one or more plots to be cultivated by more than one operator or member. These areas may be on public or private lands, with on-site sales of crops grown on-site permitted. Market Gardens shall adhere to the following listed regulations.

Regulations:

(1) All activity areas, signs, and structures shall be located a minimum of 5 feet from the lot line.

(2) A site plan shall be submitted to the Zoning Administrator for approval. Said site plan shall list the property owner, established sponsoring organization, and garden manager, and demonstrate consideration for and indicate locations of structures, materials storage, equipment storage, access for deliveries and pickups, water availability, shaded rest area, and availability of public parking.

(3) The following structures are permitted within Market Gardens: tool sheds, shade pavilions, barns, rest-room facilities with composting toilets, and planting preparation houses, benches, bike racks, raised/accessible planting beds, compost bins, picnic tables, seasonal farm stands, fences, garden art, rain barrel systems, and children's play areas.

(4) Seasonal farm stands shall be removed from the premises or stored inside a building on the premises during that time of the year when the garden is not open for public use.

(5) Signs shall be limited to identification, information, and directional signs, including sponsorship information where the sponsorship information is clearly secondary to other permitted information on any particular sign and shall comply with the regulations of Chapter 87.

(6) Fences shall comply with the regulations in Section 84.108.

(7) The applicant shall demonstrate adequate off-street parking availability.

SECTION 84.57 Institutional Land Uses.

(a) **Indoor Institutional.** Indoor public and not for profit recreational facilities (such as gyms, swimming pools, libraries, museums, and community centers), schools,

churches, hospitals and walk-in clinics, nonprofit clubs, nonprofit fraternal organizations, convention centers, private institutional businesses, jails, prisons, and similar land uses.

Regulations:

(1) An off-street passenger loading area shall be provided if the majority of the users will be children (as in the case of a school, church, library, or similar land use).

(2) **Minimum required parking**: Generally, one space per three expected patrons at maximum capacity; however, the following specific requirements may apply.

5,246 office space/
300 square feet =
17.49 parking spaces

5 employees plus volunteers

25 Required Spaces

Did not provide maximum capacity.

a. **Church**: One space per five seats at the maximum capacity.

b. **Community or Recreation Center**: One space per 300 square feet of gross floor area, or one space per four patrons to the maximum capacity, whichever is greater, plus one space per employee on the largest work shift.

c. **Funeral Home**: One space per three patron seats at the maximum capacity, plus one space per employee on the largest work shift.

d. **Library or Museum**: One space per 300 square feet of gross floor area or one space per four seats to the maximum capacity, whichever is greater, plus one space per employee on the largest work shift.

e. **Elementary or Junior High**: One space per two employees.

f. **Senior High**: One space per two employees, plus 30 percent of maximum capacity.

g. **College or Trade School**: One space per staff member on the largest work shift, plus one space per two students of the largest class attendance period.

(b) **Outdoor Open Space Institutional.** Cemeteries, privately held permanently protected green space areas, open grassed areas not associated with any particular active recreational land use, and similar land uses.

Regulations:

(1) All structures shall be located a minimum of 50 feet from any residentially zoned property.

(2) Shall comply with Section 84.161, standards and procedures applicable to all conditional uses.

(3) Minimum required parking: No parking is required; however, for uses accessory to cemeteries (e.g., mausoleums), parking may be required per the recommendation of the Plan Commission or Zoning Administrator.

(c) **Passive Outdoor Recreation.** Recreational land uses located on public property which involve passive recreational activities, such as arboretums, natural areas, wildlife areas, hiking trails, bike trails, cross country ski trails, horse trails, picnic areas, picnic shelters, botanical gardens, fishing areas, and similar land uses.

Regulations:

request further information and/or additional reports from the Plan Commission, Zoning Administrator, and/or applicant.

(2) The Village Board may take final action (by ordinance) on the application to the Official Zoning Map at the time of its initial meeting, or may continue the proceedings by its own decision or the applicant's request. The Village Board may approve the amendment as originally proposed, may approve the proposed amendment with modifications, or may deny approval of the proposed amendment.

(3) If the Village Board wishes to make significant changes in the proposed amendment to the Official Zoning Map, as recommended by the Plan Commission, the procedure set forth in Section 62.23(7)(d) of the Wisconsin Statutes shall be followed prior to Village Board action. Any action to amend the Official Zoning Map requires a majority vote of the Village Board, except that in case of adverse recommendation by the Plan Commission or of a protest against such change signed and acknowledged by the owners of 20 percent of the frontage proposed to be changed or the frontage immediately in the rear thereof or directly opposite thereto, such amendment shall not be passed, except by a ¾ vote of all members of the Village Board. The Village Board's approval of the requested amendment shall be considered the approval of a unique request, and shall not be construed as precedent for any other proposed amendment.

(h) **Effect of Denial.** No application which has been denied (either wholly or in part) shall be resubmitted for a period of 12 months from the date of said order of denial, except on grounds of new evidence or proof of change of factors found valid by the Zoning Administrator.

SECTION 84.161 Conditional Use Permit Procedures.

(a) **Purpose.** The purpose of this Section is to provide regulations which govern the procedure and requirements for the review and approval, or denial, of proposed conditional uses.

(b) **Applicability.** There are certain uses, which because of their unique characteristics make impractical the predetermination of permissibility. In these cases, specific standards, regulations, or conditions may be established.

(c) **Initiation of Request.** Proceedings for approval of a conditional use may be initiated by an application of the owner(s) of the subject property. NWDSS

(d) **Application.** An application for a conditional use permit shall contain the following (digital files should be submitted rather than paper copies whenever possible, if applicable):

(1) A map of the subject property to scale depicting:

a. All lands for which the conditional use is proposed and all other lands within 100 feet of the boundaries of the subject property.

b. Names and addresses of the owners of all lands on said map as the same appear on the current records of the Register of Deeds of Dane County.

c. Current zoning of the subject property and its environs, and the jurisdiction(s) which maintains that control.

d. All lot dimensions of the subject property.

e. A graphic scale and a north arrow.

(2) Written description of the proposed conditional use including the type of activities, buildings, structures, and off-street parking proposed for the subject property and their general locations. See Appendix A

(3) A site plan of the subject property if proposed for development conforming to all requirements of Section 84.164. If the proposed conditional use is a group or large development (per Section 84.118), a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan. N/A

(4) Written justification for the proposed conditional use, including evidence that the application is consistent with the Comprehensive Plan. See Appendix A

(5) For Group and Large Development, a Transportation Demand Management (TDM) Plan meeting Wisconsin Department of Transportation requirements for content and format may be required by the Village if deemed necessary by the Village Engineer. N/A

(e) **Review by Zoning Administrator.**

(1) The Zoning Administrator shall determine whether the application is complete and fulfills the requirements of this Chapter. If the application is determined to be incomplete, the Zoning Administrator shall notify the applicant.

(2) The Zoning Administrator may coordinate review with the Village's Development Review Team.

(3) The Zoning Administrator shall review the completed application and evaluate whether the proposed conditional use:

a. Is in harmony with the recommendations of the Comprehensive Plan.

b. Will result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future.

Normal parking usage ok, concern is around special events.

c. Maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.

d. The conditional use is located in an area that will be adequately served by, and will not impose an undue burden on, any of the

improvements, facilities, utilities or services provided by public agencies serving the subject property.

e. The potential public benefits outweigh any and all potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts.

(4) The Zoning Administrator shall prepare a written report addressing items (e)(3)a.-e. above, to be forwarded to the Plan Commission for the Commission's review and use in making its recommendation to the Village Board. If the Zoning Administrator determines that the proposal may be in conflict with the provisions of the Comprehensive Plan, the Zoning Administrator shall note this determination in the report.

See memorandum.

(f) **Public Hearing.** Within 50 days of filing of a complete application, the Plan Commission shall hold a public hearing in compliance with Section 84.158 to consider the request.

App Date: Jan 5(draft), Jan 22(final)

Class I Notice: January 22

Hearing Date: February 2

(g) **Review and Recommendation by the Plan Commission.**

(1) Within 60 days after the public hearing, the Plan Commission may make a written report to the Village Board, and/or may state in the minutes its recommendations regarding the application. Said report and/or minutes may include a formal finding of facts developed and approved by the Plan Commission concerning the requirements of Subsection (e)(3)a.-e. above.

(2) If the Plan Commission fails to make a recommendation within 60 days after the public hearing, the Village Board may hold a public hearing within 30 days after the expiration of said 60 day period. Failure to receive a recommendation from the Plan Commission shall not invalidate the proceedings or actions of the Village Board. If a public hearing is necessary, the Village Board shall provide notice per the requirements so Section 84.158.

(h) **Review and Action by Village Board.**

(1) The Village Board shall consider the recommendation of the Plan Commission regarding the proposed conditional use. The Village Board may request further information and/or additional reports from the Plan Commission, Zoning Administrator, applicant, and/or from any other source.

(2) The Village Board may take final action (by resolution) on the application at the time of its initial meeting or may continue the proceedings at applicant's request. The Village Board may approve the conditional use as originally proposed, may approve the proposed conditional use with modifications, or may deny approval of the proposed conditional use.

(3) If the Village Board wishes to make significant changes in the proposed conditional use, as recommended by the Plan Commission, then the procedure set forth in Section 62.23(7)(d) of the Wisconsin Statutes shall be followed prior to Village Board action.

(i) **Effect of Denial.** No application which has been denied (either wholly or in part) shall be resubmitted for a period of 12 months from the date of said order of denial, except on grounds of new evidence or proof of change of factors found valid by the Zoning Administrator.

(j) **Revocation of an Approved Conditional Use.** Upon approval by the Village Board, the applicant must demonstrate that the proposed conditional use meets all general and specific conditional use requirements in the site plan required for initiation of development activity on the subject property per Section 84.164. Once a conditional use is granted, no erosion control permit, site plan, certificate of occupancy, or building permit shall be issued for any development which does not comply with all requirements of this Chapter. Any conditional use found not to be in compliance with the terms of this Chapter shall be considered in violation of this Chapter and shall be subject to all applicable procedures and penalties. A conditional use may be revoked for such a violation by majority vote of the Village Board, following the procedures outlined in Subsection (i), above.

(k) **Time Limits on the Development of Conditional Use.** Unless extended as a condition of approval, the start of construction of any and all conditional uses shall be initiated within 365 days of its approval by the Village Board and shall be operational within 730 days of said approval. Failure to initiate development within this period shall automatically constitute a revocation of the conditional use. For the purposes of this Section, "operational" shall be defined as the granting of a certificate of occupancy for the conditional use. Prior to such a revocation, the applicant may request an extension of this period. Said request shall require formal approval by the Village Board and shall be based upon a showing of acceptable justification (as determined by the Village Board). However, as a condition of approval, the 365 and/or 730 day time limits may be extended for any specific period including not time limit to accommodate phased or multi-stage development.

(l) **Discontinuing an Approved Conditional Use.** Any and all conditional uses which have been discontinued for a period exceeding 365 days shall have their conditional use invalidated automatically. The burden of proof shall be on the property owner to conclusively demonstrate that the subject conditional use was operational during this period.

(m) **Change of Ownership.** All requirements of the approved conditional use shall be continued regardless of ownership of the subject property; however, submittal of a plan of operation may be required prior to the change in ownership.

(n) **Modification, Alteration, or Expansion.** Modification, alteration, or expansion of any conditional use without approval by the Village Board, shall be considered in violation of this Chapter and shall be grounds for revocation of said conditional use approval per Subsection (j), above. A modification, alteration, or expansion which has been approved as part of a prior valid condition use does not require a new conditional use approval.

(o) **Recording of Conditional Use Requirements.** Except for conditional use approvals for temporary uses, a certified copy of the authorizing resolution, containing identifiable description and any specific requirements of approval, shall be recorded by the Village, at the applicant's expense, with the Register of Deeds for the subject property.

(p) **Formerly Approved Conditional Uses.** A use now regulated as a conditional use which was approved as a legal land use, either permitted by right or as a conditional use, prior to the effective date of this Chapter, shall be considered as a legal, conforming land use so long as the previously approved conditions of use and previously approved site plan are followed. Any modification of the previously approved conditions of use or site plan shall require application and Village consideration under this Section.

(q) **Limited Conditional Uses.** A limited conditional use is any development, activity or operation for which a conditional use permit has been approved that is limited to a specific operator or property owner, or to a specific date or event upon which the conditional use permit either expires or is required to be reviewed and reapproved. The Plan Commission may recommend, and the Village Board may designate, any proposed conditional use request as a limited conditional use. The Plan Commission shall specify which of the following characteristics are present that create the need for the limited conditional use:

(1) A particular aspect of the specific land use.

(2) A particular aspect of the proposed operation (including, but not limited to, operating hours).

(3) A particular aspect of the proposed location.

(4) A particular aspect of the proposed site design.

(5) A particular aspect of the adjacent property or of the surrounding environs.

(6) Any other reason(s) the Village Board deems specially relevant and material.

(r) **Successor Conditional Uses.**

(1) **Definition.** A successor conditional use is a land use which has been granted a conditional use permit by the Village, which is proposed to undergo one or more of the following:

a. Changing from the specific use originally permitted by conditional use to another operation of the same use. (For example, changing from one restaurant to another is permitted. However, changing from a restaurant to a tavern is not permitted even though both are considered Indoor Commercial Entertainment land uses under Section 84.58(d). Likewise, changing from a drive-through restaurant to a drive-through bank is not permitted, even though both are considered In-Vehicle Sales and Service under Section 84.58(i).

b. Only a change in the ownership of the subject property.

c. Only a change in the ownership of the business or other operator of the land use.

d. Other changes explicitly identified in a currently valid conditional use permit which are identified as acceptable as a successor conditional use.

(2) **Purpose.** The purpose of these provisions is to create a process which:

a. Verifies that the proposed change is a valid successor conditional use.

b. Creates a record that the proposed change is recognized by the Village as a successor conditional use.

c. Clarifies that the same conditions of approval, development and operation continue to apply to a successor conditional use.

d. Reduces the costs and time needed to approve a successor conditional use;

(3) **Approval Process.** A successor conditional use shall not require the granting of a new conditional use permit by the Village. However, prior to operation, a successor conditional use shall require the formal reaffirmation of its status as a valid successor conditional use. This required formal reaffirmation shall be issued in writing by the Village Zoning Administrator, or by the designee of the Village Zoning Administrator.

(4) **Proposed Expansions are Not Eligible.** Any physical enlargement of a previously approved conditional use in terms of buildings, structures, activity areas, and/or any expansion of the conditions of operation, beyond the limits of site plans, floor plans and conditions of operation approved through the conditional use process, shall not be eligible for treatment as a successor conditional use, and must seek an amendment to its conditional use permit through the conditional use process.

(5) **Ineligible Land Uses.** The following land uses are not eligible for treatment as a successor conditional use, and shall require approval of a new limited conditional use permit which is specific to both the business owner and to the property owner:

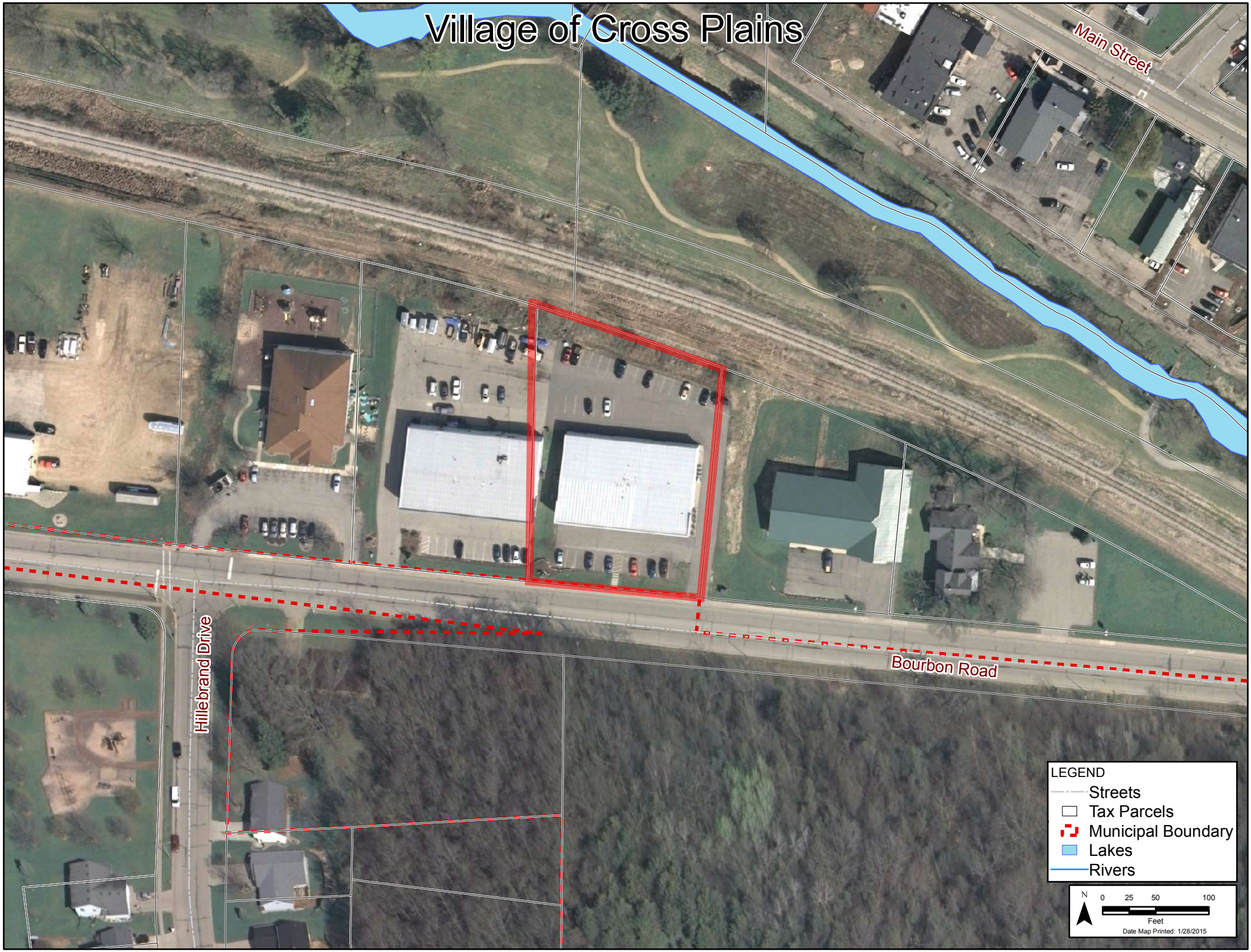
a. Intermediate Home Day Care (9-15 children) land uses in residential zoning districts.

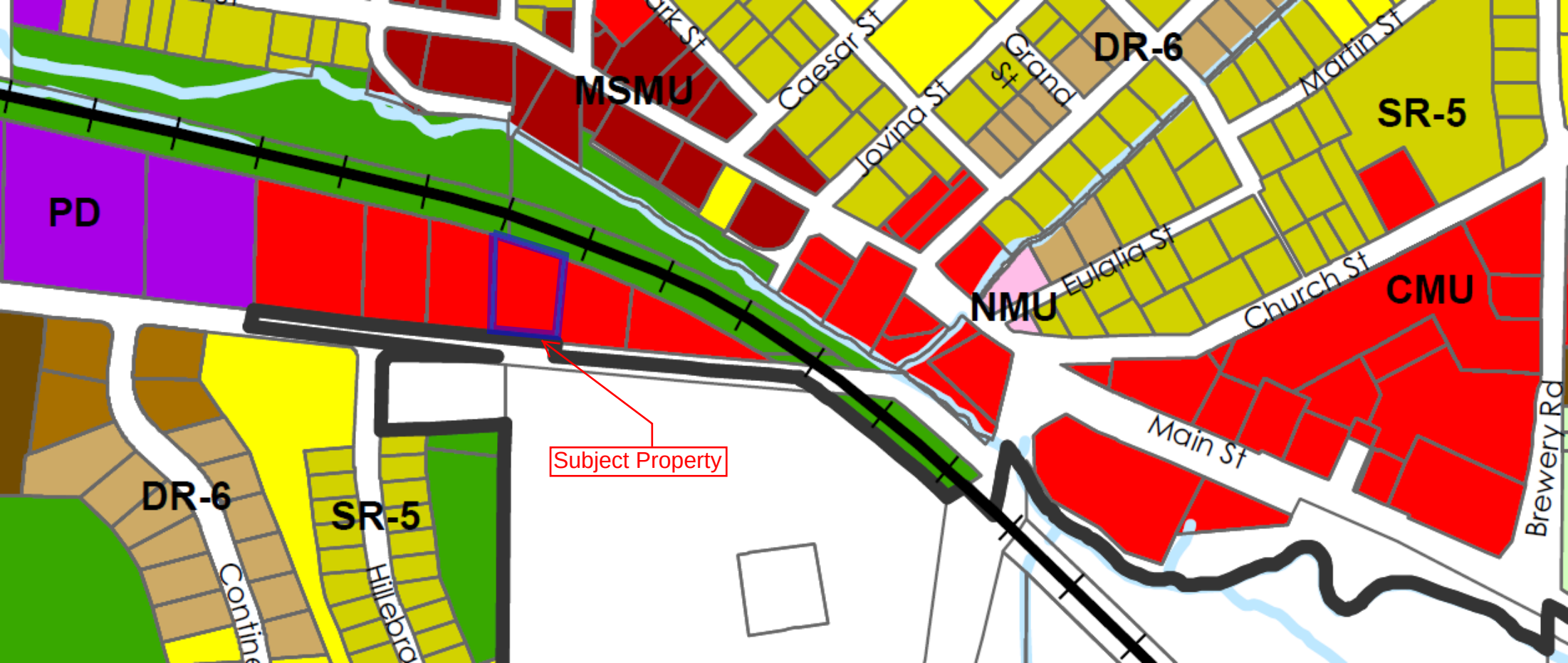
b. Bed and Breakfast land uses in residential zoning districts.

SECTION 84.162 Temporary Use Permit Procedures.

(a) **Purpose.** The purpose of this Section is to provide regulations that govern temporary uses. All temporary uses are required to meet the general requirements of this Chapter and the requirements of the zoning district in which the subject property is located.

(b) **Review and Approval by the Zoning Administrator.** There is no formal application requirement or process for temporary uses. However, temporary uses have the potential to create undesirable impacts on nearby properties that cannot be determined except on a case-by-case basis. In order to address unforeseen


Village of Cross Plains
Main Street
Bourbon Road
Hillebrand Drive
LEGEND
Streets
Tax Parcels
Municipal Boundary
Lakes
Rivers
N
0 25 50 100
Feet
Date Map Printed: 1/28/2015


MSMU
Caesar St
Jovina St
Grand St
DR-6
Martin St
SR-5
PD
Eulalia St
NMU
Church St
CMU
Subject Property
Main St
Brewery Rd
DR-6
SR-5
Continental
Hillebrand

VILLAGE OF CROSS PLAINS
2417 Brewery Road, PO Box 97 • Cross Plains, WI 53528 • Phone (608) 798-3241 • Fax (608) 798-3817

January 13, 2015

RE: Proposed Conditional Use Permit Application for Northwest Dane Senior Services located at 1837 Bourbon Road

Dear Property Owner and/or Resident:

Please find on the back of this letter the public hearing notice for a proposed Conditional Use Permit for Northwest Dane Senior Services to be located at 1837 Bourbon Road. The permit is required in order for an Indoor Institutional use to be allowed at this location.

You are receiving this notice because you either reside or own property within the vicinity of the proposed conditional use permit.

Please contact me if you have any questions, (608) 798-3241 x 105.

Sincerely,

Matthew G. Schuenke
Zoning Administrator

VILLAGE OF CROSS PLAINS

2417 Brewery Road
Cross Plains, WI 53528
(608) 798-3241

Plan Commission – Public Hearing Notice

Notice is hereby given that a public hearing will be held at the Village Hall located at 2417 Brewery Road, Cross Plains, WI 53528 at 7:00 pm on February 2, 2015 before the Plan Commission regarding the following items:

1. A request from Northwest Dane Senior Services for a Conditional Use Permit as an Indoor Institutional use located at 1837 Bourbon Road.

Dated this 22nd day of January, 2015.

Matthew G. Schuenke
Administrator/Clerk-Treasurer

NWDSS Conditional Use Permit - Public Hearing Notice Distribution

Parcel #	Name	Address	City	State	Zip Code	Notes
	Douglas F & Laurel L Schwartz	6065 Whippoorwill Road	Cross Plains	WI	53528	Property Owner
0707-032-9873-1	**Current Resident**	**1837 Bourbon Road**	**Cross Plains**	**WI**	**53528**	**Subject Property**
0707-032-9873-1	**Current Resident**	**1841 Bourbon Road**	**Cross Plains**	**WI**	**53528**	**Subject Property**
0707-031-9265-8	Current Resident	1843 Bourbon Road	Cross Plains	WI	53528	within 100'
	Joseph C Valenta	1845 Bourbon Road	Cross Plains	WI	53528	within 100'
0707-034-8550-1	Gary & Kristine Brunner	4597 County Highway P	Cross Plains	WI	53528	within 100'
0707-033-8000-7	James W Buntrock	8589 Bourbon Road	Cross Plains	WI	53528	within 100'
0707-032-9862-4	Bourbon Road Properties LLC	1825 Bourbon Road	Cross Plains	WI	53528	within 100'
0707-032-9691-1	WI DOT	2101 Wright Street	Madison	WI	53704	within 100'
0707-031-9221-0	WI DOT	2101 Wright Street	Madison	WI	53704	within 100'
	Northwest Dane Senior Services	1940 Blue Mounds St, Suite 2	Black Earth	WI	53515	Petitioner
	Town of Cross Plains	3734 County Road P	Cross Plains	WI	53528	within 1,000'

MGS
1/12/2015

From:	Paul A. Johnson
To:	Jay D. Moretti; Matt Schuenke
Subject:	FW: Bourbon Road Business Condominium
Date:	Monday, January 05, 2015 3:11:02 PM
Attachments:	Articles of Organization.docx Bylaws.docx Condo Plat.pdf Decl of Condo.docx

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Hi Jay:

I reviewed the documents for the Bourbon Road Business Condominium and have no objections or concerns. The only issue is to include the proper tax parcel numbers on the documents.

Matt: Under Chapter 83, Condo projects are to be reviewed in the same manner as certified survey maps so I think this needs to go to the Plan commission and then to the Board for final approval and assuming there are no issues there, all should be good.

Let me know if you need anything else from me on this project.

Paul A. Johnson
Boardman & Clark LLP
Attorney at Law
pjohnson@boardmanclark.com
Direct: 608-286-7210
Phone: 608-592-3877
Fax: 608-592-5844

=-=-=

Lodi Office
BOARDMAN & CLARK LLP
113 SOUTH MAIN STREET
SUITE 301
P.O. Box 256
LODI, WI 53555

IRS CIRCULAR 230 NOTICE: To ensure our compliance with certain U.S. Treasury Regulations, please be advised that, unless expressly indicated otherwise, if this communication or any attachment to this communication contains advice relating to any Federal tax issue, the advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding Federal tax penalties. If any of the advice was written to support the promotion, marketing, or recommendation of any transaction or matter addressed within the meaning of internal Revenue Service Circular 230, you should seek advice based upon your particular circumstances from an independent tax advisor.

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-----Original Message-----
From: Atty Jay Moretti [mailto:moretti@chorus.net]
Sent: Monday, December 29, 2014 12:17 PM
To: Paul A. Johnson
Subject: Bourbon Road Business Condominium

Dear Paul:

The Village Administrator has asked that I forward the draft condominium documents for Bourbon Road Condominium to you for your review. Attached you will find the Declaration of Condominium, Articles of Organization for the Owner's Association, the Bylaws for the Association and the Condominium Plat. Please review and contact me with respect to the acceptability of the documents as prepared.

Very truly yours,

Jay D. Moretti
Attorney at Law
608-798-3521

ARTICLES OF ORGANIZATION AND STATEMENT OF AUTHORITY FOR BOURBON ROAD BUSINESS CONDOMINIUM UNIT OWNERS ASSOCIATION UA

Name & Return Address:

Parcel Id. No.: 181 1263-00000

The undersigned, being the Declarant of Bourbon Road Business Condominium (the "Condominium") hereby creates an unincorporated nonprofit association (the "Association") under Chapter 184, Wisconsin Statutes, to serve as the condominium association under Chapter 703 of the Wisconsin Statutes, for the Condominium**.**

1. The name of the Association is BOURBON ROAD BUSINESS CONDOMINIUM UNIT OWNERS ASSOCIATION UA.

2. The Association is organized under Chapter 184 Wisconsin Statutes.

3. The agent for receipt of service of process for the Association is:

   Douglas F. Schwartz, Registered Agent
   1841 Bourbon Road
   Cross Plains, Wisconsin 53528

4. The address of the Association in Wisconsin is:

   1841 Bourbon Road
   Cross Plains, Wisconsin 53528

5. The purpose for which the Association is organized is to serve as the condominium association for the Bourbon Road Business Condominium, in the Village of Cross Plains, Dane County, WI.

6. The members of the Association shall be those persons who from time to time own units in the Condominium.

7. Declarant shall adopt Bylaws for the Association. Among other matters, the Bylaws shall call for a Board of Directors who will manage the affairs of the Association.

8. This instrument and the Bylaws may be amended by the vote or consent of members owning more than 75% of the members' votes.

9. Either the Board of Directors of the Association or the members of the Association, acting in the manner provided in the Bylaws for the Association, shall have the right to authorize a person to transfer real property of the Association. Declarant as the organizer of the Association has authorized execution of this instrument.

10. Each owner of a unit in the Condominium shall automatically be a member of the Association. No shares nor certificates of membership shall be issued. At meetings of the Association each unit owner shall have the right to cast the number of votes appurtenant to the owner's unit as provided in the declaration of condominium for the Condominium, except that the Bylaws may contain a provision prohibiting any unit owner from voting at a meeting if the Association has recorded a statement of condominium lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting. No member may transfer the member's membership or any rights arising from the membership except that those rights shall be automatically transferred to any purchaser of the member's condominium unit in the Condominium.

11. The Association shall not engage in any activities constituting a regular business of a kind ordinarily carried on for profit. No part of the net earnings of the corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of property of the corporation within the meaning of Section 528 of the Internal Revenue Code, or other than by a rebate

of excess membership dues, fees, or assessments) to the benefit of any unit

owner of the Condominium. In case of voluntary or involuntary dissolution of the Association, any remaining property of the Association shall be distributed to such persons and in such manner as will not adversely affect any then existing exemption of the Association from United States incomes taxes.

12. The real estate currently subject to the declaration of condominium is described as follows:

> Lot Three (3) of Certified Survey Map No. 5788 recorded in the Dane County Register of Deeds office in Volume 27 of Certified Survey Maps, Page 172, as Document No. 2130571, in the Village of Cross Plains, Dane County, Wisconsin.

Dated this _____ day of _____ , 2014.

_____
Douglas F. Schwartz, Declarant

_____
Laurel L. Schwartz, Declarant

Signature of Douglas F. Schwartz and Laurel L. Schwartz authenticated this _____ day of _____, 2014.

_____
Jay D. Moretti
Member of State Bar of Wisconsin

Drafted by and return to:
Attorney Jay D. Moretti
2305 Main Street
Cross Plains, WI 53528

BOURBON ROAD BUSINESS CONDOMINIUM UNIT OWNERS ASSOCIATION UA

BYLAWS

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Parcel No. 181 1263-00000

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BOURBON ROAD BUSINESS CONDOMINIUM UNIT OWNERS ASSOCIATION UA

BYLAWS

The following Bylaws apply to Bourbon Road Business Condominium, created by a Declaration of Condominium recorded as Document No. _____, of Records and a Condominium Plat recorded at Document No. _____, at Cabinet _____ of Condominium Plats, in the office of the Register of Deeds for Dane County, Wisconsin. These Bylaws incorporate by reference the said Declaration of Condominium and Condominium Plat, and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes. The Bylaws are intended to provide the structure necessary for the operation of Bourbon Road Business Condominium Unit Owners Association UA (the Association), a "small condominium" as described in Section 703.365, Wisconsin Statutes, and to permit Unit Owners to participate through a democratic structure in the governance of the Association. These Bylaws are adopted by Douglas F. Schwartz and Laurel L. Schwartz (Declarant), the organizer of the Association.

SECTION I

NAME, FORM OF ADMINISTRATION, ADDRESS

1.01 Name. The name of the Association created herein is Bourbon Road Business Condominium Unit Owners Association UA, and is referred to herein as the Association.

1.02 Form of Administration. The Association is an unincorporated association organized under Chapter 184 of the Wisconsin Statutes and is created to serve as the association of unit owners for those persons owning units at Bourbon Road Business Condominium pursuant to Section 703.15(1), Wis. Stats. The affairs of the Association shall be governed by its Board of Directors, subject to any rights reserved by the Declarant in accordance with Chapter 703 of the Wisconsin Statutes.

1.03 Address. The address and principal office of the Association is 1841 Bourbon Road, Cross Plains, WI 53528.

SECTION II

MEMBERS: RIGHTS AND OBLIGATIONS

2.01 Members. All unit owners in the Condominium are, by the fact of ownership of their unit, members of the Association. As such they are granted all rights

and subject to all obligations of membership as created herein. Land contract vendees and not land contract vendors are members of the Association. Persons holding an interest in a unit only as security for an obligation (including mortgagees) are not members of the Association.

2.02 Notice to Members. Notice of meetings shall be given in a manner best calculated to assure that actual notice is received by members.

2.03 Roster of Mortgagees. The Association shall maintain a roster of holders of security interests in units and shall provide such notices regarding the unit encumbered and the Condominium involving condemnation or casualty loss, declaration or bylaw amendments, termination or modification of insurance, delinquency in payment of assessments on the specific unit, or such other events or actions as a unit security holder requests or the law or any document related to the mortgage or other security instrument requires. Unit owners are responsible for providing the information necessary to keep this roster current.

2.04 Meetings. There shall be an annual and such special meetings of the members of the Association as the Board of Directors of the Association shall establish by resolution.

2.05 Voting. There shall be one vote appurtenant to each unit which the owners of the unit may cast at meetings of the Association, subject to the limitations in these Bylaws. Except as otherwise provided by law, the declaration of the condominium or these bylaws, decisions of the members shall be made by appurtenant vote or written consent of at least 75% of the unit votes of the condominium.

2.06 Majority of Owners. A majority of the owners or a specified percentage or fraction of the owners means, respectively, owners having 75% or more of the vote or owners holding the specified percentage or fraction of the votes.

2.07 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the owners shall constitute a quorum.

2.08 Proxies. Votes may be cast in person or by proxy. Proxies shall be in writing and shall be filed with the Association prior to the scheduled time of each meeting. A proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

2.09 Multiple Owners of Unit. If a unit has multiple owners and only one of the multiple owners of the unit is present at a meeting of the Association, the owner is entitled to cast the vote allocated to that unit. If more than one of the multiple owners of a unit is present, only one vote is allowed for the unit. There shall be no fractional

voting. Unanimous consent is conclusively presumed if any one of the unit owners purports to cast the vote allocated to that unit. If there is not unanimous consent, a vote will not count.

2.10 Information on Owners. Each unit owner shall furnish the Association with the owner's name and current mailing address. No unit owner may vote at a meeting of the Association until this information is furnished.

2.11 Effect of Condominium Lien. A unit owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting. Any unit owner so prohibited from voting shall be excluded as an "owner" under Section 2.06 for the purpose of determining the number of owners having a vote.

2.12 Decisions. Except as otherwise provided by law, the declaration for the Condominium or these Bylaws, decisions of the members shall be made by the vote of a majority of the owners present and voting at a meeting at which a quorum of the owners is present.

SECTION III

BOARD OF DIRECTORS; OFFICERS

3.01 Number , Qualification of Directors. The affairs of the Association shall be governed by a board of Directors composed of one representative from each unit, chosen by and from the unit owners of the unit.

3.02 Meetings of the Board.

(1) Annual Meeting. The annual meeting of the Board of Directors shall be held on the ***first Saturday of October*** of each year at 1 o'clock p.m. at the principal office of the Association, or at such other time and place as the Directors may select.

(2) Regular Meetings. The Board of Directors shall meet at least quarterly.

(3) Special Meetings. The Board of Directors shall hold a special meeting at the request of Declarant or any director at the principal office of the Association at a time set by the president, but no sooner than 24 hours after receipt of the request.

(4) Notice. Notice of meetings shall given in a manner best calculated to assure that actual notice is received by the owners of all units.

3.03 Quorum of Directors. ***At least 75% of the Directors***, present in person, constitutes a quorum of the Board of Directors.

3.04 Voting.

(1) Actions. The acts of at least ***75% of the Directors*** shall be the acts of the board.

(2) Written Consent. Action by the Board of Directors may be taken by unanimous written consent without a meeting.

(3) Deadlock. If the Unit Owners are unable to resolve an issue by vote, the issue shall be settled by arbitration as provided in Wisconsin Statutes Section 703.365(6).

.

3.05 Powers. The Board of Directors shall take such actions as may be necessary or appropriate in relation to maintenance, operation and duties of the Association, including the borrowing of money and the acquiring and conveying of real and personal property in the name of the Association. The board may retain a manager for the condominium. The Directors shall not have the right to receive any compensation for their services as Directors.

3.06 Officers. There shall be no Officers of the Association.

SECTION IV

ASSESSMENTS; FINANCE

4.01 Common Expenses. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Association pursuant provisions of Article 12 of the Declaration, and shall also include such amounts as the Association may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year.

4.02 Determination of Common Expenses. The Association may from time to time, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year, and allocate and assess such common expenses against the Unit Owners as provided in Article 17 of the Declaration and these By-laws.

Provided however, that the budget and the assessments created hereby shall be presented for review and approval by the members at the annual member's meeting or any special meeting called for such purpose.

4.03 Payment of Common Expenses. All Unit Owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 4.02 of this Section IV at such time or times and in such manner as the Board of Directors shall determine, including automatic monthly withdrawals from the Unit Owners' banking accounts into a designated depository. A late charge of up to $20 may be imposed by the Board of Directors against a Unit Owner if any balance in common expenses remains unpaid by the fifth day of the month when due. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him. A purchaser of a Unit shall be liable for the payment of common expenses assessed against such Unit prior to the acquisition by him of such Unit except that if the Association or Board of Directors furnishes a statement pursuant to Section 703.16 of the Wisconsin Condominium Ownership Act, such liability shall be limited to the amount set forth therein. Each Unit Owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

4.04 Collection of Assessments. The Association may take action to collect from a Unit Owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

4.05 Default in Payment of Assessments. In the event of default by any Unit Owner in paying to the Association the assessed common expenses, such Unit Owner shall be obligated to pay interest at the highest rate permitted by law per year on such assessments from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Association in any proceeding brought to collect such unpaid assessments. The Association shall have the right and duty to attempt to recover such assessments and expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 703.16 of the Wisconsin Condominium Ownership Act. The Association shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting. By acceptance of the deed to his Unit, each Unit Owner shall be deemed to have consented to such notification. Each Unit Owner grants an irrevocable proxy to the other Unit Owner to act on behalf of the Association and take on unilateral action deemed necessary by either Unit Owner, but only after each Unit Owner is given notice of a meeting requested by the other Unit Owner, including the action to be taken by or proposed for

the Association, at least thirty (30) days prior to the date of the requested meeting. Said proxy should remain in effect until the absent Unit Owner appears for a meeting properly noticed.

4.06 Foreclosure of Liens for Assessments. In any action brought by the Association to foreclose a lien on a Unit because of unpaid assessments, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

4.07 Statement of Assessments. The Association shall promptly provide any Unit Owner, his mortgagee or land contract vendor, who makes a request in writing, with a written statement of his unpaid assessments.

SECTION V

RECORDS; ACCOUNTS;

5.01 Accounts; Records. The Association will maintain all accounts and records for the activities at the Condominium.

SECTION VI

LIABILITY OF DIRECTORS AND OFFICERS

6.01 Exculpation. No Director or Officer of the Association, in his capacity as Director or Officer rather than as a unit owner, is liable for acts or defaults of any other Director, Officer or unit owner or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence. Nothing contained in this section exempts such Director or Officer from the liabilities and obligations of unit owners as provided by these Bylaws.

6.02 Indemnification. Every Director and Officer of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with the claim, action, suit proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a Director or Officer of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally

adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification is in addition to and not in limitation of all the rights to which such persons may be entitled as matter of law and inures to the benefit of the legal representatives of such person. The Association may insure its obligations under this subsection.

SECTION VII

FISCAL YEAR

7.01 Fiscal Year. The fiscal year of the Association begins on the first day of January in each year and ends on the last day of December of that year.

SECTION VIII

AMENDMENT

8.01 Amendment. These Bylaws may be amended by the affirmative vote of unit owners having 75% or more of the votes.

SECTION IX

INTERPRETATION

9.01 Interpretation. In case any provision of these Bylaws shall be held invalid such invalidity shall not render invalid any other provision hereof which can be given effect.

9.02 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

9.03 Gender; Number. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.04 Mortgagee. As used herein, the word “mortgagee” shall be deemed to include vendors under land contracts conveying a unit.

SECTION X

MORTGAGEES

10.01 Notice to Association. An owner who mortgages the owner's unit shall notify the Association through the manager, if any, or the president of the Board in the event there is no manager, of the name and address of the mortgagee; and the Association shall maintain this information.

10.02 Notice of Unpaid Assessments. The Board shall upon request of a unit owner or the owner's mortgagee report any unpaid assessments due from the owner.

10.03 Protection of First Mortgagee. If the holder of a first mortgage on a unit forecloses the mortgage, or accepts a deed in lieu of foreclosure, the lien of any condominium assessment shall be automatically extinguished, without the need to name the Association as defendant in the foreclosure and without the need to take any other action. The purchaser at the foreclosure sale, the grantee named in the deed in lieu of foreclosure, and their heirs, representatives, successors and assigns shall not be liable for any common expenses or assessments accruing prior to the acquisition of title by such purchaser or grantee. The lien of a first purchase money mortgage shall be prior to all unpaid assessments accruing prior to the perfection of the mortgage lien.

Any foreclosure of a condominium assessment, or acceptance of a deed in lieu of such foreclosure, shall be subject to any existing first mortgage on the unit involved, and the lien of the mortgage shall not be affected by the foreclosure or deed.

In case of conflict between this Section 10.03 and any other provision of the condominium documents, Section 10.03 shall control. Any amendment to this Section 10.03 shall require the written consent of the first mortgagees of the units.

Adopted _____, 20___.

_____	_____
Douglas F. Schwartz Organizer of the Association and Declarant	Laurel L. Schwartz Organizer of the Association and Declarant

Authentication

Signature of Douglas F. Schwartz and Laurel L. Schwartz, authenticated this _____ day of _____, 20___.

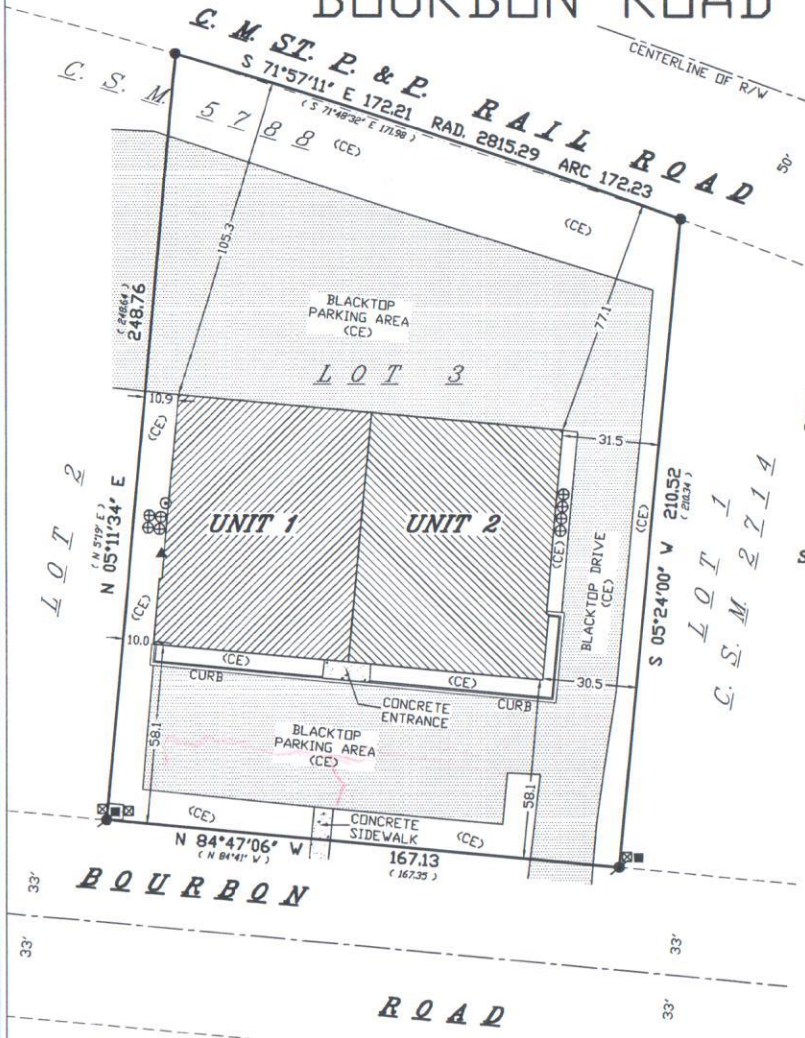
_____
Jay D. Moretti
Member of State Bar of Wisconsin

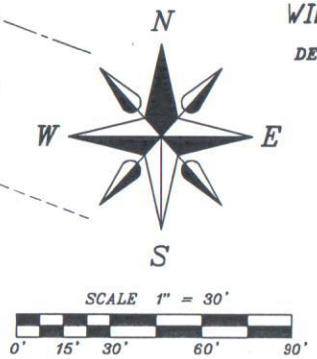
This Instrument
Drafted by
Attorney Jay D. Moretti

BOURBON ROAD BUSINESS CONDOMINIUM PLAT

DANE COUNTY, WISCONSIN

WILLIAMSON SURVEYING & ASSOCIATES, LLC





DESCRIPTION:

LOT 3, CERTIFIED SURVEY MAP NO. 5788, RECORDED AS DOCUMENT NO. 2130571 IN VOLUME 27 OF CERTIFIED SURVEYS ON PAGE 172 IN THE VILLAGE OF CROSS PLAINS, DANE COUNTY, WISCONSIN.

NOTES:

1.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT FOR THE SUBJECT TRACT OR ADJOINERS AND IS THEREFORE SUBJECT TO ANY EASEMENTS, AGREEMENTS, RESTRICTIONS AND STATEMENT OF FACTS REVEALED BY EXAMINATION OF SUCH DOCUMENTS.

2.) AREA COMPUTATIONS AND DIMENSIONS ARE BASED ON FIELD MEASUREMENTS OR ARCHITECTURAL PLANS DIMENSIONS AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FOURTH IN THE CONDOMINIUM DECLARATION.

3.) ALL AREAS NOT DESIGNATED AS LIMITED COMMON ELEMENT, ARE A COMMON ELEMENT.

4.) AREA = 38,625 SQ.FT. OR 0.88 ACRES

5.) WETLANDS, IF PRESENT, HAVE NOT BEEN DELINEATED OR SHOWN.

6.) FLOOD PLAIN, IF PRESENT, HAS NOT BEEN LOCATED OR SHOWN.

LEGEND

- ● = FOUND 1 1/2" PIPE
- ◐ = FOUND 3/4" REBAR
- (##) = RECORDED AS
- ⊕ = A/C UNIT
- ⊙ = ELECTRIC METER
- ⊠ = UTILITY PEDESTAL
- ■ = UTILITY BOX
- ▲ = GAS METER

SURVEYOR'S CERTIFICATE:

I, Chris W. Adams, Registered Land Surveyor, hereby certify that this plat is a correct representation of the condominium described and identification and location of the units and the common and limited common elements can be determined from the plat.

Williamson Surveying and Associates, LLC
by Noa T. Prieve & Chris W. Adams

DATE: _____

_____
Chris W. Adams S-2748
Registered Land Surveyor - Owner

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

Dated this ____ day of _____, 20____

_____
Dane County Planning and Development

RECEIVED FOR RECORDING THIS_____DAY OF_____, AT _____O'CLOCK_____.M. AND RECORDED IN VOLUME_____, ON PAGES_____AND _____.

DOCUMENT NO._____, _____.

REGISTER OF DEEDS

SURVEYORS SEAL

WILLIAMSON SURVEYING & ASSOCIATES, LLC
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NOA T. PRIEVE & CHRIS W. ADAMS
REGISTERED LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

DRAWN BY	CHRIS ADAMS
DRAWING NO.	14W-457
SHEET	1 OF 2

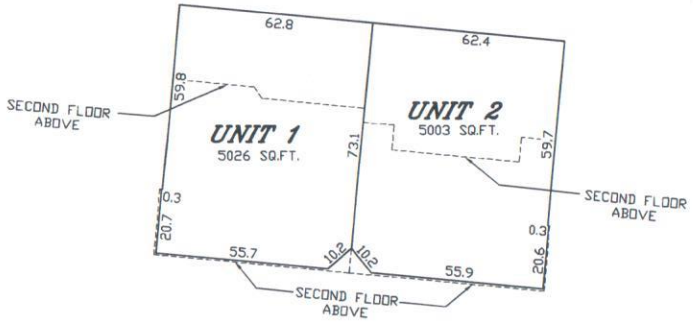
BOURBON ROAD BUSINESS CONDOMINIUM PLAT

DANE COUNTY, WISCONSIN

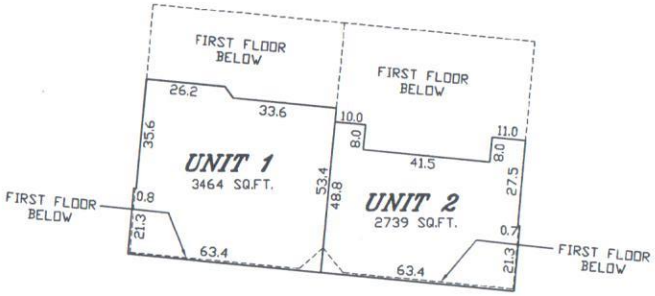
WILLIAMSON SURVEYING & ASSOCIATES, LLC

SCALE 1" = 30'

0' 15' 30' 60' 90'



FIRST FLOOR ELEVATION



SECOND FLOOR ELEVATION

SURVEYORS SEAL

WILLIAMSON SURVEYING & ASSOCIATES, LLC
104 A WEST MAIN STREET, WAUNAKEE, WISCONSIN, 53597.
NOA T. PRIEVE & CHRIS W. ADAMS
REGISTERED LAND SURVEYORS
PHONE: 608-255-5705 FAX: 608-849-9760 WEB: WILLIAMSONSURVEYING.COM

DRAWN BY	CHRIS ADAMS
DRAWING NO.	146-457
SHEET	2 OF 2

Document No.

DECLARATION OF CONDOMINIUM

Return to:

Attorney Jay D. Moretti
2305 Main Street
PO Box 186
Cross Plains, WI 53528

Parcel Numbers

Comment [COMMENT1]: Appendix A: Declaration of Condominium

Important: The sample language and forms in the *Drafter's Guide to Wisconsin Condominium Documents* are examples only. Because of the rapidly changing nature of the law, no example should *ever* be used "as is." When using these materials, refer to the accompanying commentary in the *Drafter's Guide*. In addition, *always* check original sources of authority for current law and adapt the form language to fit your client's circumstances.

Caution: This form gives only an *approximation* of the required format for a document recorded in the office of a register of deeds. Practitioners will need to modify this form as necessary to meet the precise format requirements set forth in section 59.43(2m) of the Wisconsin Statutes.

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made this . day of _____, 2014, by Douglas F. Schwartz and Laurel L. Schwartz, (the "Declarant").

ARTICLE I

DECLARATION

Declarant hereby declares that Declarant is the sole owner of the Land (as defined in Section 2.02), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is "Bourbon Road Business Condominium."

2.02. Legal Description. The land comprising the Property (the "Land") is located in the Village of Cross Plains, County of Dane, State of Wisconsin, and is legally described as follows:

> Lot Three (3) of Certified Survey Map No. 5788 recorded in the Dane County Register of Deeds office in Volume 27 of Certified Survey Maps, Page 172, as Document No. 2130571, in the Village of Cross Plains, Dane County, Wisconsin.

2.03. Address. The address of the Condominium is 1841 Bourbon Road, Cross Plains, Wisconsin 53528. The addresses of the Condominium Units are as follows:

Unit 1	1841 Bourbon Road, Cross Plains, WI 53528
Unit 2	1837 Bourbon Road, Cross Plains, WI 53528

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall consist of Two (2) units (individually a "Unit" and collectively the "Units") located in the building identified on the condominium plat attached hereto as Exhibit A and made a part hereof (the "Condominium Plat"). The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 and Unit 2, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." Where a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

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

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

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

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

3.03. Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now of hereafter located within such boundaries, including:

(a) Windows and doors, (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, and exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

Specifically not included as part of a Unit are those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components, plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements.

ARTICLE IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS

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

(a) The Land;

(b) The paved driveway, parking areas and sidewalk situated on the Land;

(c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;

(e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and

4.02. Limited Common Elements. There are no limited common elements.

4.03. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair the Building, or as a result of settling or

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

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

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

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements appurtenant to each Unit shall be 50%.

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

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

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

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

ARTICLE VI

RIGHT TO EXPAND

6.01. Reservation of Right. The Declarant does not reserve the right to expand the Condominium.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as "Bourbon Road Business Condominium Unit Owner's Association" (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be an unincorporated nonprofit association under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's bylaws (the "Bylaws"), the Condominium Ownership Act, and this Declaration. All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all of the provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners unless otherwise stated in such amendment or modification.

7.02. Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, the affairs of the Condominium shall be governed by the Association.

7.03. Board of Directors. The affairs of the Association shall be governed by its board of directors.

7.04. Maintenance and Repairs.

(a) Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, driveways, and parking areas.

(b) Units. Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing prior to the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) Damage Caused by Unit Owners. To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof) or (iii) the Association is required to restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement and restoration.

7.05. Common Expenses. Any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and other areas described in Section 7.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: insurance; landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.06. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

7.07. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the

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

7.08. Common Surpluses. If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective percentage interests in the Common Elements or may be used for any other purpose as the Association may determine.

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

7.10. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

8.02. Separation, Merger and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association and all owners. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association and all owners.

8.03. Use and Restrictions on Use of Unit. The Units are intended for commercial use as is presently or hereafter defined and permitted by the Village of Cross Plains Village Ordinances and are restricted to that use. Use of a Unit as a dwelling is expressly forbidden.

8.04. Nuisances. No nuisances shall be allowed upon the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium. The Board of Directors is expressly empowered to determine whether any nuisance exists and to abate that nuisance.

8.05. Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that

(a) The term of any such lease shall not be less than four (4) months;

(b) The Unit Owner has obtained the prior written approval of the Association to the proposed tenant and the terms of the proposed lease;

(c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

8.06. Signs. Reasonable commercial signs shall be permitted on the premises. All such signs may be erected only with the prior written consent of the Association and, if Declarant owns a Unit, the Declarant.

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

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

ARTICLE IX

INSURANCE

9.01. Fire and Extended Loss Insurance. The board of directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective percentage interests in the Common Elements, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The board of directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective percentage interests in the Common Elements. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of a Unit, the Association may maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. If acquired, the Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

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

9.05. Standards for All Insurance Policies. All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. If all or any part of the Common Elements become damaged or are destroyed by any cause, the damaged Common Elements shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds by an amount of up to 20% of the insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to so repair or reconstruct. If such authorization is challenged, whether through action taken at a meeting of Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all of the Unit Owners, and such repair or reconstruction shall be deemed approved if the vote appurtenant to a Unit is cast in favor of such repair or reconstruction.

10.02. Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the damaged Common Elements, unless (1) a majority of the first Mortgagees (one vote per mortgaged Unit) approve of the variance from such plans and specifications; and (2) the board of directors of the Association authorizes the variance in the case of reconstruction of or repair to the Common Elements. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Common Elements, the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.04. Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged Common Elements. The Association shall have no responsibility to repair, reconstruct, or replace any Unit or any improvements located within a Unit. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of

insurance proceeds after the damaged Property has been completely restored or repaired as set forth in Section 10.06.

10.05. Assessments For Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be in proportion to each Unit Owner's percentage interest in the Common Elements. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.06. Surplus in Construction Funds. All insurance proceeds and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Common Elements or any Property taken by eminent domain are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective percentage interests in the Common Elements.

10.07. Damage or Destruction of Unit. Following any damage or destruction to any improvements located within any Unit, the Unit Owner shall repair and restore such Unit to its condition prior to the damage or destruction as soon as possible but in any case within two hundred seventy (270) days of the damage or destruction.

ARTICLE XI

CONDEMNATION

11.01. Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

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

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

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

11.03. Plans and Specifications for Common Elements. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans and specifications used in the original construction of the taken Common Elements unless the Unit Owners and all first mortgagees shall authorize a variance from such plans and specifications. If a variance is authorized from the maps, plans, or specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variances.

11.04. Responsibility for Reconstruction. In all cases after a taking of all or part of the Common Elements, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.05. Assessments for Deficiencies. If the condemnation award for the taking of the Common Elements is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective percentage interest in the Common Elements and shall constitute a Common Expense.

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

ARTICLE XII

MORTGAGEES

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

(a) The call of any meeting of the membership or the board of directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations.

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

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

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

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of all of the Unit Owners. No Unit

Owner's consent shall be effective without the consent of the first mortgagee of such Unit. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Dane County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of a Unit, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Village of Cross Plains or the County of Dane to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

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

15.02. Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening the other Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the board of directors.

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

15.05. Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Douglas F. Schwartz. The resident agent may be changed by the Association in any manner permitted by law.

15.06. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.07. 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.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day ___ of _____, 2014.

DECLARANT

_____
Douglas F. Schwartz

_____
Laurel L. Schwartz

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2014, Douglas F. Schwartz and Laurel L. Schwartz who acknowledged the foregoing document for the purposes recited therein.

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

This document drafted by:
Attorney Jay D. Moretti