

PUBLIC MEETING**DOOR COUNTY BOARD OF ADJUSTMENT
421 NEBRASKA STREET – DOOR COUNTY GOVERNMENT CENTER
STURGEON BAY, WI 54235**

The Door County Board of Adjustment will hold a special meeting on **Tuesday, February 11, 2020**, at **5:00 p.m.** in the **Peninsula Room (C121), Door County Government Center**, at Sturgeon Bay, WI 54235.

AGENDA

- 1.0 Call to order and declaration of quorum.
- 2.0 Discuss and arrive at a decision on an appeal that was heard by the Board of Adjustment at a public hearing held on January 28, 2020.
 - 2.1 Stephan B. Nordstrom, Graycliffe, LLC, Carl M. Curry, and Cynthia M. Curry; appeal zoning administrator decision whereby the zoning administrator authorized the construction of a single family residence; Gibraltar.
- 3.0 Old Business.
 - 3.1 Read and act on Minutes of January 28, 2020, meeting.
- 4.0 Vouchers.
- 5.0 Adjournment.

**** Deviation from the order shown may occur. ****

Fred Frey, Chair
Board of Adjustment

1/31/20

*Materials regarding these agenda items may be viewed at the Door County Land Use Services Department, 421 Nebraska Street, Sturgeon Bay, Wisconsin during normal business hours, 8:00 a.m. to 4:30 p.m., Monday-Friday. Application materials may also be viewed on-line beginning approximately four business days before the hearing at: <http://map.co.door.wi.us/Agendas-Minutes/Zoning%20Board%20of%20Adjustment/>

In compliance with the Americans with Disabilities Act: Any person needing assistance to participate in this meeting should contact the Office of the County Clerk at (920) 746-2200. Notification 48 hours prior to a meeting will enable the County to make reasonable arrangements to ensure accessibility to that meeting.

**PUBLIC HEARING BEFORE
THE DOOR COUNTY BOARD OF ADJUSTMENT**

Door County, Wisconsin

A public hearing will be held by the Door County Board of Adjustment on **Tuesday, January 28, 2020, at 6:30 p.m.** in the "**Peninsula Room**" (C121) – **First Floor** of the **Door County Government Center**, 421 Nebraska Street, Sturgeon Bay, Wisconsin. The purpose of this hearing is to give consideration to the following appeal as specified in the County zoning ordinance.

Starting at 6:30 p.m.

TOWN OF GIBRALTAR

Stephan B. Nordstrom, Graycliffe, LLC, Carl M. Curry, and Cynthia M. Curry appeal the decision of the Door County Zoning Administrator whereby the Zoning Administrator authorized the construction of a single family residence. The specific reasons for the appeal are available for review at the Door County Land Use Services Department. This property is located south of and adjacent to 9091 Cottage Row Road in Section 6, Town 30 North, Range 27 East, and in a Single Family Residential-20,000 (SF20) zoning district.

(Note: The specific reasons for the appeal are available for review at the Door County Land Use Services Department).

Interested parties may give oral testimony. Written testimony will be accepted on 8 1/2" x 11" paper only at the Door County Land Use Services Department, 421 Nebraska Street, Sturgeon Bay, WI 54235 (Fax 920-746-2387) until **3:30 p.m.** the day before the hearing. Anonymous correspondence will not be accepted. **Please note that any correspondence or testimony you may have submitted for any town-level proceedings regarding this matter does NOT get forwarded to the county.**

All appeal materials may be viewed at the Door County Land Use Services Department, 421 Nebraska Street, Sturgeon Bay, Wisconsin during normal business hours, 8:00 a.m. to 4:30 p.m., Monday-Friday. Application/petition materials may also be viewed on-line beginning approximately four business days before the hearing at: <http://map.co.door.wi.us/Agendas-Minutes/Zoning%20Board%20of%20Adjustment/>

Fred Frey, Chairman
Door County Board of Adjustment

RDB
12/23/19

Door County, Wisconsin

NOTICE OF APPEAL TO BOARD OF ADJUSTMENT

(I) (We) Stephan B. Nordstrom; Graycliffe, LLC; Carl M. Curry and Cynthia M. Curry
(Name)
of See attached Exhibit D for full listing of mailing addresses.
(Mailing Address)

hereby appeal to the Board of Adjustment from the decision of the Door County Zoning Administrator whereby the zoning administrator determined that:

Issuance of Door County Regular Zoning Permit for 9099 Cottage Row. A Copy of the Permit is attached as Exhibit A.

The description of the property involved in this appeal is as follows:

Location: _____

Lot Size: _____ Zoning District: _____

Present Use: _____

Present Improvement Upon Land: _____

Proposed Use: _____

The DECISION of the Door County Zoning Administrator is **APPEALED** because:

The Site Plan dated 9-11-19 incorrectly depicts the setback from the ordinary High Water Mark. A Copy of the Site Plan is attached as Exhibit B. In addition, the parcel at 9099 Cottage Row is not a "Lot of Record" because the Condominium Plat did not comply with all applicable law. A copy of the Condominium Plat is attached as Exhibit C.

Date Filed: October 24, 2019 Thomas O. Gartner
Thomas O. Gartner
(Signed) Appellant(s) or Agent
Attorney for Appellants

Date Fee Paid (\$750.00): 10-24-19

Notice Published: _____ Hearing Date: _____

Decision: _____

RECEIVED

12/28/2018

OCT 24 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

DOOR COUNTY REGULAR ZONING PERMIT

PARCEL NO. 014-01-06302711C

Pursuant to the Door County Zoning Ordinance, Ordinance Number 2-95, this Permit

is issued to STEVEN KANE

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans
submitted on 9/12/19.

Located at 9099 COTTAGE ROW

in Section 06, T 30 N, R 27 E, Town of GIBRALTAR, Door County.

This Regular Zoning Permit is issued subject to compliance with all provisions of the Door County Zoning Ordinance and subject to the following conditions:

1. The building shall be located as shown on the staking plan submitted on 9/12/19.
2. The building shall not exceed an average of 35 feet in height above the finished grade elevation, or 37 feet in height above pre-construction grade elevation, whichever is lower.

IMPORTANT:

1. The structure or land use authorized herein shall not be occupied until a Certificate of Compliance has been issued by the Zoning Administrator. Call the Door County Land Use Services Department for an inspection.
2. A regular zoning permit to establish a use shall expire 12 months from date of issuance if no action has commenced to establish the use. Any change of land use after the expiration of a zoning permit shall be considered a violation of this Ordinance.
3. A regular zoning permit for construction of a structure shall expire 12 months from the date of issuance. Any exterior construction after the expiration of the zoning permit shall be considered a violation of this Ordinance.

APPEAL: Any party aggrieved by the Zoning Administrator's decision to issue this zoning permit may appeal to the Door County Board of Adjustment within 30 days from the date of the issuance of this permit. Appeal forms are available from the Door County Land Use Services Department.

Date of Issuance: 09/25/2019

Richard J. Brauer
Zoning Administrator

Door County Land Use Services Department
421 Nebraska Street- Government Center
Sturgeon Bay, WI 54235
TEL 920-746-2323
FAX 920-746-2387

- TOWN BUILDING PERMIT REQUIRED -
CALL: BRETT GUILLETTE
920-495-3232

- TOWN DRIVEWAY PERMIT REQUIRED-NEW
DRIVEWAYS ONLY
CALL: TOWN OF GIBRALTAR
(920) 868-1714

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OCT 24 2019

LR

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

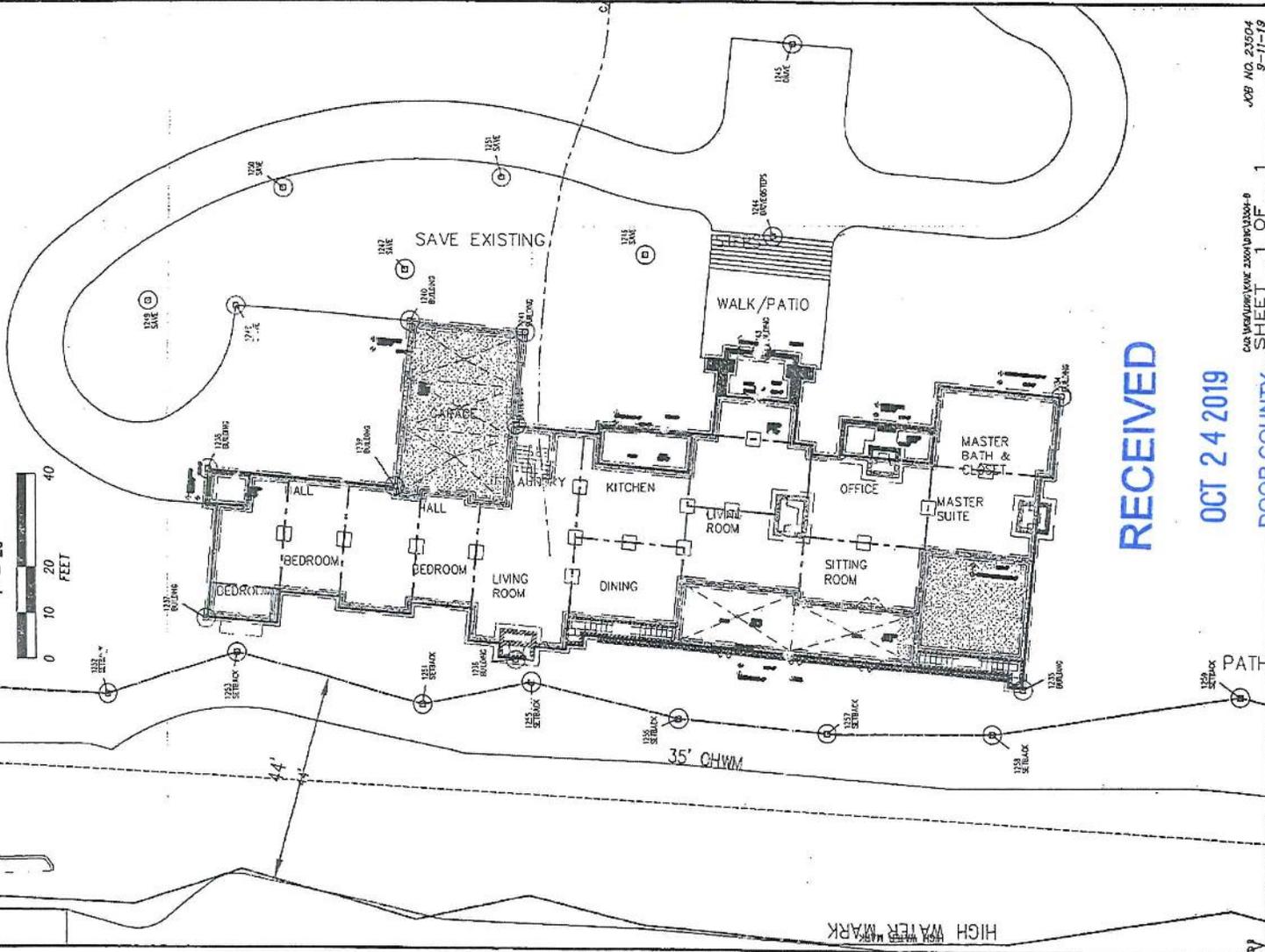
PLEASE KEEP ON PREMISES DURING CONSTRUCTION

SITE PLAN

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR, DOOR COUNTY,
WISCONSIN



NORTH
1" = 20'



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OCT 24 2019

JOB NO. 23504
9-11-19

DATE PLOTTED: 10/23/2019 10:00:00 AM

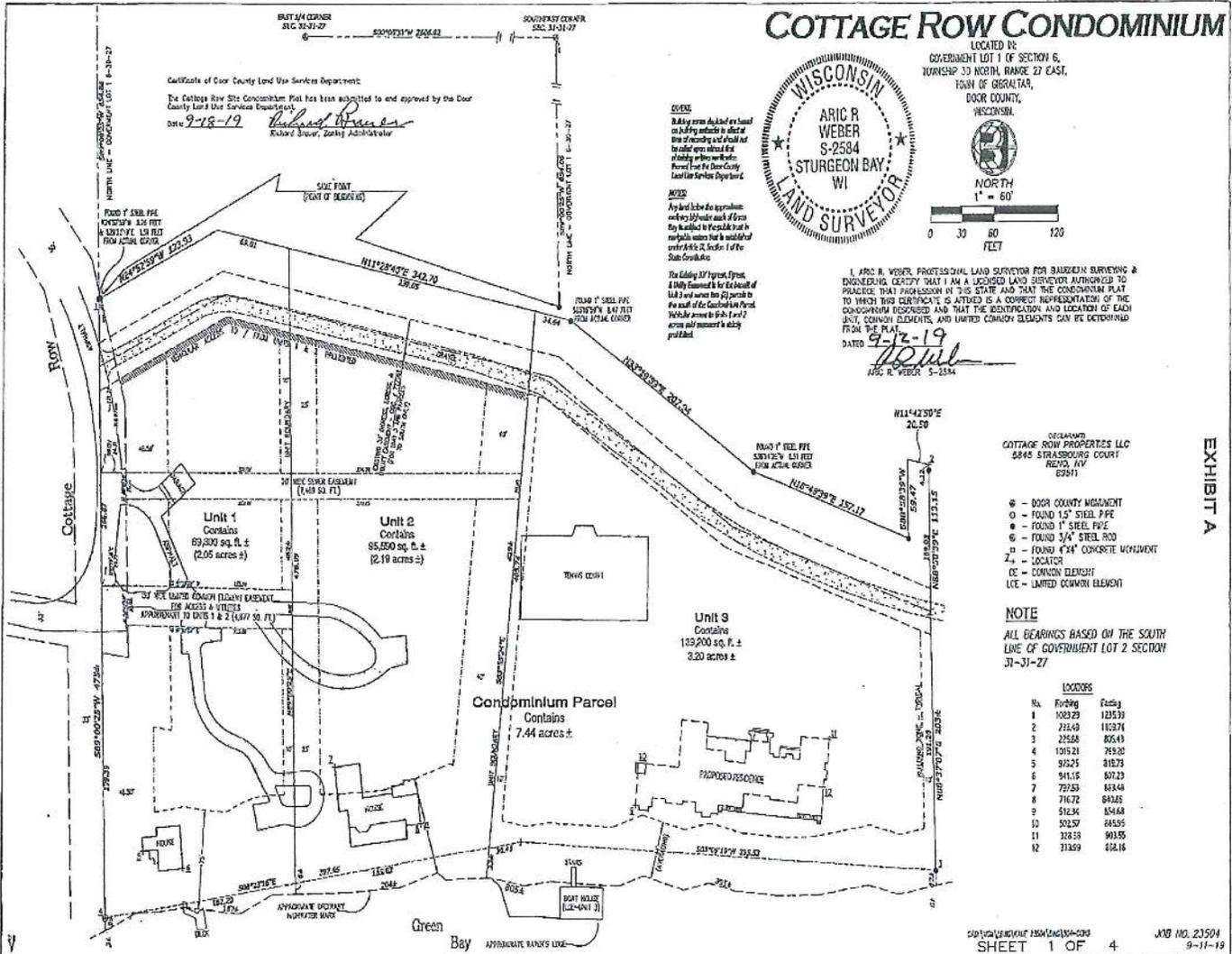
SHEET 1 OF 1

DOOR COUNTY

ENGINEERING SERVICES, INC.

1

Exhibit C



RECEIVED

OCT 24 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN.

Description - Condominium Parcel:

A parcel of land located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 654.86 feet along the north line of said Government Lot 1 to the point of beginning of lands to be described; thence continuing S89°00'25"W - 466.25 feet to a found 3/4" steel rod, said rod being N89°00'25"E - 92 feet from the approximate ordinary highwater mark of Green Bay; thence along a meander line as follows: S08°23'16"E - 397.65 feet; thence S03°08'19"W - 395.53 feet to a found 1" steel pipe, said pipe being N88°37'07"E - 123 feet from said approximate ordinary highwater mark of Green Bay; thence N88°37'07"E - 181.20 feet; thence N88°56'39"E - 113.15 feet; thence N11°42'58"E - 20.50 feet; thence S88°58'39"W - 59.47 feet; thence N18°46'36"E - 157.17 feet; thence N33°19'39"E - 207.94 feet; thence N11°28'40"E - 342.70 feet; thence N24°52'59"W - 123.93 feet to the point of beginning.

Said parcel contains 7.444 acres and includes all lands lying between aforementioned meander line and the approximate ordinary high water mark of Green Bay. Said parcel is subject to and benefited by an existing easement for ingress, egress, and utilities recorded at Document No. 777081.

Said parcel is subject to and benefited by the following described 20' wide sewer easement:

A 20' wide easement for the installation and maintenance of sanitary sewer located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 786.13 feet along the north line of said Government Lot 1; thence South - 24.31 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence continue South - 374.74 feet; thence N83°55'24"W - 20.00 feet; thence North - 372.15 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'55"E - 20.01 feet along said right of way line to the point of beginning.

Said easement contains 7,460 square feet.

Said parcel is also subject to and benefited by the following described 30' wide limited common element access and utility easement:

A 30' wide limited common element access and utility easement appurtenant to Units 1 & 2 located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence N89°00'25"W - 30.03 feet; thence N01°03'07"E - 155.86 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'55"E - 30.03 feet along said right of way line to the point of beginning.

Said easement (Limited Common Element) contains 4,677 square feet.



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OCT 24 2019

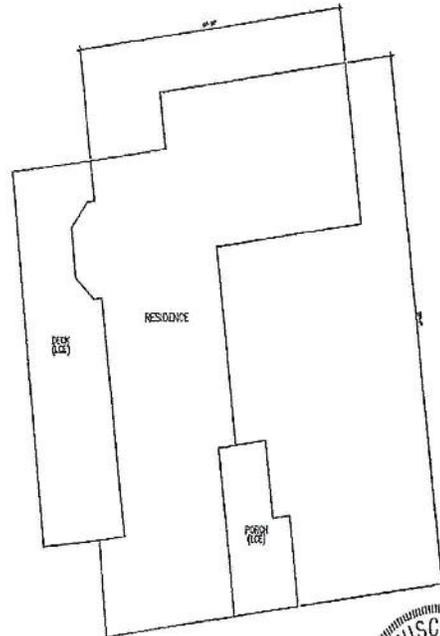
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 1 MAIN FLOOR PLAN
883 SQ. FT. ±
NO SCALE



RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE



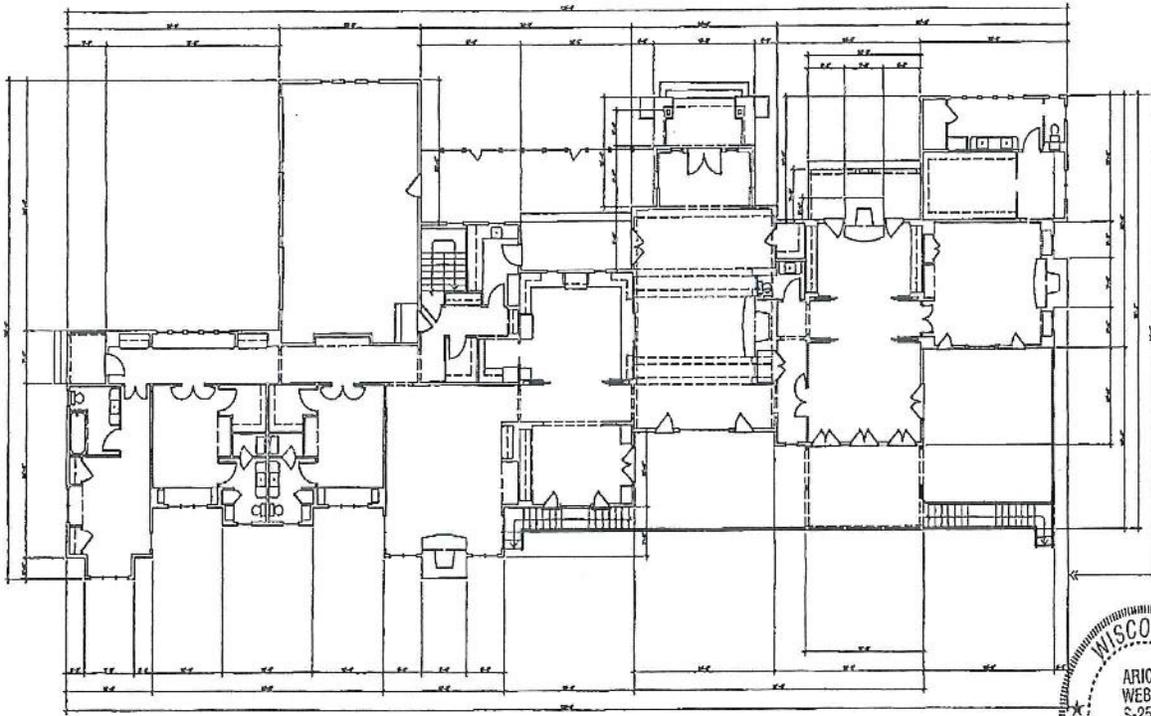
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OCT 24 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALTIA,
DOOR COUNTY,
WISCONSIN



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,997 SQ. FT. ±
NO SCALE



DOOR COUNTY LAND USE SERVICES DEPARTMENT
SHEET 4 OF 4

JOB NO. 23504
9-10-19

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OCT 24 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Exhibit D

Addresses of the Appellants

Stephan B. Nordstrom in his capacity as trustee
for the Stephan B. Nordstrom Living Trust
14035 N Pine Bluff Rd.
Mequon, WI 53097,

Graycliffe, LLC
1102 West Sixth Street
Austin, Texas 78703,

Carl M. Curry in his capacity as trustee for the
Carl M. Curry Declaration of Trust
dated September 28, 2001
740 South Elm
Hinsdale, IL 60521,

Cynthia M. Curry in her capacity as trustee for
the Cynthia M. Curry Declaration of Trust
dated September 28, 2001
740 South Elm
Hinsdale, IL 60521

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OCT 24 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT



Step 1: Select Payments Step 2: Review and Submit Step 3: Confirmation and Receipt

Step 3: Confirmation and Receipt

Result: Payment Authorized

Confirmation Number: 65894482

Your payment has been authorized successfully and payment will be processed.

Door County Planning Department thanks you for your payment. For questions about your account, please call 920-746-2323. Credit card payments will show up as Door Co Planning. E-check payments will show up as PNP BILLPAYMENT 8888916064. Thank you for using our bill payment services.

Please save or print a copy of this receipt for record keeping purposes.

My Bills

Description	Amount
Permits payment of \$750.00 on Property Owner Address 100 East Wisconsin Avenue Milwaukee, WI 53202	\$750.00
Subtotal:	\$750.00
Convenience Fee:	\$24.00
Total Payment:	\$774.00

Customer Information

First Name: joy
 Last Name: calmes
 Address Line 1: Michael Best
 Address Line 2: 100 East Wisconsin Ave.
 City: Milwaukee
 State: Wisconsin
 Zip Code: 53202
 Phone Number: (414) 270-2716
 Email Address: togartner@michaelbest.com

Payment Information

Payment Date: 10/24/2019
 Card Type: MasterCard
 Card Number: *****8855

Print

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OCT 24 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

(c) Conditions not self-created. That the condition creating the hardship or difficulty was not caused by the petitioner nor by any person still having an interest in the property.

(d) Public interest. That in granting the variance there will not be a substantial detriment to neighboring property and the grant of variance will not be contrary to the purpose of this Ordinance and the public interest.

(e) Effect on uses. No variance shall have the effect of allowing in any district a use not permitted in that district.

(4) Department of Natural Resources notification. (Amended: 27 May 2014; Ord. 2014-10) (Deleted: 20 Sept. 2016; Ord. 2016-14)

(5) Resubmission. A variance petition that has been heard and decided shall not be eligible to be resubmitted during the 6 months following the decision. The 6 month period may be waived by the Board of Adjustment provided that the petitioner submits a written report identifying how the new petition differs materially from the previous petition or identifying substantial new evidence that will be offered and provided that the Board of Adjustment votes by simple majority that the changes or new evidence would be of such significance that the Board might consider changing the previous decision.

(6) Road projects. When a structure becomes a nonconforming structure as to setback from a road, because the road was widened or relocated by the county, a town, or the Wisconsin Department of Transportation, such structure shall not require a variance and shall not be considered a nonconforming structure in regards to setback from a road or highway. However, no such structure shall thereafter be enlarged or rebuilt in such a manner that it will be closer to the right-of-way of the road.

(7) Repairs, restoration, and reconstruction. A structure that was authorized by a variance may be repaired, restored, or reconstructed with the issuance of a regular zoning permit provided the repair, restoration, or reconstruction of the structure conforms fully to the structure authorized by the variance, except that structures located in the floodplain may be elevated as necessary to comply with floodplain zoning requirements. (Added: 25 June 1996; Ord. 16-96) (Amended: 20 Sept. 2016; Ord. 2016-14)

11.07 Appeals.

(1) General provisions.

(a) Where it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator, Land Use Services Director, or

PROCEDURES 11.07(2)

Resource Planning Committee, an appeal may be taken to the Board of Adjustment by any person aggrieved, or by any officer, department, board, or bureau of the municipality affected.

(b) Such appeals shall be filed with the Land Use Services Department within 30 days after the date of written notice of the decision or order of the Zoning Administrator, Land Use Services Director, or Resource Planning Committee.

(c) Stays. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken shall certify to the Board of Adjustment, after the notice of appeal shall have been filed, that by reason of facts stated in the certificate a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order, which may be granted by the Board of Adjustment or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.

(2) Processing an appeal.

(a) Petitions for appeals shall include:

1. Name, address, and signature of the appellant.
2. Location of property affected by the appeal.
3. The decision being appealed and the grounds claimed for the appeal.
(Amended: 24 March 2015; Ord. 2015-02)
4. Such additional information as may be required by the Board of Adjustment.

(b) Fee. An appeal shall be accompanied by a fee established by the County Board of Supervisors.

(c) For appeals of Zoning Administrator or Land Use Services Director decisions, or Resource Planning Committee decisions other than conditional use permit application decisions, the Door County Land Use Services Department shall forthwith transmit to the Board of Adjustment the appeal and all the documents constituting the record upon which the action appealed from was taken. For appeals of Resource Planning Committee conditional use permit application decisions, the Door County Land Use Services Department shall forthwith transmit to the Board of Adjustment the appeal, the conditional use permit application in question, and any supplementary materials developed by Land Use Services Department staff regarding the conditional use permit application. (Amended: 24 March 2015; Ord. 2015-02)

(d) Public hearing. The Board of Adjustment shall hold a public hearing in accordance with s. 59.694, Wis. Stats., and after a public notice has been given as provided in s. 11.09(1), notice for public hearings. At the hearing any party may appear in person or by agent or attorney. The burden of proof at all times remains with the appellant, except that in appeals of Resource Planning Committee conditional use permit decisions, the Board of Adjustment will conduct a "de novo" hearing, meaning that the conditional use permit applicant has the burden of proof. (Amended: 24 March 2015; Ord. 2015-02)

(e) Decision. The Board of Adjustment decision of the appeal shall be rendered in writing within 30 days after the public hearing. Such decision shall:

1. State the specific facts which are the basis for the Board's decision.
2. Either affirm, reverse, vary, or modify the order, requirement, decision or determination appealed from. The Board may also dismiss the appeal for lack of jurisdiction.

Commentary: An appeal decision made by the Board of Adjustment may be further appealed to a court of law.

(3) Department of Natural Resources notification. (Amended: 27 May 2014; Ord. 2014-10)
(Deleted: 20 Sept. 2016; Ord. 2016-14)

11.08 Amendments.

(1) The County Board of Supervisors may amend this Ordinance in accordance with 59.69(5), Wis. Stats., after a public notice has been given as provided in s. 11.09(1), notice for public hearings. At the hearing any party may appear in person or by agent or attorney. (Amended: 20 Sept. 2016; Ord. 2016-14)

(2) Petition. A petition for an amendment to this Ordinance shall be submitted to the Door County Land Use Services Department using forms furnished by the Land Use Services Department. Such petition shall include the following:

- (a) Name and address of the petitioner.
- (b) Signature of the petitioner.
- (c) If the petition is for a zoning text amendment, the proposed text changes including reference(s) to the affected section(s) of this Ordinance.
- (d) If the petition is for a zoning map amendment, a description of the affected property, the current zoning district classification(s), and the proposed zoning district classification(s)
- (e) Fee. A petition for an amendment shall be accompanied by a fee

SEP 04 2019

APPLICATION FOR MINOR LAND DIVISION

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

1. NAME AND ADDRESS OF PROPERTY OWNER

Name STEVEN E. KANE
Street 9091 COITAGE RD, BOX 188
City FISH CREEK State WI Zip 54212
Home Telephone # 650-464-1000
Daytime Telephone # 920-868-5221
(If additional property owners, list them below)

Name JACQUELINE KANE
Street 7823 WHITE CLIFF RD
City EGG HARBOR State WI Zip 54209
Home Telephone # 650 464 1001
Daytime Telephone # 775 800 1139

2. LOCATION OF LAND DIVISION

Tax Parcel No. 014-01-06302711C
Section 6 Town 30, Range 27
Town of: Gibraltar

3. TOTAL NUMBER OF PARCELS CREATED

Number of parcels 3

4. SURVEYOR AND/OR AGENT

Surveyor BANDHUN'S
Primary Contact DENNIS VAN BRAEMER
Phone No. 743-8211
Agent _____
Phone No. _____

5. FEE

\$150.00 plus \$25.00 for each lot created. Make check payable to the Door County Treasurer in the amount of \$ 225.00.

*Note: When combining lots only, there is no fee.

6. SIGNATURE OF APPLICANT OR AGENT

[Signature]
Date 8/4/2019

7. Who should be called when CSM is signed?

DENNIS VAN BRAEMER

8. Special Instructions:

FOR OFFICE USE ONLY

Shoreland Zoning Yes/No

CSM SENT TO REAL PROPERTY YES / NO

Receipt No. 3086 Fee 225.00 Date 9-4-19

Check for Register of Deeds in drawer?

Yes X No _____

Delivered to Deeds – Date: _____ Name: _____

JAMES R. SMITH
 RANDALL J. NESBITT*†
 RICHARD A. HAUSER
 JON R. PINKERT
 JENNIFER C. HOBART
 AMY M. SULLIVAN
 TYLER D. PLUFF
 * Court Commissioner
 † Certified Civil Trial Specialist by
 National Board of Trial Advocacy

 **PINKERT**
 LAW FIRM LLP
 454 KENTUCKY STREET
 P.O. BOX 89
 STURGEON BAY, WISCONSIN 54235-0089
 TELEPHONE (920)743-6505
 FACSIMILE (920)743-2041
 WRITER'S E-MAIL jsmith@pinkertlawfirm.com

HERMAN J. LEASUM (1910-2006)
RETIRED:
 JEFFERY M. WEIR
 ROGER PINKERT
 MARK A. JINKINS
NORTHERN DOOR OFFICE:
 2294 SUNSET DRIVE
 SISTER BAY, WISCONSIN 54234
 TELEPHONE (920) 854-2616

September 17, 2019

Mr. Richard Brauer
 Door County Land Use Services
 Door County Government Center
 421 Nebraska
 Sturgeon Bay, Wisconsin 54235

Re: Cottage Row Condominium

Dear Rick:

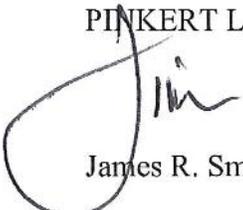
Enclosed please find the condominium plat for Cottage Row Condominium. Please review the plat and if it meets with your approval, please sign and date page 1 of the Plat and also sign and date the plat which is attached as Exhibit A to the Condominium Declaration.

Please forward the Condominium Plat, the Declaration, and the check for the recording fee to the Register of Deeds.

If you have any questions regarding the enclosed documents, please contact me immediately. Thank you for your assistance in this matter.

Sincerely,

PINKERT LAW FIRM LLP


 James R. Smith

JRS/mah
 Enclosures

RECEIVED
 SEP 17 2019
 DOOR COUNTY
 LAND USE SERVICES DEPARTMENT

f:\clients\k\kane steven & jacqueline\cottage row\brauer.docx

Hanger 321

COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN



NORTH
1" = 60'



DOC #: 824968
RECORDED ON:
09/18/2019 02:05:12 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 50.00

Certificate of Door County Land Use Services Department:

The Cottage Row Site Condominium Plat has been submitted to and approved by the Door County Land Use Services Department.

Date: 9-18-19

Richard Brauer
Richard Brauer, Zoning Administrator

CAVEAT:

Building zones depicted are based on building setbacks in effect at time of recording and should not be relied upon without first obtaining written verification thereof from the Door County Land Use Services Department.

NOTES:

Any land below the approximate ordinary highwater mark of Green Bay is subject to the public trust in navigable waters that is established under Article IX, Section 1 of the State Constitution.

The Existing 33' Ingress, Egress, & Utility Easement is for the benefit of Unit 3 and serves two (2) parcels to the south of the Condominium Parcel. Vehicular access to Units 1 and 2 across said easement is strictly prohibited.

I, ARIC R. WEBER, PROFESSIONAL LAND SURVEYOR FOR BAUDHUIN SURVEYING & ENGINEERING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE THAT PROFESSION IN THIS STATE AND THAT THE CONDOMINIUM PLAT TO WHICH THIS CERTIFICATE IS AFFIXED IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

DATED 9-12-19
Aric R. Weber
ARIC R. WEBER S-2584



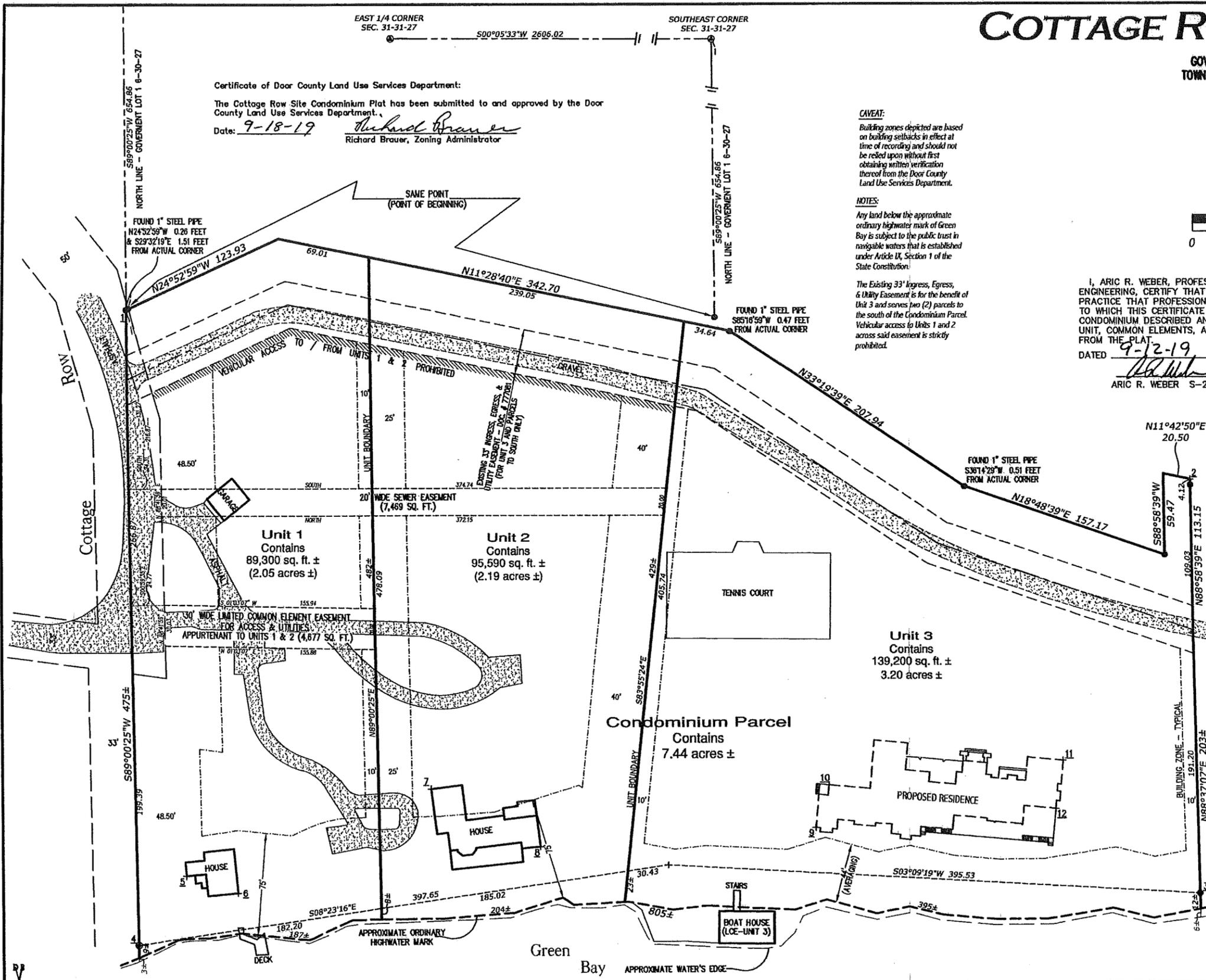
DECLARANT:
COTTAGE ROW PROPERTIES LLC
5845 STRASBOURG COURT
RENO, NV
89511

- ⊙ - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- - FOUND 1" STEEL PIPE
- ⊙ - FOUND 3/4" STEEL ROD
- ⊠ - FOUND 4"x4" CONCRETE MONUMENT
- ⊕ - LOCATOR
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT

NOTE

ALL BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 31-31-27

LOCATORS		
No.	Northing	Easting
1	1023.29	1235.39
2	233.49	1109.71
3	226.88	805.43
4	1015.21	769.20
5	979.25	819.73
6	941.16	807.23
7	797.53	883.48
8	716.72	840.86
9	512.34	854.68
10	502.57	885.95
11	328.38	903.55
12	333.99	868.18



COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN

Description - Condominium Parcel:

A parcel of land located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 654.86 feet along the north line of said Government Lot 1 to the point of beginning of lands to be described; thence continuing S89°00'25"W - 466.26 feet to a found 3/4" steel rod, said rod being N89°00'25"E -- 9± feet from the approximate ordinary highwater mark of Green Bay; thence along a meander line as follows: S08°23'16"E - 397.65 feet; thence S03°09'19"W - 395.53 feet to a found 1" steel pipe, said pipe being N88°37'07"E - 12± from said approximate ordinary highwater mark of Green Bay; thence N88°37'07"E - 191.20 feet; thence N88°58'39"E - 113.15 feet; thence N11°42'50"E - 20.50 feet; thence S88°58'39"W - 59.47 feet; thence N18°48'39"E - 157.17 feet; thence N33°19'39"E - 207.94 feet; thence N11°28'40"E - 342.70 feet; thence N24°52'59"W - 123.93 feet to the point of beginning.

Said parcel contains 7.44± acres and includes all lands lying between aforementioned meander line and the approximate ordinary high water mark of Green Bay. Said parcel is subject to and benefited by an existing easement for ingress, egress, and utilities recorded at Document No. 777061.

Said parcel is subject to and benefited by the following described 20' wide sewer easement:

A 20' wide easement for the installation and maintenance of sanitary sewer located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 786.13 feet along the north line of said Government Lot 1; thence South - 24.31 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence continue South - 374.74 feet; thence N83°55'24"W - 20.00 feet; thence North - 372.15 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 20.01 feet along said right of way line to the point of beginning.

Said easement contains 7,469 square feet.

Said parcel is also subject to and benefited by the following described 30' wide limited common element access and utility easement:

A 30' wide limited common element access and utility easement appurtenant to Units 1 & 2 located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence N89°00'25"W - 30.03 feet; thence N01°03'07"E - 155.86 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 30.03 feet along said right of way line to the point of beginning.

Said easement (Limited Common Element) contains 4,677 square feet.

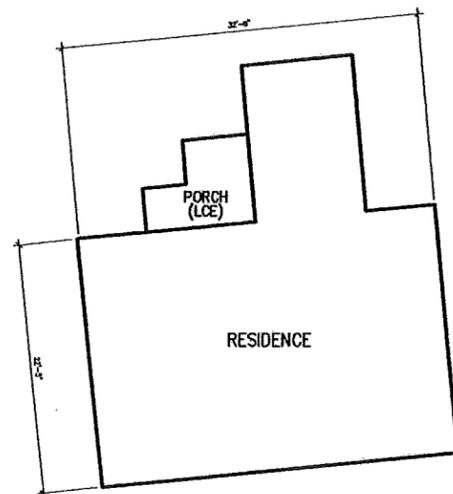


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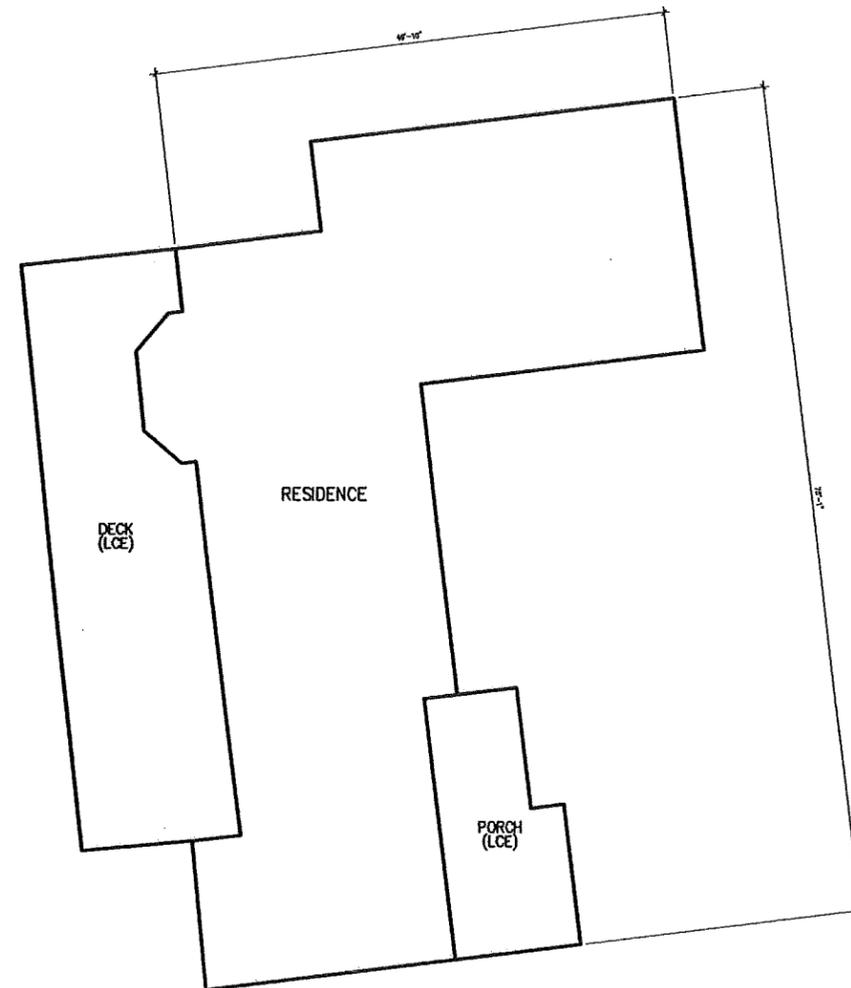
Hanger 321

COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 1 MAIN FLOOR PLAN
880 SQ. FT. ±
NO SCALE



RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE



TABLE OF CONTENTS
DOOR COUNTY LAND DIVISION ORDINANCE
DOOR COUNTY, WISCONSIN

CHAPTER 1 GENERAL PROVISIONS

1.01	Title.....	1
1.02	Authority.....	1
1.03	Purpose and Intent.....	1
1.04	“State Plats”.....	1
1.05	Abrogation and Interpretation	1
1.06	Effective Date	1
1.07	Severability	1
1.08	Applicability.....	2
1.09	Compliance.....	2

CHAPTER 2 MINOR LAND DIVISIONS

2.01	General.....	3
2.02	Certified Survey Map	3
2.03	Minor Land Divisions Involving Dedication of Land.....	3

CHAPTER 3 MAJOR LAND DIVISIONS

3.01	General.....	4
3.02	Conceptual Sketch Plan	4
3.03	Preliminary Major Land Division Plat	5
3.04	Final Major Land Division Plat	6
3.05	Major Land Divisions Involving Dedication of Land.....	7
3.06	Recordation	7
3.07	Replats	7

CHAPTER 4 MINOR SITE CONDOMINIUMS

4.01	General.....	8
4.02	Minor Site Condominium Plat	8
4.03	Minor Site Condominiums Involving Dedication of Land.....	8
4.04	Modifications and Corrections.....	9

CHAPTER 5 MAJOR SITE CONDOMINIUMS

5.01 General..... 10
 5.02 Conceptual Sketch Plan 10
 5.03 Preliminary Major Site Condominium Plat 11
 5.04 Final Major Site Condominium Plat..... 12
 5.05 Major Site Condominiums Involving Dedication of Land 13
 5.06 Recordation 13
 5.07 Modifications and Corrections..... 13

CHAPTER 6 DESIGN STANDARDS, IMPROVEMENTS AND DEDICATIONS

6.01 Roads and Alleys 14
 6.02 Lots and Units..... 16
 6.03 Utility Easements 17
 6.04 Blocks 17
 6.05 Storm Water Runoff Control Plans..... 18
 6.06 Public Water/Sanitary Sewer Systems 18
 6.07 Improvements Required 18
 6.08 Land Dedicated to the Public 18

CHAPTER 7 ADMINISTRATION AND ENFORCEMENT

7.01 Administration 19
 7.02 Fee 19
 7.03 Violations 19
 7.04 Waiver of Requirements 19
 7.05 Appeals..... 20
 7.06 Penalties 20
 7.07 Amendments..... 20

CHAPTER 8 DEFINITIONS

8.01 Authority Cited 21
 8.02 Word Usage..... 21
 8.03 Definitions 21

Adopted: 27 March 2012, Ord. No. 2012-10; Effective: 01 April 2012
 Amended: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015
 Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018
 Amended: 26 March 2019, Ord. No. 2019-04; Effective 4 April 2019

Note: Ordinance 2019-04 (4 April 2019) replaced all references throughout this ordinance to the "Door County Planning Department" with "Door County Land Use Services Department".

CHAPTER 1 GENERAL PROVISIONS

1.01 Title. This Ordinance shall be known as the "Door County Land Division Ordinance", hereinafter referred to as "this Ordinance."

1.02 Authority. The provisions of this Ordinance are adopted by the Door County Board of Supervisors pursuant to the authority granted by ss. 236.45 and 703.27, Wis. Stats.

1.03 Purpose and Intent. The purpose and intent of this Ordinance are to act in accordance with ss. 59.692, 236.45, and 703.27(1), Wis. Stats., NR 115.05(2), Wis. Admin. Code, and to accomplish the goals listed below. (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)

- (1) Promote the orderly layout of lots, units, and vehicular rights-of-way.
- (2) Ensure accurate legal descriptions of lots and units.
- (3) Ensure proper monumenting of lots and units.
- (4) Ensure adequate storm water management, when necessary.
- (5) Ensure a system for review of proposed site condominiums that is identical to the review procedures for land divisions. Such review of site condominiums is deemed appropriate because they function in the same manner as, and have the same neighborhood and environmental impacts as, land divisions.

1.04 "State Plats." Land divisions that result in a "subdivision" as defined in s. 236.02(12), Wis. Stats. (such land divisions commonly referred to as "state plats"), are subject to both the applicable requirements of Chapter 236, Wis. Stats., and this Ordinance.

1.05 Abrogation and Interpretation.

- (1) It is not the intent of this Ordinance to repeal, abrogate, annul, impair, or interfere with any existing easements, covenants, agreements, rules, or regulations or permits previously adopted or issued pursuant to laws. After enactment, where it imposes greater restrictions, the provisions of this Ordinance shall govern.
- (2) This Ordinance shall be liberally construed in favor of the County and shall not be deemed a limitation or repeal of any requirement or power granted or appearing in this Ordinance or elsewhere relating to the subdivision or other division of land or creation of a site condominium.
- (3) Nothing in this Ordinance shall be construed to prohibit a town from adopting an ordinance. Where a town has adopted a land division ordinance pursuant to the authority granted to the town by ss. 60.22(3), 236.45, or 703.27, Wis. Stats., the subdivider or declarant shall first obtain approval from such town in which the land division or site condominium is located, prior to submittal to the County.
- (4) State plats abutting a state trunk highway are subject to and shall comply with all applicable Wisconsin Administrative Codes. The onus relative to applicability of, compliance with, or waiver from Wisconsin Administrative Codes lies with the landowner.

1.06 Effective Date. Upon enactment, this Ordinance and any amendments shall be in effect the day following publication.

1.07 Severability. If any provision of this Ordinance is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby and shall be valid and in force to the fullest extent permitted by law.

1.08 Applicability. The provisions of this Ordinance shall apply to divisions of land or creation of site condominiums in the unincorporated areas of the County as follows:

(1) Land divisions that create 4 or fewer parcels that are less than 10 acres in area, either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 2, Minor Land Divisions.

(2) Land divisions that create 5 or more parcels that are less than 10 acres in area, either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 3, Major Land Divisions.

(3) Site condominiums that create 4 or fewer units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 4, Minor Site Condominiums.

(4) Site condominiums that create 5 or more units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of Chapter 5, Major Site Condominiums.

(5) Exceptions. The provisions of this Ordinance shall not apply to:

(a) Transfers of interest in land by will or pursuant to court order.

(b) Leases for a term not to exceed 10 years, mortgages, or easements.

(c) The sale or exchange of parcels of land between owners of adjoining property if additional lots or units are not thereby created and the lots or units resulting are not reduced below the minimum sizes required by this or other applicable ordinances or laws.

(d) Cemetery plats created under s. 157.07, Wis. Stats.

(e) Assessors plats created under s. 70.27, Wis. Stats, but such plats shall comply with ss. 236.15(1)(a) to (g), 236.20(1), and 236.20(2)(a) to (e), Wis. Stats., unless waived under s. 236.20(2)(L), Wis. Stats.

(f) Condominium plats created under Ch. 703, Wis. Stats., except for site condominium plats.

1.09 Compliance. Any division of land or creation of a condominium subject to the requirements of this Ordinance shall not be entitled to recording unless such division or condominium is in compliance with all the requirements of this Ordinance. All approved certified survey maps, major land division plats, and site condominium plats shall be filed for recording with the Register of Deeds of Door County prior to transferring ownership of any lots created by a land division or units created by a condominium.

**CHAPTER 2
MINOR LAND DIVISIONS**

2.01 General.

(1) Land divisions that create 4 or fewer parcels that are less than 10 acres in area, either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of this chapter.

(2) Municipal landfills shall not be divided into parcels.

2.02 Certified Survey Map.

(1) Submittal and Information Requirements. A certified survey map shall be submitted to the Land Use Services Department. The certified survey map shall be prepared according to s. 236.34, Wis. Stats., shall contain or have attached thereto all of the information required by Chapter 6, Design Standards, Improvements and Dedications, and shall also show clearly on its face the following:

(a) Date the map was prepared.

(b) Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data. (Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)

(c) Location of existing buildings, structures, driveways, and access and utility easements.

(d) Area of proposed lots in square feet.

(e) Building zones, if applicable.

(2) Review and Decision. The Land Use Services Department shall review the certified survey map for compliance with this Ordinance and shall approve or reject the certified survey map within 15 working days of its submission, unless such time is mutually extended by both parties, or unless the approval of governmental entity(ies) is required under s. 2.03, Minor Land Divisions Involving Dedication of Land. Failure of the Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

(a) Approval. If approved, a written statement certifying approval by the Land Use Services Department shall be affixed to the certified survey map.

(b) Rejection. If rejected, the applicant shall be notified in writing of the reasons for rejection.

(3) Recordation. The certified survey map shall be recorded within six months of approval by the Land Use Services Department. Failure to record within this time limit shall void the Land Use Services Department's approval

2.03 Minor Land Divisions Involving Dedication of Land. Minor land divisions that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Land Use Services Department shall not approve such minor land divisions until approval of the applicable governmental entity(ies) has been obtained.

**CHAPTER 3
MAJOR LAND DIVISIONS**

3.01 General.

(1) Land divisions that create 5 or more parcels that are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements contained in this chapter.

(2) Municipal landfills shall not be divided into parcels.

3.02 Conceptual Sketch Plan.

(1) Submittal and Information Requirements. Before submitting a preliminary plat for approval, the subdivider shall submit a conceptual sketch plan to the Land Use Services Department. The conceptual sketch plan shall be submitted as one 24 inch by 36 inch copy of the plan and one copy of the plan reduced to 11 inches by 17 inches. The conceptual sketch plan shall have the date the map was prepared and contain or have attached thereto the following information:

(a) Existing Conditions.

1. Total acreage of the entire area proposed for subdividing.
2. Topographic data provided at vertical intervals of 2 feet.
3. Municipal boundaries, government section lines, and government lot lines within the area proposed for subdividing.
4. Owners of lands abutting the area proposed for subdividing.
5. Location of existing natural and built features within the area proposed for subdividing.
 - a. Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data. (Amended: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015) (Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)
 - b. Utilities and utility easements, including sewers, water mains, power transmission poles and lines, and underground utilities.
 - c. Right-of-way width of roads, alleys, and easements.
 - d. Buildings, structures, and driveways.
6. Parcel Identification Numbers for all parcels proposed to be subdivided.

(b) Design Features.

1. Number and layout of lots and outlots.
 - a. Area in square feet.
 - b. Building zones, if applicable. Where s. 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the setbacks per Trans 233.08(1) – (3), Wisconsin Administrative Code shall be shown. (Amended: 26 March 2019, Ord. No. 2019-02; Effective 4 April 2019)

2. Layout of roads and alleys.
3. Sites, if any, to be reserved for public uses.
4. Easements.

(c) Supplementary Data.

1. Provision for water supply.
2. Provision for sewage disposal.

(2) Review. After the Land Use Services Department has determined the conceptual sketch plan to be complete and accurate, it will be scheduled for review at the next available Committee meeting. The subdivider or an agent acting on behalf of the subdivider shall present the conceptual sketch plan to the Committee in order to facilitate discussion regarding the layout and design of the proposed land division.

3.03 Preliminary Major Land Division Plat. The preliminary major land division plat shall conform substantially to the conceptual sketch plan presented to the Committee. Such plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. (Amended: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015)

(1) Submittal and Information Requirements. The applicant shall prepare and file with the Land Use Services Department one full-size copy and one copy reduced to 11 inches by 17 inches of all pages of the preliminary plat. The preliminary plat shall contain or have attached thereto all of the information required by 3.02(1) and Chapter 6, Design Standards, Improvements and Dedications, and the following:

- (a) Date of preparation and date of subsequent revisions.
- (b) Names, phone numbers, and addresses of the owner, any agent having control of the land, subdivider, surveyor, and engineer of the plat.
- (c) Proposed name of the subdivision. Such name shall not duplicate or be alike in pronunciation of any plat heretofore recorded in the County, unless considered an addition to an existing subdivision.
- (d) Legal description of the property.
- (e) Graphic scale not more than one inch to 100 feet, unless agreed to by Land Use Services Department staff.
- (f) Small detailed scale drawing of the land division in relation to its location within the section(s).
- (g) North point arrow or symbol.
- (h) Proposed names of roads.
- (i) Locations and widths of proposed sidewalks and hiking or biking paths or trails.

(j) Any sites, in addition to roads, sidewalks, hiking or biking paths or trails, and utility easements, intended to be dedicated or reserved for parks or other public use. The dimensions and acreage of such sites shall be shown.

(k) Dimensions of blocks, lots, and outlots.

(l) An identification system for the consecutive numbering of all blocks and lots within the subdivision.

(m) Written explanation of all proposed private restrictions.

(n) Wetland delineation report and map reviewed by and approved by the Land Use Services Department, if applicable.

(2) Review and Decision.

(a) A complete preliminary plat application shall include supporting materials and shall comply with this Ordinance as in effect when the subdivider submitted the preliminary plat application. The Committee shall review and approve, approve conditionally, or reject the preliminary plat application and shall state in writing any conditions of approval or reasons for rejection. Conditions of approval may include the kind and extent of improvements to be made by the applicant.

(b) Failure of the Committee to act within 40 calendar days of submittal of a complete preliminary plat application shall constitute an approval of the preliminary plat, unless such time is extended by agreement between the Committee and the applicant.

3.04 Final Major Land Division Plat. The final major land division plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. Such plat shall conform substantially to the approved preliminary plat, except contours lines do not have to be shown. (Amended: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015)

(1) Submittal and Information Requirements. The applicant shall prepare and file with the Land Use Services Department a final plat in accordance with the following:

(a) The final plat shall show the location and provide a description of survey monuments.

(b) The final plat shall be legible and shall have a binding margin 1½ inches wide on the left side and a one-inch margin on all other sides. Its graphic scale shall not be more than 100 feet to one inch, unless agreed to by Land Use Services Department staff.

(c) The final plat shall be a permanent nonfading black image on durable white media that is 22 inches wide by 30 inches long.

(d) If the major land division results in a subdivision as defined in s. 236.02(12), Wis. Stats., the applicant shall also submit the original drawing of the final plat to the appropriate state plat review agency, in accordance with s. 236.12(6), Wis. Stats.

(e) Certificates. All final plats shall provide the following certificates:

1. Surveyor's certificate of compliance with statute, as described in s. 236.21(1)(a) – (c), Wis. Stats.;

2. Certificate of taxes paid as described in s. 236.21(3), Wis. Stats.

3. Where s. 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the Wisconsin Department of Transportation Trans 233 Certification Number. (Added: 26 March 2019, Ord. no. 2019-02; Effective 4 April 2019)

(f) The final plat shall show on its face all lands reserved for future public dedication or reserved for the common use of property owners within the plat. If common property is located within the plat, then provisions for its use, maintenance, and ownership must also be provided with the plat.

(g) The final plat shall show on its face evidence of acceptance of any dedications by the governmental entity(ies) receiving the dedications.

(h) A complete final plat application shall include any legal easements or agreements required, such as but not limited to storm water runoff management plans and road agreements, as approved by the county and recorded by the subdivider.

(2) Review and Decision.

(a) A final major land division plat is entitled to approval if it is submitted within 36 months after approval of the preliminary plat and conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to county ordinances adopted as authorized by law. If the final plat is not submitted within 36 months after the approval of the preliminary plat, any approving authority may refuse to approve the final plat or may extend the time for submission of the final plat. The final plat may, if permitted by the approving authority, constitute only that portion of the approved preliminary plat that the subdivider proposes to record at that time.

(b) The Land Use Services Department shall approve or reject the final plat and shall state in writing any reasons for rejection. If approved, a written statement certifying approval shall be affixed to the final plat.

(c) The Land Use Services Department shall act within 40 calendar days of final plat submittal, unless such time is mutually extended by both parties, or unless the approval of the governmental entity(ies) is required under s. 3.05, Major Land Divisions Involving Dedication of Land. Failure of the Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

3.05 Major Land Divisions Involving Dedication of Land. Major land divisions that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Land Use Services Department shall not approve such major land divisions until approval of the applicable governmental entity(ies) has been obtained.

3.06 Recordation. The final plat shall be recorded within 12 months of the date of the last approval of the plat and within 36 months after the first approval. Failure to record the plat within the time specified shall nullify the approval of the final plat.

3.07 Replats. Any replat of a recorded plat or part thereof that does not alter areas dedicated to the public shall comply with all requirements of this Ordinance. Any replat of a recorded plat or part thereof that alters areas dedicated to the public shall comply with all requirements of this ordinance and shall comply with s. 236.36, Wis. Stats.

**CHAPTER 4
MINOR SITE CONDOMINIUMS**

4.01 General.

(1) Establishment of site condominiums that create 4 or fewer units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of this chapter.

(2) Municipal landfills shall not be used to create units.

4.02 Minor Site Condominium Plat.

(1) Submittal and Information Requirements. A minor site condominium plat shall be submitted to the Land Use Services Department. Such plat shall be prepared according to s. 703.11, Wis. Stats., and shall contain or have attached thereto all of the information required by Chapter 6, Design Standards, Improvements and Dedications, of this Ordinance. The plat shall also show clearly on its face the following:

(a) Date the site condominium plat was prepared.

(b) Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data. (Amended: 27 February 2018, Ord. No. 2018-03; Effective: 04 March 2018)

(c) Location of existing buildings, structures, driveways, and access and utility easements.

(d) Area of proposed units in square feet.

(e) Building zones, if applicable.

(2) Review and Decision. The Land Use Services Department shall review the minor site condominium plat for compliance with this Ordinance and shall approve or reject the plat within 15 working days of its submission, unless such time is mutually extended by both parties, or unless the approval of the governmental entity(ies) is required under s. 4.03, Minor Site Condominiums Involving Dedication of Land. Failure of the Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

(a) Approval. If approved, a written statement certifying approval shall be affixed to the condominium plat.

(b) Rejection. If rejected, the applicant shall be notified, in writing, of the reasons for rejection.

(3) Recordation. The minor site condominium plat shall be recorded within six months of approval by the Land Use Services Department. Failure to record within this time limit shall void the Land Use Services Department's approval.

4.03 Minor Site Condominiums Involving Dedication of Land. Minor site condominiums that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Land Use Services Department shall not approve the condominium plat until approval of the applicable governmental entity(ies) has been obtained.

4.04 Modifications and Corrections. Any modification or correction of a recorded site condominium plat or part thereof shall conform to all requirements of this Ordinance and shall be done in accordance with s. 703.095, Wis. Stats.

**CHAPTER 5
MAJOR SITE CONDOMINIUMS**

5.01 General.

(1) Establishment of site condominium plats that create 5 or more units that are less than 10 acres in area, either as an original condominium or an addition to a condominium under s. 703.26, Wis. Stats. by either the same or subsequent owner(s) within a period of 5 years, shall comply with the requirements of this chapter.

(2) Municipal landfills shall not be used to create units.

5.02 Conceptual Sketch Plan.

(1) Submittal and Information Requirements. Before submitting a preliminary major site condominium plat for approval, the declarant shall prepare a conceptual sketch plan and shall submit to the Land Use Services Department one 24 inch by 36 inch copy of the plan and one copy of the plan reduced to 11 inches by 17 inches. The conceptual sketch plan shall have the date the map was prepared and contain or have attached thereto the following information:

(a) Existing Conditions.

1. Total acreage of the entire area proposed for development.
2. Topographic data provided at vertical intervals of 2 feet.
3. Municipal boundaries, government section lines, and government lot lines within the area proposed for development.
4. Owners of lands abutting the area proposed for development.
5. Location of existing natural and built features within the area proposed for development.
 - a. Lakes, ponds, navigable streams, wetlands, escarpment areas, and regional flood elevation and floodway data. (Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)
 - b. Utilities and utility easements, including sewers, water mains, power transmission poles and lines, and underground utilities.
 - c. Right-of-way width of roads, alleys, and easements.
 - d. Buildings, structures, and driveways.
6. Parcel Identification Numbers for all units proposed to be included in the condominium plat.

(b) Design Features.

1. Number and layout of units.
 - a. Area of units in square feet.
 - b. Building zones, if applicable. Where s. 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the setbacks

per Trans 233.08(1) – (3), Wisconsin Administrative Code shall be shown. (Amended: 26 March 2019, Ord. No. 2019-02; Effective 4 April 2019)

2. Layout of roads and alleys.
3. Location of common elements.
4. Location of limited common elements.

(c) Supplementary Data.

1. Provision for water supply.
2. Provision for sewage disposal.

(2) Review. After the Land Use Services Department has determined the conceptual sketch plan to be complete and accurate, it will be scheduled for review at the next available Committee meeting. The declarant or an agent acting on behalf of the declarant shall present the conceptual sketch plan to the Committee in order to facilitate discussion regarding the layout and design of the proposed condominium plat.

5.03 Preliminary Major Site Condominium Plat. The preliminary major site condominium plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. Such plat shall conform substantially to the conceptual sketch plan presented to the Committee. (Amended: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015)

(1) Submittal and Information Requirements. The declarant shall prepare and file with the Land Use Services Department one full-size copy and one copy reduced to 11 inches by 17 inches of all pages of the preliminary condominium plat. The preliminary plat shall contain or have attached thereto all of the information required by 5.02(1) and Chapter 6, Design Standards, Improvements and Dedications, and the following:

- (a) Date of preparation and date of subsequent revisions.
- (b) Names, phone numbers, and addresses of the declarant, any agent having control of the land, surveyor, and engineer of the plan and certification of ownership or declarant's authorization of agent.
- (c) Proposed name of the condominium. Such name shall not duplicate or be alike in pronunciation of any condominium plat heretofore recorded in the County, unless considered an addition to an existing condominium plat.
- (d) Legal description and survey of the property as provided in s. 703.11(2)(b), Wis. Stats.
- (e) Graphic scale not more than one inch to 100 feet, unless agreed to by Land Use Services Department staff.
- (f) Small detailed scale drawing of the area proposed for development in relation to its location within the section(s).
- (g) North point arrow or symbol.
- (h) Proposed names of roads.
- (i) Locations and widths of proposed sidewalks and hiking or biking paths or trails.

(j) Any sites, in addition to roads, sidewalks, hiking or biking paths or trails, and utility easements, intended to be dedicated or reserved for parks or other public use. The dimensions and acreage of such sites shall be shown.

(k) Dimensions of blocks, units, common elements, and limited common elements.

(l) A unit identification system as provided in s. 703.11(3), Wis.Stats.

(m) Written explanation of the proposed condominium declaration.

(n) Wetland delineation report and map reviewed by and approved by the Land Use Services Department, if applicable.

(2) Review and Decision.

(a) A complete preliminary condominium plat application shall include supporting materials and shall comply with this Ordinance as in effect when the declarant submitted the preliminary plat application. The Committee shall review and approve, approve conditionally, or reject the preliminary plat application and shall state in writing any conditions of approval or reasons for rejection. Conditions of approval may include the kind and extent of improvements to be made by the declarant.

(b) Failure of the Committee to act within 40 calendar days of submittal of a complete preliminary condominium plat application shall constitute an approval of the preliminary plat, unless such time is extended by agreement between the County and the declarant.

5.04 Final Major Site Condominium Plat. The final major site condominium plat shall be prepared by a professional land surveyor and shall conform to the requirements of this Ordinance. Such plat shall conform substantially to the approved preliminary plat, except contour lines do not have to be shown. (Amended: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015)

(1) Submittal and Information Requirements. The applicant shall prepare and file with the Land Use Services Department the final plat in accordance with s. 703.11(2)(d), Wis. Stats. and the following:

(a) The final plat shall show the location and provide a description of survey monuments.

(b) A copy of the final condominium declaration.

(c) Certificates. All final plats shall provide all the certificates required by s. 703.11(4), Wis. Stats. Where s. 236.02(12), Wis. Stats., is applicable and any portion of the platted property abuts a highway under its jurisdiction, the Wisconsin Department of Transportation Trans 233 Certification Number shall be provided. (Amended: 26 March 2019, Ord. No. 2019-02; Effective 4 April 2019)

(d) The final condominium plat shall show on its face all lands reserved for future public dedication or reserved for the common use of unit owners within the plat. If common property is located within the plat, then provisions for its use, maintenance, and ownership must also be provided with the plat.

(e) The final plat shall show on its face evidence of acceptance of any dedications by the governmental entity(ies) receiving the dedications.

(f) A complete final condominium plat application shall include any agreements required, such as but not limited to storm water runoff management plans and road agreements, as approved by the county and recorded by the declarant.

(2) Review and Decision.

(a) A final condominium plat is entitled to approval if it is submitted within 36 months after approval of the preliminary plat and conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to county ordinances adopted as authorized by law. If the final condominium plat is not submitted within 36 months after approval of the preliminary plat, any approving authority may refuse to approve the final plat or may extend the time for submission of the final plat. The final condominium plat may, if permitted by the approving authority, constitute only that portion of the approved preliminary plat that the declarant proposes to record at that time.

(b) The Land Use Services Department shall approve or reject the final plat and shall state in writing any reasons for rejection. If approved, a written statement certifying approval shall be affixed to the condominium declaration and plat.

(c) The Land Use Services Department shall act within 40 calendar days of final plat submittal, unless such time is mutually extended by both parties, or unless the approval of the governmental entity(ies) is required under s. 5.05, Major Site Condominiums Involving Dedication of Land. Failure of the Land Use Services Department to act within the time limits imposed in this subsection shall constitute an approval.

5.05 Major Site Condominiums Involving Dedication of Land. Major site condominiums that involve the dedication of public rights-of-way or other dedications of public lands shall require approval of the applicable governmental entity(ies). The Land Use Services Department shall not approve such major site condominiums until approval of the applicable governmental entity(ies) has been obtained.

5.06 Recordation. The final condominium plat shall be recorded within 12 months of the date of the last approval of the plat and within 36 months after the first approval. Failure to record the plat within the time specified shall nullify the approval of the final plat.

5.07 Modifications and Corrections. Any modification or correction of a recorded site condominium plat or part thereof shall conform to all requirements of this Ordinance and shall be done in accordance with s. 703.095, Wis. Stats.

**CHAPTER 6
DESIGN STANDARDS, IMPROVEMENTS AND DEDICATIONS**

6.01 Roads and Alleys. These standards shall apply to roads or alleys being created or those portions of existing roads being extended to accommodate land divisions and condominiums reviewed under this ordinance.

(1) Requirements for All Private and Public Roads.

(a) Proposed road names shall conform to the Door County Uniform Addressing System Ordinance.

(b) Ingress to and egress from all lots and units shall be via the lowest class road available. An access restriction clause shall be affixed to the face of the certified survey map or plat to ensure access from the lowest class road.

(2) Private Roads.

(a) Requirements for Roads Serving Minor Land Divisions (certified survey maps) or Minor Site Condominiums.

1. Roads shall terminate within at least one of the lots or units such that the road may not be extended to serve more than 4 lots or units. Roads that do not terminate within at least one of the lots or units shall possess the characteristics as described in s. 6.01(2)(b)3.

2. Roads shall have a minimum right-of-way width of 30 feet and a minimum travel surface width of 16 feet.

3. The centerline radius shall be a minimum of 50 feet at all changes in direction of roads, except at T-intersections and crossroad intersections.

4. The road shall be designed with width, surface, and grade to assure safe passage and maneuverability of private vehicles and police, fire, ambulance, and other safety vehicles.

(b) Requirements for Roads Serving Major Land Divisions or Major Site Condominiums.

1. A design/construction plan shall be submitted by a professional engineer registered in the State of Wisconsin. Plans need to be in compliance with professional road engineering standards.

2. The road shall be designed with width, surface, and grade to assure safe passage and maneuverability of private vehicles and police, fire, ambulance, and other safety vehicles.

3. The road shall not have less than 66 feet of right-of-way width, 22 feet of roadway width, and 18 feet of travel surface width.

4. Spacing of private road intersections along arterial roads shall be at least 2,640 feet, wherever practicable.

5. Road intersections with centerline offsets shall not be less than 250 feet between intersections.

6. Not more than 2 roads shall intersect at one point.

7. The intersection angle of a road to a road shall not be less than 75 degrees.

8. A cul-de-sac shall not exceed 1,000 feet in length, unless a greater distance is approved by the Committee.
 9. If a cul-de-sac is to be used, the outside travel surface within the bulb of a cul-de-sac shall have a minimum radius of 45 feet.
 10. The road shall have a vertical clear zone of 14 feet and a horizontal clear zone of 22 feet.
 11. The road rights-of-way shall be platted as an outlet in major land divisions or as a common element in major site condominiums.
 12. The centerline radius shall be a minimum of 50 feet at all changes in direction of the road, except at T-intersections and crossroad intersections.
 13. The Committee may require that provision be made for the extension of a cul-de-sac to the boundary of a major land division or major site condominium.
- (c) A recorded and binding private road agreement shall be required. This agreement shall contain the following provisions: (Amended: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015)
1. The subdivider or declarant, or their designee, is solely responsible for: (Amended: 26 March 2019, Ord. No. 2019-02; Effective 4 April 2019)
 - Compliance with s. 6.01(1)(a) and (b) and either s. 6.01(2)(a), or s.6.01(2)(b), as applicable.
 - Road construction.
 2. The owner(s) of lots and units that benefits from the road are solely responsible for:
 - Road maintenance and repair, including dust control, snow and ice removal, and elimination of potholes and rutting, maintenance of required clear zones; and
 - Ensuring potential passage by law enforcement vehicles, fire trucks, ambulances and other emergency vehicles, and vehicles for sanitation purposes (trash, recycling, and private septic system maintenance and repair).
 3. The County is not obliged to accept the road into the county-maintained road system and that County is not responsible for road construction or road maintenance and repair, as described in a. above.

(3) Public Roads.

- (a) Roads that are to be dedicated as public roads shall be constructed according to the standards established by the governmental entity(ies) accepting the roads.
- (b) Roads that are to be dedicated as public roads shall require acceptance of the dedication by the governmental entity(ies) to receive the dedication.

(4) Alleys.

- (a) A design/construction plan shall be submitted by a professional engineer registered in the State of Wisconsin. Plans need to be in compliance with professional engineering standards.

(b) Alleys shall have a minimum right-of-way width and hard subsurface of 20 feet and a maximum right-of-way width of 30 feet. A minimum of 15 feet within the alley right-of-way shall be surfaced with gravel or paved and pitched to prevent ponding.

(c) The alley shall have a vertical clear zone of 14 feet and a horizontal clear zone of 20 feet.

(d) Alleys shall not exceed 600 feet in length, as measured from the intersecting road rights-of-way.

(e) The intersection angle of an alley to a road shall not be less than 75 degrees.

(f) Dead-end alleys shall be prohibited.

(g) Alley rights-of-way shall be platted as outlots in the case of major land divisions or as common elements in the case of major site condominiums.

(h) A recorded and binding private alley agreement shall be required. This agreement shall contain the following provisions:

a. The subdivider or declarant is solely responsible for alley construction.

b. The owner(s) of lots and units that abut an alley are solely responsible for:

- Alley maintenance and repair, including dust control, snow and ice removal, and elimination of potholes and rutting, maintenance of required clear zones; and
- Ensuring potential passage by law enforcement vehicles, fire trucks, ambulances and other emergency vehicles, and vehicles for sanitation purposes (trash, recycling, and private septic system maintenance and repair).

(i) Alleys that are to be dedicated as public alleys shall require acceptance of the dedication by the governmental entity(ies) to receive the dedication.

6.02 Lots and Units. The following requirements shall apply to minor and major land divisions and minor and major site condominiums, unless otherwise specified.

(1) No lot or unit shall be approved that does not have road access. Any lot that abuts an alley shall also abut a road. Property owners shall be responsible for securing road access. (Amended: 26 March 2019, Ord. No. 2019-02; Effective 4 April 2019)

(2) Lot and unit area and width shall conform to the requirements of the Door County Zoning Ordinance, if applicable. Where the lot or unit is not under the jurisdiction of the Door County Zoning Ordinance, the lot or unit area shall not be less than 1.5 acres.

(3) Side lot or unit lines shall be at an angle of at least 75 degrees to the road right-of-way.

(4) Lot or unit lines shall follow municipal boundary lines rather than cross them.

(5) For major land divisions and major site condominiums, double frontage lots and units shall be disallowed, except where lots and units abut an existing or proposed arterial road or where necessary to overcome specific disadvantages of topography and orientation.

(6) All lots and units created that fall under county or town jurisdiction for building setbacks shall depict the building zone for each lot or building site, or, if more restrictive, the building zone designated by the developer. The building zone shall be clearly designated as the "building zone" and a written statement shall be prominently displayed on the CSM or final plat stating that the

depicted building zones are based on setbacks in effect at time of final approval and should not be relied upon without first obtaining written verification thereof from the appropriate agency(ies).

(7) Ordinary High Water Mark

- (a) Property lines for all lots and units that front navigable water shall go to the water's edge and shall be shown on the CSM or final plat with the following statement included: "Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1 of the state constitution." (Added: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015) (Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)
- (b) Any CSM or final plat that show an approximate ordinary high water mark shall state on its face that the mark is shown for reference only. (Added: 24 March 2015, Ord. No. 2015-03; Effective: 30 March 2015) (Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)
- (c) If the building zone described in par. (a) includes an ordinary high water mark setback, this setback shall be in effect if all of the following apply: (Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)
 - 1. The map, plat, or survey was prepared by a professional land surveyor, licensed under Ch. 443, Wis. Stats., after April 28, 2016.
 - 2. The Wisconsin Department of Natural Resources has not identified the ordinary high water mark on its Internet site as is required under s. 30.102, Wis. Stats.

(8) Floodplain. All CSMs or plats located in the floodplain districts described in ss. 1.5(1) and (2), Door County Floodplain Ordinance, shall show the following: (Amended: 27 February 2018, Ord. No. 2018-03; Effective 04 March 2018)

- (a) Regional flood elevation and floodway data.
- (b) Public utilities and facilities, such as sewer, gas, electrical, and water systems, are located to reduce exposure to flood hazards and minimize or eliminate flood damages.

6.03 Utility Easements.

- (1) For major land division plats and major site condominium plats, the subdivider or declarant shall provide the Land Use Services Department with correspondence from all relevant utility companies identifying their needs, if any, for easements. Easement areas shall be identified on such plats.
- (2) For major land division plats and major site condominium plats, lots and units shall be served by underground electric, gas, telephone, and cable television lines, if available, unless waived by the Committee. Land disturbed by installing the underground lines shall be stabilized by the subdivider or declarant.

6.04 Blocks. When blocks are used, the following shall apply:

- (1) The length, width, and shape of blocks shall be appropriate to the need for convenient access, control, and safety of street traffic and the limitations and opportunities of the topography.

(2) Blocks shall generally have sufficient width to provide for 2 tiers of lots or building sites of appropriate depth, except one tier of lots or building sites is sufficient where blocks abut a lake, stream, plat boundary, park, or an arterial street.

(3) Within blocks, pedestrian rights-of-way of at least 15 feet in width may be required by the Committee to provide improved circulation or access to schools, playgrounds, parks, shopping centers, waterways, and other community facilities.

(4) Blocks adjoining arterial streets shall be so oriented that the long dimension of the block shall front on the arterial street in order to create as few intersections as possible along the arterial street.

6.05 Storm Water Runoff Control Plans for Major Land Divisions and Major Site Condominiums.

(1) For major land divisions and major site condominiums, storm water runoff control plans, as approved by the Door County Soil and Water Conservation Department, shall be presented at the time of preliminary plat submittal. The Door County Soil and Water Conservation Department shall notify the subdivider or declarant in writing of the decision to approve or deny the submitted plan and forward a copy of the decision to the Land Use Services Department.

(2) If required by the County, a "Storm Water Runoff Control Easement" shall be prepared by the applicant and approved by the Door County Soil and Water Conservation Department, Door County Land Use Services Department, and the Door County Corporation Counsel. After the Resource Planning Committee gives preliminary plat approval, but before the Door County Land Use Services Department approves and signs the final plat, the applicant shall record the easement in the Register of Deeds office with Door County listed as the grantee. The easement shall include covenants, terms, conditions, and restrictions to ensure proper installation and the long-term operation and maintenance of such storm water runoff control plan.

6.06 Public Water/Sanitary Sewer Systems. In areas that have a public water and/or public sanitary sewer system on or near the proposed major land division or major site condominium, the local municipality furnishing such service shall determine the feasibility of serving the land division or condominium. The Committee may require the subdivider or declarant to join the water and/or sanitary district.

6.07 Improvements Required. Prior to the issuance of any zoning or building permit, verification of the installation of all improvements required to be installed by the subdivider or declarant that serve the lot or unit for which the permit is being issued shall be provided to the Land Use Services Department.

6.08 Land Dedicated to the Public. All land dedicated to the public, including roads and alleys, shall be clearly marked "Dedicated to the Public." (Added: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015)

**CHAPTER 7
ADMINISTRATION AND ENFORCEMENT**

7.01 Administration. The administration and enforcement of the provisions of this Ordinance shall be the responsibility of the Committee or its authorized representative in the Land Use Services Department.

7.02 Fee.

(1) Minor land division or minor site condominium. The subdivider or declarant shall pay all fees as established by the Door County Board of Supervisors at the times specified before being entitled to review of a minor land division or minor site condominium:

- (a) Application fee to be paid at submittal.
- (b) Re-submittal fee paid at re-submittal.

(2) Major land division or major site condominium. The subdivider or declarant shall pay all fees as established by the Door County Board of Supervisors at the times specified before being entitled to review of a major land division or major site condominium:

- (a) Submittal of preliminary plat:
 - 1. Application fee to be paid at submittal.
 - 2. Re-submittal fee paid at re-submittal.
- (b) Submittal of final plat:
 - 1. Application fee to be paid at submittal.
 - 2. Re-submittal fee paid at re-submittal.

(3) The subdivider or declarant shall pay a fee equal to the cost of any extraordinary legal, administrative, or fiscal work that is done in connection with a minor or major land division or minor or major site condominium. Legal work shall include the drafting or review of proposed agreements between the subdivider or declarant and the County, the utility companies, lot or unit owners, and others. These fees may also include the cost of obtaining professional work or opinions including, but not limited to, attorneys, engineers, landscape architects, land planners, or the Door County Zoning Administrator.

7.03 Violations. No person shall divide, convey, record, or monument any land or create a condominium in violation of this Ordinance. The County shall institute action or proceedings to enjoin violations of this Ordinance.

7.04 Waiver of Requirements.

(1) Where the Committee finds that extraordinary hardships will result from strict compliance with the regulations of this Ordinance, it may waive the requirements so that substantial justice may be done and the public interest secured, provided that such waiver of requirements will not have the effect of nullifying the intent and purpose of this Ordinance.

(2) A majority vote of the entire membership of the Committee shall be required to waive any requirements. Any waiver of requirement shall be entered into the minutes of the Committee setting forth the reasons that, in the judgment of the Committee, justified the waiver.

7.05 Appeals. Any person aggrieved by an objection to a plat or failure to approve a plat, certified survey map, or condominium plat may appeal as provided in s. 236.13(5), Wis. Stats.

7.06 Penalties. Any person, firm, or corporation who fails to comply with the provisions of this Ordinance shall, upon conviction thereof, forfeit not less than \$500 nor more than \$1,000 and the cost of prosecution for each violation, and in default of payment of such forfeiture and the cost, shall be imprisoned in the County jail until payment thereof, but not exceeding 30 days. Each day a violation exists or continues shall constitute a separate offense. Compliance therewith may also be enforced by an injunction at the suit of the County or the owner or owners of real estate within the area affected by the regulations of this Ordinance, as provided by law.

7.07 Amendments. The Door County Board of Supervisors may from time to time amend the regulations imposed by this Ordinance. The Committee shall hold a public hearing on all proposed amendments as required by s. 236.45, Wis. Stats. Notice of the hearing shall be given by publication of a class 2 notice, as required by s. 236.45(4), Wis. Stats.

CHAPTER 8 DEFINITIONS

8.01 Authority Cited. References herein to the administrative code, ordinances, or statutes are to those in effect as of the date this Ordinance is enacted and as subsequently amended or revised.

8.02 Word Usage. For purposes of this Ordinance, words used in the present tense include the future; singular number includes the plural number; and the plural number includes the singular number. The word "shall" is intended to be mandatory.

8.03 Definitions. For purposes of this Ordinance, the following definitions shall be used:

Alley: A right-of-way that provides only secondary access to abutting properties and which is not intended for general traffic circulation.

Arterial Road: A road used, or intended to be used, primarily for fast or heavy through traffic, including freeways, expressways, as well as standard arterial road, highways and parkways.

Block: A group of lots or units existing within well defined and fixed boundaries, bounded on at least one side by a road, bounded on the other sides by other roads, natural or man-made barriers, or unplatted land, and having an assigned number, letter or other name through which it may be identified.

Building Zone: The horizontal plane within a lot or unit bounded by all applicable setbacks.

Certified Survey Map: A map of a minor land division, as defined in this Ordinance, prepared in accordance with s. 236.34, Wis. Stats.

Committee: The Door County Resource Planning Committee.

Common Element: All of a condominium except its units.

Conceptual Sketch Plan: A concept drawing made to approximate scale of a proposed land division or condominium submitted to the Door County Resource Planning Committee for discussion purposes prior to the filing of a preliminary plat.

Condominium: As used in this Ordinance, it shall mean minor site condominiums and major site condominiums, unless one is specifically stated or is implied by context.

County: Door County, including any agency, department or committee thereof.

Cul-de-sac: A minor road with only one outlet and having a turnaround for the safe and convenient reversal of traffic movement.

Declarant: Any owner who subjects his or her property to a condominium declaration established under Ch. 703, Wis. Stats.

Final Plat: The map of record of a major land division or major site condominium and any accompanying material.

Land Division: The act or process of dividing land into two or more lots.

Land Use Services Department: Door County Land Use Services Department.
(Added: 26 March 2019, Ord. No. 2019-02; Effective 4 April 2019)

Limited Common Element: A common element identified in a declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

Lot: Designated parcel, tract, or area of land established by plat, land division, or as otherwise permitted by law to be used, developed, or built upon.

Lot Depth: The shortest distance between the front lot line and the rear lot line.

Lot Width: The shortest distance between side lot lines, measured through the midpoint of the shortest line that can be drawn between the front lot line and the rear lot line.

Lot, Double Frontage: A lot, other than a corner lot, with frontage on more than one road.

Lot Line, Front: The lot line nearest to the centerline of the public or private road from which the lot takes access, except that for essentially rectangular lots abutting cul-de-sacs, the front lot line shall be that lot line that is generally parallel and closest to the centerline of the access road.

Lot Line, Rear: In the case of a rectangular or most trapezoidal shaped lots, that lot line that is generally parallel to and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to, and at the maximum possible distance, from the front lot line.

Lot Line, Side: Any lot line other than a front or rear lot line.

Major Land Division: The creation of five or more parcels that are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Major Site Condominium: The creation of a site condominium containing 5 or more units where the units are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Minor Land Division: The creation of 4 or fewer parcels that are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Minor Site Condominium: The creation of a site condominium containing 4 or fewer units where the units are less than 10 acres in area either through a single division or successive divisions by either the same or subsequent owner(s) within a period of 5 years.

Outlot: A parcel of land not to be used for building purposes, so designated on the certified survey map or plat.

Planning Department: Door County Planning Department. (Deleted and replaced with Land Use Services Department throughout 26 March 2019, Ord. No. 2019-02; Effective 4 April 2019)

Plat: A map of a major land division or major site condominium.

Preliminary Plat: A map showing the salient features of a proposed major land division or major site condominium submitted to the Door County Resource Planning Committee for purposes of preliminary consideration.

Private Road: A road that has not been dedicated to and accepted by a government entity.

Professional Land Surveyor: A person who is granted a license in the State of Wisconsin to engage in the practice of professional land surveying. (Added: 24 March 2015, Ord. No. 2015-03; Effective 30 March 2015)

Replat: The process of changing, or the map or plat which changes, the boundaries of a recorded major land division plat or part thereof. The legal dividing of a large block, lot or outlot within a recorded subdivision plat without changing exterior boundaries of said block, lot or outlot is not a replat.

Road: A right-of-way that provides vehicular access to lots, but not including alleys or driveways.

Road, Minor: A road used, or intended to be used, primarily for access to abutting properties.

Site Condominium: A condominium as provided in Ch. 703, Wis. Stats., whereby the type of "unit" is the first type described in s. 703.02(15), Wis. Stats. Such "unit" provides the unit owner with the right to occupy a specific land area, or site.

Subdivision: As used in this Ordinance, the term means the same as a land division, except where it is used with specific reference to s. 236.02(12), Wis. Stats.

Unit: The specific land area within which the unit owner has the sole right to occupy, but does not take title.

Unit Owner: As defined in s.703.02 (17), Wis. Stats.

Wetland: Those areas where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which have soils indicative of wet conditions.

Working Day: Any day in which the office of the Door County Land Use Services Department is open for public business, regardless of whether the office is open for a full day or not.

DOOR COUNTY BOARD OF ADJUSTMENT RULES OF PROCEDURE

SECTION A. GENERAL PROVISIONS.

(1) AUTHORITY.

The Door County Board of Adjustment, hereinafter referred to as "the Board, " is established under the authority of s. 59.694, Wis. Stats . , and the Door County Zoning Ordinance, or as amended. The Board assumes the powers, duties, and responsibilities as provided by Wisconsin law and the Door County Zoning Ordinance. These rules are supplementary to the requirements of the Wisconsin law and the provisions of the Door County Zoning Ordinance as they relate to the powers, duties, and responsibilities of the Board.

(2) CONFLICT AND SEVERABILITY.

In case of conflict between these rules and Wisconsin law, the Door County Zoning Ordinance, or other Door County ordinances, the more restrictive provisions shall prevail, unless precluded by superior authority. In such case, all portions of these rules not in such conflict shall continue in full force and effect.

(3) TITLE.

The official title of the Board is Door County Board of Adjustment.

(4) DEFINITIONS.

Unless otherwise indicated by the context in these rules:

"Administrator" means the Door County Senior Zoning Administrator, or designee, who shall be an employee of the Door County Planning Department.

"Appeal" means a formal request to the Board requesting a change in a decision or relief from requirements of the Door County Zoning Ordinance.

"Appellant" means the person entering an appeal or that person's attorney, agent, or other authorized representative.

"Chairperson" means the member who is the presiding officer at a meeting or hearing.

"Hearing" means a meeting at which witnesses are heard and testimony is taken.

"Meeting" means an assemblage of the Board's members in order to conduct the Board's business .

"Member" means a person who has been duly appointed to serve in all business of the Board .

(5) CONFLICT OF INTEREST.

- (a) Any member who has any direct or significant indirect interest in a matter before the Board shall not vote thereon nor participate in the deliberation of such matter at any meeting at which the matter is under consideration.
- (b) A conflict of interest shall be deemed to exist when:
 1. The member is the appellant or spouse of the appellant, or is related to the appellant within the third degree of consanguinity, or is the spouse or in loco parentis of someone so related, or
 2. The appellant is the employer, employee, or partner of the member, or is a corporation in which the member is a major shareholder or has a major financial interest, or
 3. The member owns property within 300 feet of the property that is the subject of the appeal, or

4. The member determines that a party in interest is someone for whom an impartial decision could not be made.

(6) EX PARTE DISQUALIFICATION.

A member may disqualify himself/herself from participating in any matter whenever a party in interest has sought to influence the vote of the member on that matter outside of a hearing.

(7) OFFICE OF RECORD.

The office of the Board shall be at the same location as that of the Door County Planning Department, which, at the time of adoption of these rules, is the Door County Government Center, Sturgeon Bay, Wisconsin .

SECTION B. ELECTION OF OFFICERS. DUTIES OF OFFICERS AND STAFF ASSISTANCE.

(1) ELECTION OF OFFICERS.

The Board shall elect a chairperson and a vice-chairperson from among its members at its annual organizational meeting, which shall be the first meeting in July of each year or as soon as possible thereafter. Their term of office shall be until the next annual organizational meeting, or until their successors are elected as soon as possible thereafter. The Board may, at any meeting, elect from among its members a replacement for an officer who is unable to perform the duties of that office. The officer so elected as a replacement shall serve until the next annual organizational meeting of the Board, or until their successors are elected as soon as possible thereafter.

(2) DUTIES OF OFFICERS.

- (a) Chairperson: The chairperson shall preside over and direct the conduct of all meetings of the Board. The chairperson shall, subject to these rules, determine the dates, times, and locations of meetings; direct the official business of the Board; and decide all points of procedure or order. The chairperson may be overruled by a majority vote of a quorum. (See s. C(3)(c)3. for voting requirements.)
- (b) Vice chairperson: The vice-chairperson shall assume the duties of the chairperson if absent from a meeting or temporarily incapacitated. In the event that the vice-chairperson is absent from a meeting or temporarily incapacitated, the Board shall elect a member to assume the duties of the chairperson for the applicable meeting. The term of such chairperson shall not extend beyond the meeting for which the member was elected chairperson.

(3) OTHER ASSISTANCE.

- (a) The administrator shall provide clerical assistance, including acting as recording secretary for the Board. As recording secretary, the administrator shall record and maintain permanent minutes of the Board's proceedings, showing the vote of each member upon every question, or if abstaining from voting, indicating that fact; shall keep records of the Board's official actions; shall accurately reduce to writing the testimony of those appearing before the Board, when necessary, and keep a verbatim recording of all hearings until the appeal period for the applicable case has been exhausted; shall record the names and addresses of all persons appearing before the Board; conduct the correspondence of the Board; have published in the official Door County newspaper public notices of meetings and hearings as required by law; file minutes and records in the office of record of the Board; and shall be the custodian of the files of the Board and keep all records. The administrator shall attend and advise the Board at meetings and hearings, except as determined otherwise by the chairperson.

- (b) The Door County Corporation Counsel, or designated representative, shall be the legal counsel for the Board, except in those cases where independent legal counsel is obtained or in those cases where ethical considerations prevent such counsel .

SECTION C . MEETINGS.

(1) ORDER OF BUSINESS.

- (a) Call to order and declaration of quorum.
- (b) Hearing of cases and decisions.
- (c) Approval of minutes of previous meeting.
- (d) Specified old business.
- (e) Specified other business.
- (f) Adjournment.

(2) RULES OF ORDER.

Robert's Rules of Order in the most recent published version shall govern during meetings, except where otherwise prescribed by Wisconsin law, Door County Zoning Ordinance, or these rules .

(3) VOTING

- (a) Who Shall Vote. Unless abstaining because of a conflict of interest, each member, including the chairperson, shall vote on each motion or other decision to be taken by the Board.
- (b) Abstention. Any member having a conflict of interest in a matter shall not participate in the discussion of, or decision on, that matter. A member having such conflict of interest shall exit the meeting room before the matter is taken up and shall not return until after a decision on the matter. Abstentions shall be recorded in the minutes of the proceedings.
- (c) Decisions.
 1. Decisions on appeals shall be by majority vote of the Board. Therefore, 3 concurring votes are needed to determine a decision. If only 3 members are voting on a motion, the motion is lost if the vote is other than unanimous. A vote on a motion that results in a tie means that the motion is lost.
 2. Decisions on amending these rules shall be by majority vote of the Board. Therefore, 3 concurring votes are needed to determine a decision. If only 3 members are voting on a motion, the motion is lost if the vote is other than unanimous. A vote on a motion that results in a tie means that the motion is lost.
 3. Decisions on all other matters shall be by a majority vote of a quorum. A vote on a motion that results in a tie means that the motion is lost.

(4) RECONSIDERATION DISALLOWED.

To lend finality to decisions of the Board, the Board shall not reconsider its decisions.

SECTION D. POWERS AND DUTIES OF THE BOARD.

The powers and duties of the Board are identified in applicable sections of the Wisconsin Statutes and in the Door County Zoning Ordinance. The Board shall have the following general powers :

- (1) To hear and decide appeals where error is alleged, pursuant to s. 59.694, Wis. Stats., and ss. 10.02(4) (a) and 11.07, Door County Zoning Ordinance. (See Section E.)
- (2) To hear and decide appeals from a Conditional Use Permit decision by the Door County Resource Planning Committee. (See Section F.)
- (3) To hear and authorize upon appeal variances pursuant to ss. 10.02(4)(b) and (c) and 12.04, Door County Zoning Ordinance, and s. 59.694(7)(d), Wis. Stats. (See Section G.)

SECTION E. APPEALS WHERE ERROR IS ALLEGED.

(1) STANDARD OF REVIEW

The standard of review for such appeals shall be certiorari. That is, review shall be confined to the record related to the decision being appealed.

(2) HEARING TESTIMONY.

Public hearing testimony shall be limited to facts and relevant information pertinent to the decision being appealed. To aid the Board in understanding the facts and relevant information, the Board may ask questions of those testifying.

(3) ORDER OF HEARING.

- (a) Reading of the appeal by the Chairperson.
- (b) Discussion of the record by the Board.
- (c) Testimony by the appellant to support the challenge to the decision.
- (d) Testimony by the officer to support the decision.
- (e) Rebuttal by the appellant.
- (f) Rebuttal by the officer.
- (g) Close the hearing.
- (h) Consideration and decision.

(4) BASES FOR DECISION.

- (a) Whether the officer kept within its/his/her jurisdiction.
- (b) Whether the officer acted according to applicable laws and common law concepts of due process and fair play.
- (c) Whether the officer's action was arbitrary, oppressive, or unreasonable and represented the officer's will and not the officer's judgment.
- (d) Whether the evidence was such that the officer might reasonably make the order or determination in question.

SECTION F. APPEALS FROM A CONDITIONAL USE PERMIT DECISION BY THE DOOR COUNTY RESOURCE PLANNING COMMITTEE .

(1) STANDARD OF REVIEW .

The standard of review for such appeals shall be de novo. That is , the original decision of the Door County Resource Planning Committee shall be given no further consideration.

Consequently, the Board shall consider the application for such Conditional Use Permit anew and without any consideration given to the Door County Resource Planning Committee's prior decision on the matter. Accordingly, the Board shall:

- (a) Conduct a hearing about the appeal.
- (b) Independently take evidence.
- (c) Render a decision on the appeal.

(2) FILING AN APPEAL.

- (a) Any person aggrieved may take appeals to the Board.
- (b) Such appeals shall be commenced by filing a notice of appeal and a nonrefundable fee as established by the Door County Board of Supervisors with the Door County Planning Department within 30 days after the date of written notice of the decision of the Door County Resource Planning Committee.
- (c) The notice of appeal shall specify the decision appealed.
- (d) The appellant may withdraw the appeal anytime prior to the Board's decision.

(3) RECORD ON APPEAL.

- (a) The Door County Planning Department shall cause the record to be compiled and transmitted to the Board in advance of the de novo hearing.
- (b) The record shall comprise of only the application for Conditional Use Permit and addendum or supplement thereto.

(4) ORDER OF HEARING.

- (a) Reading of the appeal by the chairperson.
- (b) Explanation of the appeal by the administrator.
- (c) Testimony by those in support of the Conditional Use Permit application.
- (d) Testimony by those in opposition to the Conditional Use Permit application.
- (e) Rebuttal by those in support of the Conditional Use Permit application.
- (f) Rebuttal by those in opposition to the Conditional Use Permit application.
- (g) Close the hearing.
- (h) Consideration and decision.

(5) BASES FOR DECISION.

The bases for decision shall be as set forth in s. 11.04(5), Door County Zoning Ordinance.

SECTION G. VARIANCES FROM THE TERMS OF THE DOOR COUNTY ZONING ORDINANCE.

(1) STANDARD OF REVIEW.

The standard of review for variance appeals shall be original review. That is, the Board shall render the first decision on the matter.

(2) ORDER OF HEARING.

- (a) Statement by the chairperson of the purpose of the hearing.
- (b) Reading of the variance appeal by the chairperson.
- (c) Explanation of the appeal by the administrator.
- (d) Testimony by those in support of the appeal.
- (e) Testimony by those in opposition to the appeal.
- (f) Rebuttal by those in support of the appeal .
- (g) Rebuttal by those in opposition to the appeal.
- (h) Close the hearing.
- (i) Consideration and decision.

(3) BASES FOR DECISION.

The bases for decision shall be the standards for variance detailed in s. 11.06(3), Door County Zoning Ordinance, the Wisconsin Statutes, and common law.

SECTION H. DECISIONS ON APPEALS AND DISPOSITION OF APPEAL CASES.

(1) TIME OF DECISION.

The Board of Adjustment will render a final decision within a reasonable time after the hearing. Final decisions of the Board of Adjustment will be reduced to writing and executed by the recording secretary.

(2) FORM OF THE DECISION.

The final disposition of an appeal shall be in the form of a written decision signed by the recording secretary. Such decision shall state the vote of each member upon each question and the reasons for the Board's decision. The recording secretary shall transmit the Board's decision to the appellant and other parties of interest. All conditions imposed with respect to the granting of the appeal shall be stated in the Board's decision.

(3) EXPIRATION.

A decision requiring the administrator to issue a zoning permit shall become void after one year, unless the appellant obtains a zoning permit for the project within such time. However, the Board may extend the time period for obtaining the zoning permit .

(4) FILING OF THE DECISION.

Every decision of the Board shall be filed in the office of the Board

SECTION I. SCHEDULING OF HEARINGS.

The Board of Adjustment generally meets on the second and fourth Tuesday of every month at 6:30 p.m. in the Government Center, Peninsula Room, 421 Nebraska Street, Sturgeon Bay, WI 54235.

Matters (i.e., administrative appeals, variances, and appeals from a conditional use permit decision) will be scheduled for consideration at a hearing within the earliest reasonable time period. This earliest reasonable time period will be decided by the Planning Department in consultation with the Board of Adjustment Chairperson, subject to the following limitations:

- (1) No more than 5 appeals shall be scheduled at any one meeting, except as provided in sub. (2).
- (2) Only one appeal from a Conditional Use Permit decision by the Door County Resource Planning Committee shall be considered at any one meeting. No other appeals shall be scheduled at such meeting.

SECTION J . CONSOLIDATION OF APPEALS.

The Board may consolidate separate appeals that involve the same case. Consolidation may occur, with the Board's approval, at the request of one or more of the appellants, or by action of the Board.

SECTION K. AMENDING RULES.

The Board may amend these rules at any meeting. (See s. C(3)(c)2. for voting requirements.)

SECTION L. SUSPENSION OF THE RULES.

These rules may be suspended at any meeting. (See s. C(3)(c)3. for voting requirements.)
Such suspension of the rules shall not extend beyond adjournment of the meeting at which the
suspension was approved.

Amended: May 11, 2010

Susan Kohout
Susan Kohout - Chairperson

Lars Johnson
Lars Johnson - Vice-chairperson

James Drascic
James Drascic

Monica Nelson
Monica Nelson

Kristen Peil
Kristen Peil

With concurrence:

(Vacant)
First Alternate

Harvey Kroboth
Harvey Kroboth Second Alternate

(c) Conditions not self-created. That the condition creating the hardship or difficulty was not caused by the petitioner nor by any person still having an interest in the property.

(d) Public interest. That in granting the variance there will not be a substantial detriment to neighboring property and the grant of variance will not be contrary to the purpose of this Ordinance and the public interest.

(e) Effect on uses. No variance shall have the effect of allowing in any district a use not permitted in that district.

(4) Department of Natural Resources notification. (Amended: 27 May 2014; Ord. 2014-10) (Deleted: 20 Sept. 2016; Ord. 2016-14)

(5) Resubmission. A variance petition that has been heard and decided shall not be eligible to be resubmitted during the 6 months following the decision. The 6 month period may be waived by the Board of Adjustment provided that the petitioner submits a written report identifying how the new petition differs materially from the previous petition or identifying substantial new evidence that will be offered and provided that the Board of Adjustment votes by simple majority that the changes or new evidence would be of such significance that the Board might consider changing the previous decision.

(6) Road projects. When a structure becomes a nonconforming structure as to setback from a road, because the road was widened or relocated by the county, a town, or the Wisconsin Department of Transportation, such structure shall not require a variance and shall not be considered a nonconforming structure in regards to setback from a road or highway. However, no such structure shall thereafter be enlarged or rebuilt in such a manner that it will be closer to the right-of-way of the road.

(7) Repairs, restoration, and reconstruction. A structure that was authorized by a variance may be repaired, restored, or reconstructed with the issuance of a regular zoning permit provided the repair, restoration, or reconstruction of the structure conforms fully to the structure authorized by the variance, except that structures located in the floodplain may be elevated as necessary to comply with floodplain zoning requirements. (Added: 25 June 1996; Ord. 16-96) (Amended: 20 Sept. 2016; Ord. 2016-14)

11.07 Appeals.

(1) General provisions.

(a) Where it is alleged there is error in any order, requirement, decision, or determination made by the Zoning Administrator, Land Use Services Director, or

Resource Planning Committee, an appeal may be taken to the Board of Adjustment by any person aggrieved, or by any officer, department, board, or bureau of the municipality affected.

(b) Such appeals shall be filed with the Land Use Services Department within 30 days after the date of written notice of the decision or order of the Zoning Administrator, Land Use Services Director, or Resource Planning Committee.

(c) Stays. An appeal shall stay all proceedings in furtherance of the action appealed from, unless the officer from whom the appeal is taken shall certify to the Board of Adjustment, after the notice of appeal shall have been filed, that by reason of facts stated in the certificate a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order, which may be granted by the Board of Adjustment or by a court of record on application on notice to the officer from whom the appeal is taken and on due cause shown.

(2) Processing an appeal.

(a) Petitions for appeals shall include:

1. Name, address, and signature of the appellant.
2. Location of property affected by the appeal.
3. The decision being appealed and the grounds claimed for the appeal.
(Amended: 24 March 2015; Ord. 2015-02)
4. Such additional information as may be required by the Board of Adjustment.

(b) Fee. An appeal shall be accompanied by a fee established by the County Board of Supervisors.

(c) For appeals of Zoning Administrator or Land Use Services Director decisions, or Resource Planning Committee decisions other than conditional use permit application decisions, the Door County Land Use Services Department shall forthwith transmit to the Board of Adjustment the appeal and all the documents constituting the record upon which the action appealed from was taken. For appeals of Resource Planning Committee conditional use permit application decisions, the Door County Land Use Services Department shall forthwith transmit to the Board of Adjustment the appeal, the conditional use permit application in question, and any supplementary materials developed by Land Use Services Department staff regarding the conditional use permit application. (Amended: 24 March 2015; Ord. 2015-02)

(d) Public hearing. The Board of Adjustment shall hold a public hearing in accordance with s. 59.694, Wis. Stats., and after a public notice has been given as provided in s. 11.09(1), notice for public hearings. At the hearing any party may appear in person or by agent or attorney. The burden of proof at all times remains with the appellant, except that in appeals of Resource Planning Committee conditional use permit decisions, the Board of Adjustment will conduct a "de novo" hearing, meaning that the conditional use permit applicant has the burden of proof. (Amended: 24 March 2015; Ord. 2015-02)

(e) Decision. The Board of Adjustment decision of the appeal shall be rendered in writing within 30 days after the public hearing. Such decision shall:

1. State the specific facts which are the basis for the Board's decision.
2. Either affirm, reverse, vary, or modify the order, requirement, decision or determination appealed from. The Board may also dismiss the appeal for lack of jurisdiction.

Commentary: An appeal decision made by the Board of Adjustment may be further appealed to a court of law.

(3) Department of Natural Resources notification. (Amended: 27 May 2014; Ord. 2014-10)
(Deleted: 20 Sept. 2016; Ord. 2016-14)

11.08 Amendments.

(1) The County Board of Supervisors may amend this Ordinance in accordance with 59.69(5), Wis. Stats., after a public notice has been given as provided in s. 11.09(1), notice for public hearings. At the hearing any party may appear in person or by agent or attorney. (Amended: 20 Sept. 2016; Ord. 2016-14)

(2) Petition. A petition for an amendment to this Ordinance shall be submitted to the Door County Land Use Services Department using forms furnished by the Land Use Services Department. Such petition shall include the following:

- (a) Name and address of the petitioner.
- (b) Signature of the petitioner.
- (c) If the petition is for a zoning text amendment, the proposed text changes including reference(s) to the affected section(s) of this Ordinance.
- (d) If the petition is for a zoning map amendment, a description of the affected property, the current zoning district classification(s), and the proposed zoning district classification(s)
- (e) Fee. A petition for an amendment shall be accompanied by a fee

highways.

Institutional Recreation Camp: An area containing one or more permanent buildings used periodically for the accommodation of members of associations or groups for recreational purposes.

Institutional Residential: Convents, monasteries, sheltered care facilities, nursing homes, and protective living facilities where the residents live in an institutional environment. The residents may be members of an institution, or would have institutional care, or would be treated by staff.

Intensive agriculture: See Agriculture, Intensive.

Junk Material: Any inoperable motor vehicles, used tires which are not being put to a use, unusable household appliances, or unusable parts of motor vehicles.

Kennel: Any establishment wherein or whereon 8 or more dogs over the age of 5 months are kept for breeding, sale, or sporting purposes, or where boarding care is provided for compensation.

Land Disturbance: Any filling, grading, dredging, excavating or similar activity which alters the surface of a site for the purposes of preparing a site for development, creating ponds, or altering the topography of a site. Activities which meet the definition of nonmetallic mining or solid waste facility shall not be considered as a land disturbance.

Land Use Services Department: Door County Land Use Services Department. (Added: 27 March 2018; Ord. 2018-06)

Land Use Services Director: An authorized representative of the Resource Planning Committee appointed by the County of Door to supervise the operation of the Land Use Services Department and to carry out, or to delegate carrying out, the assigned responsibilities of this Ordinance. (Added: 27 March 2018; Ord. 2018-06)

Landing: A horizontal platform, the purpose of which is to provide a turn or resting place in a stairway.

Livestock: Any bovine, sheep, goat, pig, elk or other deer, llama, alpaca, or domestic fowl, including game fowl, raised in captivity, except that the keeping of up to eight chickens, excluding roosters, for personal use shall not be considered the keeping of livestock. (Added: 26 August 1997; Ord. 21-97) (Amended: 17 April 2012; Ord. 2012-14)

Living Quarters: A building or a portion of a building which provides, as a minimum, an area equipped or furnished for sleeping purposes, or those finished portions of a building in which normal residential activities occur. (Amended: 4 April 2011; Ord. No. 2011-04)

Lot: A continuous parcel of land, not divided by a public right-of-way, occupied or intended to be occupied by a principal structure or use and the accessory structures or

uses permitted thereto, and sufficient in size to meet the lot width and lot area provisions of this ordinance.

Lot Area: The area of a horizontal plane bounded by the front, side, and rear lot lines of a lot, but not including the area of any land below the ordinary high water mark of navigable waters.

Lot Line: A line bounding a lot which divides one lot from another lot or from a street or road.

Lot Line, Front: The lot line nearest to the centerline of the public or private road from which the lot takes access, except that for essentially rectangular lots abutting cul de sacs, the front lot line shall be that lot line which is generally parallel and closest to the centerline of the access road. (Amended: 23 March 1999; Ord.4-99)

Lot Line, Rear: In the case of rectangular or most trapezoidal shaped lots, that lot line which is generally parallel to and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to, and at the maximum possible distance from, the front lot line.

Lot Line, Side: Any lot line other than a front or rear lot line.

Lot of Record: Any lot, the description of which is properly recorded with the Door County Register of Deeds, which at the time of its recordation complied with all applicable laws, ordinances, and regulations.

Lot Width: The shortest distance between side lot lines, measured through the midpoint of the shortest line that can be drawn between the front lot line and the rear lot line. (Amended: 23 March 1999; Ord. 4-99)

Manufactured Home: A dwelling unit which is, or was as originally constructed, designed to be transported after fabrication on its own wheels, or by a motor powered vehicle, arriving at a site where it is to be occupied as a residence (whether occupied or not) complete and ready for occupancy (with or without major appliances and furniture) except for minor and incidental unpacking and hook-up operations, and designed, equipped and used primarily for living quarters or is intended to be so used, and includes any additions, attachments, annexes, foundations, and appurtenances. (Amended: 4 April 2011; Ord. No. 2011-04)

Structures which are delivered to the site in halves or other modular arrangements (consisting of complete wall sections or large units fabricated off-premise by the manufacturer of the basic unit and designed and intended to be attached to the basic unit) and which when joined together exceed 18 feet in width throughout, meet minimum floor area requirements of this Ordinance, have a length to width ratio of not more than 2.5 to one (with length measured along the center of the longest roof axis and width measured perpendicular to the above at the completed unit's most narrow span), and which are placed upon a permanent foundation are considered single family residences

immediately surrounding it, any associated existing accessory structures, and fixed surface infrastructure (e.g., driveway).

- o. "Regional flood" (§ NR 115.03(7), Wis. Adm. Code): A flood determined to be representative of large floods known to have generally occurred in Wisconsin and which may be expected to occur on a particular stream because of like physical characteristics, once in every 100 years.
- p. "Routine maintenance of vegetation" (§ NR 115.03(7m), Wis. Adm. Code): Normally accepted horticultural practices that do not result in the loss of any layer of existing vegetation and do not require earth disturbance.
- q. "Shorelands" (§ NR 115.03(8), Wis. Adm. Code and § 59.692(1)(b), Wis. Stats.): Lands within the following distances from the ordinary high-water mark of navigable waters: 1,000 feet from a lake, pond, or flowage; and 300 feet from a river or stream or to the landward side of the floodplain, whichever distance is greater.
- r. "Shoreland setback" or "Shoreland setback area" (§ 59.692(1)(bn), Wis. Stats.) An area in a shoreland that is within a certain distance of the ordinary high-water mark in which the construction or placement of structures has been limited or prohibited under an ordinance enacted under § 59.692, Wis. Stats.
- s. "Shoreland-wetland district" (§ NR 115.03(9), Wis. Adm. Code): A zoning district, created as a part of a county zoning ordinance, comprised of shorelands that are designated as wetlands on the Wisconsin wetland inventory maps prepared by the Department.
- t. "Structure" (§ 59.692(1)(e), Wis. Stats.): A principal structure or any accessory structure including a garage, shed, boathouse, sidewalk, walkway, patio, deck, retaining wall, porch, or firepit.
- u. "Wetlands" (NR § 115.03(13), Wis. Adm. Code): Those areas where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which have soils indicative of wet conditions.

2. If a term used in this ordinance is not defined in pars. a - t, above, then the definition in Door County's general zoning ordinance, enacted under § 59.69, Wis. Stats., titled "Door County Comprehensive Zoning Ordinance" is applicable to this ordinance.

3. Terms not defined in pars. 1 or 2, above, shall have the meaning customarily assigned to them, as defined in the current version of Merriam-Webster's Collegiate Dictionary.

D. Variances and Appeals [§ 59.692(4)(b), Wis. Stats.]

- 1. Variances (to a dimensional standard) and appeals hereunder regarding shorelands shall be heard by the Door County Board of Adjustment.
- 2. The procedures of § 59.694, Wis. Stats., and the Door County Comprehensive Zoning Ordinance apply.

E. Interpretation

- 1. In its interpretation and application, this ordinance shall be liberally construed in favor of Door County, and shall not be construed to limit or repeal any powers possessed by the County.
- 2. Any reference to the Wisconsin Statutes or Wisconsin Administrative Code herein include the Statutes and Code that is in full force and effect at the time this ordinance is enacted or as the Statutes or Code are thereafter revised.

F. Severability

- 1. If any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

immediately surrounding it, any associated existing accessory structures, and fixed surface infrastructure (e.g., driveway).

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DOOR COUNTY LAND USE SERVICES
421 Nebraska Street - Door County Government Center
Sturgeon Bay, Wisconsin 54235
Phone: (920) 746-2323 - FAX: (920) 746-2387

SEP 23 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

APPLICATION FOR MITIGATION

TO THE ZONING ADMINISTRATOR. The undersigned hereby makes application for a MITIGATION PERMIT for the work described and located as shown herein. The undersigned agrees that all work shall be done in accordance with the requirements of the Door County Zoning Ordinance and Mitigation Handbook.

1. OWNER NAME AND MAILING ADDRESS

Name STEVE AND JACKIE KANE
No. 7823 Street WHITECLIFF RD
City EGG HARBOR State WI Zip 54209
Home Phone # 650 - 464 - 1000 (S)
Daytime Phone # 650 - 464 - 1001 (J)
Cell Phone # _____
Email: _____

5. REQUIRED

- 1) A site plan showing expansion & written description of the proposed mitigation measures:
(See Mitigation Handbook)
 - a) • Provide existing Impervious Surface Ratio.
 - Provide calculation of Impervious Surface Ratio proposed project.
 - b) The mitigation shall be designed and implemented to offset the impacts of the permitted expansion on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty.
 - c) The mitigation measures shall be proportional to the amount and impacts of the expansion being permitted.

2. BUILDING SITE LOCATION

Fire # _____ Road LOTTAGE ROW ROAD
Town of GIBRALTAR
Parcel No. 014 - 01 - 06302711C

3. ENGINEER OR LANDSCAPE ARCHITECT NAME AND MAILING ADDRESS

Name BAUDHUI LLC
No. 312 Street N 5TH AVE P.O. Box 105
City STURGEON BAY State WI Zip 54235
Phone # 920 - 743 - 8211
Cell # _____

4. PROPOSED PROJECT (Check all that apply)

- Increase Impervious Surface Ration 15-30%
- _____ 200 Sq. Ft. lateral expansion
- _____ Relocate principal structure

Parcel No. 014 - 01 - 06302711C

- (2) An implementation schedule and enforceable obligation on the property owner to establish and maintain the mitigation measures.
 - a) The enforceable obligations shall be evidenced by an instrument created by Door County Staff, signed by owner in front of a notary public and recorded in the office of the Register of Deeds prior to issuance of the permit (\$30.00 recording fee, payable to The Register of Deeds).

6. FEE

Make check payable to the Door County Treasurer in the amount of \$500.00 (If Shoreland Mitigation Permit) or \$1,000.00 (If Mitigation with Storm Water Runoff Control Plan)

7. AUTHORIZATION FOR INSPECTION

I hereby authorize the Zoning Administrator(s) to enter and remain in or on the premises for which this application is made at any reasonable time for all purposes of inspection relative to this petition.

8. SIGNATURE OF APPLICANT OR AGENT

[Signature]
Date 09-19-19

(FOR OFFICE USE ONLY)

Mitigation Project: New Residence Receipt 3342 Fee 500 Date 9-23-19

Number of points required: 2 Shoreland Zoning District: Yes No _____

over →

SITE PLAN

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR, DOOR COUNTY,
WISCONSIN

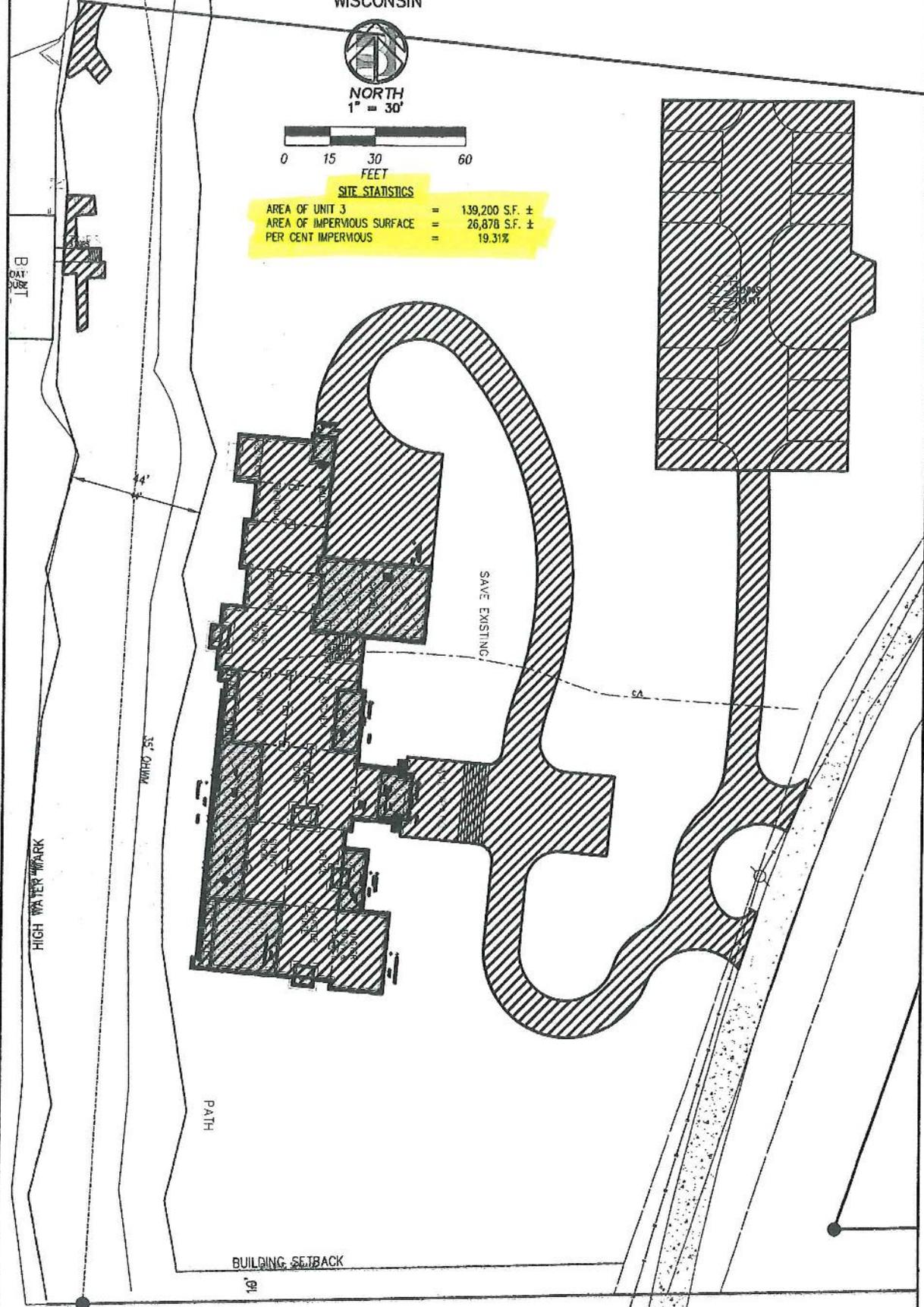


NORTH
1" = 30'



SITE STATISTICS

AREA OF UNIT 3	=	139,200 S.F. ±
AREA OF IMPERVIOUS SURFACE	=	26,878 S.F. ±
PER CENT IMPERVIOUS	=	19.31%



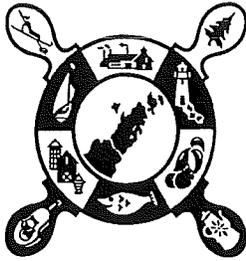
8.5
10
4

Mitigation Options
(See pages 5-14 for further information)

MITIGATION TYPE	NUMBER OF POINTS
A. Maintain existing natural buffer (OHWM extended 35' landward)	3 points
B. Restoration of a primary buffer (7' deep x 35' long area parallel to OHWM)	2 points
C. Restoration of (or maintain existing) sideyard buffer (7' wide x 35' long area adjacent and parallel to side lot line and within 0' – 75' from OHWM)	1 point
D. Decrease access and viewing corridor	1 point / 5% decrease from 35% (max. of 4 points)
E. Increasing setback of proposed and future structures from OWHM	1 point per 5' of increased setback beyond required (max. of 3 points)
F. Use of earth-tone materials or colors	1 point
G. Removal of a non-conforming structure	2 points for accessory structures 3 points for principal structures
H. Removal of existing shore lighting or replacement with downcast lighting	1 point
I. Stormwater plan	4 points
J. Method approved by Planning Department staff	Based on proposal

Mitigation Required

	When is mitigation required?	How much mitigation is required?
Situation A	≤ 200 square feet of lateral expansion of a non-conforming principal structure.	2 points
Situation B	Replacement or relocation of a nonconforming principal structure.	2 points
Situation C	Increase Impervious Surface Ratio (ISR) from 15% or more to up to 30%.	2 points



County of Door DOOR COUNTY LAND USE SERVICES

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

IMPERVIOUS SURFACE RATIO WORKSHEET

IMPERVIOUS SURFACE (IS): An area that releases as runoff all or a majority of the precipitation that falls on it which includes rooftops, sidewalks, driveways, parking lots, decks/patios, concrete asphalt, gravel, retaining walls pavers and private roads. Public roads and public sidewalks within public rights-of-way are not considered impervious surfaces.

COMPREHENSIVE IMPERVIOUS SURFACE RATIO (ISR): A measure of the intensity of use of a parcel of land determined by dividing the total area of all impervious surfaces within the site by the total area of the site.

Example: 10,000 sq. ft. (IS area) / 40,000 Sq. ft. (lot area) = 0.25 or 25%

SHORELAND IMPERVIOUS SURFACE RATIO (ISR): For riparian lots and non-riparian lots that are located fully within 300' of the ordinary high water mark (OHWM), this shall be calculated by dividing the total area of all impervious surfaces located within 300' of the OHWM within the site by the total area of the site.

Example: 4,000 sq. ft. (IS area w/in 300' of OHWM) / 40,000 Sq. ft. (lot area) = 0.10 or 10%

LOT AREA: The area of a horizontal plane bounded by the front, side, and rear lot lines of a lot, but not including the area of any land below the ordinary high water mark of navigable waters.

Parcel Number: 014-01-06302711C

Lot Area 139,200 square feet

Comprehensive ISR Calculation

Shoreland ISR Calculation

Impervious Surfaces:

Impervious Surfaces (w/in 300' of OHWM):

- 1. Building footprint _____ sq.ft.
_____ sq.ft.
_____ sq.ft.
- 2. Driveway & Parking _____ sq.ft.
- 3. Decks/patios _____ sq.ft.
- 4. Walkways _____ sq.ft.
- 5. Other _____ sq.ft.

- 1. Building footprint _____ sq.ft.
_____ sq.ft.
_____ sq.ft.
- 2. Driveway & Parking _____ sq.ft.
- 3. Decks/patios _____ sq.ft.
- 4. Walkways _____ sq.ft.
- 5. Other _____ sq.ft.

Total IS 26,878 sq.ft.

Total IS (w/in 300' of OHWM) _____ sq.ft.

Total IS _____ / lot area = ISR 19.31%

Total IS _____ / lot area = ISR _____

**Attach site plan showing corresponding IS.*

I, [Signature] (Signature) certify that the calculations submitted above for the Impervious Surface Ratio are accurate and complete to the best of my knowledge. Date: 09/12/19.

Document No.

**RESTRICTIVE COVENANT.
Mitigation Agreement**

Cottage Row Properties, LLC (Owner) does hereby declare and agree as follows:

This Restrictive Covenant applies to Tax Parcel Number 014-67-0003 situated in the Town of Gibraltar, County of Door, State of Wisconsin ("subject property") and more particularly described as Unit #3 of Cottage Row Condominium as in declaration recorded at Document # 824697 in the Door County Register of Deeds office.

Cottage Row Properties, LLC is the owner of, and has the right to possess, use, and convey, the subject property.

On September 23, 2019, Owner made application for a Door County ("County") mitigation permit to allow greater than 15% and up to a maximum of 30% impervious surface ratio on the subject property.

Greater than 15% and up to a maximum of 30% impervious surface ratio on a property is only allowed if and to the extent such complies with Sec. IV.B.5. Door County Shoreland Zoning Ordinance, Door County Shoreland Mitigation Handbook, and all other applicable codes, laws, ordinances, and regulations.

County's decision to authorize and allow up to 30% impervious surface ratio is expressly conditioned on, among other things, this Restrictive Covenant, the Mitigation Permit, and the Mitigation Plan. The Mitigation Permit and Mitigation Plan are on file at the County Planning Department, and are incorporated herein by reference as if set forth in full. Owner must timely implement the Mitigation Plan and establish or maintain measures that the County determines are adequate to offset the impacts of the permitted impervious surface ratio.

Door County has the authority to enforce this Restrictive Covenant.

This Restrictive Covenant runs with the land in perpetuity and binds the Owner and Owners' successors, heirs, and assigns.

Owner must execute and then record this Restrictive Covenant with the Door County Register of Deeds, and provide a copy with recording information to the Door County Planning Department, before issuance of a zoning permit authorizing the residence proposed.

Owner acknowledges having read and understood this Restrictive Covenant.

Accepted and approved this 24th day of September, 2019.

DOC #: 825125
RECORDED ON:
09/24/2019 02:40:39 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 30.00

RETURN TO:

Door County Planning Department
421 Nebraska Street
Sturgeon Bay, WI 54235

Parcel ID Number 014-67-0003

This document was drafted by:
Richard D. Brauer, Zoning Administrator
Door County Land Use Services Department



Steven Kane

Signature of Steven Kane, Member

STATE OF WISCONSIN

Door County } SS

Personally came before me, this 24 day of September 2019, the above named Steven Kane known to me to be the person who executed this instrument.

Mary Hartwig

Mary Hartwig

Notary Public Door County, WI
My Commission expires 1/14/2020 (permanent)

APPLICATION FOR ZONING PERMIT(S)

TO THE ZONING ADMINISTRATOR: The undersigned hereby makes application for ZONING PERMIT (S) for the work described and located as shown herein. The undersigned agrees that all work shall be done in accordance with the requirements of the applicable Door County Zoning Ordinance(s).

1. OWNER NAME AND MAILING ADDRESS

Name STEVE and JACQUE KANE
 No. 7823 Street WHITECLIFF RD
 City EGLI HARBOUR State WI Zip 54209
 Phone # 650 - 464 - 1000 (S)
 Cell Phone # 650 - 464 - 1001 (J)
 Email: _____

2. BUILDING SITE LOCATION

Fire # _____ Road LOTTAGE ROW ROAD
 Town of GIBRALTAR

3. BUILDER NAME AND MAILING ADDRESS

Name CARLSON AND ERICKSON BLDGS. INC.
 No. P.O. Box Street 75
 City SISTER BAY State WI Zip 54234
 Phone # 920 - 854 - 2162
 Cell Phone # _____
 Email: bzakcebuilders@gmail.com

4. SURVEYOR/ENGINEER CONTACT INFORMATION
 (If applicable)

Name BAUDHUIS, INC.
 No. P.O. Box 105 Street 312 N. 5TH AVE
 City STURGEON BAY State WI Zip 54235
 Phone # 920 - 743 - 8211
 Cell Phone # _____
 Email: _____

5. PROPERTY IDENTIFICATION

Parcel No. 014 - 01 - 06302711C

6. PROPOSED USE OR PROJECT

NEW SINGLE FAMILY DWELLING

7. SANITARY PERMIT

Type of System _____
 Sanitary Permit No. _____
 Date of Issuance _____
 Approximate Date of Installation _____

8. TOTAL NUMBER OF BEDROOMS

Existing _____ + Proposed 4 = Total 4

9. BUILDING PLANS & SITE PLAN - REQUIRED

Must be drawn to scale

(For requirements see forms attached)

FLOODPLAIN ZONING PERMITS ONLY:
 Site Plan with Surveyed Elevations

10. FEE SCHEDULE:

Note: The footprints of multiple structures shall be added together to arrive at one total square footage.

Please complete a), b), and/or c) as appropriate.

a) Comprehensive Zoning and/or Shoreland Zoning (waterfront lot)

Footprint of structure/use - please check.		
≤ 120 sq. ft.	\$100.00	_____
121 - 999 sq. ft.	\$175.00	_____
1,000 - 1,999 sq. ft.	\$250.00	_____
2,000 - 4,999 sq. ft.	\$350.00	_____
5,000 sq. ft. and greater	\$500.00	<input checked="" type="checkbox"/>
Misc. uses/activities	\$150.00	_____
Land Disturbance	\$250.00	_____
Permit Renewal	\$100.00	_____

b) Shoreland Zoning Only (Non-waterfront lot)

Permit Renewal	\$100.00	_____
----------------	----------	-------

c) Floodplain Zoning

	\$100.00	_____
--	----------	-------

Note: Double fee will be charged for comprehensive & shoreland zoning permit(s) for projects started without permit(s).

Make check payable to the Door County Treasurer in the amount of \$ 500.00

Receipt # _____ Fee _____ Date _____

11. AUTHORIZATION FOR INSPECTION

I hereby authorize the Zoning Administrator(s) to enter and remain in or on the premises for which this application is made at any reasonable time for all purposes of inspection relative to this petition.

12. SIGNATURE OF APPLICANT OR AGENT

[Signature] agent
 Date 09-19-19

Comprehensive Zoning Yes / No

Zoning District SF20

Shoreland Zoning Yes / No

Floodplain Zoning Yes / No

Zoning District _____

Inspections:

Located in Floodplain of: _____

Date	Inspector	Remarks

Regular Zoning Permit Issued: (by) R.B. (date) 9-25-19 (for) a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 9-12-19.

(w/ conditions) 1) The building shall be located as shown on the siting plan submitted on 9-12-19
2) The building shall not exceed an average of 35 feet in height above the finished grade elevation, or

Shoreland Zoning Permit Issued: (by) R.B. (date) 9-25-19 (for) (same as above)

(w/ conditions) _____

Floodplain Zoning Permit issued: (by) _____ (date) _____ (for) _____

(w/ conditions) _____

37 feet in height above pre-construction grade elevation, whichever is lower.

Permit Denied (by) _____ (date) _____ for the following reasons: _____

SITE PLAN

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBALTAR, DOOR COUNTY,
WISCONSIN



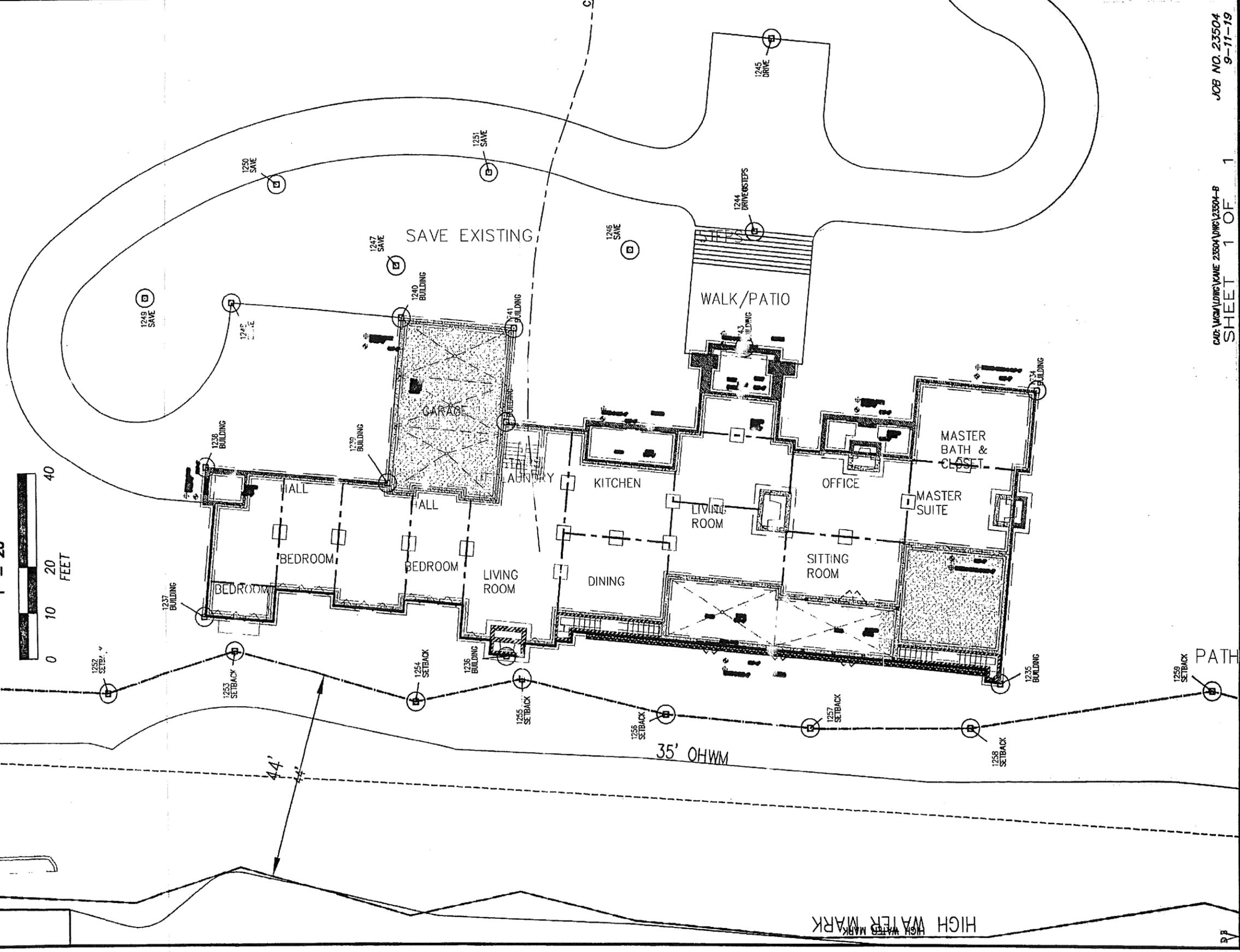
NORTH
1" = 20'



RECEIVED
SEP 12 2019
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

STAIRS

STAIRS



HIGH WATER MARK

PAUL T. CARROLL
 ARCHITECT
 10000 W. SANDY CREEK DRIVE
 FISH CREEK, CO. 80422
 TEL: 303.440.0000
 FAX: 303.440.0001
 paul@paulcarroll.com



3 SOUTH ELEVATION
3/16" = 1'

4 NORTH ELEVATION
3/16" = 1'



2 EAST ELEVATION (FRONT ENTRY)
3/16" = 1'



1 WEST ELEVATION
3/16" = 1'

KANE RESIDENCE
 9831 COTTAGE ROW - FISH CREEK - DOOR COUNTY

RECEIVED
 SEP 12 2010
 DOOR COUNTY
 LAND USE SERVICES DEPARTMENT

REVISIONS
 DATE OF THIS SET
 DATE OF REVISION
 A2.00

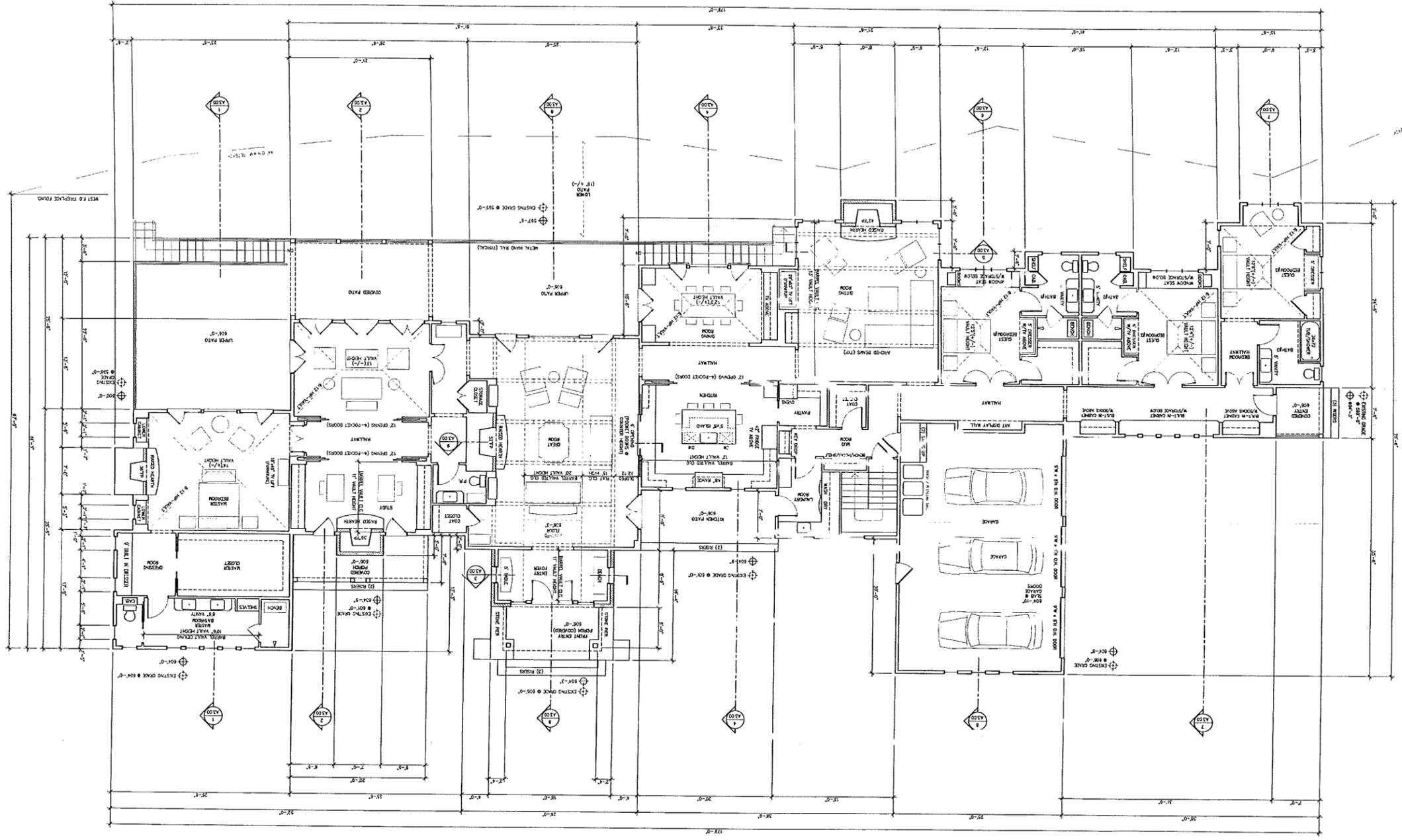
37.5 x 31.2 = 685
 Area = 3435' Includes chimney



DATE: 07-27-18
DRAWN BY: [unintelligible]
ISSUANCE: [unintelligible]

RECEIVED
SEP 12 2018
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

KANE RESIDENCE
9391 COTTAGE ROW - FISH CREEK - DOOR COUNTY

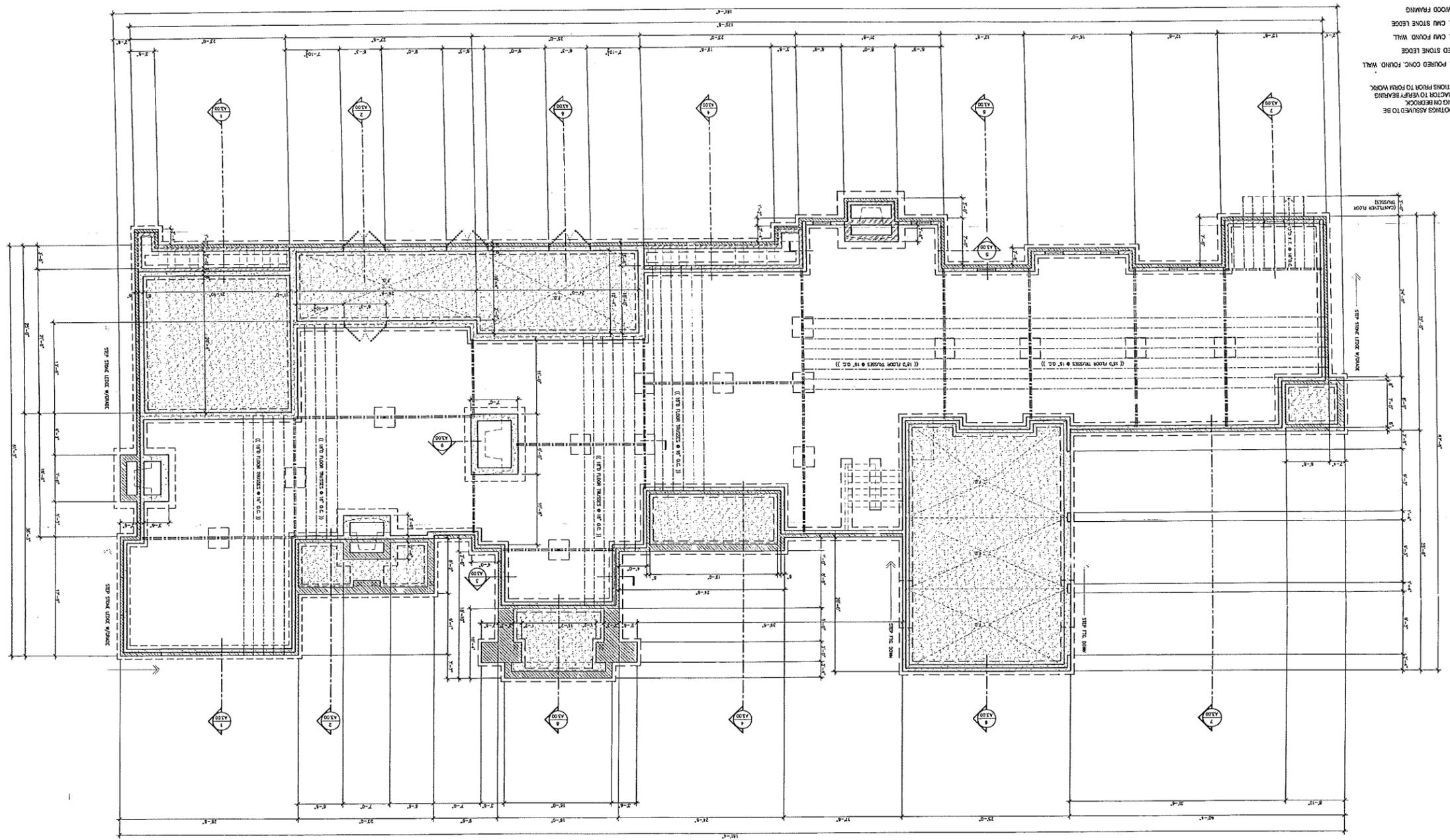


DOOR COUNTY ASSOCIATES, LTD.
1144 N. W. 11th St.
Fish Creek, WI 53123
Tel: 920.835.1111
www.doorcountypartners.com



FOUNDATION PLAN

- REF. POURED CONC. FOUND. WALL
 - POURED STONE LEDE
 - REF. CMU FOUND. WALL
 - REF. CMU STONE LEDE
 - 2x6 WOOD FRAMING
- NOTE:
 ALL FOOTINGS ASSIGNED TO BE
 BASED ON BEARING
 CAPACITY TO VERIFY FRAMING
 CONDITIONS PRIOR TO FORM WORK.

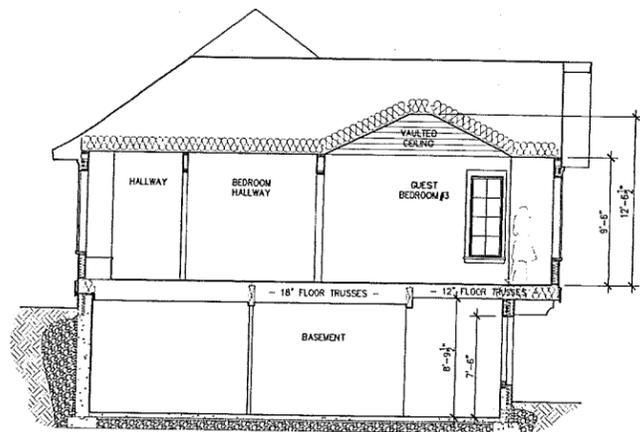


ISSUANCE
 DATE OF ISSUE
 DRAWN BY
 CHECKED BY
 SCALE
 A1.00

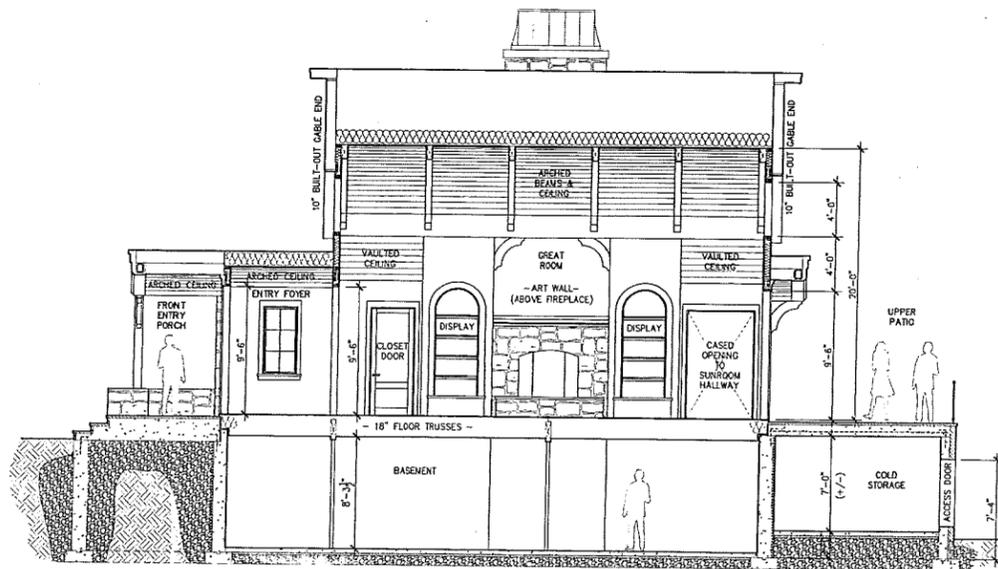
RECEIVED
 SEP 12 2018
 LAND USE SERVICES DEPARTMENT
 BOONVILLE

KANE RESIDENCE
 9891 COTTAGE ROW - FISH CREEK - DOOR COUNTY

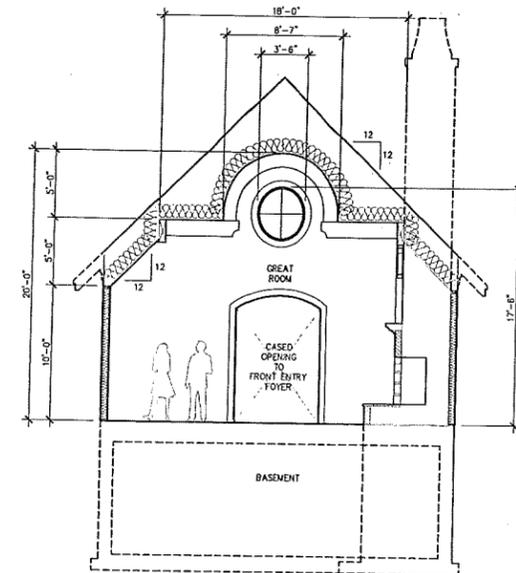
DAVID L. GREENE, ARCHITECT
 1000 N. AVENUE
 BOONVILLE, MO 64601
 TEL: 660-333-3333
 FAX: 660-333-3334
 WWW.DLGREENE.COM



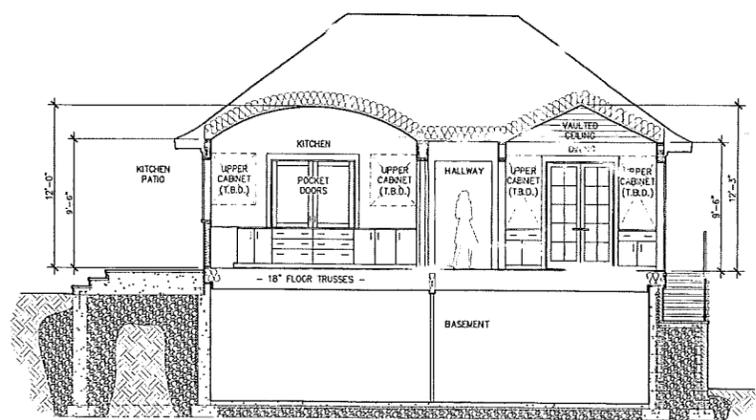
7 SECTION - GUEST BEDROOM #3
1/4" = 1'



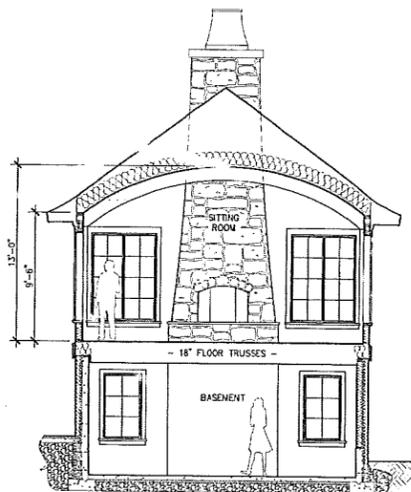
8 SECTION - GREAT ROOM & FRONT ENTRY
1/4" = 1'



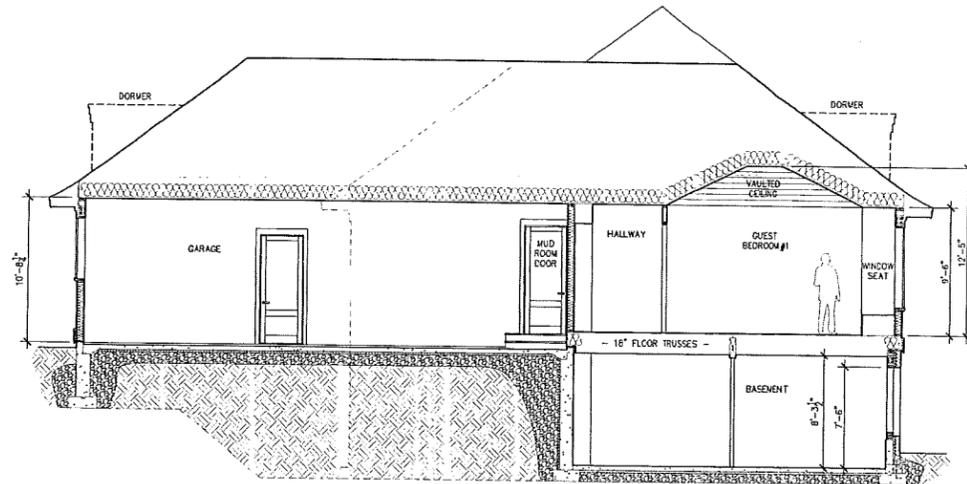
9 SECTION - GREAT ROOM
1/4" = 1'



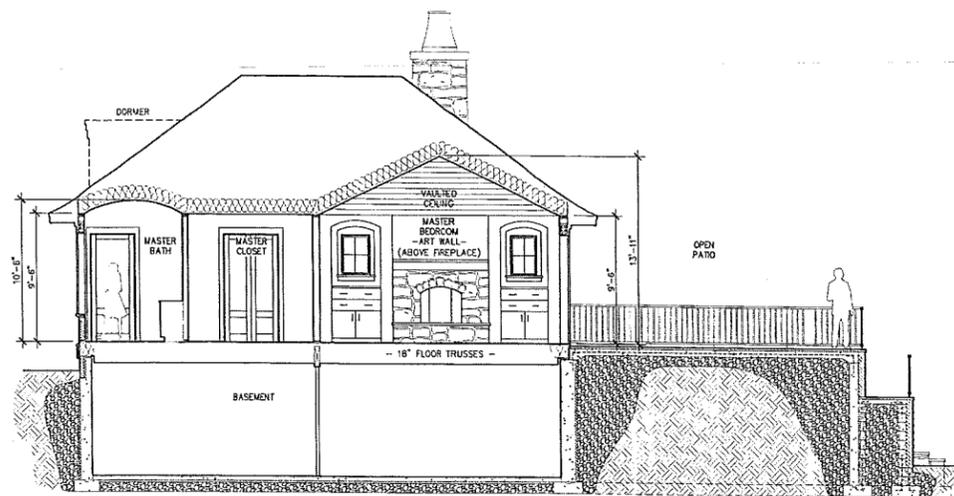
4 SECTION - KITCHEN & DINING
1/4" = 1'



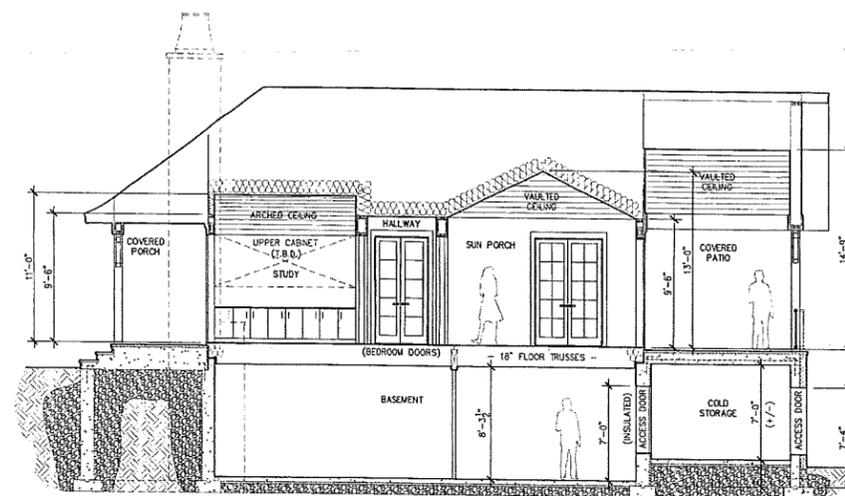
5 SECTION - SITTING ROOM
1/4" = 1'



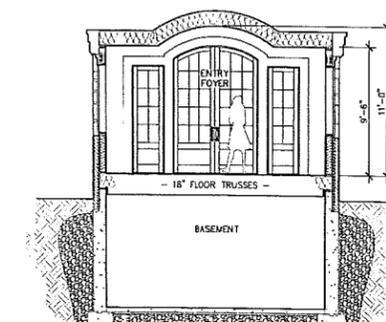
6 SECTION - GARAGE & GUEST BEDROOM #1
1/4" = 1'



1 SECTION - MASTER BEDROOM SUITE
1/4" = 1'



2 SECTION - SUNROOM & STUDY
1/4" = 1'



3 SECTION - ENTRY FOYER
1/4" = 1'

DAVID GREENE ARCHITECTS LTD
 1101 WEST 10TH AVENUE
 SUITE 100
 DENVER, CO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112

KANE RESIDENCE
 9081 COTTAGE ROW - FISH CREEK - DOOR COUNTY

RECEIVED
 SEP 12 2015
 DOOR COUNTY
 LAND USE SERVICES DEPARTMENT

ISSUANCE:
 DATE: 07/15/15
 SECTION:
 A3.01

SEP 12 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT**FISH CREEK SANITARY DISTRICT #1**

P.O. BOX 55, 3815 COUNTY HIGHWAY F

FISH CREEK, WISCONSIN 54212-0055

(920) 868-3372 fax (920) 868-9161

office@fishcreeksanitarydistrict.org

September 11, 2019

Richard Brauer, Zoning Administrator
Door County Land Use Services / Planning
421 Nebraska Street
Sturgeon Bay, WI 54235REGARDING: Sanitary Sewer Service
Kane Parcel ID #014-01-06302711C (part of)
Cottage Row*Okay to
issue permits
(Zoning) per
Joe Burress.
L.B.**9-25-19*

Hello Rick,

Based on the conclusions reached by Baudhuin Engineering, the Sanitary District is satisfied that the Cottage Row low pressure sewer system has adequate capacity to serve the home proposed by Steven Kane on Cottage Row in Fish Creek.

There is also enough capacity at the wastewater treatment plant for this user.

Each building or property on Cottage Row must have an individual sewage pumping station.

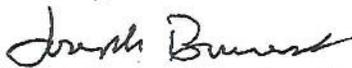
The Plumber for this residence must provide data on the type and ratings of the proposed sewage pumping station to Baudhuin Engineering and receive approval from that firm before proceeding with installation.

Please advise Mr. Kane and the Gibraltar Building Inspector that Mr. Kane must obtain both a sewer connection permit and a water meter sizing sheet and permit prior to the attachment of the residence to the public sewer. A water meter installation will be required to determine sewer usage billing.

The Sanitary District will also need to inspect the sewer connection after it has been inspected and approved by the Town Building Inspector. The Town inspection may involve pressure testing.

Please contact us with any further questions.

Sincerely,

Joseph Burress, Operations Manager
Fish Creek Sanitary District

cc: Steven Parent – Baudhuin Surveying & Engineering



RECEIVED

SEP 12 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

September 11, 2019

Richard Brauer, Zoning Administrator
Door County Land Use Services / Planning
421 Nebraska Street
Sturgeon Bay, WI 54235

Re: *Sanitary Sewer Service Availability*
Kane Parcel ID # 014-01-06302711C (part of)
Cottage Row

Dear Rick:

Please accept this letter as verification that sanitary sewer service is available to the above referenced parcel to serve the home being proposed by Steven Kane on Cottage Row. As you are probably aware, Cottage Row is served by a low-pressure sewer collection system with individual grinder pump stations being installed on each parcel being served. Wastewater treatment is then handled by the Fish Creek Sanitary District.

Although not officially the Sanitary District's engineer, Baudhuin Surveying & Engineering designed the original collection system and the initial 44 laterals and grinder pumps. As additional properties come online, Baudhuin has either designed them or reviewed the design on behalf of the District to verify compatibility with the collection system. In all cases the Sanitary District looks to Baudhuin to determine whether any properties and grinder pumps can be added.

Based on the original design and current number of properties connected, adequate capacity exists to allow the Kane property to be added to the system.

Please contact me if you have any questions or need additional information.

Respectfully submitted,

BAUDHUIN SURVEYING & ENGINEERING

A handwritten signature in black ink that reads 'Steven J. Parent'.
Steven J. Parent, P.E.

Cc: Brian Zak

FISH CREEK SANITARY DISTRICT #1

P.O. BOX 55, 3815 COUNTY HIGHWAY F

FISH CREEK, WISCONSIN 54212-0055

(920) 868-3372 fax (920) 868-9161

office@fishcreeksanitarydistrict.org

August 13, 2019

Brett Guilette
Building Inspector, Town of Gibraltar
P.O. Box 850
Fish Creek, WI 54212

Dear Mr. Guilette:

Members of the Cottage Row Homeowners Association have recently requested that certain actions be taken to protect the public sewer that exists on a portion of Cottage Row.

This is a low pressure system which requires each residence to have it's own sewage ejector and which limits the number of buildings that can be connected to the system.

The concept of the Cottage Row public sewer system was approved by the homeowner's association and designed by Baudhuin Engineering of Sturgeon Bay, Wisconsin.

The association has a restrictive covenant which was signed by most residents in that area. The covenant is recorded at the Door County Court House.

Their primary concern with the Sanitary District is that we be aware of construction permits being considered for the section of Cottage Row that falls within the Sanitary District boundaries and that the District make every effort to ensure that all proposed construction fits within the limits of the restrictive covenant, even though our authority is limited in that regard.

There is also concern that new construction should be within the Cottage Row sewer system design capacity.

Another issue regards the type of sewage ejector station installed at each property. The system was originally designed to accommodate the Environment One brand of ejector systems. There is concern that the installation of incompatible pumps might cause problems within the system.

The Sanitary District Board of Commissioners is hereby requesting that their staff be notified of all proposed building permits for the aforementioned section of Cottage Row and that all proposed building plans be reviewed and approved by Baudhuin Engineering, before the permits are approved by the Town or it's representatives.

Please contact the District Office or any of the Commissioners if further information is needed.

Sincerely,

Joseph Burress, Operations Manager, Fish Creek Sanitary District

CC: Beth Hagen, Clerk, Town of Gibraltar

RECEIVED

SEP 16 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

FISH CREEK SANITARY DISTRICT #1**P.O. BOX 55, 3815 COUNTY HIGHWAY F****FISH CREEK, WISCONSIN 54212-0055****(920) 868-3372 fax (920) 868-9161****office@fishcreeksanitarydistrict.org**

September 11, 2019

Richard Brauer, Zoning Administrator
Door County Land Use Services / Planning
421 Nebraska Street
Sturgeon Bay, WI 54235

REGARDING: Sanitary Sewer Service
Kane Parcel ID #014-01-06302711C (part of)
Cottage Row

Hello Rick,

Based on the conclusions reached by Baudhuin Engineering, the Sanitary District is satisfied that the Cottage Row low pressure sewer system has adequate capacity to serve the home proposed by Steven Kane on Cottage Row in Fish Creek.

There is also enough capacity at the wastewater treatment plant for this user.

Each building or property on Cottage Row must have an individual sewage pumping station.

The Plumber for this residence must provide data on the type and ratings of the proposed sewage pumping station to Baudhuin Engineering and receive approval from that firm before proceeding with installation.

Please advise Mr. Kane and the Gibraltar Building Inspector that Mr. Kane must obtain both a sewer connection permit and a water meter sizing sheet and permit prior to the attachment of the residence to the public sewer. A water meter installation will be required to determine sewer usage billing.

The Sanitary District will also need to inspect the sewer connection after it has been inspected and approved by the Town Building Inspector. The Town inspection may involve pressure testing.

Please contact us with any further questions.

Sincerely,



Joseph Burrell, Operations Manager
Fish Creek Sanitary District

RECEIVED

SEP 16 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

cc: Steven Parent – Baudhuin Surveying & Engineering



September 11, 2019

Richard Brauer, Zoning Administrator
Door County Land Use Services / Planning
421 Nebraska Street
Sturgeon Bay, WI 54235

Re: *Sanitary Sewer Service Availability*
Kane Parcel ID # 014-01-06302711C (part of)
Cottage Row

Dear Rick:

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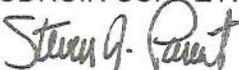
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Based on the original design and current number of properties connected, adequate capacity exists to allow the Kane property to be added to the system.

Please contact me if you have any questions or need additional information.

Respectfully submitted,

BAUDHUIN SURVEYING & ENGINEERING


Steven J. Parent, P.E.

Cc: Brian Zak

RECEIVED

SEP 16 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

DOOR COUNTY LAND USE SERVICES
DOOR COUNTY GOVERNMENT CENTER
421 NEBRASKA STREET
STURGEON BAY, WI 54235
(920) 746-2323

Grade Sheet for Regular Zoning Permit Application

Complete and file this form for new Principal Structures only.

Owner of property: STEVE AND JACKIE KANE

Tax parcel number: _____

1. Benchmark.

a. Describe benchmark and location.

BENCHMARK Top of EXISTING TENNIS COURT
ELEVATION 6020'-0"

b. Elevation of benchmark: ELEVATION 6020'-0"

2. Preconstruction Grade.

Elevation of highest natural grade around footprint of new structure: ELEV. 6005'-0"

3. Plans.

a. Show benchmark location and elevation on site plan.

b. On side elevation view of building, show preconstruction grade elevation (#2 above) and highest and lowest finished grade elevations.

TOP OF FINISHED FLOOR ELEV. 6006'-3"

TOP OF FOUNDATION ELEV. 6005'-0"

TOP OF FOOTING ELEV. 595'-0"

TOP OF ROOF ELEV. 6031'-0"

HIGHEST EXPL. GRADE
ELEV. 6005'-0"

LOWEST EXPL. GRADE
ELEV. 595'-0"

HIGHEST FIN. GRADE
ELEV. 604'-3"

LOWEST FIN. GRADE
ELEV. 597'-6"

4/18/17

REGULAR APPLICATION CHECKLIST

Applicant: _____
 Project: _____

Zoning District: SF20
 (Map)

NOTE: New address needed: yes ___ no ___
 See Audrey

Reference	Regulation	P S C	Not Allowed
		Required	Applicant's Lot
2.05(3)	Use		
3.02(3); 3.04	Lot Area	<u>20,000</u>	
3.02(3); 3.04	Lot Width	<u>100'</u>	
3.02(3)	ISR (max.)		
	Impervious Surface Authorization Required		
3.02(3); 3.09	Side Yard	<u>10'</u>	<u>Y N</u>
3.02(3); 3.09	Rear Yard		
3.02(3); 3.09	Front Yard		
Shoreland	OHWMM Setback (w/in 250')	Avg. _____ + _____ _____ ÷ 2 <u>44'</u>	
3.05	Road Setback	Avg. _____ + _____ _____ ÷ 2 _____ <i>Stay out of easement</i>	

*Water/Road (reduce road setback to 30' depth, ≥ 10' to R-O-W): reduced down to: _____ from R-O-W

3.06 Extra Road Setback Based on Volume: > than 50,000 cubic feet

3.08(1) Height (max.) - Average 35' finished _____ 37' pre-construction _____
 *Entire riparian lot, max height 35'

3.08(1)(a) Lot width less than 90" Average 26' finished _____ 28' pre construction _____

3.08(1)(b) Gibraltar: Height in VC & MODs

3.08(1)(c) Jacksonport: MC & SF20 in core, MOD 28'/30'

3.08(1)(d) Jacksonport: MC MOD 28'/30'

3.08(2) Exemptions: if ≥ 75' from OHWMM

3.10 Landscape Buffers Y N (May apply when adj. lot is zoned SF20, SF30, SE, RR HD, HD or RC)

5.03 - 5.09 Natural Resources Y N

5.10 Wetland Setback 10' / 35'

OTHER CONSIDERATIONS:

Well (2' or talk with DNR) Y N

Floodplain Y N

Sanitary Y N

- 5' from edge of septic/holding tank.
- 10' from toe of mound (maybe closer on other sides of mound, check with DC Sanitary Department).
- 10' from vent to all doors and windows.

Farm Structures: Notify SWCD (Dale) before issuing RZP

Overlays (WI, GIB, LG, BH, Jack) Y N

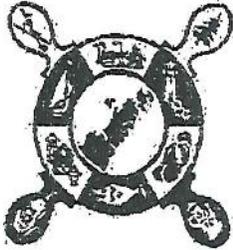
Chapter 2 Footnotes in table of uses

Chapter 3 Washington Island: lot area & width, setback, lot of record & manufactured homes
 Liberty Grove: 5,000 sq. ft/ 15% ISR and setback in SF10 & SF20
 Baileys Harbor: building exterior within core area

Chapter 4 MODs (see MOD worksheet) within Liberty Grove, Jacksonport & Gibraltar

Chapter 8 Signs within Gibraltar and Washington Island & Byways

Initial R.B. Date: 9-19-19



**County of Door
LAND USE SERVICES**

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

RECEIVED

SEP 12 2019

DOOR COUNTY

LAND USE SERVICE Phone: (920) 746-2829

FAX: (920) 746-2387

Website: map.co.door.wi.us/planning

WETLAND NOTICE & ACKNOWLEDGMENT

According to 2009 Wisconsin Act 373, no permit may be issued until the property owner signs the statement below acknowledging that s/he received the following notice:

YOU ARE RESPONSIBLE FOR COMPLYING WITH STATE AND FEDERAL LAWS CONCERNING CONSTRUCTION NEAR OR ON WETLANDS, LAKES, AND STREAMS. WETLANDS THAT ARE NOT ASSOCIATED WITH OPEN WATER CAN BE DIFFICULT TO IDENTIFY. FAILURE TO COMPLY MAY RESULT IN REMOVAL OR MODIFICATION OF CONSTRUCTION THAT VIOLATES THE LAW OR OTHER PENALTIES OR COSTS. FOR MORE INFORMATION, VISIT THE DEPARTMENT OF NATURAL RESOURCES WETLANDS IDENTIFICATION WEB PAGE at <http://dnr.wi.gov/topic/Wetlands/identification.html> OR CONTACT THE DEPARTMENT OF NATURAL RESOURCES SERVICE CENTER.

By signing this, I acknowledge I have received this notice.

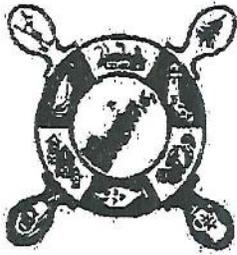
PROPERTY OWNER NAME: STEVEN KANG, TRUSTEE

SIGNATURE: [Signature] DATE: 09-12-19

PARCEL NUMBER: 014-01-06302711C

FIRE NUMBER & STREET ADDRESS OF PROJECT: 9099 Cottage Row Road
Fish Creek, WI 54212

RECEIVED



County of Door
LAND USE SERVICES

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

SEP 12 2019

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Phone: (920) 746-2323

FAX: (920) 748-2387

Website: map.co.door.wi.us/planning

PROJECT SCOPE DECLARATION

[2017 Wisconsin Act 68; Effective November 29, 2017]

Please provide a description of your project.

NEW SINGLE FAMILY DWELLING

§ 66.10015(2)(b), Wisconsin Statutes, provides as follows:

"If a project requires more than one approval or approvals from one or more political subdivisions and the applicant identifies the full scope of the project at the time of filing the application for the first approval required for the project, the existing requirements applicable in each political subdivision at the time of filing the application for the first approval required for the project shall be applicable to all subsequent approvals required for the project, unless the applicant and the political subdivision agree otherwise."

Please check which of the following two statements applies to this project.

This is the first application filed for the project in which the full scope of the project has been identified. I acknowledge and understand that, for purposes of § 66.10015(2)(b), Wis. Stats., the full scope of the project is identified in this application.

This is not the first application filed for this project where the full scope of the project was identified. The first application was filed with the Town/Village/City/County/State of _____ on the _____ day of _____, 20____. I acknowledge and understand that, for purposes of § 66.10015(2)(b), Wis. Stats., the full scope of the project was identified in the first application.

This Declaration is incorporated into and made part of the associated Door County application.

Property Owner(s) Name(s):

STEVEN KANG, TRUSTEE & JACQUELINE KANG, TRUSTEE

Signature: [Signature]

Date: 9/10/19

Signature: [Signature]

Date: 9/10/19

Parcel Number (of Project): 014 - 01 - 06302711C

Fire Number & Street Address (of Project): 9699 COTTAGE ROW ROAD
FISH CREEK, WI 54212

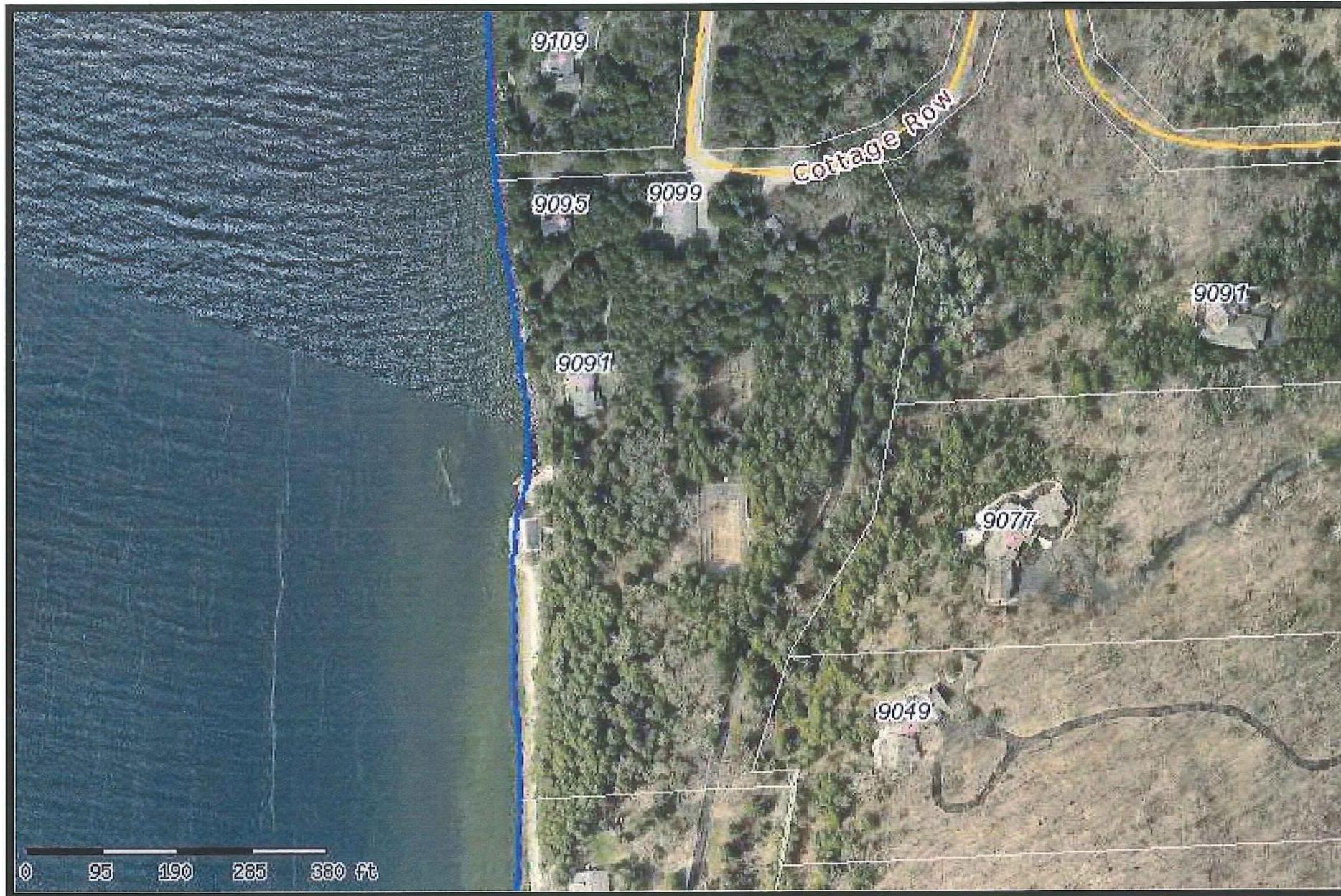
Map

Printed 09/18/2019 courtesy of Door County Land Information Office

... from the Web Map of ...
(//www.co.door.wi.gov)



Door County, Wisconsin
... for all seasons!



Door County can not and does not make any representation regarding the accuracy or completeness, nor the error-free nature, of information depicted on this map. This information is provided to users "as is". The user of this information assumes any and all risks associated with this information. Door County makes no warranty or representation, either express or implied, as to the accuracy, completeness, or fitness for a particular purpose of this information. The Web Map is only a compilation of information and is NOT to be considered a legally recorded map or a legal land survey to be relied upon.

DOOR COUNTY MITIGATION PERMIT

88

PARCEL NO. 014-01-06302711C

Pursuant to the Door County Zoning Ordinance, Ordinance Number 2-95, this Permit

is issued to STEVEN KANE

for two (2) points of mitigation to allow an increase of impervious surface from 15% up to 30% as per plans submitted.

Located at 9099 COTTAGE ROW

in Section 06, T 30 N, R 27 E, Town of GIBRALTAR, Door County.

This Mitigation Permit is issued subject to compliance with all provisions of the Door County Zoning Ordinance and subject to the following conditions:

IMPORTANT:

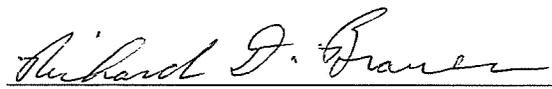
1. Upon completion of the mitigation plan authorized herein the owner shall call the Door County Land Use Services Department for a compliance inspection.
2. The mitigation plan shall be maintained in perpetuity. Additional inspections will be conducted to verify compliance.

APPEAL: Any party aggrieved by the Zoning Administrator's decision to issue this mitigation permit may appeal to the Door County Board of Adjustment within 30 days from the date of the issuance of this permit. Appeal forms are available from the Door County Land Use Services Department.

Date of Issuance: 09/25/2019

- TOWN BUILDING PERMIT REQUIRED -
CALL: BRETT GUILLETTE
920-495-3232

- TOWN DRIVEWAY PERMIT REQUIRED-NEW
DRIVEWAYS ONLY
CALL: TOWN OF GIBRALTAR
(920) 868-1714



Zoning Administrator
Door County Land Use Services Department
421 Nebraska Street- Government Center
Sturgeon Bay, WI 54235
TEL 920-746-2323
FAX 920-746-2387

LR

DOOR COUNTY SHORELAND ZONING PERMIT

89

PARCEL NO. 014-01-06302711C

Pursuant to the Door County Shoreland Zoning Ordinance, Ordinance Number 2016-12, this Permit

is issued to STEVEN KANE

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 9/12/19.

Located at 9099 COTTAGE ROW

in Section 06, T 30 N, R 27 E, Town of GIBRALTAR, Door County.

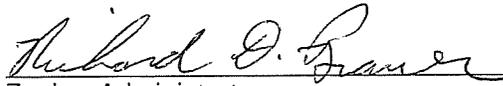
This Shoreland Zoning Permit is issued subject to compliance with all provisions of the Door County Shoreland Zoning Ordinance and subject to the following conditions:

IMPORTANT:

1. The structure or land use authorized herein shall not be occupied until a Certificate of Compliance has been issued by the Zoning Administrator. Call the Door County Land Use Services Department for an inspection.
2. A shoreland zoning permit to establish a use shall expire 12 months from date of issuance if no action has commenced to establish the use.
3. A shoreland zoning permit for construction of a structure shall expire 12 months from the date of issuance. Any exterior construction after the expiration of the zoning permit shall be considered a violation of this Ordinance.

APPEAL: Any party aggrieved by the Zoning Administrator's decision to issue this zoning permit may appeal to the Door County Board of Adjustment within 30 days from the date of the issuance of this permit. Appeal forms are available from the Door County Land Use Services Department.

Date of Issuance: 09/25/2019



Zoning Administrator

Door County Land Use Services Department
421 Nebraska Street- Government Center
Sturgeon Bay, WI 54235
TEL 920-746-2323
FAX 920-746-2387

<p>- TOWN BUILDING PERMIT REQUIRED - CALL: BRETT GUILLETTE 920-495-3232</p> <p>- TOWN DRIVEWAY PERMIT REQUIRED-NEW DRIVEWAYS ONLY CALL: TOWN OF GIBRALTAR (920) 868-1714</p>
--

LR

PLEASE KEEP ON PREMISES DURING CONSTRUCTION

DOOR COUNTY REGULAR ZONING PERMIT

90

PARCEL NO. 014-01-06302711C

Pursuant to the Door County Zoning Ordinance, Ordinance Number 2-95, this Permit

is issued to STEVEN KANE

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 9/12/19.

Located at 9099 COTTAGE ROW

in Section 06, T 30 N, R 27 E, Town of GIBALTAR, Door County.

This Regular Zoning Permit is issued subject to compliance with all provisions of the Door County Zoning Ordinance and subject to the following conditions:

1. The building shall be located as shown on the staking plan submitted on 9/12/19.
2. The building shall not exceed an average of 35 feet in height above the finished grade elevation, or 37 feet in height above pre-construction grade elevation, whichever is lower.

IMPORTANT:

1. The structure or land use authorized herein shall not be occupied until a Certificate of Compliance has been issued by the Zoning Administrator. Call the Door County Land Use Services Department for an inspection.
2. A regular zoning permit to establish a use shall expire 12 months from date of issuance if no action has commenced to establish the use. Any change of land use after the expiration of a zoning permit shall be considered a violation of this Ordinance.
3. A regular zoning permit for construction of a structure shall expire 12 months from the date of issuance. Any exterior construction after the expiration of the zoning permit shall be considered a violation of this Ordinance.

APPEAL: Any party aggrieved by the Zoning Administrator's decision to issue this zoning permit may appeal to the Door County Board of Adjustment within 30 days from the date of the issuance of this permit. Appeal forms are available from the Door County Land Use Services Department.

Date of Issuance: 09/25/2019

Richard J. Franer
Zoning Administrator

Door County Land Use Services Department
421 Nebraska Street- Government Center
Sturgeon Bay, WI 54235
TEL 920-746-2323
FAX 920-746-2387

<p>- TOWN BUILDING PERMIT REQUIRED - CALL: BRETT GUILLETTE 920-495-3232</p> <p>- TOWN DRIVEWAY PERMIT REQUIRED-NEW DRIVEWAYS ONLY CALL: TOWN OF GIBALTAR (920) 868-1714</p>

LR

PLEASE KEEP ON PREMISES DURING CONSTRUCTION

Brauer, Rick

From: Hartwig, Mary A <MHartwig@pinkertlawfirm.com> on behalf of Jim Smith <JSmith@pinkertlawfirm.com>
Sent: Tuesday, September 24, 2019 4:04 PM
To: Brauer, Rick; sek17@cornell.edu
Cc: Jim Smith
Subject: Kane - Cottage Row Properties LLC
Attachments: QCD - Kane to LLC - recorded 09-24-19 #825124.pdf; Restrictive Covenant - Mitigation Agrm - recorded 09-24-19 #825125.pdf

Good afternoon – attached are the recorded Quit Claim Deed from Steven and Jacqueline Kane to Cottage Row Properties LLC and the Restrictive Covenant Mitigation Agreement.

*Mary Hartwig**Assistant to James R. Smith*

Pinkert Law Firm LLP

454 Kentucky Street, P.O. Box 89

Sturgeon Bay, WI 54235

Phone: 920.743.6505

Fax: 920.743.2041

www.pinkertlawfirm.com

This is a transmission from the Pinkert Law Firm LLP and may contain information which is privileged, confidential, and protected by the attorney-client privilege or attorney work product privileges. If you are not the addressee, note that any disclosure, copying, distribution or use of the contents of this message is prohibited. If you have received this transmission in error, please destroy it and notify us immediately at 920-743-6505.



State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number _____ Document Name _____

THIS DEED, made between Steven Kane and Jacqueline P. Kane,
husband and wife

("Grantor," whether one or more), and Cottage Row Properties LLC, a
Wisconsin limited liability company

("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the
rents, profits, fixtures and other appurtenant interests, in Door
County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

LEGAL DESCRIPTION ON ADDENDUM A ATTACHED HERETO AND
MADE A PART HEREOF.

DOC #: 825124
RECORDED ON:
09/24/2019 02:38:01 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 30.00
TRANSFER FEE AMT:
FEE EXEMPT: 77.25(155)

Recording Area
Name and Return Address
Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky St., P.O. Box 89
Sturgeon Bay, WI 54235

~~014-01-06302711C and~~
~~014-02-31212711Q~~

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated September 23, 2019

_____(SEAL) [Signature] _____(SEAL)
* Steven Kane

_____(SEAL) [Signature] _____(SEAL)
* Jacqueline P. Kane

AUTHENTICATION
Signature(s) of Steven Kane and Jacqueline P. Kane
Kane
authenticated on September 23, 2019
* James R. Smith
TITLE: MEMBER STATE BAR OF WISCONSIN
(if not, _____)
authorized by Wis. Stat. § 706.06)

ACKNOWLEDGMENT
STATE OF WISCONSIN)
) ss.
DOOR COUNTY)
Personally came before me on September, 2019,
the above-named Steven Kane and Jacqueline Kane
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.
* _____
Notary Public, State of Wisconsin
My commission (is permanent) (expires: _____)

THIS INSTRUMENT DRAFTED BY:
Attorney James R. Smith
Pinkert Law Firm LLP Sturgeon Bay WI 54235

**ADDENDUM A TO QUIT CLAIM DEED
GRANTOR: STEVEN KANE AND JACQUELINE P. KANE
GRANTEE: COTTAGE ROW PROPERTIES LLC**

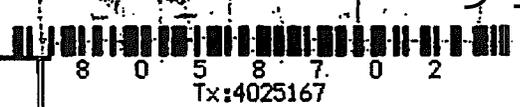
That portion of Government Lot One (1), Section Six (6), Township Thirty (30) North, Range Twenty-seven (27) East, in the Town of Gibraltar, Door County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 6 marked by a Door County monument; thence South 88 deg. 58 min. 39 sec. West along the Northerly line of said Section 6, 695.92 feet to a 1 inch iron pipe marking the place of beginning; thence South 24 deg. 58 min. 21 sec. East 124.69 feet; thence South 11 deg. 28 min. 40 sec. West 342.70 feet; thence South 33 deg. 19 min. 39 sec. West 207.94 feet; thence South 18 deg. 48 min. 39 sec. West 157.17 feet; thence North 88 deg. 58 min. 39 sec. East parallel with the Northerly line of said Section 6, 59.47 feet to the intersection of the Easterly line of the Boyd lot extended; thence South 11 deg. 42 min. 50 sec. West along said extended Easterly line 20.50 feet to the Northeast corner of said Boyd lot; thence South 88 deg. 58 min. 39 sec. West along the Northerly line of said Boyd lot 113.15 feet to the center of a 33.00 foot wide easement; thence continue along the Northerly line of said Boyd lot South 88 deg. 37 min. 07 sec. West 191.55 feet to a 1 inch iron pipe; thence continue South 88 deg. 37 min. 07 sec. West along said Boyd lot 24.43 feet to the highwater mark of Green Bay waters; thence along a meander line near said highwater mark North 04 deg. 41 min. 45 sec. East 6.43 feet to a 1 inch iron pipe; thence continue along said meander line North 01 deg. 51 min. 50 sec. East 351.28 feet; thence continue along a meander line near said highwater mark North 02 deg. 27 min. 39 sec. West 223.64 feet; thence continue along a meander line near said highwater mark North 03 deg. 49 min. 57 sec. West 208.86 feet to the meander post on the Northerly line of said Section 6; thence North 88 deg. 58 min. 39 sec. East along said Northerly line of Section 6, 465.89 feet to the place of beginning.

The above-described parcel is now described as Units 1, 2, and 3 in "Cottage Row Condominium" created by the condominium declaration known as "Cottage Row Condominium Declaration" dated September 17, 2019, and recorded as Document No. 824967 on September 18, 2019, Door County Records.

This deed is executed and recorded to transfer the land legally described in the condominium declaration for "Cottage Row Condominium" recorded as Document No. 824967 on the 18th day of September, 2019, to the Declarant named therein which is the Grantee herein.

Grantor assigns to Grantee all of Grantor's rights and obligations as the Declarant of the above-referenced Condominium and Grantee, by accepting delivery of and recording this Deed, accepts said rights and obligations.



Document No. RESTRICTIVE COVENANT. Mitigation Agreement

Cottage Row Properties, LLC (Owner) does hereby declare and agree as follows:

This Restrictive Covenant applies to Tax Parcel Number 014-67-0003 situated in the Town of Gibraltar, County of Door, State of Wisconsin ("subject property") and more particularly described as Unit #3 of Cottage Row Condominium as in declaration recorded at Document # 824697 in the Door County Register of Deeds office.

Cottage Row Properties, LLC is the owner of, and has the right to possess, use, and convey, the subject property.

On September 23, 2019, Owner made application for a Door County ("County") mitigation permit to allow greater than 15% and up to a maximum of 30% impervious surface ratio on the subject property.

Greater than 15% and up to a maximum of 30% impervious surface ratio on a property is only allowed if and to the extent such complies with Sec. IV.B.5. Door County Shoreland Zoning Ordinance, Door County Shoreland Mitigation Handbook, and all other applicable codes, laws, ordinances, and regulations.

County's decision to authorize and allow up to 30% impervious surface ratio is expressly conditioned on, among other things, this Restrictive Covenant, the Mitigation Permit, and the Mitigation Plan. The Mitigation Permit and Mitigation Plan are on file at the County Planning Department, and are incorporated herein by reference as if set forth in full. Owner must timely implement the Mitigation Plan and establish or maintain measures that the County determines are adequate to offset the impacts of the permitted impervious surface ratio.

Door County has the authority to enforce this Restrictive Covenant.

This Restrictive Covenant runs with the land in perpetuity and binds the Owner and Owners' successors, heirs, and assigns.

Owner must execute and then record this Restrictive Covenant with the Door County Register of Deeds, and provide a copy with recording information to the Door County Planning Department, before issuance of a zoning permit authorizing the residence proposed.

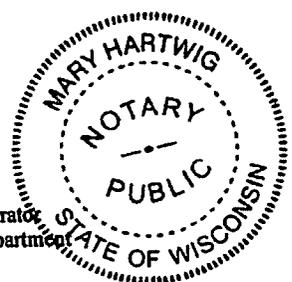
Owner acknowledges having read and understood this Restrictive Covenant.

Accepted and approved this 24th day of September, 2019.

DOC #: 825125
RECORDED ON:
09/24/2019 02:40:39 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 30.00

RETURN TO:
Door County Planning Department
421 Nebraska Street
Sturgeon Bay, WI 54235

Parcel ID Number 014-67-0003



This document was drafted by:
Richard D. Brauer, Zoning Administrator,
Door County Land Use Services Department

Signature of Steven Kane, Member

STATE OF WISCONSIN
Door County) SS
Personally came before me, this 24 day of September 2019, the above named Steven Kane known to me to be the person who executed this instrument.

Mary Hartwig
Mary Hartwig

Notary Public Door County, WI
My Commission expires 1/14/2020 (is permanent)



**County of Door
PLANNING DEPARTMENT**

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

RECEIVED

SEP - 7 2018

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Phone: (920) 746-2323
FAX: (920) 746-2387

ON-SITE INSPECTION and/or LETTER REQUEST FORM

This Section to be completed by the Requester \$50.00 fee for all On-Site Inspections \$50.00 fee for Letter		<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Inspection request	Letter request
MAKE CHECK PAYABLE TO THE DOOR COUNTY TREASURER			
Requester Name: STEVEN & JACKIE KANE	Phone:		
Mailing Address: 9099 COTTAGE ROW FISH CREEK, WI			
Property Owner Name: STEVEN KANE	Phone:		
Property Address: 9099 COTTAGE ROW			
Property Owner Signature: <i>Jackie Kane</i>	Date: 9/6/18		
<i>*(Required for On-Site Inspections only)</i>			
Township: GIBRALTAR			
Tax Parcel No(s): 0140106302711C			
Purpose of Inspection/Letter (please be specific)			
Mark high water mark from most south house to the south property line and determine highwater mark setback for future residence.			
Requester Signature:		Date:	

④

<i>Zoning Office Use Only</i>		
Inspection and/or Letter Date: 9-17-18		
Inspection Results: Marked OHWM with orange ribbon.		
Action Required: Called & E-mailed Baudhuin's on 9-17-18, to let them know it was done.		
Zoning Administrator Signature:	Date: 9-7-18	
Amount Received: \$ 50.00	Check <input checked="" type="checkbox"/>	Cash <input type="checkbox"/>
Name on Check: Baudhuin Inc.	Receipt #	

Averaging

N- 50'

(Southern House
on lat.)

S- 38'

(Boyd)

* check

- yes (38')

≈ 500'

SF 20

Map

Printed 09/07/2018 courtesy of Door County Land Information Office

... from the Web Map of ...
(//www.co.door.wi.gov)



Door County, Wisconsin
... for all seasons!



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Door County Board of Adjustment

**Appeal of
Stephan B. Nordstrom,
Graycliffe, LLC,
Carl M. Curry and Cynthia M. Curry**

Appellants Exhibits

Index

<u>Tab</u>	<u>Document Description</u>
1.	Application For Minor Land Division Received on September 4, 2019 (County Materials page 15)
2.	Condominium Plat Recorded on September 18, 2019 (County Materials pages 17-20)
3.	Condominium Declaration Recorded on September 18, 2019
4.	Quit Claim Deed to Cottage Row Properties, LLC dated September 23, 2019 and recorded on September 24, 2019 (County Materials pages 90-91)
5.	Door County Regular Zoning Permit issued to Steven Kane on September 25, 2019 and Staking Plan. (County Materials pages 3-4)
6.	Definitions of "Lot" and "Lot of Record" (County Materials pages 56-57)
7.	Sec. 703.02 (7) Stats.
8.	Sec. 703.03 Stats.
9.	Door County Comprehensive Zoning Ordinance Sections 3.04(2) and (4)
10.	Door County Shoreland Zoning Ordinance Section IV B.2

DOOR COUNTY LAND USE SERVICES
421 Nebraska Street - Government Center
Sturgeon Bay, Wisconsin 54235
(920) 746-2323 - FAX (920) 746-2387

RECEIVED

SEP 04 2019

APPLICATION FOR MINOR LAND DIVISION

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

1. NAME AND ADDRESS OF PROPERTY OWNER

Name STEVEN E. KANE
Street 9091 COITAGE RD, BOX 188
City FISH CREEK State WI Zip 54212
Home Telephone # 650-464-1000
Daytime Telephone # 920-868-5221
(If additional property owners, list them below)

Name JACQUELINE KANE
Street 7823 WHITE CLIFF RD
City EGG HARBOR State WI Zip 54209
Home Telephone # 650 464 1001
Daytime Telephone # 775 800 1139

2. LOCATION OF LAND DIVISION

Tax Parcel No. 014-01-06302711C
Section 6 Town 30, Range 27
Town of: Gibraltar

3. TOTAL NUMBER OF PARCELS CREATED

Number of parcels 3

4. SURVEYOR AND/OR AGENT

Surveyor KANDIWIN'S
Primary Contact DENNIS VAN BRAEMER
Phone No. 943-8211
Agent _____
Phone No. _____

5. FEE

\$150.00 plus \$25.00 for each lot created. Make check payable to the Door County Treasurer in the amount of \$ 225.00.

*Note: When combining lots only, there is no fee.

6. SIGNATURE OF APPLICANT OR AGENT

[Signature]
Date 8/4/2019

7. Who should be called when CSM is signed?

DENNIS VAN BRAEMER

8. Special Instructions:

FOR OFFICE USE ONLY

Shoreland Zoning Yes/No

CSM SENT TO REAL PROPERTY YES / NO

Receipt No. 3086 Fee 225.00 Date 9-4-19

Check for Register of Deeds in drawer?

Yes No

Delivered to Deeds - Date: _____ Name: _____

Tab 2

Hanger 321

COTTAGE ROW CONDOMINIUM

LOCATED IN:
 GOVERNMENT LOT 1 OF SECTION 6,
 TOWNSHIP 30 NORTH, RANGE 27 EAST,
 TOWN OF GIBRALTAR,
 DOOR COUNTY,
 WISCONSIN

Description - Condominium Parcel:

A parcel of land located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 654.86 feet along the north line of said Government Lot 1 to the point of beginning of lands to be described; thence continuing S89°00'25"W - 488.28 feet to a found 3/4" steel rod, said rod being N89°00'25"E - 82 feet from the approximate ordinary highwater mark of Green Bay; thence along a meander line as follows: S08°23'16"E - 387.85 feet; thence S03°09'19"W - 395.53 feet to a found 1" steel pipe, said pipe being N88°37'07"E - 122 feet from said approximate ordinary highwater mark of Green Bay; thence N88°37'07"E - 191.20 feet; thence N68°58'39"E - 113.15 feet; thence N11°42'50"E - 20.50 feet; thence S88°58'39"W - 59.47 feet; thence N16°46'39"E - 157.17 feet; thence N39°19'39"E - 207.94 feet; thence N11°28'40"E - 342.70 feet; thence N24°52'59"W - 123.93 feet to the point of beginning.

Said parcel contains 7.44± acres and includes all lands lying between aforementioned meander line and the approximate ordinary high water mark of Green Bay. Said parcel is subject to and benefited by an existing easement for ingress, egress, and utilities recorded at Document No. 777081.

Said parcel is subject to and benefited by the following described 20' wide sewer easement:

A 20' wide easement for the installation and maintenance of sanitary sewer located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 766.13 feet along the north line of said Government Lot 1; thence South - 24.31 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence continue South - 374.74 feet; thence N83°55'24"W - 20.00 feet; thence North - 372.15 feet to the aforementioned southerly right of way line of Cottage Row; thence N68°41'59"E - 20.01 feet along said right of way line to the point of beginning.

Said easement contains 7,469 square feet.

Said parcel is also subject to and benefited by the following described 30' wide limited common element access and utility easement:

A 30' wide limited common element access and utility easement appurtenant to Units 1 & 2 located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence N89°00'25"W - 30.03 feet; thence N01°03'07"E - 155.69 feet to the aforementioned southerly right of way line of Cottage Row; thence N68°41'59"E - 30.03 feet along said right of way line to the point of beginning.

Said easement (Limited Common Element) contains 4,677 square feet.



000 1000/1000/1000 2354/1000/1000-000
 SHEET 2 OF 4

JOB NO. 23504
 9-11-19

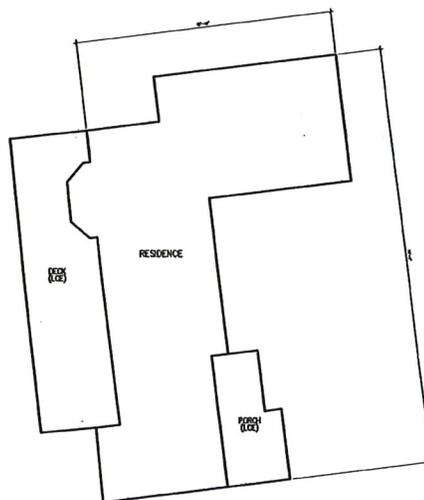
Hanger 321

COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALDIN,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 1 MAIN FLOOR PLAN
800 SQ. FT. ±
NO SCALE



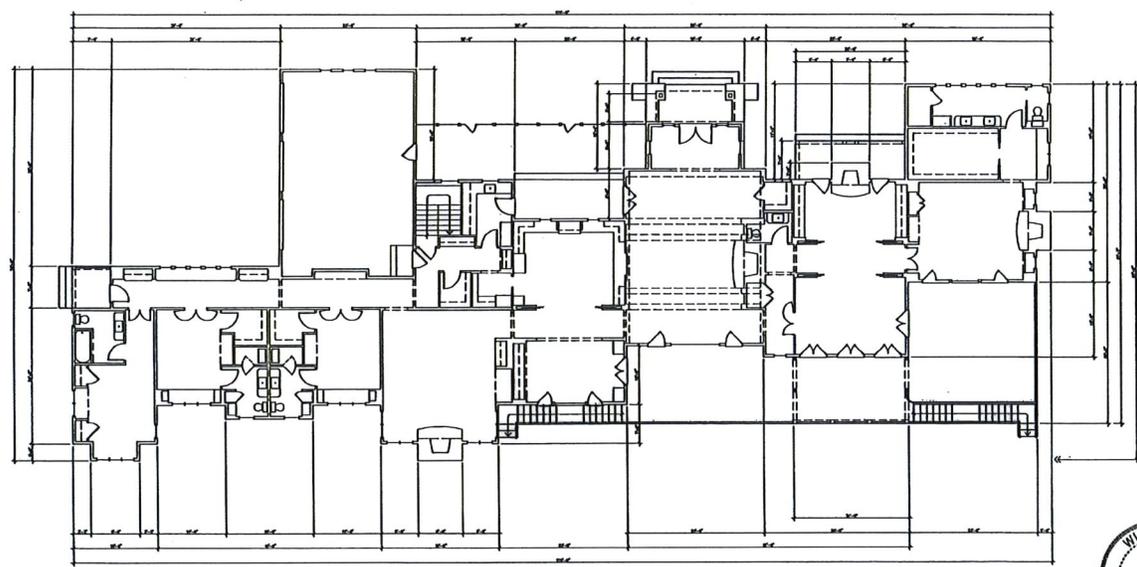
RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE



Hanger 321

COTTAGE ROW CONDOMINIUM

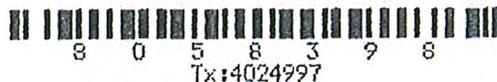
LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 8,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF SHERIDAN,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,900 SQ. FT. ±
NO SCALE



Tab 3



COTTAGE ROW CONDOMINIUM DECLARATION

This Cottage Row Condominium Declaration ("Declaration") is made this 17th day of September, 2019, by Cottage Row Properties LLC, a Wisconsin limited liability company ("Declarant").

DOC #: 824967
RECORDED ON:
09/18/2019 02:05:12 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 30.00

Recording Area

Name and Return Address

Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky St., P.O. Box 89
Sturgeon Bay, WI 54235

014-01-06302711C
Parcel Identification Number (PIN)

RECITALS

A. Declarant owns in fee simple certain real property located in the Town of Gibraltar, County of Door, State of Wisconsin, legally described in Exhibit A attached hereto and made a part hereof, and herein referred to as the "Condominium Parcel".

B. Declarant intends by this Declaration to subject the Condominium Parcel together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind which are now, or at any time hereafter located thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin known as Chapter 703, as amended from time to time, hereinafter referred to as the "Act".

C. Declarant intends to establish certain rights with respect to the Condominium Parcel for the benefit of the Declarant and for the benefit of all future owners and occupants of the Condominium Parcel and any and all parts thereof.

D. Declarant intends to create a condominium pursuant to the Act which shall be known as Cottage Row Condominium ("Condominium") with rights appurtenant to each Unit, as hereinafter defined, in the Condominium.

E. Declarant intends to provide for harmonious, beneficial, and proper use of the Condominium Parcel and each Unit in the Condominium with mutually beneficial rights and obligations for each Unit Owner, as hereinafter defined.

F. Declarant intends that the several owners, mortgagees, and occupants of Units and all other persons hereinafter acquiring any interest in the Condominium Parcel shall at all times enjoy the benefits of, and hold their interest subject to, the easements, restrictions, conditions, and covenants hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance, and protect the value, desirability, appearance and aesthetics of the Condominium Parcel and all improvements located thereon.

NOW, THEREFORE, Declarant, as the owner in fee simple of the Condominium Parcel, for the purposes hereinafter set forth, declares and states as follows.

ARTICLE I **DEFINITIONS**

1.00. **Act.** The Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

1.01. **Assessment.** A share of the Common Expenses, as hereinafter defined, and other charges from time to time assessed against a Unit and the respective Unit Owner by Cottage Row Condominium Owners Association, Inc., as hereinafter defined, in accordance with the terms of this Declaration.

1.02. **Association.** Cottage Row Condominium Owners Association, Inc. ("Association"), a Wisconsin nonprofit corporation created under Chapter 181 of the Wisconsin Statutes and formed pursuant to this Declaration.

1.03. **Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.04. **Building.** Any Unit Owner Improvement, as hereinafter defined, having a roof supported by columns or walls used or intended for the shelter or protection of persons or property of any kind.

1.05. **Common Elements.** All of the Condominium except the Units, as hereinafter defined. Common Elements include, but are not limited to, the land and the roadway shown on the Plat and the components of the sanitary sewer system which serve more than one (1) Unit.

1.06. Common Expenses.

- (a) All sums assessed against a Unit, as hereinafter defined, and the respective Unit Owner, as hereinafter defined, by the Association, as hereinafter defined.
- (b) All expenses declared to be Common Expenses by the Act or by this Declaration.

1.07. Condominium Parcel. The Condominium Parcel designated on the attached Exhibit A and all buildings, structures, improvements, and other permanent fixtures of whatsoever kind now or at any time hereafter placed upon the Condominium Parcel, together with all rights, obligations, and easements appurtenant thereto which are by this Declaration made subject to the Declaration and the provisions of the Act.

1.08. Declarant. Cottage Row Properties LLC, a Wisconsin limited liability company, any successor in title to Declarant's interest in the Condominium Parcel, and any other assignee or successor of the Declarant who 1) as an assignee of the Declarant, accepts the assignment therein made by the Declarant of those rights and powers of the Declarant contained in this Declaration, and 2) assumes and agrees to be bound by and perform those obligations of the Declarant contained in this Declaration with respect to all or such of those Units within the Condominium as may be legally described in any such interest of assignment, acceptance, and assumption.

1.09. Declaration. This instrument by which the Condominium Parcel is subjected to the provisions of the Act, and all amendments and supplements hereof recorded in the Office of the Register of Deeds for Door County, Wisconsin.

1.10. Fractional Interest(s). The appurtenant, undivided interest of Unit ownership, as herein defined, in the Common Elements, expressed as a fraction. There shall be three (3) Units in the Condominium, and therefore, for purposes of this Declaration, the fractional interest of each Unit Owner shall be equal and shall be a one-third (1/3) interest.

1.11. Limited Common Element. Those Common Elements designated in this Declaration as reserved for the exclusive use of one or more but less than all of the Unit Owners, as herein defined, in the Condominium.

1.12. Occupant. A person, as herein defined, in lawful possession of a Unit, as herein defined, other than the Unit Owner, as herein defined, of such Unit.

1.13. Person. A natural person, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

1.14. **Plat.** The Condominium Plat attached hereto as Exhibit A and made a part hereof reflecting the Condominium Parcel, the Units, the Single-Family Residence Grounds for each Unit, and the Common Elements of the Condominium.

1.15. **Single-Family Residence.** A building designed to be used by one (1) family exclusively as an independent dwelling and for purposes accessory thereto.

1.16. **Single-Family Residence Grounds.** That parcel of land within a Unit, including the surface and subsurface thereof, within the Condominium Parcel upon which a Single-Family Residence and one (1) other building appurtenant thereto may be constructed, the exclusive use of which is restricted to the Unit and Unit Owner of that Unit upon and under such land. The boundary lines of the Single-Family Residence Grounds for each Unit are shown on the Plat.

1.17. **Unit.** A part of the Condominium Parcel as shown on the Plat being a cubicle of air having vertical sides formed by the planes extending upward from the present land surface boundary lines of the Unit shown on the Plat, having a lower side formed by the present land surface of the Unit, and having an upper side a distance of thirty-five feet (35') above and parallel to the present land surface of the Unit. The Unit Owner, as herein defined, of each Unit shall have an exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove, and replace surface and subsurface improvements within the Unit as shown on the Plat, including, but not limited to, an access drive, walkways, and a water well only upon and within the Unit for the use and enjoyment of such Unit, in accordance with this Declaration. Buildings as defined herein, and building foundations for said Buildings may only be erected, constructed, placed or permitted within the Single-Family Residence Grounds of each Unit, subject to the restrictions set forth herein. A Unit shall include the fractional interest in the Common Elements as herein defined.

1.18. **Unit Number.** The number designating a specific Unit made up of the Condominium number assigned to the respective Unit, as shown on the Plat.

1.19. **Unit Owner.** The record owner of a Unit and the fractional interest in the Common Elements associated with said Unit. If there is more than one (1) record owner, the record owners shall be deemed to be collectively referred to as the "Unit Owner".

1.20. **Unit Owner Improvements.** Any building, any structure, and any other surface or subsurface improvement, including, but not limited to, the access driveway, walkways, building foundation and basement located within a Unit or located in the respective Single-Family Residence Grounds.

1.21. **Voting Member.** The only person with respect to each Unit ownership entitled to vote at any meeting of the Unit Owners.

ARTICLE II
LEGAL DESCRIPTION

2.01 Legal Description. The legal description of each Unit shall consist of the Unit number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its Unit number as shown on the Plat, and every such description shall be good and sufficient for all purposes, as provided in the Act.

All dwellings constructed in this Condominium shall be Single-Family Residences constructed on Single-Family Residence Grounds.

Declarant grants each Unit Owner the exclusive and perpetual right and easement appurtenant to such Unit to construct, use, maintain, remove and replace Unit Owner improvements in, upon and within the Single-Family Residence Grounds of, and located under, each respective Unit.

ARTICLE III
SUBJECTING THE CONDOMINIUM PARCEL TO THE ACT

3.01 Subjecting the Real Estate Parcel and the Condominium Parcel to the Act. Declarant hereby subjects the Condominium Parcel described in the Condominium Plat to the provisions of the Act.

ARTICLE IV
COMMON ELEMENTS

4.01 Ownership of Common Elements and Unit Owner Improvements. Each Unit Owner shall own an undivided interest in all Common Elements as a tenant-in-common with all other Unit Owners in the Condominium. Except for the Units, each Unit Owner shall have the right, appurtenant to their respective Unit, to use the Common Elements for all purposes necessary for the use and occupancy of such Unit as permitted by this Declaration. The interest of each Unit Owner in the Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interest.

4.02 No Partition of Common Elements. There shall be no partition of the Common Elements unless this Declaration is terminated by all the Unit Owners and the Condominium Parcel is removed from the provisions of the Act.

ARTICLE V
GENERAL PROVISIONS FOR UNITS AND COMMON ELEMENTS

5.01 **No Severance of Unit Ownership.** No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the other shall be deemed and taken to include the interest so omitted.

5.02 **Use of the Common Elements.** Subject to the exclusive rights of each Unit Owner to the use and enjoyment of the respective Single-Family Residence Grounds and his/her Unit as provided in this Declaration, each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other Unit Owners. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration, the Association Bylaws, and the Rules and Regulations adopted under the Association Bylaws.

5.03 **Maintenance of Common Elements.** Except for Single-Family Residence Grounds and Unit Owner improvements which shall be the responsibility of each Unit Owner, the management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Association. Each Unit Owner shall pay, as an assessment, a share of the common expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Unit Owner's Percentage Interest. Payment thereof shall be in such amount and at such times as may be established in this Declaration. If a Unit Owner fails to pay such assessment when due, the amount thereof shall constitute a lien on the respective Unit, as herein provided.

5.04 **Easements.**

(a) **Encroachments.** If, by any reason of the settling or shifting of any Unit Owner improvements, any part of the Common Elements shall encroach upon any part of any Unit, or if any part of any Unit Owner improvements shall encroach upon any part of the Common Elements or any other Unit, then valid easements for the maintenance and continuation of such encroachment are hereby established and shall exist for the benefit of and be appurtenant to such Unit, Unit Owner Improvements and the Common Elements, as the case may be, for the period of time any such encroachment or any replacement thereof shall remain. However, in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owner or Owners of the Common Elements or facilities, if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) **Easements for Owners of Units Located on Single-Family Residence Grounds.** Declarant grants to the Unit Owner of each Unit an exclusive and perpetual right and easement appurtenant to such Unit or Units to construct, use, maintain, remove and replace

surface and sub-surface improvements, including, but not limited to, buildings, access driveways, walkways, building foundations and basements, upon and in the respective Single-Family Residence Grounds only for the use and enjoyment of such Unit in accordance with this Declaration.

(c) **Declarant's Reservation and Right to Grant Easements for Utilities and Right to Connect to Utilities.** Declarant hereby reserves for itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all underground wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes such as sewer lines, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi-public utility function that the Declarant or 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, to the extent 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.

Declarant further reserves for itself and its successors and assigns the right to connect with any of the above-described utility lines, underground pipes, or other conduits, together with access to the Condominium Parcel for such connection(s). Any and all such connections shall be underground only.

(d) **Easement for Construction, Access, and Maintenance.** Declarant hereby further reserves for itself and its successors and assigns a right of access over, across and through the property including over and across the roadway described and depicted on the Condominium Plat for the purpose of transporting construction materials, for making underground utility connections and any other reasonable use related to the construction of buildings, Units, improvements, and amenities in the Condominium.

(e) **Easements to Run With the Land.** All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of, the Declarant and any Unit Owner, purchaser, mortgagee, and other person having any interest in the Condominium Parcel or any part thereof. Reference in any deed of conveyance, mortgage, trust deed or other instrument affecting any part of the Condominium Parcel to the rights and easements contained in this Declaration shall be sufficient to create and reserve such rights and easements to the respective grantees, mortgagees and trustees named as fully as though such rights and easements were set forth in their entirety in such instrument.

5.05 Single-Family Residence Grounds. The Single-Family Residence Grounds located within each Unit shown on the Condominium Plat shall be a Limited Common Element pursuant to said Unit and not a part of said Unit. The Unit Owner of each Unit shall be entitled

to the perpetual and exclusive use and possession of such respective Single-Family Residence Grounds, subject to the terms, conditions, and restrictions contained in this Declaration and the Association Bylaws.

Until such time as a Unit Owner constructs a Residence on a Single-Family Residence Grounds located with a Unit, the Unit Owner shall furnish all maintenance of said Single-Family Residence Grounds and the Unit within which it is located. In the event that a Single-Family Residence Grounds is improved by a Unit Owner by placement of a Single-Family Residence thereon, but the Owner of said Single-Family Residence Grounds fails to maintain the same, then the Association shall have the right to maintain the Single Family Residence Grounds and the Unit in which it is located in a good and sightly condition, including grounds care and removal of snow and natural debris, and the Association shall have the right to assess the Unit Owner who fails to maintain said Single-Family Residence Grounds and Unit for the cost thereof.

5.06 Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium Parcel or any part thereof, except only that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner, and the Percentage Interest applicable thereto.

5.07 Separate Real Estate Taxes. Each Unit shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event that, for any year, such taxes are not taxed separately to each Unit Owner but are taxed on the Condominium Parcel in its entirety, then each Unit Owner shall pay that portion of such taxes equal to its Percentage Interest multiplied by the real estate tax bill for the Condominium Parcel in its entirety.

5.08 Utilities. Each Unit Owner shall be responsible for payment of the cost of telephone, electric, gas, water, sanitary sewer, and all other services and utilities used within or furnished to the Unit. All utilities installed by a Unit Owner such as telephone, cable television, electricity, gas, sewer, water, and any other utility service lines, wires, laterals or pipes serving a Unit shall be installed underground. Municipal water service is not available to serve the Units and each Unit shall therefore require a well to provide potable water thereto. The installation, maintenance, repair, and replacement of the well shall be the responsibility of each Unit Owner.

5.09 Insurance; Unit Owners. Each Unit Owner shall be responsible for obtaining (i) fire, casualty and extended coverage insurance, at full insurable replacement cost on the Unit Owner's improvements for such Unit and on all personal property within the Unit, and (ii) personal liability insurance for all conditions and events occurring within the Unit. Each Unit Owner hereby waives and releases any and all claims which may arise against any other Unit Owner, the Board of Directors, its officers, the Declarant and their respective employees and agents for damage to the Common Elements, the Units, the Unit Owner improvements or any personal property located in the Common Elements or Units caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

5.10 Maintenance, Repairs, and Replacements of Unit Owner Improvements - Single-Family Residence Grounds. Each Unit Owner of a Single-Family Residence located on a Single-Family Residence Grounds shall be responsible for all maintenance, repair, and replacement of the Unit Owner improvements located thereon.

5.11 Maintenance of Landscaping - Single-Family Residence Grounds. Each Unit Owner of a Single-Family Residence located on a Single-Family Residence Grounds shall be responsible for maintaining the landscaping on the Single-Family Residence Grounds.

5.12 Negligence of Unit Owner. If, due to the willful or negligent act or omission of a Unit Owner, a guest, a member of the family or a household pet of such Unit Owner, or of an occupant of such Unit, any damage shall be caused to the Common Elements or to a Unit or Unit Owner improvements owned by others, then such Unit Owner shall pay for such damage, including repair and replacement, as may be determined by the Board of Directors.

ARTICLE VI RULES AND REGULATIONS

6.01 The Units, Single-Family Residence Grounds, Common Elements, and Limited Common Elements shall be occupied and used in accordance with and subject to the following Condominium Association Rules and Regulations, which may be amended from time to time as provided in the Bylaws and shall also be subject to the following restrictions:

- (a) **Use.** No part of the Condominium Parcel shall be occupied or used for other than residential purposes and for the purposes accessory to such residential purposes.
- (b) **Improvements.** A Unit Owner may place on the Single-Family Residence Grounds of a Unit only those Unit Owner improvements which have been approved by the Architectural Review Committee and as provided in Article VII herein.
- (c) **Alterations of Common Elements.** Nothing shall be altered or constructed in or upon, or removed from, the Common Elements, excluding the Single-Family Residence Grounds, except upon the written permission of the Board of Directors.

ARTICLE VII ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

7.01 Purpose. In order to preserve the natural setting and beauty of the Condominium Parcel, to establish and preserve a harmonious and aesthetically pleasing design for the

Condominium Parcel, and to protect and promote the value of the Condominium Parcel, the Single-Family Residence Grounds, the Single-Family Residences located thereon, and all improvements located therein or thereon shall be subject to the restrictions set forth in this Article VII. Every grantee of any interest in the Condominium Parcel, by acceptance of a deed or other conveyance of such interest, agrees to be bound by the revisions of this Article VII.

7.02 Architectural Review Committee. The Declarant, and thereafter the Board of Directors, shall establish and maintain the Architectural Review Committee ("ARC") which shall consist of the three (3) members of the Board of Directors of Cottage Row Condominium Association, Inc.

Prior to the Declarant's right to appoint and remove officers and directors, the members of the Board of Directors, and hence the members of the ARC, need not be Unit Owners. The ARC shall elect a chairman and shall meet at least once each year. All meetings shall be held at such place as may be designated by the chairman.

Members may participate in any regular or special meeting or conduct the meeting by any means of communication allowed under Wis. Stats. Section 181.24(3)(a) and (b), and according to the requirements therein stated. Three (3) members shall constitute a quorum for the transaction of business, and a majority vote of those present in person, by proxy, or taking part electronically, shall constitute the action of the ARC on any matter before it.

The ARC may retain the services of a consulting architect, landscape architect, engineer, inspector, and/or an attorney to advise and assist the ARC in performing its functions set forth herein.

The ARC shall not be liable to the Unit Owners for any mistake of judgment, failure to adhere to the provisions of the Declaration, Bylaws, or the Architectural Standards, negligence, or otherwise, except for their own individual misconduct or bad faith.

The directors' errors and omissions policy which protects the Board of Directors shall also protect them while serving in their role as the ARC.

7.03 Permitted Improvements and Standards.

(a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except for (i) Dwellings and other improvements which are constructed by Declarant, (ii) such improvements as are approved by the ARC in accordance with this Article, or (iii) improvements which, pursuant to this Article, do not require the consent of the ARC.

In the event that the Architectural Standards are changed or amended following the purchase of a Unit by a Unit Owner, but prior to the time that said Unit Owner commences the

construction of improvements on said Unit, the Architectural Standards in effect at the time of commencement of construction of the improvements shall govern said construction, rather than those Architectural Standards which were in effect at the time of purchase.

(b) The Board of Directors is hereby authorized to promulgate from time to time written Architectural Standards, policies, and guidelines ("Standards") governing the construction, location, landscaping, and design of improvements, the contents of submission of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Sections 7.05, 7.06, and 7.08 hereof. The Standards may be modified, amended and restated from time to time in the sole discretion of the ARC. Any such Standards published by the ARC shall be binding and enforceable on all Owners with respect to all improvements on the Condominium Parcel requiring the approval of the ARC.

7.04 Construction of Improvements.

(a) No construction of improvements on any Single-Family Residence Grounds or Single-Family Residences shall be undertaken or conducted on Sundays, except for (i) emergency situations involving the potential loss, injury, or damage to persons or property, and (ii) as otherwise permitted by the ARC on a case-by-case basis.

(b) A Single-Family Residence may not be temporarily or permanently occupied until the exterior thereof and the landscaping have been completed. No temporary house, shack, tent, barn, or other outbuilding shall be permitted anywhere on the Condominium Parcel at any time, except for temporary structures for social functions as may be permitted by rules and regulations promulgated by the Board. No stable, poultry house or yard, rabbit hutch or other similar yard structure shall be constructed anywhere on the Condominium Parcel. An existing former chicken coop (also known as a poultry house) may remain on Unit 1, provided that it is maintained in good condition and repair.

(c) Construction of all Single-Family Residences shall be completed within two (2) years of the date of commencement date of construction. During the continuance of construction by a Unit Owner, such Unit Owner shall require its contractors to maintain the Single-Family Residence Grounds and the Single-Family Residence under construction thereon, in a reasonably clean and uncluttered condition and, to the extent possible, all construction trash and debris shall be kept within refuse containers screened from adjoining Units. Upon completion of construction, such Unit Owner shall cause its contractors to immediately remove all equipment, tools, and construction materials and debris from the Single-Family Residence Grounds on which such construction has been completed.

7.05 Architectural Approval. To preserve the architectural and aesthetic appearance of the Condominium Parcel, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Unit Owner, other than the Declarant, with respect to the construction of, or affecting the exterior appearance of, any Single-Family Residence with

respect to any other portion of the Condominium Parcel, including, without limitation, the construction or installation of sidewalks, driveways, parking lots, mail boxes, decks, patios, courtyards, swimming pools, tennis courts, playhouses, walls, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to, or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface), unless the following procedures shall have been complied with.

Two (2) copies of the plans and specifications and related data [including, if required by the ARC, a survey showing the location of trees of six (6) inches or more in diameter at a height of four (4) feet and other significant vegetation on such Single-Family Residence Grounds] showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARC as to the compliance of such plans and specifications with such Standards as may be published by the ARC from time to time including the harmony of external design, location of improvements, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the ARC, and the other copy shall be returned to the Unit Owner marked "approved" or "approved as noted." If disapproved by the ARC, the plans, specifications and related data shall be resubmitted to the ARC using the Committee's recommendations and suggestions as a guide to seek the ARC's final approval. The ARC may establish a fee to cover the actual expenses incurred, if any, of reviewing the plans and related data and to compensate any consultants retained in accordance with the terms hereof.

Notwithstanding the foregoing, a Unit Owner may make interior improvements and alterations within his/her Single-Family Residence that do not affect the exterior appearance without the necessity of review or approval by the ARC.

Following approval of any plans and specifications by the ARC, the ARC, its agents and representatives shall have the right, during reasonable hours, to enter upon and inspect any Single-Family Residence Grounds, Single-Family Residence, or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the ARC shall determine that such plans and specifications have not been approved or are not being complied with, the ARC shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

In the event the ARC fails to approve or disapprove in writing any proposed plans and specifications within sixty (60) days after such plans and specifications have been submitted and received by the ARC, such plans and specifications will be deemed to have been expressly approved, provided the proposed improvements are generally in harmony with the scheme of the Condominium Parcel as set forth in this Declaration.

Upon approval of plans and specifications, no further approval under this Article VII shall be required with respect thereto, unless such construction has not substantially commenced within twelve (12) months of the date of written approval of such plans and specifications (e.g., clearing and grading, pouring of footings, and the like) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the ARC upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

7.06 Landscaping Approval. To preserve the aesthetic appearance of the Condominium Parcel, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any Unit Owner, other than the Declarant, unless and until the plans therefor have been submitted to and approved in writing by the ARC. The provisions of Section 7.05 hereof regarding time for approval of plans, right to inspect, right to enjoin and/or require removal, etc., shall also be applicable to any proposed landscaping, clearing, grading, excavation, or filling.

Such plans shall include a calculation of the ratio of the area to be covered by grass lawns versus the area to be left in a natural state, and the ARC shall promulgate Standards with respect to such ratios. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of streets and roadways within the Condominium Parcel shall be placed or permitted to remain on any Single-Family Residence Grounds where such hedge, shrubbery, or tree interferes with the traffic sight-lines, including the sight-lines at the intersection of a driveway and a road or street in the Condominium Parcel.

Unless located within ten (10) feet of a building or a recreational or parking facility, no Unit Owner shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of six (6) inches or more at a point four (4) or more feet above ground level, without obtaining the prior approval of the ARC, except as set forth in the preceding sentence, and provided further that dead or diseased trees which are inspected and certified as dead or diseased by the ARC or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any Single-Family Residence Grounds by the Unit Owner thereof.

7.07 Approval Not a Guarantee. Approval of plans and specifications by the ARC shall in no event be construed as representing or guaranteeing to any Unit Owner that any Single-Family Residence or other improvements built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, the Association nor the ARC shall be responsible or liable for i) any defects in any plans or specifications submitted, revised, or approved pursuant to the terms of this Article VII, ii) any loss or damage to any person arising out of the approval or disapproval of any plans or specifications, iii) any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances,

laws or regulations, or iv) any defects in construction undertaken pursuant to such plans and specifications.

7.08 Building Restrictions. All Single-Family Residences and other structures shall be constructed in compliance with any and all applicable state, county and municipal zoning and building restrictions.

In addition, the ARC is authorized to promulgate from time to time as part of the Standards described in Section 7.03(b) hereof, additional restrictions applicable to the Condominium Parcel, including, without limitation, restrictions relating to height of improvements above grade, roof pitch, and minimum square footage of living space in each Single-Family Residence.

No exterior portion of any building, structure, or other improvement (excepting sidewalks and driveways) located on or with respect to any Single Family Residence Grounds shall be located other than as permitted by the applicable setback line restrictions set forth in the Standards; provided that the ARC shall be empowered to grant variances with respect to such set-back line restrictions, in its sole and absolute discretion.

To assure that Single-Family Residences and other structures will be located so that the maximum view and privacy will be available to each Single-Family Residence, all Single-Family Residences and structures will be located with regard to the topography of each Single-Family Residence Grounds and Common Element areas taking into consideration the location of trees and vegetation and other aesthetic and environmental considerations, as well as the precise site and location of any other Single Family Residences or structures within the Condominium Parcel.

7.09 Service Yards. Each Unit Owner of a Single-Family Residence shall provide a visually-screened area to serve as a service yard in which garbage receptacles, wood piles, gas and electric meters, and vehicles, materials, supplies, and equipment which are stored outside by Unit Owners must be placed or stored in order to conceal them from view from roads and adjacent properties. Any such visual barrier shall be at least four (4) feet high and consist of either fencing or landscaping and planting which is approved by the ARC in accordance with the terms of this Article VII.

7.10 Use of Single-Family Residence Grounds and Single-Family Residences. Each Single-Family Residence Grounds and Single-Family Residence located thereon shall be used for residential purposes only. No trade or business of any kind may be carried on thereon or therein. Not more than one (1) Single-Family Residence shall be located on any Single-Family Residence Grounds.

The use of a portion of a Single-Family Residence by a Unit Owner for business meetings, entertainment, or the enjoyment or business of the Owner's employees, clients, or

customers shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic. Lease or rental of a Single-Family Residence for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire Single-Family Residence, and (ii) is for a term of at least one (1) year, and (iii) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Board of Directors.

All leases shall be required to be in writing, and, prior to the commencement of any such lease, the Unit Owner shall provide the Secretary of the Association with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, the rules and regulations adopted hereunder, and the Bylaws of the Association.

7.11 Exterior Appearance. No chainlink fences shall be permitted within the Condominium Parcel, except with regard to maintenance areas within the Common Areas and tennis courts approved by the ARC. Further, no foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, or other purposes, nor shall any window-mounted heating or air-conditioning units be permitted.

Except within screened service yards, outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed, or maintained, nor shall any clothing, rugs, or other item be hung on any railing, fence, hedge or wall. When not in use, all garage doors shall be kept closed. No garage door shall face the street on which the Single Family Residence fronts unless otherwise approved by the ARC. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

7.12 Signs. No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any improvements located within the Condominium Parcel without the express written permission of the ARC. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such considerations as may be from time to time determined by the ARC and such approval may be arbitrarily withheld. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area.

7.13 Antennas. No television antenna, radio receiver, satellite dish, or other similar device shall be attached to or installed on any portion of the Condominium Parcel if visible from the residence on another Single-Family Residence Grounds and larger than 18 inches in diameter, unless contained entirely within the interior of a building or other structure. Declarant and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, or other similar systems within the Condominium Parcel, and should cable television services be unavailable and adequate television reception not be otherwise available, then a Unit Owner may make written application to the ARC for permission to install a satellite dish receiver.

7.14 Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept by any Unit Owner upon any portion of the Condominium Parcel, provided that generally recognized house pets (such as dogs and cats) may be kept in each of the Units only, subject to rules and regulations adopted by the Board of Directors and further provided that such pet or pets are kept or maintained solely as domestic pets and not for any commercial purpose. Upon the written request of any Unit Owner, the Board of Directors may conclusively determine, in its sole and absolute discretion, whether, for purposes of this Section, a particular pet is a generally recognized house pet or whether such pet is a nuisance. The Board of Directors shall have the right to require the owner of a particular pet to remove such pet from the Condominium Parcel if it is found by the Board of Directors to be a nuisance or to be in chronic violation of the restrictions set forth in this paragraph.

No structure for the care, housing, or confinement of any pet shall be constructed or maintained on a Single-Family Residence Grounds or Unit. Pets shall be under leash at all times when walked or exercised in any portion of the Condominium Parcel, and no pet excrement shall be left on any portion of the Condominium Parcel but shall be promptly removed therefrom by the owner of such pet.

7.15 Nuisances. No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Condominium Parcel, nor shall any nuisance or odors be permitted to exist or operate upon or arise from the Condominium Parcel so as to render any portion thereof unsanitary, unsightly, offensive, or detrimental to persons using or occupying any other portions of the Condominium Parcel. Noxious or offensive activities shall not be carried on anywhere on the Condominium Parcel.

7.16 Motor Vehicles, Trailers, Boats, Etc. Each Unit Owner shall provide for parking of at least two (2) automobiles in a garage, equipped with garage doors, prior to the occupancy of the Single-Family Residence owned or maintained by such Unit Owner. All Automobiles owned or used by Unit Owners or occupants, other than temporary guests and visitors, shall be parked in garages to the extent that garage space is available. Garages shall not be used for storage or otherwise so that they become unavailable for parking cars therein.

The Board shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking anywhere within the Condominium Parcel of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pick-up trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices.

Furthermore, although not expressly prohibited hereby, the Board may at any time prohibit mobile homes, motor homes, campers, trailers of any kind, motorcycles, motorized bicycles, motorized go-carts, and other similar vehicles, or any of them from being kept, placed,

stored, maintained, or operated upon any portion of the Condominium Parcel if, in the opinion of the Board, such prohibition shall be in the best interests of the Condominium Parcel.

No Unit Owner(s) or other occupant(s) of any Unit shall repair or restore any vehicle of any kind upon or within the Condominium Parcel except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper off-site repair facility.

7.17 Multiple Ownership. No Single-Family Residence Grounds or Single-Family Residence may be sold or owned under any time-sharing, time-interval ownership, or similar right-to-use programs. No Airbnb rentals or similar rental arrangements shall be allowed.

7.18 Traffic Regulations. All vehicular traffic on the private streets and roads in the Condominium Parcel shall be subject to the provisions of the laws of the State of Wisconsin and Door County concerning operation of motor vehicles on public streets and roads. The Board is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including reasonable safety measures and speed limits, including modifications of those in force on public streets, within the Condominium Parcel. Only drivers licensed to operate motor vehicles by the State of Wisconsin or by any other state in the United States may operate any type of motor vehicle within the Condominium Parcel. All vehicles of any kind or nature which are operated on the streets in the Condominium Parcel shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents of the Condominium Parcel.

ARTICLE VIII **SALE OR OTHER ALIENATION**

8.01 Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall be entitled to a statement from the Board or the managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor and due to the Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Board shall have the right to charge a reasonable fee for such statements.

ARTICLE IX
REMEDIES FOR BREACH OF
COVENANTS, RESTRICTIONS AND REGULATIONS

9.01 Abatement and Enjoyment. The violation or breach of any covenant, condition or restriction contained in this Declaration, or the violation of any Bylaw or any of the Rules and Regulations or any provision of the Act, shall give the Board the following rights:

- (a) To enter upon any part of the Condominium Parcel upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Declarant or the Board or its agents, shall not thereby be deemed guilty in any manner of trespass; and
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

The foregoing provisions shall also apply to the breach of any restriction of record and shall empower the holder of the enforceable interest under said restriction to act in the manner hereinbefore provided.

ARTICLE X
AMENDMENTS TO DECLARATION

10.01 Amendments. Generally, the provisions of Article III, Article IV, and this Article X of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board, by all Unit Owners of the Condominium, and by all mortgagees of any such Units having bona fide liens of record against any such Unit.

Other provisions of this Declaration may be changed, modified or rescinded by an instrument setting forth such change, modification or rescission signed and acknowledged by the Board of Directors of the Association and by at least two-thirds (2/3) of the Unit Owners, provided that the consent of a Unit Owner is not effective unless such consent is approved by the mortgagee of record with respect to such. Such change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Door County, Wisconsin; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE XI
GENERAL PROVISIONS

11.01 Notice to Mortgage Lenders. Upon written request to the Board of Directors, the holder of any duly recorded mortgage, land contract or trust deed which is a lien upon any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage, land contract or trust deed. The Association shall have the right to charge the Unit Owner a reasonable fee with respect to the notices requested hereunder.

11.02 Services of Notices on Devises and Personal Representatives. Notices required or desired to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

11.03 Covenants to Run With Land. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under a land contract, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

11.04 Non-Waiver of Covenant. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any lapse of time.

11.05 Waiver of Damages. The Declarant shall not be liable for any claim whatsoever arising out of, or by reason of, any actions performed pursuant to any authority reserved, granted or delegated to Declarant by, or pursuant to, this Declaration or in any other capacity in which Declarant may act, whether or not such claim (a) shall be asserted by any Unit Owner, Occupant, the Board of Directors, or by any person claiming through any of them; or (b) shall be asserted on account of any alleged injury to person or damage to or loss of property wherever located and however caused.

The foregoing enumeration includes, but is not limited to, all claims for, or arising by reason of, the Condominium Parcel or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any act or neglect of Declarant or of any Unit Owner, Occupant, the Board of Directors, the managing agent or their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property

located on or about the Condominium Parcel, or by reason of the failure to function, or disrepair of, any utility services.

11.06 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

11.07 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then any such provision shall continue only until twenty (20) years after the death of the last survivor of the now-living lawful descendants of the President of the United States of America holding office on the date of this Declaration.

11.08 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.

11.09 Indemnity. The members of the Board of Directors and the officers of the Association, as well as the members of the Association shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers.

The Unit Owners shall indemnify and hold harmless each of such members and officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Condominium Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

Such members and officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Condominium Association. The liability of any Unit Owner arising out of any contract made by such members of the Board of Directors and officers or arising out of the aforesaid indemnity shall be limited to the Percentage Interest of such Unit Owner. Each agreement made by such members of the Board of Directors or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members of the Board of Directors or officers or by the managing agent, as the case may be, as agents for the Unit Owners or for the Board of Directors or the Association.

11.10 Service of Process. All legal notices and service of process which may be made or given to the Unit Owners, the Board of Directors, or the Association shall be served upon:

PLF Registered Agents LLC
454 Kentucky Street
Sturgeon Bay, WI 54235

or at the home address of the President of the Board of Directors as may be reflected on the records of the Association from time to time. The Board of Directors may designate any successors as may be required to the aforementioned party at any Board meeting.

11.11 Resident Agent. The name and address of the resident agent under Wis. Stats. Section 703.23 is:

PLF Registered Agents LLC
454 Kentucky Street
PO Box 89
Sturgeon Bay, WI 54235.

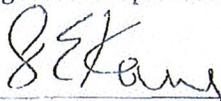
The Resident Agent may be changed by the Association in any manner permitted by law.

11.12 Addresses of Condominium. The addresses of the Condominium are as follows:

9091 Cottage Row
9095 Cottage Row
9099 Cottage Row
Fish Creek, WI 54212.

Dated this 16th day of September, 2019.

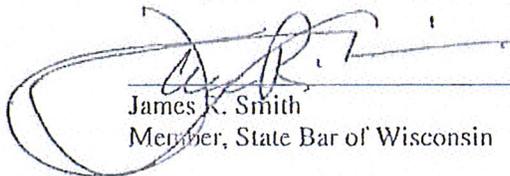
Cottage Row Properties LLC



By: Steven Kane, Member

AUTHENTICATION

Signature of Steven Kane authenticated this 16th day of September, 2019.



James R. Smith
Member, State Bar of Wisconsin

This document drafted by:
Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky St., P.O. Box 89
Sturgeon Bay, WI 54235-0089

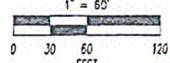
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COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GBRALTAR,
DOOR COUNTY,
WISCONSIN.



NORTH
1" = 60'



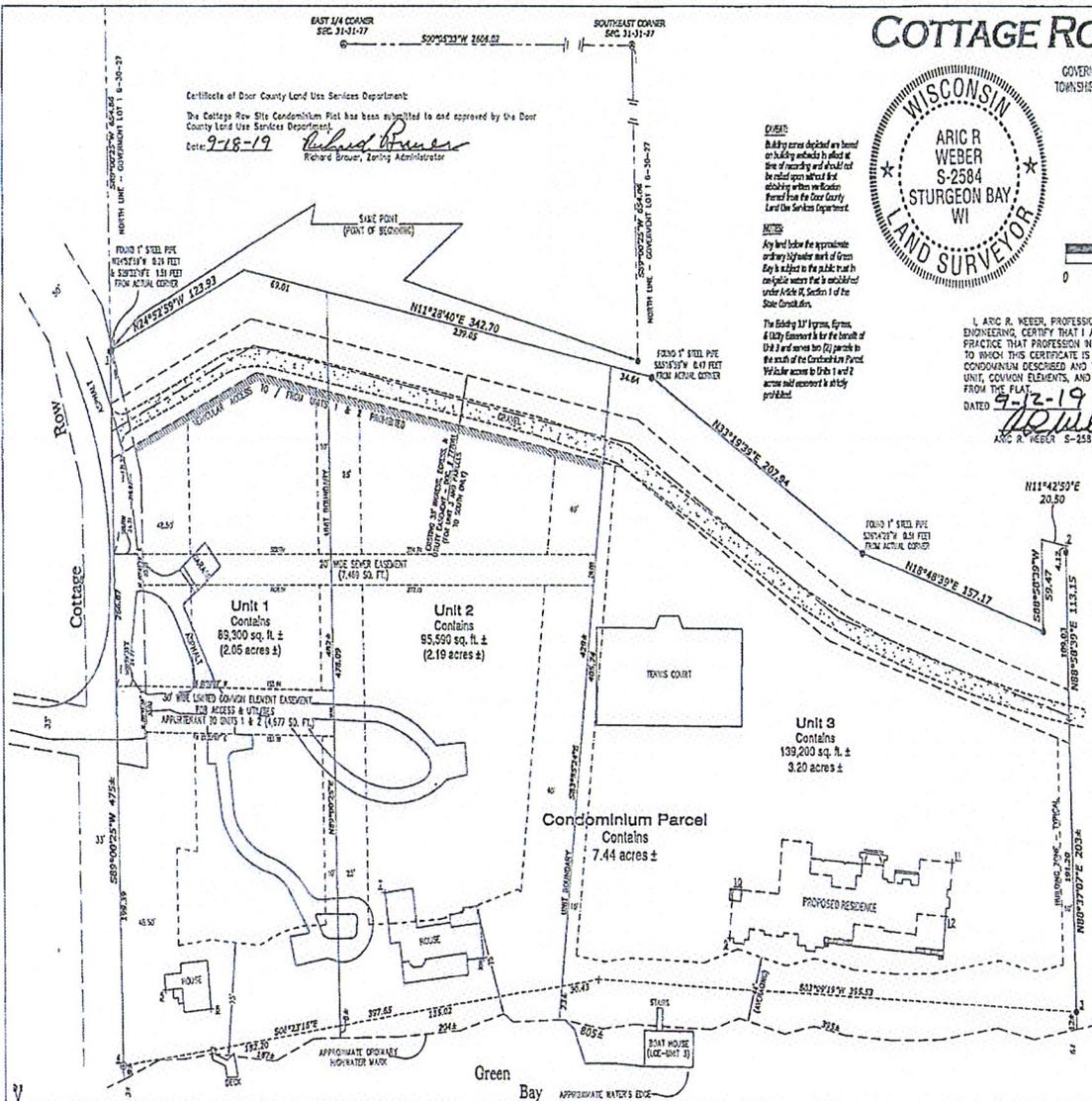
DISP:
Boundary lines depicted are based on field notes and should not be relied upon without first consulting with the Surveyor.

NOTES:
Any land below the approximate ordinary high water mark of Green Bay is subject to the public trust in accordance with the provisions of Article IV, Section 1 of the State Constitution.

The Building 12' Egress, Egress, & Utility Easement is for the benefit of Unit 1 and serves the 30' parcels to the south of the Condominium Parcel. No other access to Units 1 and 2 across said easement is at this time prohibited.

I, ARIC R. WEBER, PROFESSIONAL LAND SURVEYOR FOR BOUNDARY SURVEYING & ENGINEERING, CERTIFY THAT I AM A LICENSED LAND SURVEYOR AUTHORIZED TO PRACTICE THAT PROFESSION IN THIS STATE AND THAT THIS CONDOMINIUM PLAN TO WHICH THIS CERTIFICATE IS AFFIXED IS A CORRECT REPRESENTATION OF EACH UNIT, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN.
DATED 7-12-19
ARIC R. WEBER S-2584

Certificate of Door County Land Use Services Department:
The Cottage Row Site Condominium Plan has been submitted to and approved by the Door County Land Use Services Department.
Date: 7-18-19
Richard Brauer
Richard Brauer, zoning Administrator



REGARVE
COTTAGE ROW PROPERTIES LLC
5545 STRASSBOURG COURT
POND, WI
68511

- ⊙ - DOOR COUNTY MONUMENT
- - FOUND 1 1/2" STEEL PIPE
- - FOUND 1" STEEL PIPE
- ⊖ - FOUND 3/4" STEEL ROD
- ⊕ - FOUND 2"x4" CONCRETE MONUMENT
- ⊘ - LOCATOR
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT

NOTE
ALL BEARINGS BASED ON THE SOUTH LINE OF GOVERNMENT LOT 2 SECTION 31-31-27

LOCATORS

No.	Northing	Easting
1	1023.29	1235.39
2	233.43	1109.71
3	225.88	825.43
4	191.21	769.20
5	979.25	818.73
6	541.16	807.23
7	797.53	833.48
8	716.72	849.86
9	512.34	854.68
10	502.57	855.55
11	328.18	921.55
12	333.59	861.18

EXHIBIT A

COTTAGE ROW CONDOMINIUM

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR,
DOOR COUNTY,
WISCONSIN.

Description - Condominium Parcel:

A parcel of land located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 654.86 feet along the north line of said Government Lot 1 to the point of beginning of lands to be described; thence continuing S89°00'25"W - 466.26 feet to a found 3/4" steel rod, said rod being N89°00'25"E - 8± feet from the approximate ordinary highwater mark of Green Bay; thence along a meander line as follows: S08°23'16"E - 397.65 feet; thence S03°08'18"W - 395.53 feet to a found 1" steel pipe, said pipe being N88°37'07"E - 12± from said approximate ordinary highwater mark of Green Bay; thence N88°37'07"E - 191.20 feet; thence N88°58'39"E - 113.15 feet; thence N11°42'30"E - 20.50 feet; thence S89°53'39"W - 59.47 feet; thence N18°40'39"E - 157.17 feet; thence N33°19'38"E - 207.94 feet; thence N11°23'40"E - 342.70 feet; thence N24°52'53"W - 123.93 feet to the point of beginning.

Said parcel contains 7.44± acres and includes all lands lying between aforementioned meander line and the approximate ordinary high water mark of Green Bay. Said parcel is subject to and benefited by an existing easement for ingress, egress, and utilities recorded at Document No. 777061.

Said parcel is subject to and benefited by the following described 20' wide sewer easement:

A 20' wide easement for the installation and maintenance of sanitary sewer located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 786.13 feet along the north line of said Government Lot 1; thence South - 24.31 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence continue South - 374.74 feet; thence N83°55'24"W - 20.00 feet; thence North - 372.15 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 20.01 feet along said right of way line to the point of beginning.

Said easement contains 7,469 square feet.

Said parcel is also subject to and benefited by the following described 30' wide limited common element access and utility easement:

A 30' wide limited common element access and utility easement appurtenant to Units 1 & 2 located in Government Lot 1 of Section 6, Township 30 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Described as follows:

Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence N89°00'25"W - 30.03 feet; thence N01°03'07"E - 155.86 feet to the aforementioned southerly right of way line of Cottage Row; thence N88°41'59"E - 30.03 feet along said right of way line to the point of beginning.

Said easement (Limited Common Element) contains 4,677 square feet.

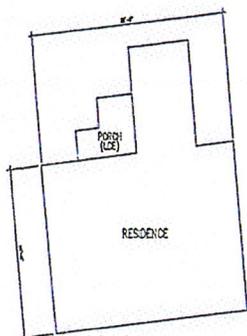


ONE (1) SHEET (PAGE 2) OF (TOTAL) 4 SHEETS
SHEET 2 OF 4

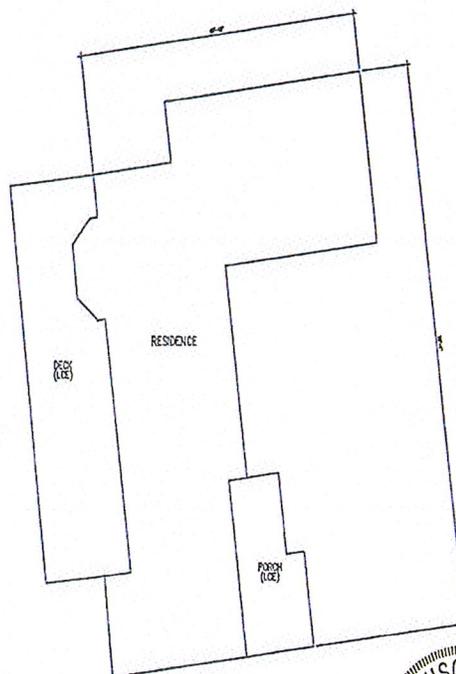
JOB NO. 23504
9-11-19

COTTAGE ROW CONDOMINIUM

LOCATED RE
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GEBALTAR,
DOOR COUNTY,
WISCONSIN.



RESIDENCE - UNIT 1 MAIN FLOOR PLAN
800 SQ. FT. ±
NO SCALE

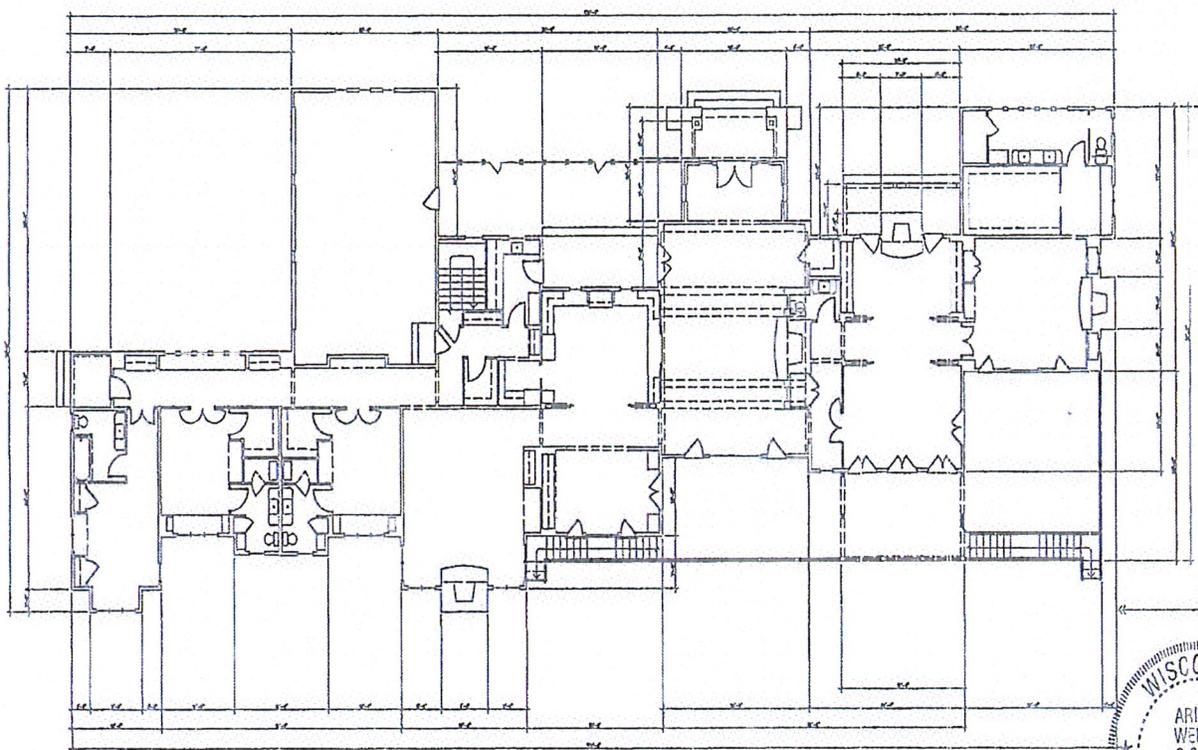


RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE

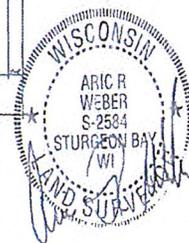


COTTAGE ROW CONDOMINIUM

LOCATED IN:
CORPORATE LOT 1 OF SECTION 8,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GERALTUR,
DOOR COUNTY,
WISCONSIN



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
8,690 SQ. FT. ±
NO SCALE



CDP/MD/DO/STATE 2200/04/04-72
SHEET 4 OF 4

JOB NO. 23504
9-10-13

Tab 4

ADDENDUM A TO QUIT CLAIM DEED
GRANTOR: STEVEN KANE AND JACQUELINE P. KANE
GRANTEE: COTTAGE ROW PROPERTIES LLC

That portion of Government Lot One (1), Section Six (6), Township Thirty (30) North, Range Twenty-seven (27) East, in the Town of Gibraltar, Door County, Wisconsin, described as follows:

Commencing at the Northeast corner of said Section 6 marked by a Door County monument; thence South 88 deg. 58 min. 39 sec. West along the Northerly line of said Section 6, 695.92 feet to a 1 inch iron pipe marking the place of beginning; thence South 24 deg. 58 min. 21 sec. East 124.69 feet; thence South 11 deg. 28 min. 40 sec. West 342.70 feet; thence South 33 deg. 19 min. 39 sec. West 207.94 feet; thence South 18 deg. 48 min. 39 sec. West 157.17 feet; thence North 88 deg. 58 min. 39 sec. East parallel with the Northerly line of said Section 6, 59.47 feet to the intersection of the Easterly line of the Boyd lot extended; thence South 11 deg. 42 min. 50 sec. West along said extended Easterly line 20.50 feet to the Northeast corner of said Boyd lot; thence South 88 deg. 58 min. 39 sec. West along the Northerly line of said Boyd lot 113.15 feet to the center of a 33.00 foot wide easement; thence continue along the Northerly line of said Boyd lot South 88 deg. 37 min. 07 sec. West 191.55 feet to a 1 inch iron pipe; thence continue South 88 deg. 37 min. 07 sec. West along said Boyd lot 24.43 feet to the highwater mark of Green Bay waters; thence along a meander line near said highwater mark North 04 deg. 41 min. 45 sec. East 6.43 feet to a 1 inch iron pipe; thence continue along said meander line North 01 deg. 51 min. 50 sec. East 351.28 feet; thence continue along a meander line near said highwater mark North 02 deg. 27 min. 39 sec. West 223.64 feet; thence continue along a meander line near said highwater mark North 03 deg. 49 min. 57 sec. West 208.86 feet to the meander post on the Northerly line of said Section 6; thence North 88 deg. 58 min. 39 sec. East along said Northerly line of Section 6, 465.89 feet to the place of beginning.

The above-described parcel is now described as Units 1, 2, and 3 in "Cottage Row Condominium" created by the condominium declaration known as "Cottage Row Condominium Declaration" dated September 17, 2019, and recorded as Document No. 824967 on September 18, 2019, Door County Records.

This deed is executed and recorded to transfer the land legally described in the condominium declaration for "Cottage Row Condominium" recorded as Document No. 824967 on the 18th day of September, 2019, to the Declarant named therein which is the Grantee herein.

Grantor assigns to Grantee all of Grantor's rights and obligations as the Declarant of the above-referenced Condominium and Grantee, by accepting delivery of and recording this Deed, accepts said rights and obligations.

Tab 5

DOOR COUNTY REGULAR ZONING PERMIT

Exhibit A

PARCEL NO. 014-01-06302711C

Pursuant to the Door County Zoning Ordinance, Ordinance Number 2-95, this Permit

is issued to STEVEN KANE

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 9/12/19.

Located at 9099 COTTAGE ROW

in Section 06, T 30 N, R 27 E, Town of GIBRALTAR, Door County.

This Regular Zoning Permit is issued subject to compliance with all provisions of the Door County Zoning Ordinance and subject to the following conditions:

1. The building shall be located as shown on the staking plan submitted on 9/12/19.
2. The building shall not exceed an average of 35 feet in height above the finished grade elevation, or 37 feet in height above pre-construction grade elevation, whichever is lower.

IMPORTANT:

1. The structure or land use authorized herein shall not be occupied until a Certificate of Compliance has been Issued by the Zoning Administrator. Call the Door County Land Use Services Department for an inspection.
2. A regular zoning permit to establish a use shall expire 12 months from date of issuance if no action has commenced to establish the use. Any change of land use after the expiration of a zoning permit shall be considered a violation of this Ordinance.
3. A regular zoning permit for construction of a structure shall expire 12 months from the date of issuance. Any exterior construction after the expiration of the zoning permit shall be considered a violation of this Ordinance.

APPEAL: Any party aggrieved by the Zoning Administrator's decision to issue this zoning permit may appeal to the Door County Board of Adjustment within 30 days from the date of the issuance of this permit. Appeal forms are available from the Door County Land Use Services Department.

Date of Issuance: 09/25/2019

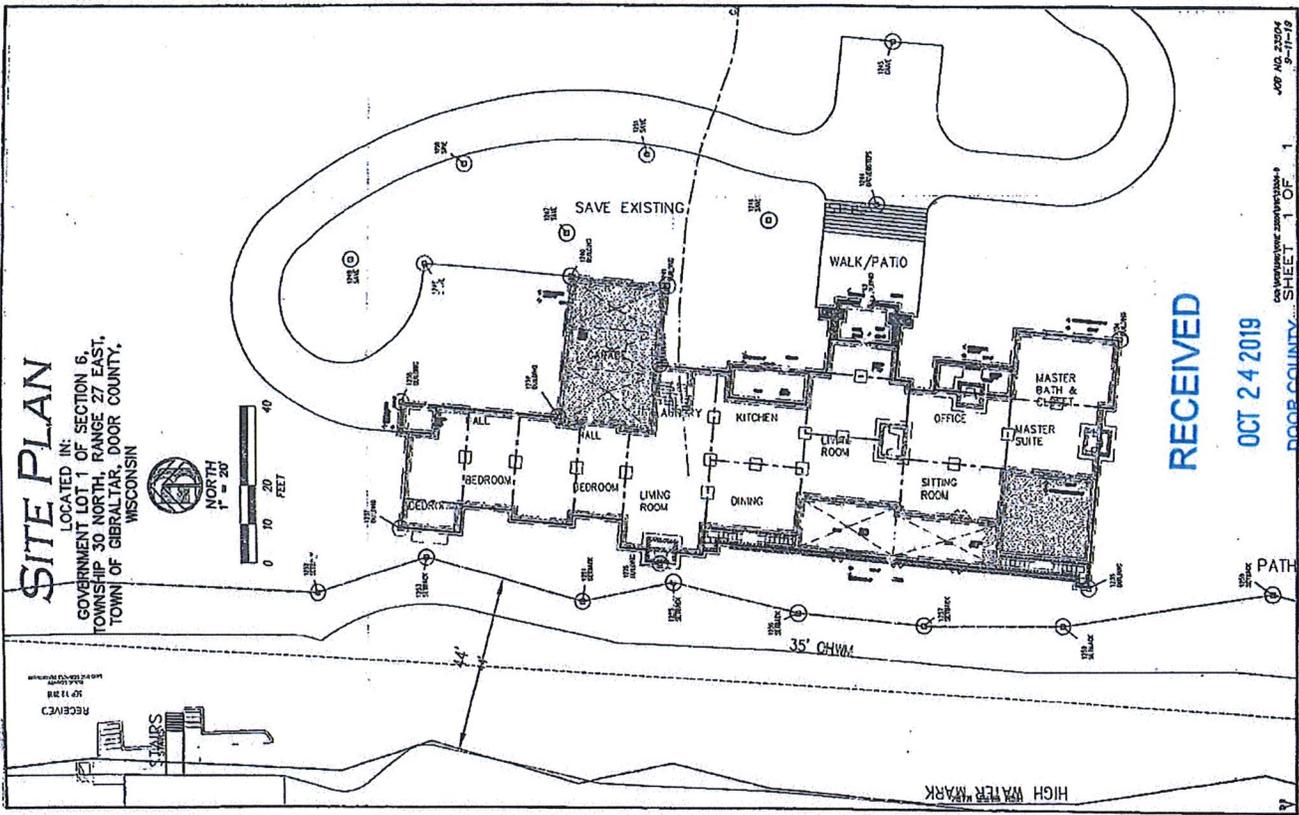
- TOWN BUILDING PERMIT REQUIRED -
CALL: BRETT GUILLETTE
920-495-3232

- TOWN DRIVEWAY PERMIT REQUIRED-NEW
DRIVEWAYS ONLY
CALL: TOWN OF GIBRALTAR
(920) 868-1714

Richard J. Grauer
Zoning Administrator
Door County Land Use Services Department
421 Nebraska Street- Government Center
Sturgeon Bay, WI 54235
TEL 920-746-2323
FAX 920-746-2387

RECEIVED
OCT 24 2019 LR
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

PLEASE KEEP ON PREMISES DURING CONSTRUCTION



SITE PLAN

LOCATED IN:
 GOVERNMENT LOT 1 OF SECTION 6,
 TOWNSHIP 30 NORTH, RANGE 27 EAST,
 TOWN OF GIBRALTAR, DOOR COUNTY,
 WISCONSIN



0 10 20 40
 FEET

RECEIVED

OCT 24 2019

DOOR COUNTY SHEET 1 OF 1

JOB NO. 23204
9-1-19

RECEIVED
30-11-18



HIGH WATER MARK

WALK

PATH

Tab 6

highways.

Institutional Recreation Camp: An area containing one or more permanent buildings used periodically for the accommodation of members of associations or groups for recreational purposes.

Institutional Residential: Convents, monasteries, sheltered care facilities, nursing homes, and protective living facilities where the residents live in an institutional environment. The residents may be members of an institution, or would have institutional care, or would be treated by staff.

Intensive agriculture: See Agriculture, Intensive.

Junk Material: Any inoperable motor vehicles, used tires which are not being put to a use, unusable household appliances, or unusable parts of motor vehicles.

Kennel: Any establishment wherein or whereon 8 or more dogs over the age of 5 months are kept for breeding, sale, or sporting purposes, or where boarding care is provided for compensation.

Land Disturbance: Any filling, grading, dredging, excavating or similar activity which alters the surface of a site for the purposes of preparing a site for development, creating ponds, or altering the topography of a site. Activities which meet the definition of nonmetallic mining or solid waste facility shall not be considered as a land disturbance.

Land Use Services Department: Door County Land Use Services Department. (Added: 27 March 2018; Ord. 2018-06)

Land Use Services Director: An authorized representative of the Resource Planning Committee appointed by the County of Door to supervise the operation of the Land Use Services Department and to carry out, or to delegate carrying out, the assigned responsibilities of this Ordinance. (Added: 27 March 2018; Ord. 2018-06)

Landing: A horizontal platform, the purpose of which is to provide a turn or resting place in a stairway.

Livestock: Any bovine, sheep, goat, pig, elk or other deer, llama, alpaca, or domestic fowl, including game fowl, raised in captivity, except that the keeping of up to eight chickens, excluding roosters, for personal use shall not be considered the keeping of livestock. (Added: 26 August 1997; Ord. 21-97) (Amended: 17 April 2012; Ord. 2012-14)

Living Quarters: A building or a portion of a building which provides, as a minimum, an area equipped or furnished for sleeping purposes, or those finished portions of a building in which normal residential activities occur. (Amended: 4 April 2011; Ord. No. 2011-04)

Lot: A continuous parcel of land, not divided by a public right-of-way, occupied or intended to be occupied by a principal structure or use and the accessory structures or

uses permitted thereto, and sufficient in size to meet the lot width and lot area provisions of this ordinance.

Lot Area: The area of a horizontal plane bounded by the front, side, and rear lot lines of a lot, but not including the area of any land below the ordinary high water mark of navigable waters.

Lot Line: A line bounding a lot which divides one lot from another lot or from a street or road.

Lot Line, Front: The lot line nearest to the centerline of the public or private road from which the lot takes access, except that for essentially rectangular lots abutting cul de sacs, the front lot line shall be that lot line which is generally parallel and closest to the centerline of the access road. (Amended: 23 March 1999; Ord.4-99)

Lot Line, Rear: In the case of rectangular or most trapezoidal shaped lots, that lot line which is generally parallel to and most distant from the front lot line of the lot. In the case of an irregular or triangular lot, a line 20 feet in length, entirely within the lot, parallel to, and at the maximum possible distance from, the front lot line.

Lot Line, Side: Any lot line other than a front or rear lot line.

Lot of Record: Any lot, the description of which is properly recorded with the Door County Register of Deeds, which at the time of its recordation complied with all applicable laws, ordinances, and regulations.

Lot Width: The shortest distance between side lot lines, measured through the midpoint of the shortest line that can be drawn between the front lot line and the rear lot line. (Amended: 23 March 1999; Ord. 4-99)

Manufactured Home: A dwelling unit which is, or was as originally constructed, designed to be transported after fabrication on its own wheels, or by a motor powered vehicle, arriving at a site where it is to be occupied as a residence (whether occupied or not) complete and ready for occupancy (with or without major appliances and furniture) except for minor and incidental unpacking and hook-up operations, and designed, equipped and used primarily for living quarters or is intended to be so used, and includes any additions, attachments, annexes, foundations, and appurtenances. (Amended: 4 April 2011; Ord. No. 2011-04)

Structures which are delivered to the site in halves or other modular arrangements (consisting of complete wall sections or large units fabricated off-premise by the manufacturer of the basic unit and designed and intended to be attached to the basic unit) and which when joined together exceed 18 feet in width throughout, meet minimum floor area requirements of this Ordinance, have a length to width ratio of not more than 2.5 to one (with length measured along the center of the longest roof axis and width measured perpendicular to the above at the completed unit's most narrow span), and which are placed upon a permanent foundation are considered single family residences

Tab

7

CHAPTER 703

CONDOMINIUMS

<p>703.01 Condominium ownership act. 703.02 Definitions. 703.03 Application of chapter. 703.04 Status of the units. 703.05 Ownership of units. 703.06 Alterations prohibited. 703.07 Establishment of condominium. 703.08 Notice prior to conversion of residential property to condominium. 703.09 Declaration. 703.093 Alternative procedure for amending declaration. 703.095 Modification and correction of recorded condominium instruments, amendments, and addenda. 703.10 Bylaws. 703.105 Display of the United States flag and political signs. 703.11 Condominium plat. 703.115 Local review of condominium instruments. 703.12 Description of units. 703.13 Percentage interests. 703.14 Use of common elements. 703.15 Association of unit owners. 703.155 Master associations. 703.16 Common expenses and common surpluses. 703.161 Annual budget. 703.163 Statutory reserve account. 703.165 Lien for unpaid common expenses, unpaid damages, and unpaid penalties. 703.17 Insurance. 703.18 Repair or reconstruction. 703.19 Eminent domain.</p>	<p>703.195 Acquisition of common elements by condemnors. 703.20 Books of receipts and expenditures. 703.205 Establishing fee amounts charged by association. 703.21 Separate taxation. 703.22 Construction and suppliers' liens. 703.23 Resident agent; exemption of unit owners from liability. 703.24 Remedies for violations by unit owner or tenant of a unit owner. 703.25 Tort and contract liability. 703.26 Expanding condominiums. 703.265 Addendum to plat to reflect changes in building codes or zoning ordinances. 703.27 Zoning and building regulations. 703.275 Merger or consolidation of condominiums. 703.28 Removal from provisions of this chapter. 703.29 Removal no bar to subsequent resubmission. 703.30 Rules of construction. 703.31 Personal application. 703.315 Lease or rental agreements for residential units. 703.32 Easements and encroachments. 703.33 Disclosure requirements. 703.335 Payoff statement for unpaid assessments and other obligations. 703.34 Blanket mortgages and other blanket liens affecting a unit at time of first conveyance. 703.35 Termination of contracts and leases. 703.36 Provisions requiring employment of declarant or vendor to effect sale. 703.365 Small condominiums. 703.37 Interpretation. 703.38 Applicability to existing condominiums.</p>
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NOTE: 2003 Wis. Act 283, which affected this chapter, contains extensive explanatory notes.

703.01 Condominium ownership act. This chapter shall be known as the "Condominium Ownership Act".

History: 1977 c. 407.

State and federal regulation of condominiums. Minahan, 58 MLR 55.

Condominium conversion and tenant rights — Wisconsin statutes section 703.08: What kind of protection does it really provide. Wynn, 63 MLR 73 (1979).

Transferring Declarant Rights and Obligations Under the Wisconsin Condominium Ownership Act. Ishikawa. Wis. Law. Feb. 1992.

Wisconsin's Revised Condominium Ownership Act. Hinkston. Wis. Law. Sept. 2004.

Advising Prospective Owners of Troubled Condominium Projects. Ishikawa. Wis. Law. Oct. 2009.

703.02 Definitions. In this chapter, unless the context requires otherwise:

(1b) "Addendum" means a condominium instrument that modifies a recorded condominium plat.

(1h) "Amendment" means a condominium instrument that modifies a recorded condominium declaration.

(1m) "Association" means all of a condominium's unit owners acting as a group, either through a nonstock, nonprofit corporation or an unincorporated association, in accordance with its bylaws and declaration.

(2) "Common elements" mean all of a condominium except its units.

(3) "Common expenses and common surpluses" mean the expenses and surpluses of an association.

(4) "Condominium" means property subject to a condominium declaration established under this chapter.

(5) "Condominium instruments" mean the declaration, plats and plans of a condominium together with any attached exhibits or schedules.

(6) "Conversion condominium" means a structure which, before the recording of a condominium declaration, was wholly or partially occupied by persons other than those who have contracted for the purchase of condominium units and those who occupied with the consent of the purchasers.

(6m) "Correction instrument" means an instrument drafted by a professional land surveyor that complies with the requirements of s. 59.43 (2m) and that, upon recording, corrects an error in a condominium plat. "Correction instrument" does not include an instrument of conveyance.

(7) "Declarant" means any owner who subjects his or her property to a condominium declaration established under this chapter. The term includes an assignee of the declarant under s. 703.09 (4).

(8) "Declaration" means the instrument by which a property becomes subject to this chapter, and that declaration as amended from time to time.

(9) "Expandable condominium" means a condominium to which additional property or units or both may be added in accordance with the provisions of a declaration and this chapter.

(10) "Limited common element" means a common element identified in a declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

(11) "Majority" or "majority of unit owners" mean the condominium unit owners with more than 50 percent of the votes assigned to the units in the condominium declaration.

(12) "Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

(13) "Person" means an individual, corporation, partnership, association, trustee or other legal entity.

(13r) "Professional land surveyor" means a professional land surveyor licensed under ch. 443.

(14) "Property" means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

(14g) "Removal instrument" means an instrument that complies with the requirements of s. 59.43 (2m) and that removes property from the provisions of this chapter upon recording. "Removal instrument" does not include an instrument of conveyance.

Tab 8

703.02 CONDOMINIUMS

(14m) “Small condominium” means a condominium with no more than 12 units.

(15) “Unit” means a part of a condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors, or parts thereof, in a building. A unit may include 2 or more noncontiguous areas.

(16) “Unit number” means the number identifying a unit in a declaration.

(17) “Unit owner” means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.

History: 1977 c. 407; 1985 a. 188; 1997 a. 333; 1999 a. 85; 2003 a. 283; 2007 a. 20; 2013 a. 358.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

The definition of “unit” under sub. (15) encompasses a property on which there is no constructed unit. *Aluminium Industries v. Camelot Trails*, 194 Wis. 2d 575, 535 N.W.2d 74 (Ct. App. 1995).

Small lock boxes were not “intended for any type of independent use” within the meaning of “unit” under sub. (15). Because there are no valid units, there could be no valid condominium units, and the conveyance of riparian rights to docks attempted to be transferred as common elements were not valid. *ABKA Limited Partnership v. DNR*, 2002 WI 106, 255 Wis. 2d 486, 648 N.W.2d 854, 99–2306.

Each unit identified in the condominium declaration is a unit for purposes of separate taxation under s. 703.21, regardless of whether the unit has been constructed. For purposes of identifying the “unit” as defined in sub. (15), a unit may exist without a building. *The Saddle Ridge Corp. v. Board of Review for Town of Pacific*, 2010 WI 47, 325 Wis. 2d 29, 784 N.W.2d 527, 07–2886.

Although the statutory definition of a “unit” under sub. (15) controls, it may be altered by other statutory provisions that look specifically to the declaration to define the substantive rights and obligations of unit owners. Section 703.15 (4) (d) 1. explicitly allows the declaration to determine the number of votes appurtenant to each plat unit. *Northernmaire Resort & Spa, LLC v. Northernmaire Condominium Association, Inc.* 2013 WI App 116, 351 Wis. 2d 156, 839 N.W.2d 116, 12–1707.

703.03 Application of chapter. This chapter applies only to property, a sole owner or all of the owners of which submit the property to the provisions of this chapter by duly executing and recording a declaration as provided in this chapter.

Master-planned communities are not part of the purpose behind ch. 703’s promulgation. Master-planned communities are an entirely different type and level of development than condominiums. A condominium is a multiple-unit complex, the units of which are individually owned, each owner receiving a recordable deed to the individual unit purchased and sharing in joint ownership of any common grounds or passageways. A master-planned community is a private quasi-town that may include different types of homes, including condominiums, commercial property, private streets and parks, and other recreational facilities. Just because a master-planned community has condominiums as part of the plan, a covenant governing the community is not subject to ch. 703. *Solowicz v. Forward Geneva National*, 2010 WI 20, 323 Wis. 2d 556, 780 N.W.2d 111, 08–0010.

History: 1977 c. 407.

703.04 Status of the units. A unit, together with its undivided interest in the common elements, for all purposes constitutes real property.

History: 1977 c. 407.

703.05 Ownership of units. A unit owner is entitled to the exclusive ownership and possession of his or her unit.

History: 1977 c. 407.

703.06 Alterations prohibited. Except as otherwise provided in this chapter, no unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

703.07 Establishment of condominium. (1) A condominium may only be created by recording condominium instruments with the register of deeds of the county where the property is located. A condominium declaration and plat shall be presented together to the register of deeds for recording.

(2) A condominium instrument, and all amendments, addenda and certifications of a condominium instrument, shall be recorded in every county in which any portion of the condominium is

Updated 17–18 Wis. Stats. 2

located, and shall be indexed in the name of the declarant and the name of the condominium. Subsequent instruments affecting the title to a unit which is physically located entirely within a single county shall be recorded only in that county, notwithstanding the fact that the common elements are not physically located entirely within that county. Subsequent amendments and addenda shall be indexed under the name of the condominium.

(3) All instruments affecting title to units shall be recorded and taxed as in other real property transactions.

History: 1977 c. 407; 1997 a. 333.

703.08 Notice prior to conversion of residential property to condominium. (1) Residential real property may not be converted to a condominium unless the owner of the residential real property gives prior written notice of the conversion to each of the tenants of the building or buildings scheduled for conversion. During the 60-day period immediately following the date of delivery of the notice a tenant has the first right to purchase the unit, if the unit is offered for sale at any time during that period, for any of the following:

- (a) The price at which the unit is being offered on the market.
- (b) The price contained in any accepted offer to purchase the unit.

- (c) The price otherwise agreed to by the tenant and the seller.

(2) A tenant may not be required to vacate the property during the 120-day period immediately following the date of delivery of the notice required under sub. (1) except for:

- (a) Violation of a covenant in the lease; or
- (b) Nonpayment of rent.

(3) A tenant may waive in writing his or her first right of purchase under sub. (1), his or her right to remain on the property under sub. (2), or both.

History: 1977 c. 407; 2003 a. 283.

NOTE: 2003 Wis. Act 283, which affected this section, contains extensive explanatory notes.

Condominium conversion and tenant rights — Wisconsin statutes section 703.08: What kind of protection does it really provide. *Wynn*, 63 MLR 73 (1979).

703.09 Declaration. (1) A condominium declaration shall contain:

(a) The name and address of the condominium and the name shall include the word “condominium” or be followed by the words “a condominium”.

(b) A description of the land on which the condominium is, or is to be, located, together with a statement of the owner’s intent to subject the property to the condominium declaration established under this chapter.

(c) A description of each unit, including its perimeters, location, and any other data sufficient to identify the unit with reasonable certainty.

(d) A general description of the common elements together with a designation of those portions of the common elements that are limited common elements and the unit to which the use of each is restricted. Fixtures designed to serve a single unit, located contiguous to the unit’s boundaries, are deemed limited common elements appertaining to that unit exclusively and need not be shown or designated as limited common elements in the condominium instruments.

(e) The percentage interests appurtenant to each unit.

(f) The number of votes at meetings of the association of unit owners appurtenant to each unit.

(g) Statement of the purposes for which the building and each of the units are intended and restricted as to use.

(h) The name and address of the resident agent under s. 703.23.

(i) Provision as to the percentage of votes by the unit owners which shall be determinative of whether to rebuild, repair, restore or sell the property in the event of damage or destruction of all or part of the property.

(j) Any further details in connection with the property which the person executing the declaration deems desirable to set forth

Tab

9

DOOR COUNTY COMPREHENSIVE ZONING ORDINANCE

TABLE OF CONTENTS

CHAPTER 1 TITLE; AUTHORITY; AND GENERAL PROVISIONS

1.01	Title.....	1-1
1.02	Authority	1-1
1.03	Contents	1-1
1.04	Purpose	1-1
1.05	Compliance.....	1-2
1.06	Force and effect	1-2
1.07	Abrogation and greater restrictions	1-3
1.08	Interpretation and application	1-4
1.09	Severability	1-4
1.10	Warning and disclaimer of liability	1-4
1.11	Vesting of rights.....	1-4
1.12	Withdrawal by zoned towns.....	1-5
1.13	Commentary	1-5
1.14	Headings	1-5

CHAPTER 2 ZONING DISTRICTS AND ZONING MAP; USE REGULATIONS

2.01	Zoning districts	2-1
2.02	Zoning map	2-2
2.03	Purpose and intent of zoning districts.....	2-3
2.04	Types of uses	2-8
2.05	Principal uses	2-8
2.06	Accessory uses	2-27
2.07	Temporary uses	2-27
2.08	Uses not listed	2-28

CHAPTER 3 GENERAL REQUIREMENTS

3.01	Compliance.....	3-1
3.02	District requirements.....	3-1
3.03	(Amended and relocated 5 Oct. 1998, Ord. 22-98)	3-9
3.04	Lot requirements	3-10
3.05	Setbacks from roads	3-10
3.06	Additional setbacks from roads for large buildings	3-12
3.07	(Relocated to shoreland ordinance, 20 Sept. 2016, Ords. 2016-12 & 2016-14)	3-13
3.08	Height requirements	3-13
3.09	Front, rear, and side yards	3-15
3.10	Landscape buffers	3-16
3.11	Floor area requirements	3-19
3.12	Accessory structures	3-20
3.13	Outdoor storage of junk material	3-23
3.14	Filling and grading	3-24
3.15	Special development requirements	3-25
3.16	(Deleted 30 Sept. 2010; Ord. 2010-13)	3-27
3.17	Alleys	3-27

GENERAL REQUIREMENTS 3.04(5)

3.03 Multiple occupancy development requirements. (This section deleted effective 5 Oct. 1998; Ord. 22-98) (For Multiple Occupancy Development Requirements, see Section 4.08(8), page 82a.) (Typographical errors corrected: 20 Sept. 2016; Ord. 2016-14)

3.04 Lot requirements.

(1) No lot shall hereafter be created which does not meet the minimum width and area requirements of this Ordinance. No lot shall be so reduced that it fails to meet any density, dimensional, or other requirement of this Ordinance. (Amended: 20 Sept. 2016; Ord. 2016-14)

(2) Lot of record required. Every building hereafter erected, structurally altered, or relocated shall be placed on a lot of record.

(3) Access to road. No lot shall hereafter be created nor any building placed on a lot which does not have an access to a public road or a private road which is described and recorded in the Door County Register of Deeds office. The property owner shall be responsible for securing such access.

(4) Except for multiple occupancy developments, only one single family residence, one duplex, or one manufactured home shall be permitted on a lot or a site condominium unit, as defined by the county land division ordinance. (Amended: April 17 2007; Ord. 2007-09) (Amended: 22 May 2018; Ord. 2018-10)

(5) Lots created prior to the effective date of this Ordinance. Lots which were created before the effective date of this Ordinance shall be considered building sites provided they meet the criteria established in both pars.(a) and (b): (Amended: 20 Sept. 2016; Ord. 2016-14)

(a) They are of record in at least one of the following forms to establish the lot's date of creation:

1. A recorded land subdivision or certified survey map on file in the Door County Register of Deeds Office showing the lot in its present form.
2. A lot of record by means of a deed or land contract on file in the Door County Register of Deeds Office and which predates the effective date of this Ordinance.
3. (Deleted: 23 June 1998, Ord. 11-98)
4. A recorded condominium plat.

(b) Minimum lot requirements for lots created prior to the effective date of this Ordinance. A legally-created lot or parcel that met minimum area and width requirements when created but does not meet current lot size requirements may

Tab 10

**DOOR COUNTY SHORELAND ZONING ORDINANCE
TABLE OF CONTENTS**

I.	Statutory Authority, Findings of Fact, Statement of Purpose and Intent	
	A. Statutory Authority	1
	B. Findings of Fact	1
	C. Purpose and Intent	1
II.	General Provisions	
	A. Effective Date	2
	B. Applicability	2
	C. Definitions	3
	D. Variances and Appeals	5
	E. Interpretation	5
	F. Severability	5
III.	Shoreland-Wetlands Zoning District	
	A. Establishment	6
	B. District Boundaries	8
	C. Amendments	8
IV.	Shoreland Zoning Regulations	
	A. Preface	9
	B. Zoning Standards	10
	1. Minimum Lot Sizes	10
	2. Building Setbacks	11
	3. Vegetation	13
	4. Filling, Grading, Lagooning, Dredging, Ditching, and Excavating	13
	5. Impervious Surfaces	14
	6. Height	16
	7. Nonconforming Structures and Uses	16
	C. Land Division Review	19
	D. Sanitary Regulations	19
	E. Administrative and Enforcement Provisions	20
V.	Comprehensive / General Zoning and Regulation of Matters that are Not Shoreland Zoning Standards	
	A. Towns Subject to Door County Comprehensive Zoning Ordinance	22
	B. Towns Not Subject to Door County Comprehensive Zoning Ordinance	22
VI.	§ 59.692, Wis. Stats., and Ch. NR 115, Wis. Adm. Code.	
	A. Incorporation Herein	22
	B. Consistency	22

proposed developments.

- a) The provisions of Ch. 6, Door County Comprehensive Zoning Ordinance, to the extent that such provisions do not conflict with any provisions of this ordinance, are incorporated herein with the same force and effect as if such provisions had been set out herein.
- b) If any of the provisions of Ch. 6, Door County Comprehensive Zoning Ordinance, conflict with any provision of this ordinance, then such provisions of Ch. 6 shall be deemed inoperative to the extent they so conflict.

For purposes of planned unit developments (i.e., conservation subdivisions) only, the zoning districts to be applied for towns that have not approved Door County's Comprehensive Zoning Ordinance shall be as depicted on the Door County Zoning Maps dated September 19, 2016, on file in the Land Use Services Department and incorporated herein by reference as if set forth in full.

2. **Building Setbacks.** [§ NR 115.05(1)(b), Wis. Adm. Code, and § 59.692 (1n), Wis. Stats.]

- a. These building setbacks are established to conform to health, safety, and welfare requirements, preserve natural beauty, reduce flood hazards, and avoid water pollution.
- b. Shoreland setback. Except where allowed under par. c. below or where exempt under par. d. below, a setback of 75 feet from the ordinary high-water mark of any navigable waters to the nearest part of a building or structure shall be required for all buildings and structures.
- c. Setback averaging
 - 1) If the closest principal structure in each direction along the shoreline to a proposed principal structure exists **on an adjacent lot** and within 250 feet of the proposed principal structure and both of the existing principal structures are set back less than 75 feet from the ordinary high-water mark, the setback will be equal to the average of the distances that those structures are set back from the ordinary high-water mark but no less than 35 feet.
 - 2) If a principal structure exists **on an adjacent lot** and within 250 feet of a proposed principal structure in only one direction along the shoreline, is the closest principal structure to the proposed principal structure, and is set back less than 75 feet from the ordinary high-water mark, the setback is equal to the average of 75 feet and the distance that the existing structure is set back from the ordinary high-water mark but no less than 35 feet.
- d. Exempt structures. All of the following structures are exempt from the shoreland setback standards in par. b above:
 - 1) Boathouses located entirely above the ordinary high-water mark and entirely within the access and viewing corridor that do not contain plumbing and are not used for human habitation [§ 80.01(1d), Wis. Stats.].
 - a) This section does not prohibit repair and maintenance of boathouses located above the ordinary high-water mark.
 - b) The owner of an existing boathouse in the shoreland setback area that has a flat roof may use the roof as a deck if the conditions set forth in § 59.692 (1o), Wis. Stats. are met.
 - c) Boathouses shall be designed, constructed and used solely for the storage of boats and related equipment. Features (e.g., fireplaces and patio doors) inconsistent with these uses are prohibited.
 - d) The use of boathouses for human habitation is prohibited.
 - e) Boathouses shall not be constructed or placed below the ordinary high water mark of any navigable water.

Brauer, Rick

From: Gartner, Thomas O (12716) <togartner@michaelbest.com>
Sent: Monday, January 27, 2020 11:02 AM
To: Brauer, Rick; THOMAS, GRANT
Cc: 'jsmith@pinkertlawfirm.com'; Pinkert, Jon R; Witkov, Adam E (18292)
Subject: FW: Door County Board of Adjustment - Appellants Exhibits_0128.2020
Attachments: Door County Board of Adjustment - Appellants Exhibits_0128.2020 -- 27395752 v1.PDF

Gentlemen:

Attached for your consideration is a pdf of the Index to Exhibits and attachments which we plan to present tomorrow at the Board of Adjustment. We will also bring ten hard copies for distribution to the Board.

Please let me know if there are any additional issues to be addressed in advance of the hearing.

TOG

Thomas O. Gartner

Senior Counsel

T 414.270.2716 | michaelbest.com



From: Cao, Yili (12728) <ycao@michaelbest.com>
Sent: Friday, January 24, 2020 3:37 PM
To: Gartner, Thomas O (12716) <togartner@michaelbest.com>
Subject: Door County Board of Adjustment - Appellants Exhibits_0128.2020

Yili Cao

Legal Assistant

E ycao@michaelbest.com

T 414.270.2728 | F 414.277.0656 | michaelbest.com

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Submitted by
Atty Thomas Gartner

1-28-20

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VOL 534 PAGE 383

Ex 8
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AGREEMENT CREATING RESTRICTIVE COVENANTS

We, the undersigned, being all of the owners of the real property in the Town of Gibraltar, Door County, State of Wisconsin, depicted on the map attached hereto as Exhibit "A" and legally described on the individual signature pages of this document, for the purpose of maintaining fair and adequate property values and of continuing all of the property described herein as a desirable residential part of the Town of Gibraltar, in consideration of our mutual interests as owners of the property herein described, covenant and agree with one another that none of us, or our heirs, executors, administrators, successors, or assigns, will ever violate the following restrictive covenants.

The tract numbers contained in the following paragraphs refer to the tract numbers appearing on Exhibit "A" hereto and run from 1 to 54, inclusive, with the exception of Tracts 11, 12, 13, and 14 which are specifically excluded from the terms, conditions, and restrictions contained in this Agreement. The owners of Tracts 1 through 10, and 15 through 54 and the corresponding legal descriptions of said tracts are set forth on the individual signature pages of this document which follow.

1. Tracts Restricted to a Single Dwelling. Tracts 2 (Schneider), 4 (Klinkenberg), 6 (Von Schrader), 7 (Curry), 8 (Cadwallader), 9 (Harris), 19 (Mastin), 21 (Maltman), 31 (Clay), 33 (Rogers), 35 (Guenzel), 36 (Beach), 37 (Beach), 38 (Gruesen), 39 (Vittum), 41 (Flagg), 45 (Remaley), 47 (Apfelbach), 49

(Blair), and 51 (P. Haggerty) each contain a single dwelling house. No additional dwelling houses shall be constructed, erected, placed, or permitted on any of said tracts, however, such additional accessory buildings as may be permitted by the Door County Zoning Ordinance may be constructed, erected, placed, or permitted on any of said tracts.

2. Tracts Containing Two Dwellings With One Additional Dwelling Permitted. Tracts 1 (Schneider) and 27 (Strom) each contain two dwelling houses. One additional dwelling house and such accessory buildings as may be permitted by the Door County Zoning Ordinance may be constructed, erected, placed or permitted on each of said tracts. Tract 1 may not be divided so as to create any additional tracts therefrom.

3. Tracts Containing One Dwelling with One Additional Dwelling Permitted. Tracts 15 (B. Haggerty), 17 (Goelz), 25 (Hambleton), 29 (Beechwood - shore), and 52 (Nelson) each contain a single dwelling house. One additional dwelling house and such accessory buildings as may be permitted by the Door County Zoning Ordinance, may be constructed, erected, placed or permitted on each of said tracts. Tracts 25 and 29 may not be divided so as to create any additional tracts therefrom.

4. Vacant Tracts Which May be Improved by a Single Dwelling. Tracts 5 (Klinkenberg), 10 (Harris), 23 (Maltman), 30 (Beechwood - east/road), 32 (Clay), 40 (Flagg), 42 (R. B. Flagg Development Corp.), 43 (R.B. Flagg Development Corp.), 44 (Remaley), 46 (Janiak) and 50 (Haggerty) are presently vacant

tracts. A single dwelling house and such accessory buildings as may be permitted by the Door County Zoning Ordinance may be constructed, erected, placed or permitted on each of said tracts.

5. Tract Containing Three Dwelling Houses With One Additional Dwelling Permitted. Tract 54 (Clark) contains three dwelling houses. One additional dwelling house and such accessory buildings as may be permitted by the Door County Zoning Ordinance may be constructed, erected, placed or permitted on said tract. Tract 54 may not be divided so as to create any additional tracts therefrom.

6. Tracts With Non-Dwelling Improvements. Tracts 3 (Schneider), 16 (B. Haggerty), 18 (Goelz), 20 (Mastin), 22 (Maltman), 24 (Maltman), 26 (Hambleton), 28 (Strom), 34 (Guenzel), 48 (Blair) and 53 (Clark) contain no dwelling houses but certain of said tracts contain improvements such as garages, tennis courts and parking areas. No dwelling houses may be constructed, erected, placed or permitted on any of said tracts; however, the existing improvements located on said tracts may be maintained, repaired and replaced in the event that they are destroyed, demolished or removed from said tracts. In addition, any accessory buildings, recreational facilities or parking areas permitted by the Door County Zoning Ordinance may be constructed, erected, placed or permitted on any of said tracts. Tract 10 contains a small stone building which is not a dwelling house but which contains bathroom facilities which will be connected to the Fish Creek Sanitary District sewer collection system.

7. Destruction of Existing Improvements. In the event that any dwelling houses or accessory buildings located or to be located upon any of the tracts described herein and which are permitted under the terms of this Agreement are destroyed, demolished or removed from any of said tracts, then a replacement dwelling house and such accessory buildings as may be permitted by the Door County Zoning Ordinance may be constructed, erected, placed or permitted on said tract. Any dwelling houses or buildings now existing or hereafter erected on any such tract may be remodeled, refurbished or enlarged at any time consistent with the requirements of the Door County Zoning Ordinance.

8. Restriction to Residential Use. None of the tracts herein described shall be used for anything other than dwelling houses, accessory buildings, recreational facilities, and parking areas which are permitted under the Door County Zoning Ordinance. Multiple owners of a dwelling house may share the use of any such dwelling house. No tract may be used for multiple unit dwellings, bed and breakfast establishments, or for commercial purposes. No mobile homes may be placed on any tract described herein. None of the tracts herein described shall be used for nursing homes, hospitals, medical and dental offices, funeral homes, household occupations or professional home offices.

9. Exclusion of Portions of Tracts 28, 30, and 36. Notwithstanding anything to the contrary contained herein, this "Agreement Creating Restrictive Covenants" shall not apply to,

effect, restrict, or in any manner limit the use of Tracts 11, 12, 13, and 14 (Northwestern Investment), nor in any manner limit the use of those portions of Tracts 28 (Strom), 30 (Beechwood), and 36 (Beach) which are located above the bluff which is east of Cottage Row.

10. Covenant Running With the Land. This Agreement constitutes a mutual covenant running with the land, and shall inure to the benefit of and be enforceable by any owner and all successive future owners of any of the property described herein, all of whom shall have the same right to invoke and enforce the provisions of this Agreement.

The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding upon the parties hereto and all persons claiming under them for a period of twenty (20) years from the date this instrument is recorded, after which time such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of all of the property described herein has been recorded, agreeing to change such covenants, conditions, and restrictions in whole or in part.

11. Miscellaneous. This Agreement shall take effect and be in full force when executed by all of the owners of Tracts 1 through 10 and 15 through 54 depicted on Exhibit "A" and shall then be placed on record with the Register of Deeds Office for Door County, Wisconsin.

This Agreement may be signed by the undersigned owners in counterpart and the individual signed counterparts, taken together, shall constitute one agreement which shall be binding upon all owners. The original of this document containing six (6) pages with the executed individual signature pages attached thereto shall be recorded as a single document and the undersigned owners expressly authorize the recording of this Agreement in the foregoing manner.

It is expressly understood and agreed that if any covenant, condition or restriction contained in this instrument, or any portion of any such covenant or condition or restriction, is held by a court of competent jurisdiction to be invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction contained in this instrument.

IN WITNESS WHEREOF, each of the parties to this Agreement have caused it to be executed on the date set forth opposite their signature.

This document drafted by:

Return:

Attorney James R. Smith
Pinkert, Smith, Weir, Jinkins
& Nesbitt
454 Kentucky Street
P.O. Box 89
Sturgeon Bay, WI 54235-0089
(414) 743-6505

agrmts\cotrow.nov
11/12/92 mah

RECORDED
Time....8:15 AM.

OCT 11 1993

Marilyn Ordine
REGISTER OF DEEDS
DOOR COUNTY WIS.
By: _____
Tract Indexed

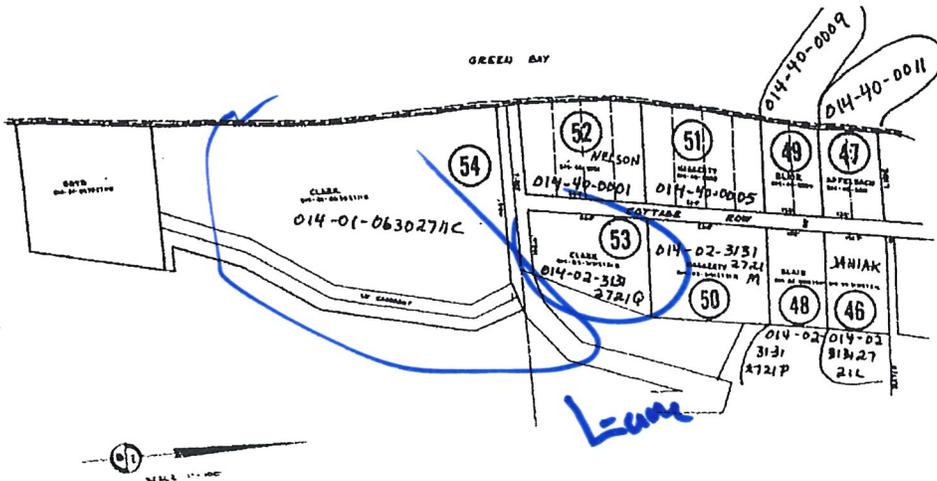
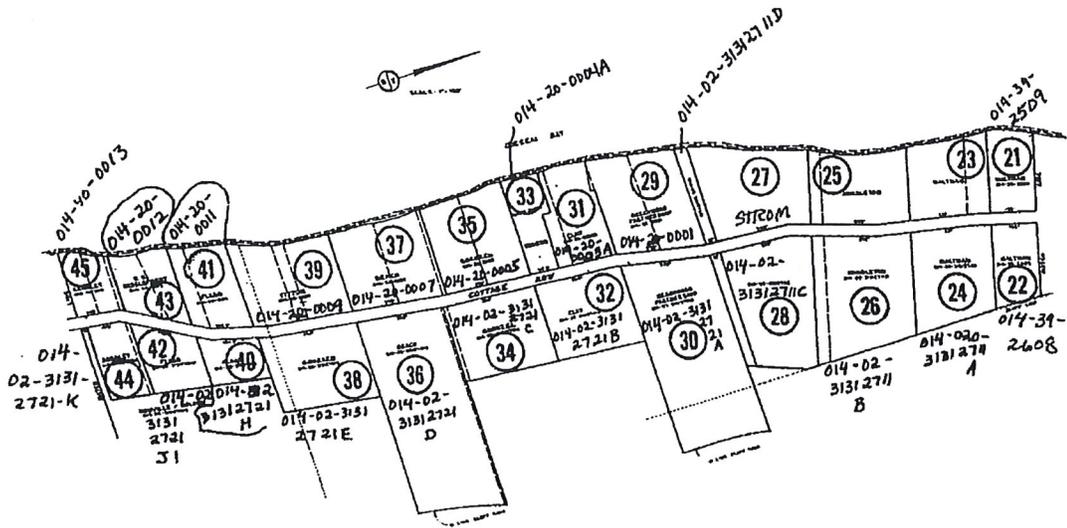
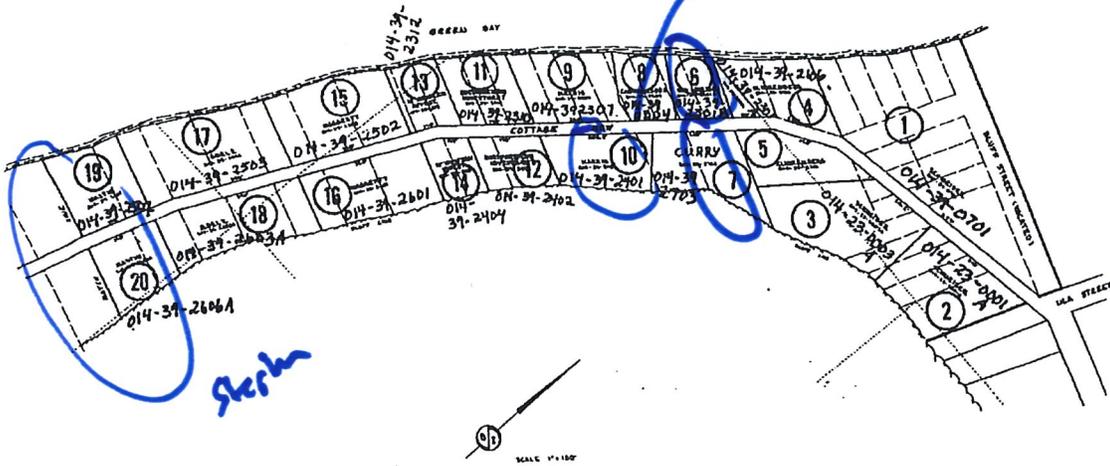
108⁰⁰
1110
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EXHIBIT "A"
OWNERSHIP MAP

VOL 534 PAGE 389

PREPARED FOR:
FISH CREEK SANITARY DISTRICT INC
P.O. BOX 55
FISH CREEK, WY. 82422

PREPARED BY:
BALDWIN INCORPORATED
325 PENNSYLVANIA AVE.
STURGEON MOUNTAIN, WY. 82429
JOB NO. 1849
DATE 10/2/88



SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
SCHNEIDER
TRACTS 1, 2, 3

Owner: Donald Schneider a/k/a Donald J. Schneider

Tax Parcel Nos.: 014-23-0001A
014-23-0003A
014-39-0701

Legal Description:

Tract 1: A tract of land in Government Lot 5, Section 29-31-27 East, Door County, Wisconsin, described as follows:

Lots 1, 2, 3, and 4, in Block 7 and the South 99 feet of Lots 1, 2, 3, and 4 in Block 8, all in the original Asa Thorp Town Plat of Fish Creek; Lots 1, 2, 3, 4, and 5 in Block 21, and part of Lots 1, 2, and 3 and all of Lots 4, 5, and 6 in Block 22, all in Additional to Asa Thorp's Original Plat of Fish Creek; and two small unplotted tracts in Government Lot 5, Section 29-31-27; all of said property being more fully described as follows:

Beginning at an iron pin at the Northeast corner of Lot 1, Block 7, Original Asa Thorp Plat, Village of Fish Creek, Wisconsin, recorded in Volume B page 521, Register of Deeds office, Door County, Wisconsin, thence chain North 73 degrees West parallel with Main Street 300.9 feet to the center of Evergreen Street (vacated), thence chain South 17 degrees West along the center line of Evergreen Street 66 feet; thence chain North 73 degrees West 472 feet more or less to the shore of Green Bay; thence chain Southerly along the shore to a point where it intersects the South side line of Lot 1, of Block 21, Additional to Asa Thorp's Original Plat of Fish Creek, Wisconsin; thence chain South 73 degrees East along the South line of said Lot 1, Block 21, 300 feet more or less to the Northwesterly side line of Resort Street as now traveled; thence chain North 75 degrees 36 minutes East along the Northerly side line of Resort Street 659.4 feet to a point on the westerly side line of Ula Street; thence chain North 17 degrees East along the West side line of Ula Street 219.3 feet to the place of beginning, together with riparian rights and all vacated streets. The above tract is known as "Clark Homestead" Plat of which is recorded in Plat Book #2, page 24, Register of Deeds, Door County, Wisconsin subject to easements, reservations, and restrictions of record.

Together with the tenements, heritaments and appurtenances thereto belonging to or in nay wise appertaining.

Tract 2: A tract of land located in Gov't Lot 1 and the NE 1/4 of the NW 1/4 of Section 32 and Gov't Lot 5, Section 29 all in Township 31 North, Range 27 East, described as follows: Starting at a point which marks the Northwest corner of the intersection

of Main Street and Ula Street in Asa Thorp's Town Plat of Fish Creek; thence South 17° West along the Westerly side of Ula Street; 490 feet to an iron monument marking the Northeastly corner of the George M. Clark Homestead Plat recorded in Vol. 2 of Plat Books, page 15 now on page 8, Hanger 52 in the office of the Register of Deeds for Door County, Wisconsin; thence South 75°36' West a distance of 330 feet to an iron pin marking the Northwestly corner of Lot 4 in said plat, thence South 3° 31' East a distance of 160.7 feet to a point on the Easterly line of said Lot 4; thence Southerly to a point on Gibraltar Bluff which is 24 feet Easterly of the Southeastly corner of said Lot 4; thence Northeastly along the base of Gibraltar Bluff to a point where said Bluff intersects the Westerly line of said Ula Street, extended, thence Northerly along the said Westerly line of Ula Street extended to an iron monument, the point of beginning. Intending to describe Lots 1 and 2 and parts of Lots 3 and 4 of George M. Clark Homestead Plat in Village of Fish Creek, Door County, Wisconsin.

Tract 3: That portion of Government Lot Five (5), Section Twenty-nine (29) and that portion of Government Lot One (1), Section Thirty-two (32), Township Thirty-one (31) North, Range Twenty-seven (27) East, Town of Gibraltar, Door County, Wisconsin, described as follows: Commencing at the northwest corner of Ula and Main Streets marked by a 1" iron pin, thence South 16 deg. 50'50" West along the westerly line of said Ula Street 489.60 feet to a 1" iron pin, thence South 75 deg. 36'04" West 330.10 feet to a 1" iron pin marking the place of beginning; thence South 03 deg. 36'48" East 216.71 feet to Gibraltar Bluff; thence South 68 deg. 50'47" West along said bluff 294.76 feet to a 1" iron pin; thence North 72 deg. 31'41" West 136.79 feet to a 1 1/4" iron pipe marking the Southeast corner of Lot 2, Block 27 of Asa Thorp's Plat, thence North 38 deg. 38'32" East along the easterly line and extension thereof said Block 27 291.58 feet to a 1" iron pipe, thence North 75 deg. 35'53" East 216.44 feet to the place of beginning.

Date 12/17/93

D. J. Schneider
 Donald Schneider a/k/a
 Donald J. Schneider

STATE OF WISCONSIN)
) SS.
 COUNTY OF BROWN)

Personally came before me this 17 day of December 1992, the above named Donald Schneider a/k/a Donald J. Schneider, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Kathy Jerry
 Notary Public, State of Wisconsin
 My Commission: July 4, 1993

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
VON SCHRADER
TRACT 6

Owner: Mary Jane von Schrader and Alice von Schrader
Mayfield, Trustees U/I of Mary Jane von
Schrader dtd. 5/3/89

Tax Parcel No.: 014-39-2301B

Legal Description:

That part of Lot One (1) Block Twenty-three (23) in Asa Thorp's Plat in the Village of Fish Creek described as follows:

Commencing at the southeast corner of said Lot One (1); running thence westerly along the southerly line of said lot to the shore of Green Bay; thence northerly along said shore 15 feet; thence north $69^{\circ} 35'$ west to the east line of said lot (the westerly line of Resort Street); thence southerly along said line 9 feet to the place of beginning.

All of Lot Two (2) Block Twenty-three (23) in Asa Thorp's Plat in the Village of Fish Creek.

That part of Lots Three (3) and Four (4), Block Twenty-three (23), Asa Thorp's Plat in the Village of Fish Creek, described as follows:

Commencing at the southeasterly corner of said Lot Three (3); thence south $38^{\circ} 19'$ west along the east line of said Lot Four (4) 6.7 feet (said point being the intersection of the southerly side of a stone wall and the westerly side of Resort Street); thence north $64^{\circ} 26'$ west (said course being along the southerly side of said stone wall and an extension thereof and passing through a brass pin approximately 16 feet from the shore of Green Bay) to said shore of Green Bay; thence northerly along said shore to the northerly line of said Lot Three (3); thence south $72^{\circ} 55'$ east along the northerly line of said Lot Three (3) to the east line of said lot; thence south $38^{\circ} 19'$ west 67 feet along the east line of said lot to the place of beginning.

Subject to building lines, conditions, restrictions, zoning ordinances and easements, of record, if any.

Date 7-1-1993

Mary Jane von Schrader
Mary Jane von Schrader,
Trustee U/I of Mary Jane von
Schrader dtd. 5/3/89

Date June 26, 1993

Alice von Schrader Mayfield
Alice von Schrader Mayfield,
Trustee U/I of Mary Jane von
Schrader dtd. 5/3/89

STATE OF WI)
) SS.
COUNTY OF Door)

Personally came before me this 1st day of July, 1993, the above named Mary Jane von Schrader, Trustee U/I of Mary Jane von Schrader dtd. 5/3/89, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Judith J. Smith
Notary Public, State of WI
My Commission: 2-13-94

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Personally came before me this 26 day of June, 1993, the above named Alice von Schrader Mayfield, Trustee U/I of Mary Jane von Schrader dtd. 5/3/89, to me known to be the person who executed the foregoing instrument and acknowledged the same.



KAREN W. BISHOP
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES FEB. 10, 1997
Karen W. Bishop
Notary Public, State of Missouri
My Commission: February 10, 1997

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
ESK
TRACT 8

Owner: ESK, A Wisconsin Partnership

Tax Parcel Nos.: 014-39-2304

Legal Description:

All that certain real property situated in the County of Door and State of Wisconsin, described as follows:

A tract of land in Government Lot One (1), Section Thirty-two (32), Township Thirty-one (31) North, Range Twenty-seven (27) East, Door County, Wisconsin being parts of Lots Three (3), Four (4), Five (5), and Six (6) of Block Twenty-three (23) Asa Thorp's addition to the Village of Fish Creek, recorded in Plat Book 1, page 25, Register of Deeds office, Door County, Wisconsin, described as follows: Beginning at a steel point on the Westerly side of a stone wall, which marks the location of the Southeast corner of Lot Five (5), Block 23, Asa Thorp's Addition to Fish Creek; thence North $75^{\circ} 24'$ W 43.1 feet to a 6 in. by 6 in. stone monument; thence North $68^{\circ} 38'$ W along the Northerly side line of a stone wall 112.5 feet to the end of the wall; thence North $68^{\circ} 38'$ West to an iron pin on the shore of Green Bay about 25 feet from the water's edge, measured along the last described line, extended, said pin being North $68^{\circ} 38'$ West 141.3 feet from the 6 in. by 6 in. stone monument; thence from the iron pin North $41^{\circ} 25'$ East 148.1 feet to a brass pin, which is 16 feet, more or less, from the waters of Green Bay, measured along the following line extended Westerly; thence South $64^{\circ} 26'$ East 38.6 feet to the Westerly end of a 20 inch stone wall; thence on the same course Southerly $64^{\circ} 26'$ East along the Southerly line of said stone wall to a cross cut in the wall where it intersects the Westerly side line of Resort Street, said cross being 170.9 feet from the aforesaid brass pin and South $38^{\circ} 19'$ East 6.7 feet from an iron pin at the Northeast corner of Lot Four (4), Block 23, Asa Thorp's Addition to Fish Creek; thence South $38^{\circ} 19'$ West along the West side line of Resort Street 127.3 feet to the place of beginning, with all riparian rights on Green Bay.

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTSHARRIS
TRACTS 9 AND 10

Owner: Sydney J. Harris and Patricia Harris

Tax Parcel Nos.: 014-39-2307
014-39-2106

Legal Description:

All of Lots Seven (7), Eight (8) and a part of Lot Six (6) in Block Twenty-three (23), all located in Asa Thorp's recorded plat of the Village of Fish Creek, more particularly described as follows, to-wit: Beginning at the Southwest corner of the tract of land heretofore deeded by the grantor to Elsie C. Eifler and Viola Eifler by deed dated 10/8/51 and recorded 10/29/51 in Vol. 84 of Deeds, page 121 in the office of the Register of Deeds for Door County, Wisconsin; thence running southerly along the westerly boundary of Lots Six (6), Seven (7), Eight (8) and Nine (9), Block Twenty-three (23), in Asa Thorp's plat, 247.9 feet, more or less, to the southerly boundary of Lot Nine (9) in said Block Twenty-three (23), in Asa Thorp's Plat; thence Easterly along the southerly boundary of Lot Nine (9), Block Twenty-three (23), Asa Thorp's Plat, to the East boundary of said Lot Nine (9) on the westerly boundary of Resort Street; thence northerly along the easterly boundary of Lots Nine (9), Eight (8), Seven (7) and Six (6) in said Block Twenty-three (23) to the Southeast corner of the tract heretofore deeded by the grantor to Elsie C. Eifler and Viola Eifler by deed dates 10/8/51 and recorded 10/29/1951 in Vol. 84 of Deeds, page 121 in the office of the Register of Deeds for Door County, Wisconsin; thence northwesterly along the southerly boundary of said tract to the place of beginning.

Also, a tract described as follows: A tract of land partly in Lot Four (4), Block Twenty-seven (27), of Asa Thorp's Addition to Fish Creek, recorded in Plat Book 1, page 29, Register of Deed's office, Door County, Wisconsin, and partly in Lot One (1), Block Twenty-four (24), Asa Thorp's Addition to Fish Creek recorded in Plat Book 1, page 27, described as follows: Starting at an iron pin which marks the southwest corner of Lot Four (4), Block Twenty-seven (27), Asa Thorp's Addition to Fish Creek; thence North $38^{\circ} 19'$ East along the Easterly side of Resort Street 40.2 feet to a point, the place of beginning to the tract to be described; thence South $47^{\circ} 58'$ East 160 feet, more or less, to the easterly side line of Lot One (1), Block Twenty-four (24), Asa Thorp's Addition recorded in Plat Book 1, page 27, Register of Deeds office, Door County, Wisconsin; thence southwesterly along the bluff 246 feet, more or less, to the south side line of said Lot One (1), Block Twenty-four (24);

thence North 72° 55' West along the said south side line 145 feet, more or less, to the east side line of Resort Street; thence North 38° 19' East along the East side line of Resort Street 308.2 feet to the place of beginning.

~~January 27, 1993~~
Date

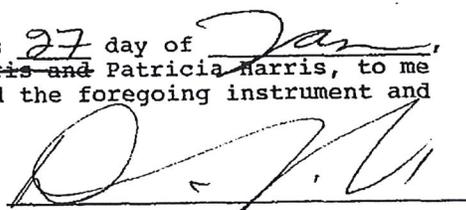
~~Notarized 12-7-1986~~
Sydney J. Harris

January 27, 1993
Date

Patricia Harris
Patricia Harris

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

Personally came before me this 27 day of Jan, 1993, the above named ~~Sydney J. Harris and Patricia Harris~~, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Illinois
My Commission: _____



SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
HAGGERTY
TRACTS 15 AND 16

Owner: Beatrice E. Haggerty

Tax Parcel Nos.: 014-39-2502
014-39-2601

Legal Description:

Lots Two (2), Three (3) and Four (4) Block Twenty-five (25) excepting the South sixty-six (66) feet of Lot 4; Lots One (1), Two (2) and Three (3), Block Twenty-six (26) excepting the South sixty-six (66) feet of Lot Three (3) Asa Thorp's Plat of the Village of Fish Creek.

1-4-93
Date

Beatrice E. Haggerty
Beatrice E. Haggerty

STATE OF TEXAS)
) SS.
COUNTY OF)

Personally came before me this 4th day of January, 1993, the above named Beatrice E. Haggerty, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Patricia J. Brown

Notary Public, State of Texas
My Commission: 2/8/93

VOL. 534 PAGE 403

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
MALTMAN
TRACTS 21, 22, 23 AND 24

Owner: James S. Maltman and Elizabeth Maltman

Tax Parcel Nos.: 014-02-31312711A
014-39-2509
014-39-2608

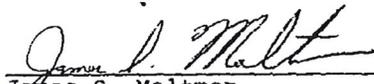
Legal Description:

Parcel One: Lot No. 9 of Block No. [REDACTED] Lot No. 8 of Block No. 26, both as described in Asa Thorp's recorded Plat of the Village of Fish Creek.

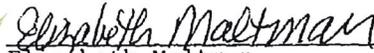
Parcel Two: A piece of land lying in Lot No. 1 in Section No. 31, Township 31, North of Range No. 27, East, viz: Bounded on the North by Lot 9 in Block No. 25, in Village plat of Fish Creek; on the East 66 feet on Resort Street; on the West by Green Bay; on the South by line running parallel with the South line of said Lot 9, containing one-fourth (1/4) of an acre.

Parcel Three: Beginning 66 feet South Twenty-One (21) degrees West of Block 25 in Asa Thorp's Addition to the Village of Fish Creek, Thence South fifteen (15) degrees West along the West side of Resort Street two and fifty hundredths chains, thence Westerly three and twelve hundredths chains to the waters of Green Bay; thence Northerly along the shore of Green Bay two and fifty hundredths (2.50) chains; thence Easterly parallel with the South line of said Block No. 25 to the place of beginning and also a parcel of land bounded by a line beginning at the Southwest corner of Block No. 26, thence South twenty-one (21) degrees West sixty-six (66) feet; thence fifteen degrees West two and fifty hundredths chains; thence Easterly parallel with the South line of Block No. 26 to the Ledge, thence Northerly along the foot of said Ledge to the Southeast corner of said Block No. 26; thence Westerly with South line to the place of beginning, situated in Lot 1, Section 31, Town. 31, Range 27, East, the whole to contain about two acres.

1-25-93
Date

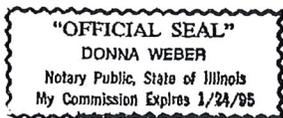

James S. Maltman

1-28-93
Date


Elizabeth Maltman

STATE OF Illinois)
) SS.
COUNTY OF COOK)

^{3rd} Personally came before me this 25th day of January,
1992, the above named James S. Maltman to me known ~~to~~ be the
person who executed the foregoing instrument and acknowledged the
same.

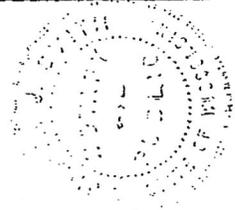


Donna Weber
Notary Public, State of Illinois
My Commission: Jan. 24, 1995

STATE OF WISCONSIN)
) SS.
COUNTY OF DOOR)

Personally came before me this 28th day of January,
1993, the above named Elizabeth Maltman to me known to be the
person who executed the foregoing instrument and acknowledged the
same.

Judith J. Smith
Notary Public, State of Wisconsin
My Commission: 2-13-94



SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
BEECHWOOD PARTNERSHIP
TRACTS 29 AND 30

Owner: Beechwood Partnership

Tax Parcel Nos.: 014-02-31312711D
014-02-31312721A
014-20-0001

Legal Description:

A triangular piece or parcel of land in Lot 3 in Clark's Addition to the Village of Fish Creek as the same appears in the Register's Office of Door County, Wisconsin, in Vol. 2 of Plats, page 2 bounded and described as follows, to-wit: Beginning at the Northwest corner of said Lot 3 running thence easterly along the North line of said Lot 3 a distance of 95 feet 6 inches, thence South 5 feet 6 inches, thence in a straight line to the place of beginning, said tract of land containing approximately 262 square feet.

A rectangular piece of land described as follows, to-wit: Beginning at a stake located at the Southwest corner of Lot 2 in Clark's Addition to the Village of Fish Creek, Door County, Wisconsin, as the same appears in the Register's office of Door County, Wisconsin, in Vol. 2 of Plats, page 2, thence East a distance of 95 feet, 6 inches to a point, thence North 5 feet 6 inches to a point thence along the South line of said Lot 2 to the point of beginning, said tract of land containing approximately 312 square feet.

Beginning at the Southeast corner of Govt. Lot 1 in Sec. 31-31-27 Door County, Wisconsin, thence chain North $0^{\circ} 41'$ West along the East side line of Govt. Lot 1, 163 feet to an iron pin, thence chain South $20^{\circ} 20'$ West 177.4 feet to a point in the south side line of Govt. Lot 1, the place of beginning of the land to be described, thence chain South $87^{\circ} 58'$ West along the South line of Lot 1, 696 feet to the shore of Green Bay, thence chain North $16^{\circ} 39'$ East 39 feet, thence chain North 89° East 694 feet to an iron pin, thence chain South $20^{\circ} 20'$ West 23.8 feet to the place of beginning.

All that parcel of land included within the following metes and bounds: Commencing at a point on the northerly line produced of Lot 1 of Clark's Addition to the Village of Fish Creek distant 225 feet westerly from the intersection of said produced line of Lot 1 with the easterly line of Shore Road (sometimes known as Resort Road) said point of beginning being the Northeast corner of a tract of land heretofore conveyed by the grantors to the grantee by deed bearing date January 8, 1916, running thence in an easterly direction along said North line produced of Lot 1,

168 feet more or less to the westerly line of Cliff Road, thence in a southerly direction along said westerly line of Cliff Road 264 feet more or less to the point where the southerly line produced of Lot 2 of said Clark's Addition intersects said westerly line of Cliff Road, thence in a westerly direction along said South line produced of said Lot 2, 203 feet more or less to the southeasterly corner of the land heretofore conveyed by the grantors to the grantee by the deed above mentioned, thence in a northerly direction along the easterly line of the land heretofore conveyed by the grantors to the grantee as aforesaid 264 feet more or less to the place of beginning, meaning and intending hereby to convey to the grantee the land lying West of the westerly line of Cliff Road East of the parcel of land heretofore conveyed to her as aforesaid and between the northerly and southerly lines produced of the parcel of land above mentioned.

Lots 1 and 2 in Clark's Addition to the Village of Fish Creek, Door County, Wisconsin, as the same appears in the Register's office of Door County, Wisconsin, in Vol. 2 of Plats, page 2.

Also that certain piece or parcel of land situated in Door County, Wisconsin, bounded and described as follows: Commencing at a point on the easterly line of Resort Road which said Resort Road lies immediately East of the premises hereinbefore described and which said point on the easterly line of said Resort Road is where the northerly line of said Lot 1 if projected would intersect the easterly line of said Resort Road running thence easterly along the northerly line of said Lot 1 projected 225 feet, thence in a southerly direction parallel to the easterly line of said Resort Road to the southerly line of Lot 2 aforesaid projected, thence westerly along the southerly line of Lot 2 projected to the easterly line of said Resort Road, thence northerly along the easterly line of said Resort Road to the place of beginning being a piece or parcel of land approximately 225 feet East and West and 264 feet North and South.

A tract of land situated partly in Government Lot Two (2), Section Thirty-one (31) and partly in the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4), Section Thirty-two (32), all in Township Thirty-One (31) North, Range Twenty-Seven (27) East, and more particularly described as follows: Commencing at a point on the northerly line produced of Lot One (1) of Clark's Addition to the Village of Fish Creek distant 225 feet easterly from the intersection of said produced line of Lot One (1) with the easterly line of the Shore Road (sometimes known as Resort Road); thence running in an easterly direction along said north line produced of Lot One (1) 168 feet, more or less, to the westerly line of Cliff Road, the place of beginning of the tract herein conveyed; thence continue East along the north line of said Lot Two (2) and the north line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) to the easterly line of the town road; thence Southerly along the easterly line of said town road a distance of 264 feet, more or less, to a point east

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
CLAY-HAFF
TRACTS 31 AND 32

Owner: Mary Jane Clay and Hopewell R. Haff
Tax Parcel Nos.: 014-02-31312721B
014-20-0003A

Legal Description:

A tract of land located partly in Lot 3 and partly in Lot 4 of Clarks Addition to the Village of Fish Creek located in Section 31, T. 31 N., R. 27 E., and described as follows:
Commencing at the SE corner of said Lot 4, thence N 03°45' E along the westerly line of Cottage Row 84.28 feet, thence N 89°15' W 168.79 feet, thence N 00°45' E 23.93 feet to the point of real beginning, thence S 00°45' W 23.93 feet, thence S 89°15' E 168.79 feet to said westerly line of Cottage Row, thence N 03°45' E along said westerly line of Cottage Row 180.32 feet, thence S 89°56'30" W 202.66 feet, thence south 5.50 feet, thence N 86°45'40" W 102 feet more or less to the highwater mark of Green Bay, thence southerly along said highwater mark of Green Bay 152 feet more or less to the intersection with a line extended N 89°14'50" W from the point of real beginning, thence S 89°14'50" E 125 feet more or less to the point of real beginning including all riparian rights appurtenant thereto.
Said tract contains 1.55 acres of land more or less.

Also, a parcel of land situated in Door County, Wisconsin, bounded and described as follows: Commencing at a point on the Easterly line of Cottage Row (formerly known as Resort Road), which said Cottage Row lies east of Lots 3 and 4 in Clark's Addition to the Village of Fish Creek (Section 31, T.31 N, Range 27 E) and which said point on the Easterly line of Cottage Row is where the Northerly line of said Lot 3 if projected, would intersect the Easterly line of said Cottage Row; running thence Easterly along the Northerly line of said Lot 3 projected 225 feet, thence in a Southerly direction parallel to the Easterly line of said Cottage Row to the Southerly line of Lot 4 aforesaid, projected; thence Westerly along the Southerly line of Lot 4 projected to the Easterly line of said Cottage Row; thence Northerly along the Easterly line of said Cottage Row to the place of beginning; being a piece or parcel of land approximately 225 feet East and West by 264 feet North and South.

1/29/93
Date

Mary Jane Clay
Mary Jane Clay

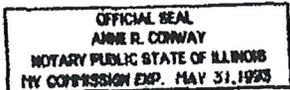
1/29/93
Date

Hopewell R. Haff
Hopewell R. Haff

(by Mary Jane Clay
Power of Attorney)

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

Personally came before me this 29TH day of January, 1993
the above named Mary Jane Clay, to me known to be the person who
executed the foregoing instrument and acknowledged the same.



Anne R. Conway
Notary Public, State of Illinois
My Commission: May 31, 1993

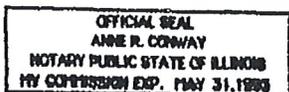
~~STATE OF _____)
) SS.
COUNTY OF _____)~~

~~Personally came before me this _____ day of _____, 1992,
the above named Hopewell R. Haff, to me known to be the person who
executed the foregoing instrument and acknowledged the same.~~

~~_____
Notary Public, State of _____
My Commission: _____~~

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

Personally came before me this 29th day of January, 1993, the above
named Hopewell R. Haff, by Mary Jane Clay (Power of Attorney), to me known
to be the person who executed the foregoing instrument and acknowledged the
same.



Anne R. Conway
Notary Public, State of Illinois
My Commission: May 31, 1993

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
GUENZEL
TRACTS 34 AND 35

Owner: Paul W. Guenzel and Elizabeth Skinner Guenzel
Tax Parcel Nos.: 01402-31312721C
014-20-0005

Legal Description:

Lots 5 and 6 in Clark's Addition to the Village of Fish Creek, Door County, Wisconsin, as the [REDACTED] in the Register's Office of Door County, Wisconsin, in Volume 2 of Plats, page 2;

Also that certain piece or parcel of land situated in Door County, Wisconsin, bounded and described as follows: Commencing at a point on the easterly line of Resort Road, which said Resort Road lies immediately east of the premises hereinbefore described and which said point on the easterly line of said Resort Road is where the northerly line of said Lot 5 if projected would intersect the easterly line of said Resort Road; running thence easterly along the northerly line of said Lot 5, projected 225 feet; thence in a southerly direction parallel to the easterly line of said Resort Road to the southerly line of Lot 6 aforesaid projected; thence westerly along the southerly line of Lot 6 projected to the easterly line of said Resort Road; thence northerly along the easterly line of said Resort Road to the place of beginning, being a piece or parcel of land approximately 225 feet east and west by 264 feet north and south, all situated in Lot 2 of Section 31 in Township 31 North of Range 27 East, together with all riparian rights;

Excepting the parcel described as follows:

The Southerly 8 feet of said Lot 6, Clark's Addition to Fish Creek, more particularly described as follows: Beginning on Cottage Road where the northerly boundary of Lot 7 in Clark's Addition intersects Cottage Road; thence running Northerly along the westerly side of Cottage Road 8 feet to the northerly side of the stone fence now constructed and which runs from Cottage Road westerly toward the waters of Green Bay, thence running westerly along the northerly side of said stone fence to the end of said stone fence and continuing in a straight line from the end of said fence to the waters of Green Bay, thence southerly along the shore of Green Bay 8 feet to a point where the northerly boundary

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
BEACH
TRACTS 36 AND 37

Owner: John Hadley Beach, as Trustee of the Julius
E. Beach Trust

Tax Parcel Nos.: 014-02-31312721D
014-20-0007

Legal Description:

Tract 36: Also, that tract of land in Sections 31 and 32, Township 31, north, Range 27, east, Principal Meridian in Door County, Wisconsin, described as follows: Commencing at a point on the easterly line of Resort Rd. which said Resort Road lies immediately east of said Lots 7 and 8 heretofore described and which said point on the easterly line of said Resort Road is the intersection of the southerly line of said Lot 8 projected easterly with the easterly line of said Resort Road, which intersection is marked by an iron pin, being the place of beginning, running thence easterly along the southerly line of said Lot 8 extended 135 feet to an iron pin, thence continuing easterly, north 89 degrees and 9 minutes east to an iron pin lying in the westerly line of Gorge Road, being approximately 456.5 feet, thence north 5 degrees 53 minutes east along the west line of Gorge Road 58.36 feet to a concrete monument, which is the point of beginning of a curve in the west line of this road with a radius of 630 feet, curving easterly through an arc of 11 degrees and 46 minutes 129.38 feet to a concrete monument marking the end of said curve, thence continuing along the westerly line of Gorge Road north 17 degrees and 39 minutes east 65.1 feet to a concrete monument in the westerly line of Gorge Road, thence south 89 degrees and 9 minutes west 105.35 feet to a stone monument in the west line of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 32, Township 31, north, Range 27, east; thence continuing south 89 degrees and 9 minutes west 378.7 feet to an iron pin, thence westerly parallel to the northerly line of said Lot 7 projected easterly to the easterly line of said Resort Road, thence southerly along the easterly line of said Resort Road to the place of beginning.

Tract 37: Lots 7 and 8, in Clark's Addition to the Village of Fish Creek, Door County, Wisconsin, as the same appears in the Register of Deeds office for said Door County, in Vol. 2 of Plat Books, Page 2, and the southerly 8 feet of Lot 6, Clark's Addition to Fish Creek, Door County, Wisconsin, more particularly described as follows: Beginning on Cottage Road where the northerly boundary of Lot 7, Clark's Addition intersects Cottage Road, thence northerly along the westerly side of Cottage Road 8 feet to the northerly side of a stone fence now constructed and which runs from Cottage Road westerly toward the waters of Green

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
GRUESEN
TRACT 38

Owner: Robert A. Gruesen

Tax Parcel No.: 014-02-31312721E

Legal Description:

Property located at 9162 Cottage Row, Fish Creek, and described as follows:

Commencing at a point on the easterly line of Resort Road which said Resort Road lies immediately east of Lot Nine (9) and Ten (10) of Clark's Addition to the Village of Fish Creek, and which said point on the easterly line of said Resort Road is where the northerly line of said Lot Number Nine (9), if projected, would intersect the easterly line of said Resort Road; running thence easterly along the northerly line of said Lot Number Nine (9); projected 225 feet; Thence in a southerly direction parallel to the easterly line of said Resort Road to the southerly line of Lot Number Ten (10) aforesaid projected; Thence westerly along the southerly line of Lot Ten (10) projected 225 feet to the easterly line of Resort Road; Thence northerly along the easterly line of Resort Road to the place of beginning, being a piece or parcel of land approximately 225 feet east and west and 294 feet north and south, all situated in Lot Number Two (2) of Section Number Thirty-one (31), Township Number Thirty-one (31) North, Range Twenty-seven (27) East.

3/20/93
Date

[Signature]
Robert A. Gruesen

STATE OF WISCONSIN)
COUNTY OF Brown) SS.

~~1993~~ Personally came before me this 22 day of March, ~~1993~~, the above named Robert A. Gruesen, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My Commission: 8-4-96



SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
VITUM
TRACT 39

Owner: Stephanie E. Vittum

Tax Parcel No.: 014-20-0009

Legal Description:

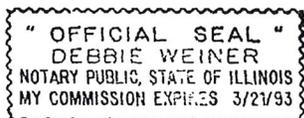
Lots numbered Nine (9) and Ten (10) and a strip of land thirty (30) feet wide lying between said lots numbered 9 and 10 bounded on the easterly end by Resort Road and on the westerly end by Green Bay, in Clark's Addition to the Village of Fish Creek, Door County, Wisconsin, as the same appears in the Register's Office of Door County, Wisconsin, in Volume 2 of Plats, Page 2.

12/18/92
Date

Stephanie E. Vittum
Stephanie E. Vittum

STATE OF ILLINOIS)
COUNTY OF COOK)SS.

Personally came before me this 18th day of December, 1992, the above named Stephanie E. Vittum, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Debbie Weiner
Notary Public, State of Illinois
My Commission: 3-21-93

SIGNATURE PAGE TO AGREEMENT CREATING RESTRICTIVE COVENANTS
FLAGG - TRACTS 40 AND 41

Owner: Richard B. Flagg and Erna Z. Flagg
Tax Parcel Nos.: 014-02-31312721H
014-20-0011

Legal Description:

Tract 41: A tract of land consisting of all of Lot Eleven (11) and part of Lot Twelve (12), Clark's Addition to the Village of Fish Creek, described as follows: Commencing at the Northeast corner of Lot Eleven (11), Clark's Addition to Fish Creek; thence South 16° 45' West along the Easterly line of said Lot Eleven (11), 127 feet; thence South 36° 3' West along the Easterly line of Lot Twelve (12), 57.4 feet; thence North 89° 33' West 230.2 feet to the shore of Green Bay; thence North 17° 8' East along said shore 175 feet to the Northwest corner of Lot Eleven (11); thence South 89° 33' East along the North line of Lot Eleven (11), 256 feet to the point of beginning, including riparian rights.

Tract 40: Also a tract of land in Government Lot Two (2), Section Thirty-One (31), in Township Thirty-One (31) North, Range Twenty-Seven (27) East, described as follows: Commencing at the Northeast corner of Lot Eleven (11), Clark's Addition to Fish Creek; thence South 89° 33' East 34.6 feet to the Easterly line of Resort Road and to the point of beginning of the tract to be described; thence continue South 89° 33' East 110.8 feet to a stone monument; thence South 11° 21' West 171.1 feet to an iron pin; thence North 89° 33' West 151.6 feet to the Easterly line of Resort Road at a point South 89° 33' East from the Southeast corner of the above described tract; thence Northerly along the Easterly line of Resort Road 184.4 feet to the point of beginning.

Subject to the restrictions in the instrument recorded in Volume 19 of Miscellaneous, page 568, as recorded in the office of the Register of Deeds for Door County, Wisconsin, and subject to the easement recorded in Volume 13 of Miscellaneous, page 220, recorded as aforesaid.

Dec. 17, 1992
Date

12-17-92
Date

Richard B. Flagg
Richard B. Flagg

Erna Z. Flagg
Erna Z. Flagg

STATE OF WISCONSIN)
)SS.
COUNTY OF Menomonie

Personally came before me this 18th day of December, 1992, the above named Richard B. Flagg and Erna Z. Flagg, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Elizabeth Alfopp
Notary Public, State of Wisconsin
My Commission: expires 9/26/93

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
REMALEY
TRACTS 44 AND 45

Owner: Paul R. Remaley and Jeanne R. Remaley

Tax Parcel Nos.: 014-02-31312721K
014-40-0013

Legal Description:

A tract of land consisting of p [REDACTED] Clark's Addition to Village of Fish Creek and all of Lot 14 and part of Lot 13 of Block 1, Edgar C. Thorp's Plat of Fish Creek, described as follows: Commencing at the Southeast corner of Lot 13, Block 1, Edgar C. Thorp's Plat of Fish Creek, thence North $8^{\circ} 0'$ East along the East line of said Lot 13, 33 feet which 33 feet is also along the East line of a 33 foot public street extending Westerly to the shores of Green Bay and which point is also the point of beginning of the tract to be described, thence continue North $8^{\circ} 0'$ East along the East line of Lots 13 and 14, Block 1, Edgar C. Thorp's Plat of Fish Creek 99 feet to the Northeast corner of Edgar C. Thorp's Plat of Fish Creek and to the Southeast corner of Clark's Addition to Fish Creek, thence North $30^{\circ} 48'$ East along the Easterly line of Lot 13, Clark's Addition to Fish Creek 11 feet, thence North $89^{\circ} 33'$ West parallel with the South line of Clark's Addition to Fish Creek 166 feet to an iron pin on the shore of Green Bay, thence South $23^{\circ} 30'$ West along said shore 115 feet to a cross in stone at the North line of aforementioned public street, thence South $89^{\circ} 33'$ East along the North line of Public Street 194.5 feet to the point of beginning including riparian rights.

ALSO, a tract in Government Lot 2, Sec. 31-31-27 described as follows: Commencing at the Southeast corner of Lot 13, Block 1, Edgar C. Thorp's Plat of Fish Creek, thence South $89^{\circ} 33'$ East 33.2 feet to the East line of Resort Road, thence North $8^{\circ} 0'$ East along the East line and along the West line of a 15 foot lane 15 feet to the point of beginning of the tract to be described, thence South $89^{\circ} 33'$ East 222.8 feet, thence North $11^{\circ} 21'$ East 129 feet, thence North $89^{\circ} 33'$ West 225.7 feet to a point on the East line of Resort Road 38.2 feet South $89^{\circ} 33'$ East from the Northeast corner of above described tract, thence Southerly along the East line of Resort Road 128 feet to the point of beginning.

Said property is to be used for residential purposes only and no commercial use is to be made of the same.

This property is also subject to the agreement recorded 8/28/1941 in Volume 19 of Misc., page 568 whereby certain restrictions were agreed to be imposed upon said property.

Subject also to a grant for transmission line recorded in Volume 13 of Misc., page 220, Office of Register of Deeds, Door County, Wisconsin.

Dec. 15, 1992
Date

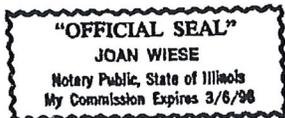
Paul R. Remaley
Paul R. Remaley

Dec. 15, 1992
Date

Jeanne R. Remaley
Jeanne R. Remaley

STATE OF ILLINOIS)
) SS.
COUNTY OF Lake)

Personally came before me this 15th day of December, 1992, the above named Paul R. Remaley and Jeanne R. Remaley, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Joan Wiese
Notary Public, State of Illinois
My Commission: 3-6-96

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
BLAIR
TRACTS 48 AND 49

Owner: Betty W. Blair
Tax Parcel Nos.: 014-40-0009
014-02-31312721P

Legal Description:

Tract 48: A tract of land in Government ~~Two~~ Two, Section 31, Township 31, North, Range 27, East, Door County, Wisconsin described as follows: Beginning at the northeast corner of Lot Ten, Block 1 of Edgar C. Thorp's Plat of Fish Creek, Door County, Wisconsin, as marked by an iron pin, then measure South 89 degrees 26 minutes 57 seconds East along the north line of said Lot 10 extended Easterly a distance of 33.28 feet to a point on the east side of Resort Street as marked by an iron pin and being the point of beginning of the tract of land here described; Thence continue South 89 degrees 26 minutes 57 seconds East a distance of 225 feet to an iron pin; Thence South 08 degrees 00 minutes West a distance of 132 feet to an iron pin; Thence North 89 degrees 26 min. 57 seconds West a distance of 225 feet to an iron pin on the east side of Resort Street; Thence North 08 degrees 00 minutes East along the east side of Resort Street a distance of 132.00 feet to an iron pin, the point of beginning.

Tract 49: A tract of land in Lots 9 and 10 of Block 1, Edgar C. Thorp's Plat of Fish Creek, Door County, Wisconsin, described as follows: Beginning at an iron pin marking the northeast corner of Lot 10, Block 1 of said Edgar C. Thorp's Plat; Thence North 89 degrees 26 minutes 57 seconds West along the north line of said Lot 10 a distance of 198.00 feet to an iron pin on the highwater line of Green Bay; Thence South 11 degrees 56 minutes West along said highwater line a distance of 133.52 feet to an iron pin on the south line of said Lot 9; Thence South 89 degrees 26 minutes 57 seconds East along the south line of Lot 9 a distance of 183.85 feet to an iron pin; Thence along the arc of a curve to the right, said curve having a radius of 98.56 feet and a chord bearing of North 79 degrees 51 minutes 15 seconds East and a chord distance of 23.27 feet ($I=13^{\circ}33'34''$) a distance of 23.32 feet to an iron pin on the east line of Lot 9 and being the West line of Resort St.; Thence North 08 degrees 00 minutes East along the west line of Resort Street a distance of 127.65 feet to an iron pin, the point of beginning, and including the land between the extensions of the north line of Lot 10 and the South line of

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
HAGGERTY
TRACT 51

Owner: Patrick E. Haggerty, Jr., and Mary Pendery Haggerty

Tax Parcel No.: 014-40-0005

Legal Description:

Lots Five (5), Six (6), Seven (7), and that part of Lot Nine (9) which is a tract of land in the Southeasterly corner of said Lot Nine (9) in Block One (1) within the arc formed by the existing ancient driveway including all property within two feet of the low wall which borders on the northerly side of the ancient driveway including the pillar, which marks the North side of the entrance to such ancient driveway plus the periphery of such pillar to the extent of six inches and also including any part of the existing grass driveway, which lies between the aforesaid driveway and the bay of Green Bay and within two feet of such grass driveway said two feet being designated presently by wooden stakes, all being in Block 1, in Edgar C. Thorp's Addition to the Village of Fish Creek, including riparian rights.

Date 9/6/93

[Signature]
Patrick E. Haggerty, Jr.

Date 9/6/93

[Signature]
Mary Pendery Haggerty

STATE OF TEXAS)
)SS.
COUNTY OF)

Personally came before me this 6th day of September 1993, the above named Patrick E. Haggerty, Jr., and Mary Pendery Haggerty, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



[Signature]
Notary Public, State of Wisconsin
My Commission: 8-11-96

SIGNATURE PAGE TO AGREEMENT
CREATING RESTRICTIVE COVENANTS
CLARK
TRACTS 53 AND 54

Owner: Allen W. Clark and Elizabeth W. Clark

Tax Parcel Nos.: 014-01-06302711C
014-02-31312721Q

Legal Description:

Tract 53: That portion of Government Lot 2, Section 31, T. 31 N, R 27 E, Town of Gibraltar, Door County, Wisconsin, described as follows: Commencing at the SE corner of said Section 31 being N 00° 04' 44" E 0.33 feet from a Door County Monument, thence S 88° 58' 38" W along the southerly line of said Section 31 888.38 feet, thence N 07° 36' 45" E 25.35 feet to a 1" iron pipe marking the intersection of the easterly R/W and the northerly R/W of Cottage Row Road the place of beginning, thence continue N 07° 36' 45" E along said easterly R/W 264.36 feet to a 1" iron pipe, thence N 89° 38' 46" E 226.07 feet to a 1" iron pipe, thence N 08° 18' 20" E 115.91 feet to a 1" iron pipe, thence N 88° 58' 38" E 139.06 feet to a 1" iron pipe on said northerly R/W of Cottage Row Road, thence along said northerly R/W as follows: S 19° 09' 59" W 299.73 feet to a concrete marker, thence S 51° 13' 12" W 106.04 feet to a 1 1/4" iron pipe, thence S 73° 25' 00" W 100.10 feet to a 1 1/2" iron pipe, thence S 88° 58' 38" W 139.88 feet to the place of beginning containing 2.1000 acres.

Tract 54: That portion of Government Lot 1, Sec. 6, T 30 N, R 27 E, Town of Gibraltar, Door County, Wisconsin, described as follows: Commencing at the NE corner of said Section 6 marked by a Door County monument, thence S 88° 58' 39" W along the northerly line of said Section 6 695.92 feet to a 1" iron pipe marking the place of beginning, thence S 24° 58' 21" E 124.69 feet, thence S 11° 28' 40" W 342.70 feet, thence S 33° 19' 39" W 207.94 feet, thence S 18° 48' 39" W 157.17 feet, thence N 88° 58' 39" E parallel with the northerly line of said Section 6 59.47 feet to the intersection of the easterly line of the Boyd lot extended, thence S 11° 42' 50" W along said extended easterly line 20.50 feet to the NE corner of said Boyd lot, thence S 88° 58' 39" W along the northerly line of said Boyd lot 113.15 feet to the center of a 33.00 foot wide easement, thence continue along the northerly line of said Boyd lot S 88° 37' 07" W 191.55 feet to a 1" iron pipe, thence continue S 88° 37' 07" W along said Boyd lot 24.43 feet to the highwater mark of Green Bay waters, thence along a meander line near said highwater mark N 04° 41' 45" E 6.43 feet to a 1" iron pipe, thence continue along said meander line N 01° 51' 50" E 351.28 feet, thence continue along a meander line near said highwater mark N 02° 27' 39" W 223.64 feet, thence continue along a meander line near said highwater mark N 03° 49' 57" W 208.86 feet to the meander post on

Date Sept. 14, 1993

Elizabeth Whipple Clark
Elizabeth Whipple Clark,
the trustee of the Elizabeth
Whipple Clark Revocable Living
Trust

STATE OF WISCONSIN)
) SS
COUNTY OF DOOR)

Personally came before me this 14th day of September, 1993,
the above-named Elizabeth Whipple Clark, the trustee of the
Elizabeth Whipple Clark Revocable Living Trust, to me known to be
the person who executed the foregoing instrument and has
acknowledged the same.

Mary Hartwig
MARY HARTWIG
Notary Public, State of Wisconsin
My Commission: expired 3/3/96



JAMES R. SMITH
RICHARD A. HAUSER
JON R. PINKERT
JENNIFER C. HOBART
AMY M. SULLIVAN
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SISTER BAY, WISCONSIN 54234
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January 28, 2020

Door County Board of Adjustment
421 Nebraska Street
Sturgeon Bay, WI 54235

RE: Appeal of Issuance of Door County Regular Zoning Permit for 9099 Cottage Row

Dear Board of Adjustment Members:

Stephan B. Nordstrom; Graycliffe, LLC; Carl M. Curry and Cynthia M. Curry (“Appellants”) filed an appeal on October 24, 2019 regarding the Zoning Permit issued to Steven Kane on September 25, 2019 by the Door County Land Services Department. The undersigned, Pinkert Law Firm LLP, as the attorneys for Steven Kane, Jacqueline Kane (collectively “Kane”), and Cottage Row Properties, LLC, submit this letter opposing that appeal. Appellants cannot show that they are “persons aggrieved” under the Door County Comprehensive Zoning Ordinance; and therefore, they do not have standing to bring this appeal and the appeal should be dismissed.

To appeal a decision of a zoning administrator, the Appellants, under Section 11.07(1) of the Door County Comprehensive Zoning Ordinance, must be “persons aggrieved”. A person aggrieved is defined in Wisconsin Statutes Sec. 68.06 as follows:

A person aggrieved includes any individual, partnership, limited liability company, corporation, association, public or private organization, office, department, or commission or agency of the municipality, whose rights, duties, or privileges are adversely affected by a determination of a municipal authority.

The Door County Comprehensive Zoning Ordinance, Section 11.07 of the Ordinance, mimics Wisconsin Statutes Sec. 68. Wisconsin Statutes Sec. 68.01 further clarifies who may request review of an administrative decision as follows: “Any person having a substantial interest which is adversely affected by an administrative determination . . .”.

Per Rathkopf’s Law of Zoning, courts have used varied language in their attempts to define how standing is to be determined, but the concept remains the same. First, the party claiming aggrievement must successfully demonstrate a specific, personal and legal interest in the subject matter of the decision as distinguished from a general interest such as in the concern of all members of the community as a whole. Second, such party must successfully establish that the specific personal and legal interest which they claim to possess has been specifically and injuriously affected by the decision.

Door County Board of Adjustment
January 28, 2020
Page 2

Therefore, the burden of proof is on the Appellants to demonstrate to the Board of Adjustment that their substantial “rights, duties or privileges” have been adversely affected by the determination of Richard Brauer, as Door County Zoning Administrator, to issue the Regular Zoning Permit to Kane.

Appellants have solely noted two arguments for their grounds to appeal before the Board of Adjustment. These vague, general interest concerns do not give rise to Appellants’ standing to appeal.

The first ground states that the site plan dated September 11, 2019, incorrectly depicts the setback of the structure being built from the ordinary highwater mark of Green Bay. No details are stated as to why the Appellants believe the site plan which Mr. Brauer relied upon incorrectly depicts the setback. Appellants have not shown how they have a substantial interest in that decision nor how any of their rights, duties or privileges are affected by Mr. Brauer’s decision.

The second ground stated in the appeal document is that the parcel at 9099 Cottage Row is not a “lot of record” because the Condominium Plat does not comply with all applicable laws. Again, no details are stated as to why the Appellants believe the Condominium Plat does not comply with all applicable laws or even which specific law is being violated.

The nearest Appellant’s property is fifteen (15) houses along the shore of Green Bay to the north, which equates to a distance of almost three-quarters of a mile, or approximately 4,000 linear feet, to the nearest Appellant’s home. The most distant Appellant’s home is over one-mile away from the Kane property.

The requirement by both the Door County Zoning Ordinance and the Wisconsin Statute cited above that the appellant be a “person aggrieved” seems crafted such that appeals are not brought by citizens with general concerns or dislike that a new home is being constructed in their general vicinity, or dislike for the persons building a home. If the Board were to allow this appeal, it would be stating that any person or entity in the general area of a property for which a zoning permit has been issued, could then appeal that permit by making vague and generic claims in opposition to the issuance, and pay the paltry sum of \$750 to Door County, which is the permit fee.

Appellants have made absolutely no showing on how they are aggrieved persons under the law and, therefore, they do not have standing to challenge the Regular Zoning Permit issued by Rick Brauer, Door County Zoning Administrator.

Respectfully submitted,

PINKERT LAW FIRM LLP



James R. Smith

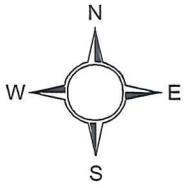
TDP:hb

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Cottage Row Area in the Town of Gibraltar Door County, Wisconsin

- Cottage Row Condo
- Identified Parcels
- ~ Measure Distance to Parcel
- Town Road
- Tax Parcel
- Easement

May 2019 Orthophoto



Scale: 1 Inch = 400 Feet

400 0 400 Feet

0 0.25 Miles



**OWNERS AND DISTANCES FROM
COTTAGE ROW PROPERTIES LLC PARCEL**

<u>Tax Parcel No.</u>	<u>Owner</u>	<u>Approximate distance from Cottage Row Properties LLC Parcel</u>
014-39-2301B	Cynthia M. Curry Trust	5,913 feet
014-39-2703	Carl M. Curry	5,826 feet
014-39-2401	Carl M. Curry Trust	5,510 feet
014-39-2502	Graycliffe LLC	4,843 feet
014-39-2601	Graycliffe LLC	4,835 feet
014-39-2507	Stephan B. Nordstrom	4,247 feet
014-39-2606A	Stephan B. Nordstrom	4,247 feet
014-02-31312711A1	Stephan B. Nordstrom	3,881 feet

These minutes have not been reviewed by the oversight committee and are subject to approval or revision at the next regular committee meeting.

**MINUTES OF MEETING
DOOR COUNTY BOARD OF ADJUSTMENT**

January 28, 2020

1.0 Call to order and declaration of quorum.

The meeting was called to order by Door County Land Use Services Department Director Mariah Goode at 6:30 p.m. on Tuesday, January 28, 2020, in the Peninsula Room (C121) of the Door County Government Center, Sturgeon Bay, Wisconsin.

Board of Adjustment Members

Present:

Bob Ryan
Arps Horvath
Monica Nelson
John Young
Chris Anderson

County Staff

Mariah Goode, Land Use Services Director
Rick Brauer, Zoning Administrator
Grant Thomas, Corporation Counsel

A quorum being deemed present, Goode announced that since both the committee chair and vice-chair were not present, a chair needed to be selected for this meeting. Motion by Young, seconded Nelson, to elect Ryan as chair for the meeting. Motion carried unanimously.

2.0 Discuss and arrive at a decision on an Appeal.

2.1 Stephan B. Nordstrom, Graycliffe, LLC, Carl M. Curry, and Cynthia M. Curry; appeal Zoning Administrator decision whereby the Zoning Administrator authorized the construction of a single family residence; Gibraltar.

The hearing was completed and the record closed. At the suggestion of Corporation Counsel Thomas, the Board of Adjustment requested that each party file a brief addressing legal issues raised during the hearing, e.g., appellant's standing as an "aggrieved" party *and* the validity (or lack thereof) of the condominium declaration and plat. The briefs of all parties are to be filed simultaneously, not later than 4:30 p.m. on February 7th. Rebuttal briefs, if any, must be filed not later than 4:30 p.m. on February 10th. The BOA will meet to make its decision regarding the case at 5:00 p.m. on February 11, 2020. Motion by Young, seconded by Horvath, to postpone decision making as discussed. Motion carried unanimously.

3.0 Old Business.

3.1 Read and act on Minutes of January 14, 2020, meeting.

Motion by Young, seconded by Nelson, to approve the minutes as presented. Motion carried unanimously.

3.2 Final disposition of the following cases considered by the Board of Adjustment at the January 14, 2020, meeting: Properties of Baileys Harbor, LLC; Richard R. & Kerstin L. Ellefson, The Johnson-Lennon Family Asset Trust dated October 30, 2015, and Randy Ellefson et.al.

Motion by Nelson, seconded by Horvath, to approve the final disposition of the cases. Motion carried unanimously.

4.0 Other Matters.**4.1 Announce next meeting.**

The Board will next meet on February 11th. There will be two meetings that day: 5:00 p.m., to decide the case heard this evening, and 6:30 p.m., to hear and decide upon the variance petitions already scheduled for that evening.

5.0 Vouchers.

The Board members present submitted vouchers, including for attendance at the January 16, 2020 flooding meeting.

6.0 Adjournment.

Motion by Nelson, seconded by Anderson, to adjourn the meeting. Motion carried unanimously.

Meeting adjourned at 8:15 p.m.

Respectfully submitted,

Mariah Goode
Land Use Services Director

MKG
1/29/20