

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 conduct a meeting on Tuesday, June 23, 2020 beginning at 2:00 p.m. In response to the public health emergency in connection with the COVID-19 pandemic, the meeting will be virtual only. The board will be assisted in conducting the meeting by staff who will be located in the Door County Government Center County Board Room (C-101, First Floor) and Peninsula Room (C-121, First Floor) at 421 Nebraska Street, Sturgeon Bay, Wisconsin. Applicants and members of the public may monitor and participate remotely only.

To join the hearings and meeting via computer, click on the following link, <https://doorcounty.webex.com/doorcounty/onstage/g.php?MTID=e95af5bcdd50fce878eb3445810fd859>, enter your name and e-mail address when prompted (the password is entered for you), and then click “join.”

Alternatively, using the free smartphone app “Cisco WebEx Meetings,” click “join” a meeting and then enter the meeting number/access code (146 723 5495) and password (June23boa2020).

You may also simply call (408) 418-9388 and enter the meeting number/access code.

Those who cannot attend remotely should call (920) 746-2323 or e-mail lriemer@co.door.wi.us . We will endeavor to facilitate reasonable access for people who cannot attend remotely.

AGENDA

- 1.0 Call to order and declaration of quorum.
- 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 decision of Door County Zoning Administrator; Gibraltar.
- 3.0 Old Business.
 - 3.1 Read and act on Minutes of June 9, 2020 meeting.
 - 3.2 Final disposition of the following cases considered by the Board of Adjustment at the June 9, 2020, meeting:
Robert Hammacher and Staci Meister, John Penn.
- 4.0 Other Matters.
 - 4.1 Announce next meeting.
- 5.0 Vouchers.
- 6.0 Adjournment.

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

Fred Frey, Chair
Board of Adjustment

06/16/20

* Application materials may be viewed on-line beginning approximately four business days before the hearing at: <https://www.co.door.wi.gov/AgendaCenter>

Notice in compliance with the Americans with Disabilities Act: 1) 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 this meeting. 2) Door County is committed to making its electronic and information technology (e.g., website and contents) accessible for all persons. If you encounter difficulty accessing the posted materials for this meeting, located on-line at <https://www.co.door.wi.gov/AgendaCenter> under the committee name, please call (920) 746-2323, or send a FAX to (920) 746-2387, or send an e-mail lriemer@co.door.wi.us so that we may determine how to best assist you.

**FOR LEGAL NOTICE PUBLICATION
PUBLIC HEARING BEFORE
THE DOOR COUNTY BOARD OF ADJUSTMENT**

Door County, Wisconsin

In response to the public health emergency in connection with the COVID-19 pandemic, **the public hearing to be held by the Door County Board of Adjustment on Tuesday, June 23, 2020 will be virtual only.** The board will be assisted in conducting the hearings by staff who will be located in the Door County Government Center County Board Room (C101, 1st Floor) and Peninsula Room (C121, 1st Floor) at 421 Nebraska St., Sturgeon Bay, WI. "Virtual only" is exactly what the name implies: the hearings will be conducted by means of remote communication (i.e., teleconference or video conference).

The board business meeting to be held immediately subsequent to the hearing will also be conducted by teleconference or video conference only. Applicants and members of the public may monitor and participate in the hearing and meeting remotely only.

To join the hearing and meeting via computer, click on the following link, <https://doorcounty.webex.com/doorcounty/onstage/g.php?MTID=e95af5bcdd50fcef878eb3445810fd859>, enter your name and e-mail address when prompted (the password is entered for you), and then click "join."

Alternatively, using the free smartphone app "Cisco WebEx Meetings," click "join" a meeting and then enter the meeting number/access code (146 723 5495) and password (June23boa2020).

You may also simply call (408) 418-9388 and enter the meeting number/access code.

The hearing will begin at 2:00 p.m., to give consideration to the application listed below for an appeal, as specified in the county shoreland and comprehensive zoning ordinances:

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 issued a Door County Regular Zoning Permit and a Door County Shoreland Zoning permit authorizing the construction of a single-family residence. The specific reasons for the appeal may be reviewed by request. 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.

All interested parties are urged to view the hearings and/or give oral testimony remotely via the free software application WebEx. In-person attendance and testimony will not be permitted. Anyone wishing to offer oral testimony needs to register in advance with the Door County Land Use Services Dept.

Persons who intend to participate in a hearing are advised to be familiar with the Board of Adjustment Guidelines for Virtual Hearings. The Guidelines, which include information on how to register to testify, may be found at: <https://www.co.door.wi.gov/AgendaCenter>.

Written testimony will be accepted on 8 1/2" x 11" paper only and must be received by 3:30 p.m. the day before the hearing. Anonymous correspondence will not be accepted. Letters may be made available for public inspection upon request filed with the Land Use Services Dept. Letters will be entered into the hearing record, but individual letters will not be read aloud. **Please note: any correspondence or testimony submitted for town-level proceedings regarding these matters does NOT get forwarded to the county.**

All application materials may be viewed by request. Application materials may also be viewed on-line approximately four business days before the hearing at:

<https://www.co.door.wi.gov/AgendaCenter> . Additional materials may be posted up until 4:30 p.m. the day before the hearing.

A regular business meeting of the Board of Adjustment shall follow the public hearings.

Those who cannot attend remotely should call (920) 746-2323 or e-mail lriemer@co.door.wi.us so we may endeavor to facilitate reasonable access for you.

The list of names to whom this notice was sent via regular mail is available upon request filed with the Land Use Services Dept.

Fred Frey, Chair
Door County Board of Adjustment
Door County Government Center
421 Nebraska St.
Sturgeon Bay, WI 54235

Publication Dates: June 6, 2020 & June 13, 2020

06/02/20

RB/LR

Door County Resource Planning Committee and Board of Adjustment Guidelines for Hearings Conducted “Virtually”

To mitigate the impact of COVID-19, Resource Planning Committee and Board of Adjustment hearings and meetings will until further notice be conducted as teleconference or video conference. Members of the public may observe or participate remotely via the free software application Cisco WebEx. Information on how to participate via WebEx may be found on the hearing notice or business meeting agenda.

General Information Regarding Testimony

- Written testimony must be mailed, e-mailed, or FAXed to the Door County Land Use Services Department, and must be received by 3:30 p.m. the day prior to the hearing.

Mail: Door County Land Use Services, 421 Nebraska Street, Sturgeon Bay, WI, 54235

E-mail: Iriemer@co.door.wi.us

FAX: (920) 746-2387

Phone: (920) 746-2323

- **Anyone wishing to offer live oral testimony for a hearing must register in advance. Registration must be received by 12:00 p.m. (noon) the day before the hearing.** You may register via mail, phone, FAX, or e-mail (please see above for all contact information options). When registering to testify, please provide the following information:
 - Full name.
 - Full mailing address.
 - E-mail address.
 - Cell phone number at which you may be reached the day of the hearing.
 - Case/project about which you wish to provide testimony.
 - Whether you wish to speak in favor or in opposition.
- All live testimony will use the free software application Cisco WebEx. Information about how to access the meeting may be found on the hearing notice or business meeting agenda.
- You will not have the ability to provide handouts to committee members. Any materials you wish the committee to review and have part of the record, including anything you plan on using as a visual aid during testimony, must be received by 3:30 p.m. the day prior to the hearing so we may post them on-line.

Hearing Format

At the start of the meeting, the Chair will explain the process that will be followed for the hearings.

Staff will provide an overview of each project at the start of that particular hearing. Testimony for each hearing will be taken as follows:

- Applicant, followed by others in favor of the project.
- Testimony from anyone in opposition.
- A rebuttal round will occur if testimony in opposition has been presented.
- All testimony will be taken in the order shown on the registration list.
- Only one person at a time may speak. Please mute yourself when it is not your turn to speak.



County of Door
LAND USE SERVICES DEPARTMENT - ZONING

County Government Center
 421 Nebraska Street
 Sturgeon Bay, WI 54235

Richard D. Brauer - Zoning Administrator

Phone: (920) 746-2323

FAX: (920) 746-2387

May 4, 2020

Steve Kane
 Cottage Row Properties, LLC
 5845 Strasbourg Ct.
 Reno, NV 89511

Steve Kane
 7823 Whitecliff Road
 Egg Harbor, WI 54209

Re: Tax Parcel No. 014-68-0003

Dear Mr. Kane:

A Notice of Appeal to Board of Adjustment has been filed. A copy of the Appeal is enclosed for your records and information.

An appeal stays the decision appealed from (see s. 11.07(1)(c), Door County Comprehensive Zoning Ordinance; copy enclosed). The stay prevents further action on the Zoning Permits until the appeal is resolved. This means any and all activity authorized by the Zoning Permits must cease and desist during the pendency of the appeal.

Sincerely,

Richard D. Brauer
 Zoning Administrator

Enc.: Appeal copy
 Door County Comprehensive Zoning Ordinance Section 11.07(1)(c)

Cc: Attorney James R. Smith – Pinkert Law Firm
 Attorney Jon Pinkert – Pinkert Law Firm
 Carlson Erickson Builders – Craig Coursin
 Attorney Thomas O. Gartner – Michael Best & Friedrich LLP



County of Door
LAND USE SERVICES DEPARTMENT - ZONING

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Richard D. Brauer - Zoning Administrator
Phone: (920) 746-2217
FAX: (920) 746-2387

May 22, 2020

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

Re: April 30, 2020 Appeal of Grant of Regular Zoning Permit (Tax Parcel No. 014-68-0003)

Dear Attorney Smith:

The Door County Board of Adjustment ("BOA") will conduct a public hearing on this matter on Tuesday, June 23, 2020, at the Door County Government Center. This will more than likely be a virtual meeting and held in the early afternoon. One or more other hearings may also be scheduled on this date. Details will be provided as soon as possible.

Please feel free to contact me if you have any questions. My e-mail address is Rbrauer@co.door.wi.us.

Sincerely,

Richard D. Brauer
Zoning Administrator

Copy: Atty. Jon Pinkert
Steven Kane
Brian Zak



County of Door
LAND USE SERVICES DEPARTMENT - ZONING

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Richard D. Brauer - Zoning Administrator

Phone: (920) 746-2217

FAX: (920) 746-2387

May 22, 2020

Attorney Adam Witkov
Michael Best & Friedrich LLP
790 North Water Street Suite 2500
Milwaukee, WI 53202

Re: April 30, 2020 Appeal of Grant of Regular Zoning Permit (Tax Parcel No. 014-68-0003)

Dear Attorney Witkov:

The Door County Board of Adjustment ("BOA") will conduct a public hearing on this matter on Tuesday, June 23, 2020, at the Door County Government Center. This will more than likely be a virtual meeting and held in the early afternoon. One or more other hearings may also be scheduled on this date. Details will be provided as soon as possible.

Please feel free to contact me if you have any questions. My e-mail address is Rbrauer@co.door.wi.us.

Sincerely,

Richard D. Brauer
Zoning Administrator

Copy: Atty. Thomas Gartner

RDB

APR 30 2020

Door County, Wisconsin

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

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 F 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. Issuance of Door County Shoreland Zoning Permit for 9099 Cottage Row. A copy of the Permit is attached as Exhibit B.

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 9-26-19 incorrectly depicts the setback from the ordinary High Water Mark. A copy of the Site Plan is attached as Exhibit C. In addition, the parcel at 9099 Cottage Row is not a "Lot of Record" because the Condominium Documentation did not comply with all applicable law. A copy of the Condominium Plat is attached as Exhibit D. A copy of the Condominium Declaration, which includes a different version of the Condominium Plat, is attached as Exhibit E. The Regular Zoning Permit authorizes the construction of improvements outside of the purported "unit."

Date Filed: April 30, 2020 _____
(Signed) Appellant(s) or Agent
Adam Witkov, Attorney for Appellants

Date Fee Paid (\$750.00): 4-30-20 credit card

Notice Published: _____ Hearing Date: _____

Decision: _____

DOOR COUNTY REGULAR ZONING PERMIT



PARCEL NO. 014-68-0003

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

is issued to PROPERTIES LLC COTTAGE ROW

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 3/9/20.

Located at 9099 COTTAGE ROW ROAD

in Section 06, T 30 N, R 26 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 3/9/20.
2. The building shall not exceed an average of 35 feet in height above finished grade elevation, or 37 feet in height above preconstruction 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: 04/03/2020

Michael J. Branes
 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 GIBALTAR
 (920) 868-1714

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APR 30 2020
 DOOR COUNTY
 LAND USE SERVICES DEPARTMENT ^{LR}

PLEASE KEEP ON PREMISES DURING CONSTRUCTION

DOOR COUNTY SHORELAND ZONING PERMIT



PARCEL NO. 014-68-0003

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

is issued to PROPERTIES LLC COTTAGE ROW

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 3/9/20.

Located at 9099 COTTAGE ROW ROAD

in Section 06, T 30 N, R 26 E, Town of GIBALTAR, 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:

1. The building shall be located as shown on the staking plan submitted on 3/9/20.
2. The building shall not exceed an average of 35 feet in height above finished grade elevation, or 37 feet in height above preconstruction 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 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: 04/03/2020

Richard D. 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

<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>

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APR 30 2020 LR

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

PLEASE KEEP ON PREMISES DURING CONSTRUCTION

Thank you for your payment!

This service has been provided by Door County Planning Department, WI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Door County Planning Department, WI . 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.

Name: Joy Calmes
Address: 100 East Wisconsin Ave., Milwaukee WI, US, 53211
Contact: 4142716560
Comments:

Payment ID: 74499215
Date: 04/30/20 11:49 AM
Subtotal: \$750.00
Fee: \$24.00
Total: \$774.00
Method: Credit Card(*****8855)

Item Purchased	Transaction Description	Account	Amount
Permits	Door Co Planning	9099 Cottage Row Road	\$750.00

Signature: _____ **Date:** ____ / ____ / ____
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Door Co Planning* . If you have any questions about the charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)

EXHIBIT D

Hanger 323

COTTAGE ROW CONDOMINIUM II

LOCATED IN: GOVERNMENT LOT 1 OF SECTION 4, TOWNSHIP 30 NORTH, RANGE 27 EAST, TOWN OF OBERLIN, DOOR COUNTY, WISCONSIN



0 30 60 120 FEET

REC'D: 3/24/20
REGISTERED: 04/15/14
13-104-20020 03-10-152 PH
COURTNEY PETERSON
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE: \$20.00

Certificate of Door County Land Use Services Department:
This Cottage Row Condominium II minor site condominium plan has been submitted to and approved by the Door County Land Use Services Department.
Date: March 4, 2020
Hansel H. Cook
Door County Land Use Services

GENERAL:
Building codes depicted are based on building setbacks in effect at time of recording and shall 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 level of Green Bay is subject to the public trust in navigable waters that is established under Article I of the State Constitution.

The existing 1/2" wide ingress, egress, & utility easement is for the benefit of Unit 2 and also serves Unit 1 (part) to the south of the Condominium Parcel. Vehicle access to Unit 1 and 2 across said easement is strictly 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 THE CONDOMINIUM PLAN 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 PLAN.
DATED: 3-4-20
Aric R. Weber
ARIC R. WEBER S-2584



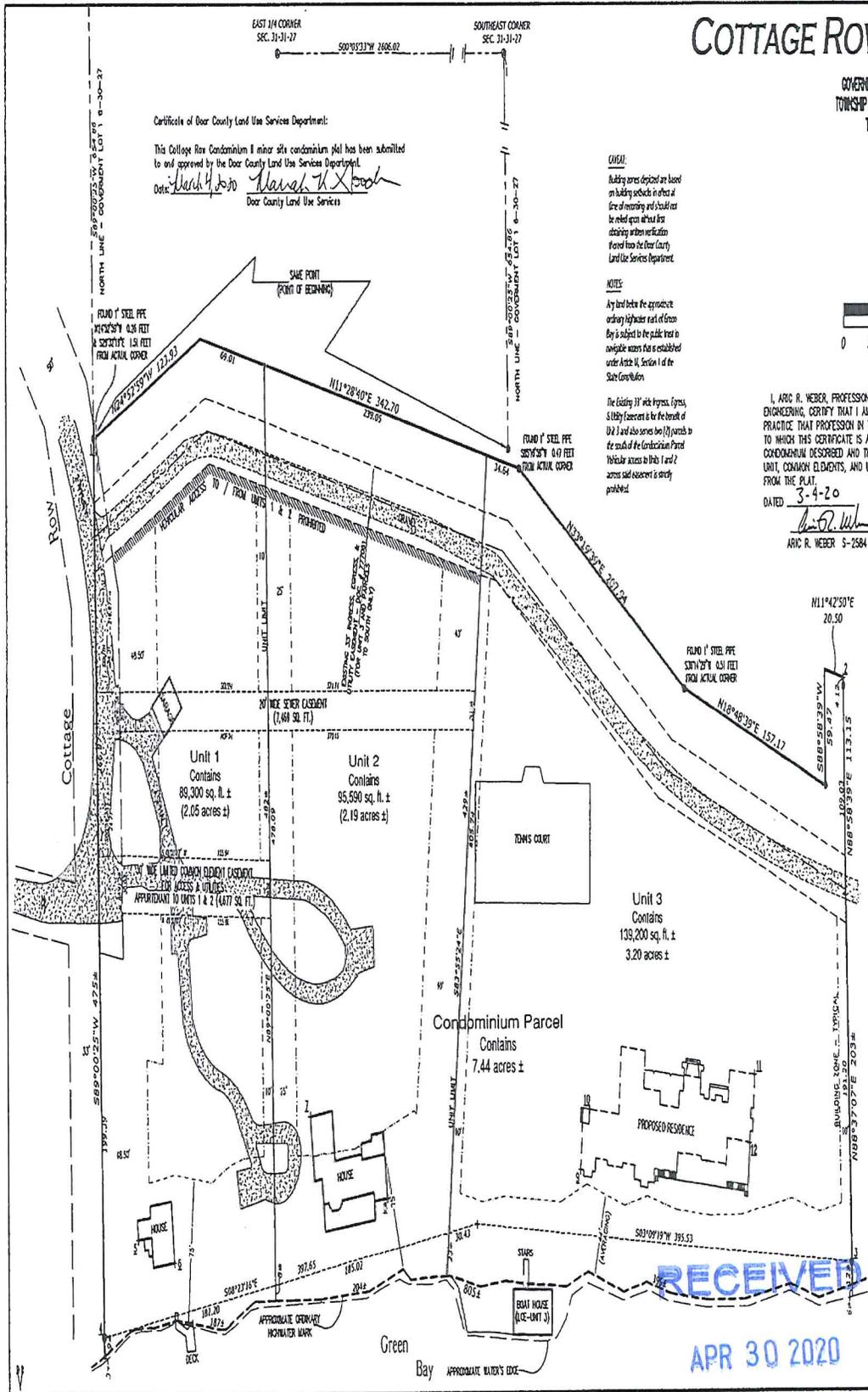
DECLARANT:
COTTAGE ROW PROPERTIES LLC
5845 STRASSBOURG COURT
RENO, NV 89511

- - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- - FOUND 1" STEEL PIPE
- - FOUND 3/4" STEEL PIPE
- - 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

LOCATIONS

No.	Northing	Easting
1	1023.29	1235.39
2	233.40	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	802.57	885.95
11	328.38	903.55
12	333.99	880.18



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APR 30 2020

DOOR COUNTY LAND USE SERVICES DEPARTMENT SHEET 1 OF 4 JOB NO. 23504 J-2-20

DOOR COUNTY LAND USE SERVICES DEPARTMENT

Hanger 323

COTTAGE ROW CONDOMINIUM II

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 ¾" 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 feet ± 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 N03°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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APR 30 2020

DOOR COUNTY
SHEET 2 OF 4

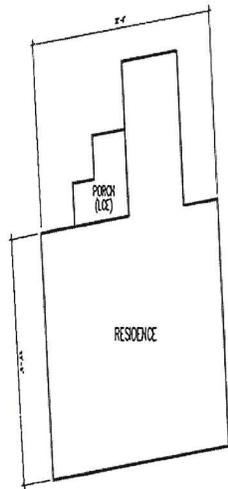
JCB NO. 23504
3-2-20

LAND USE SERVICES DEPARTMENT

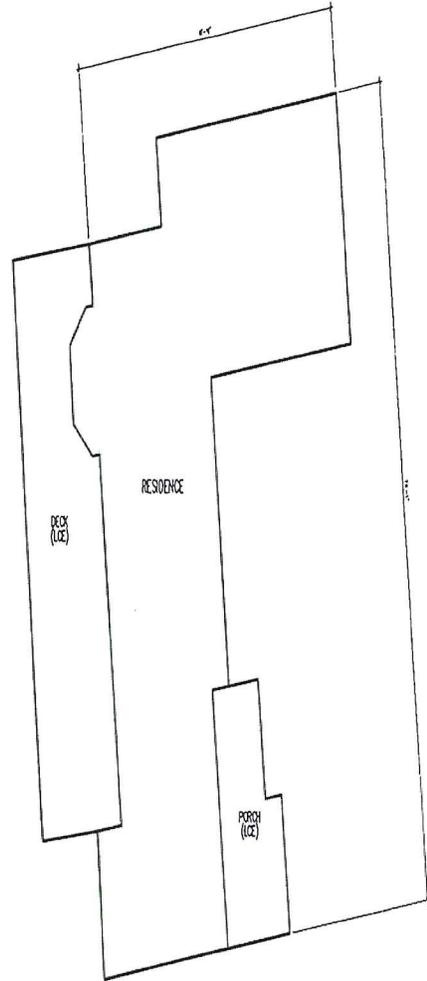
Hanger 393

COTTAGE ROW CONDOMINIUM II

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

RECEIVED

APR 30 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

D:\p\landuse\2020\1901304-17
SHEET 3 OF 4

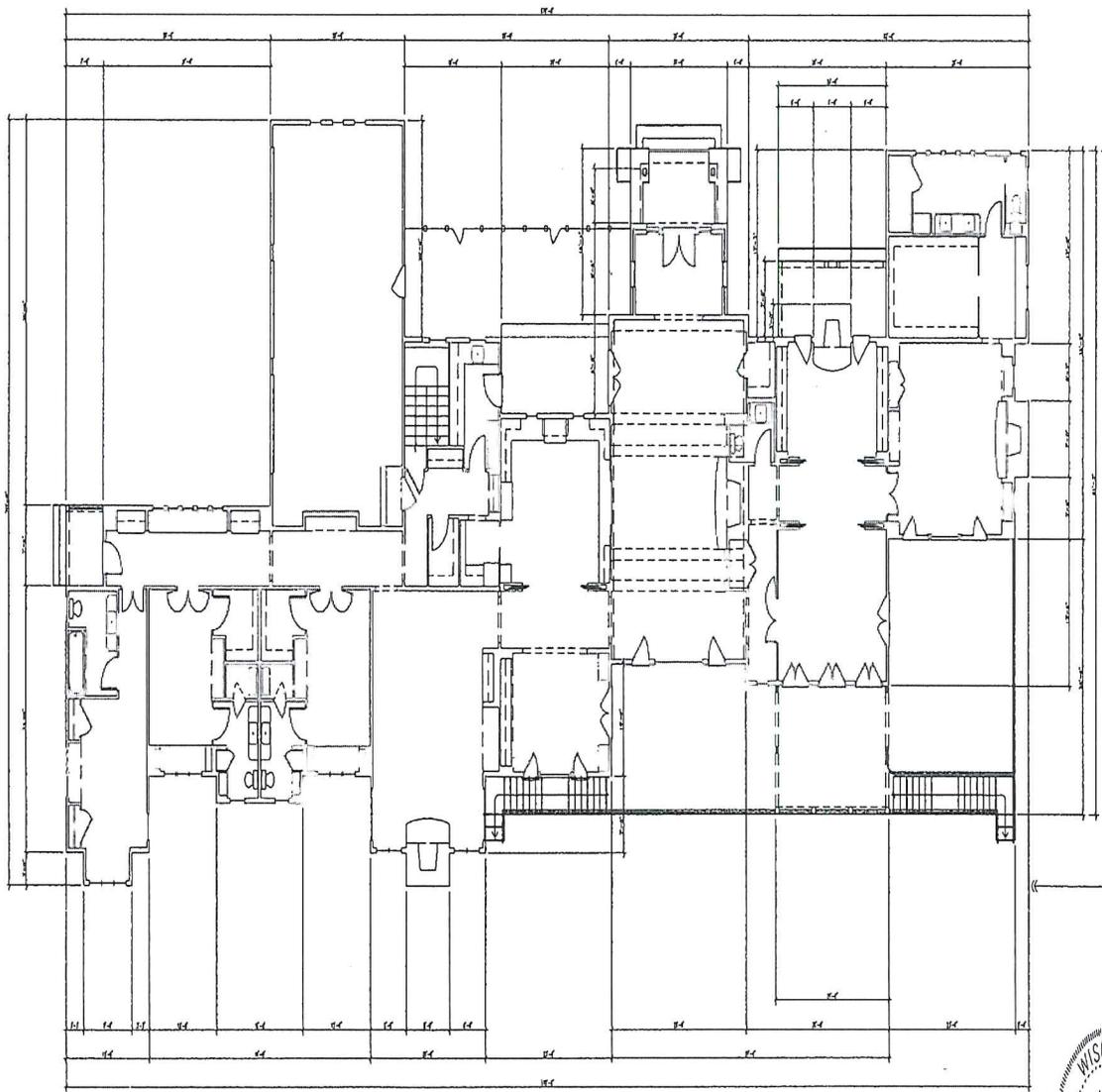
JOB NO. 23504
J-2-20



Hanger 323

COTTAGE ROW CONDOMINIUM II

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



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,990 SQ. FT. ±
NO SCALE

RECEIVED

APR 30 2020

DOOR COUNTY

LAND USE SERVICES DEPARTMENT



DOOR COUNTY PHONE 2524/2623/324-77

SHEET 4 OF 4

JOB NO. 23504
3-2-20



1049000020



DOC #: 829186
RECORDED ON:
03/04/2020 03:06:52 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 30.00

COTTAGE ROW CONDOMINIUM II DECLARATION

This Cottage Row Condominium II Declaration ("Declaration") is made this 25th day of February, 2020, by Cottage Row Properties LLC, a Wisconsin limited liability company ("Declarant").

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 thereafter, 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 the Condominium Units located thereon.

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

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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 II 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 (the "Condominium Parcel" legally described and depicted on the Condominium Plat as hereinafter defined) and the roadway shown on the Condominium Plat, and the components of the sanitary sewer system which serve more than one (1) Unit.

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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 and legally described on the attached Exhibit A, 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 portion of the Condominium Parcel 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 exterior limits 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 exterior limits of the Unit shown on the Plat, having a lower side formed by the present land surface exterior limits 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 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.

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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) **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.

(b) **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

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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.

(c) **Easement for Construction, Access, and Maintenance.** Declarant further reserves for itself and its successors and assigns a right of access over, across and through the Condominium Parcel 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.

(d) **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 appurtenant 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

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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, Repair, and Replacement 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 the cost of 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

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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.

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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

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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]

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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

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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.

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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.

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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.

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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.

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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

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- (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, and by all mortgagees of any such Units having bona fide mortgage liens of record against any such Unit(s).

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 Devisees 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.

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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 Covenants. 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.

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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 upon the Association shall be served upon:

PLF Registered Agents LLC
454 Kentucky Street
Sturgeon Bay, WI 54235

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.

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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.

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Dated this 25th day of FEBRUARY, 2020.

Cottage Row Properties LLC

S. Kane

By: Steven Kane, Member

Jacqueline P. Kane

By: Jacqueline Kane, Member

AUTHENTICATION

Signature of Steven Kane authenticated this 28th day of February, 2020.

James R. Smith
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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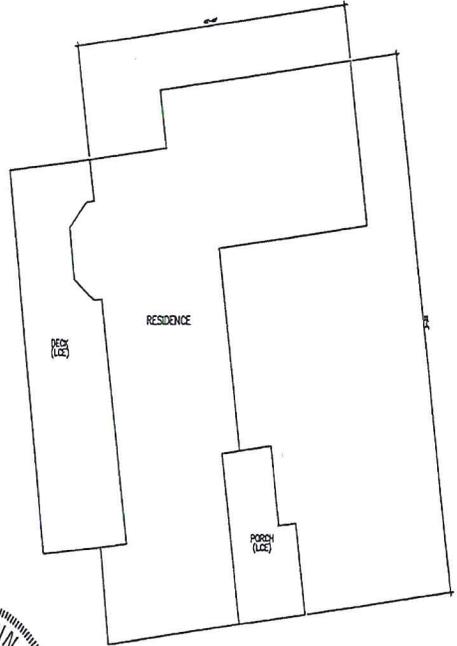
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COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GBALTAR,
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



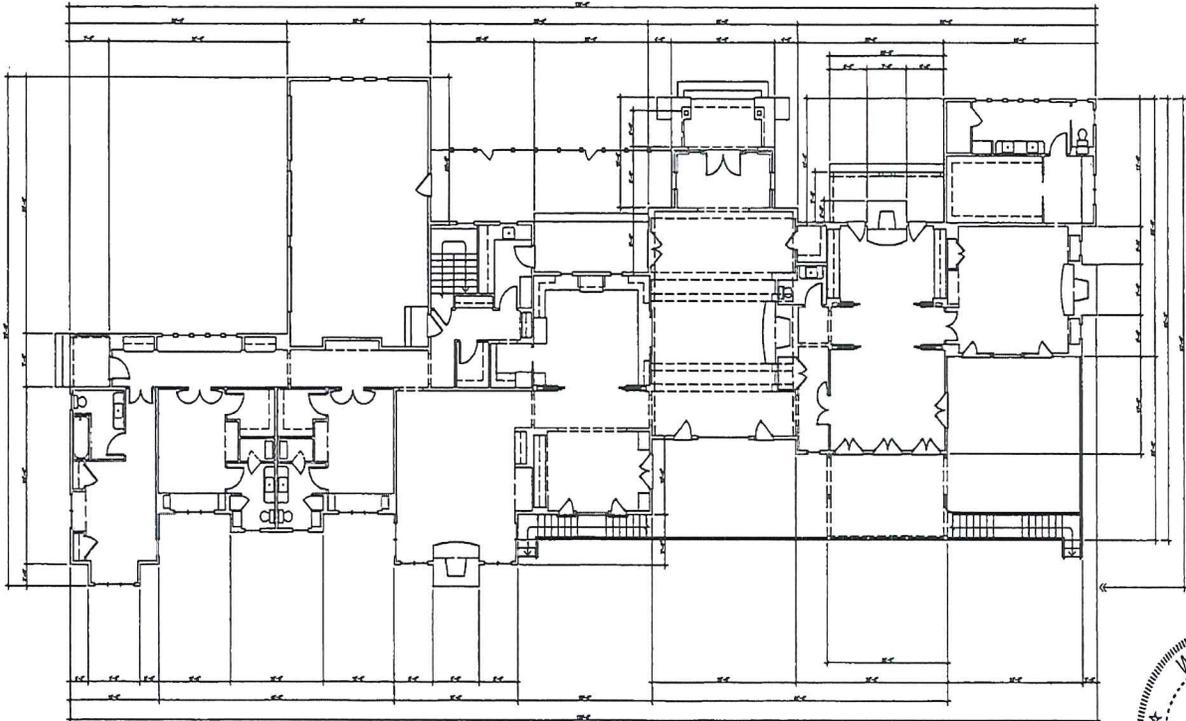
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COTTAGE ROW CONDOMINIUM II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 33 NORTH, RANGE 27 EAST,
TOWN OF GBALGAR,
DOOR COUNTY,
WISCONSIN



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,990 SQ. FT. ±
NO SCALE



CAD: [unclear] DATE: 2/20/20 DRAWN: [unclear]
SHEET 4 OF 4 JOB NO. 23304 3-2-20

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Exhibit F

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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Witkov, Adam E (18292)

From: Adam Witkov <awitkov@gmail.com>
Sent: Thursday, April 30, 2020 12:30 PM
To: Witkov, Adam E (18292)
Subject: Fwd: Your Receipt

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Sent from my iPhone

Begin forwarded message:

From: support@pointandpay.com
Date: April 30, 2020 at 11:49:52 AM CDT
To: awitkov@gmail.com
Subject: Your Receipt

Greetings,

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.

Your payment ID is: 74499215

Items Paid For:

Description: Permits
Amount Paid: \$750.00
Property Owner Name: Stephan B. Nordstrom et al.
Property Owner Address: 9099 Cottage Row Road
Additional Info: This is the fee for our Notice of Appeal to Board of Adjustment Related to 9099 Cottage Row Road

Customer Information:

First Name: Joy
Last Name: Calmes
Address Line 1: 100 East Wisconsin Ave.
Address Line 2: #3300
City: Milwaukee
State: Wisconsin
Zip Code: 53211
Phone Number: 414.271.6560
Email Address: awitkov@gmail.com

Payment Information:

Subtotal: \$750.00

Fee Total: \$24.00

Total: \$774.00

Datetime: 04/30/2020 11:49:47

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Thank you for your payment!

This service has been provided by Door County Planning Department, WI and Point & Pay. We value your business. Please keep this receipt for future reference.

You have made a payment to Door County Planning Department, WI . 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.

Name: Joy Calmes
Address: 100 East Wisconsin Ave., Milwaukee WI, US, 53211
Contact: 4142716560
Comments:

Payment ID: 74499215
Date: 04/30/20 11:49 AM
Subtotal: \$750.00
Fee: \$24.00
Total: \$774.00
Method: Credit Card(*****8855)

Item Purchased	Transaction Description	Account	Amount
Permits	Door Co Planning	9099 Cottage Row Road	\$750.00

Signature: _____ **Date:** ____/____/____
By signing this receipt you agree to the terms and conditions of this service.

You will see one line item on your credit or debit card statement indicating the amount you paid and will be identified as *Door Co Planning* . If you have any questions about the charges please call 1-888-891-6064.

[Print Receipt](#) [Close Window](#)

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

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

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.

Kenel: 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

Shoreland ordinance

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.

Shoreland

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DOOR COUNTY
LAND DIVISION
ORDINANCE

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DOOR COUNTY, WISCONSIN

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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 outlet within a recorded subdivision plat without changing exterior boundaries of said block, lot or outlet 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.

P **PINKERT**
LAW FIRM LLP

JAMES R. SMITH
RICHARD A. HAUSER
JON R. PINKERT *
JENNIFER C. HOBART
AMY M. SULLIVAN
TYLER D. PLUFF
MICHAEL J. DeCHECK

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P.O. BOX 89
STURGEON BAY, WISCONSIN 54235-0089
TELEPHONE (920)743-6505
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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

* Court Commissioner

March 31, 2020

Mr. Richard R. Brauer
Zoning Administrator
Door County Land Use Services
421 Nebraska Street
Sturgeon Bay, Wisconsin 54235

Via US Mail and E-Mail
rbrauer@co.door.wi.us

Re: Cottage Row Properties LLC
Tax Parcel No 014-01-06302711C

Dear Mr. Brauer:

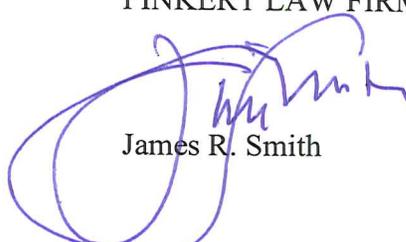
Enclosed please find the Application for Minor Land Division (site condominium) submitted on behalf of Cottage Row Properties LLC regarding the above-referenced property. Also enclosed is the application fee of \$225.00.

As directed by your office, based on the advice you received from Grant Thomas, Corporation Counsel, I am submitting the plat review application and fee for Cottage Row Condominium II, said plat having been previously signed off on and recorded in the Office of the Register of Deeds along with the Declaration for said condominium.

If you need anything further at this time, please advise.

Sincerely,

PINKERT LAW FIRM LLP



James R. Smith

JRS/mah
Enclosures
c w/enclosures: Cottage Row Properties LLC

f:\clients\k\kane steven & jacqueline\cottage row\brauer 03-31-20.docx

RECEIVED
APR 3 2020
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

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

APPLICATION FOR MINOR LAND DIVISION (SITE CONDOMINIUM)
UNDER CHAPTER 4, DOOR COUNTY LAND DIVISION ORDINANCE

1. NAME AND ADDRESS OF PROPERTY OWNER

Name Cottage Row Properties LLC
Street 7823 White Cliff Road
City Egg Harbor State WI Zip 54209
Home Telephone # 650-464-1000
Daytime Telephone # 650-464-1001
(If additional property owners, list them below)

Name none
Street _____
City _____ State _____ Zip _____
Home Telephone # _____
Daytime Telephone # _____

2. LOCATION OF LAND DIVISION

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

UNITS

3. TOTAL NUMBER OF PARCELS CREATED

Number of parcels Three (3) units

4. SURVEYOR AND/OR AGENT

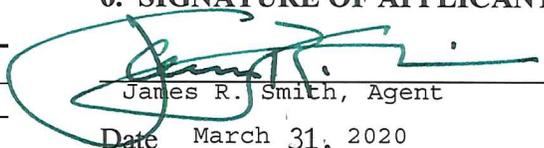
Surveyor Baudhuin Incorporated
Primary Contact Dennis Van Bramer
Phone No. 920-743-8211
Agent none
Phone No. ---

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



James R. Smith, Agent
Date March 31, 2020

7. Who should be called when CSM is signed?

N/A

8. Special Instructions:

None

FOR OFFICE USE ONLY

Shoreland Zoning Yes/No

CSM SENT TO REAL PROPERTY YES / NO

Receipt No. 1111 Fee 225⁰⁰ Date 4-3-20

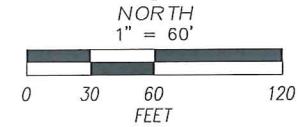
Check for Register of Deeds in drawer?
Yes _____ No _____

Delivered to Deeds – Date: _____ Name: _____

RECEIVED
APR 3 2020
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

COTTAGE ROW CONDOMINIUM II

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



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' wide Ingress, Egress, & Utility Easement is for the benefit of Unit 3 and also 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 **3-4-20**

ARIC R. WEBER S-2584

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

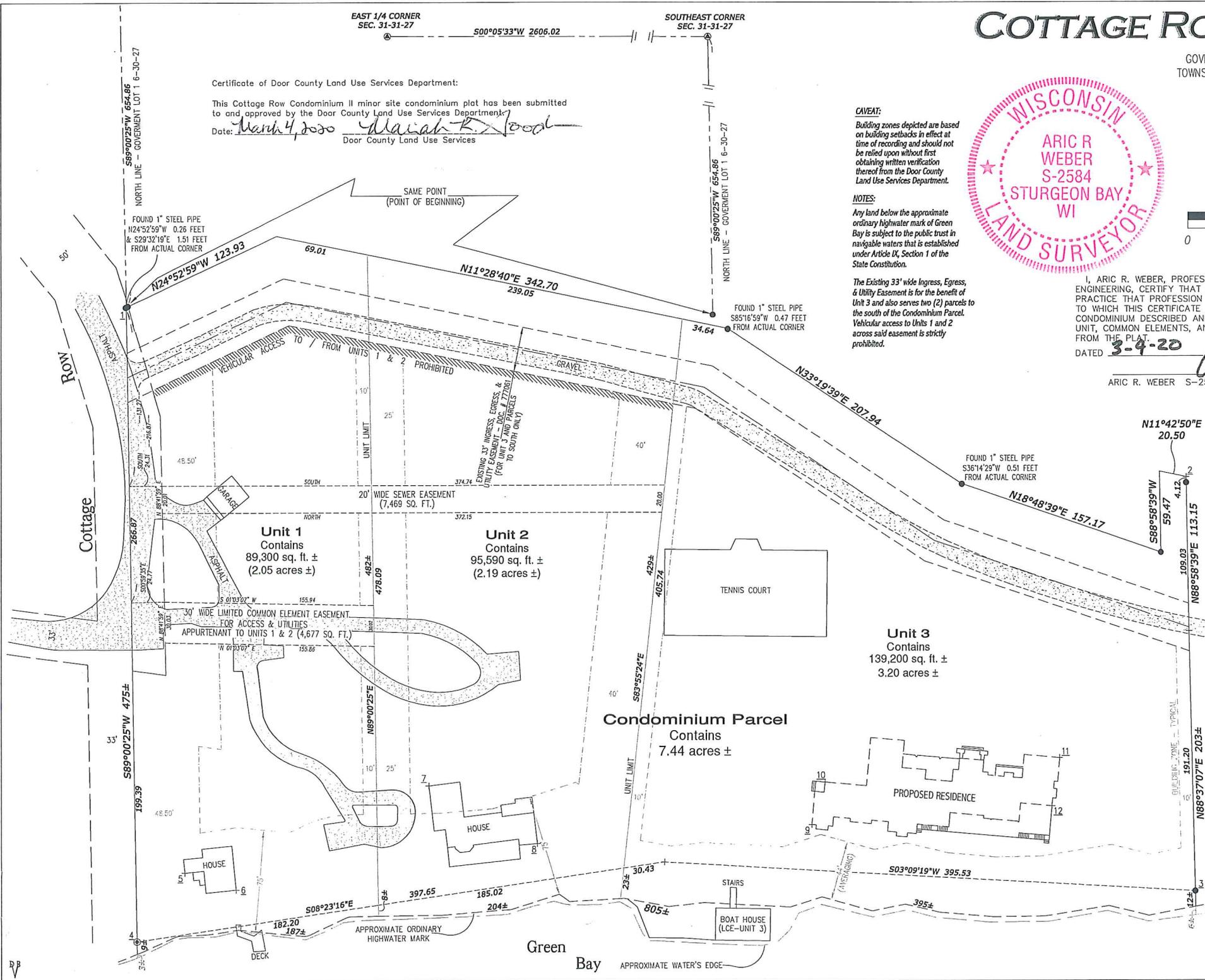
- ⊙ - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- - FOUND 1" STEEL PIPE
- ⊙ - FOUND 3/4" STEEL ROD
- ⊠ - FOUND 4"x4" CONCRETE MONUMENT
- Z+ - LOCATOR
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT

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

Certificate of Door County Land Use Services Department:

This Cottage Row Condominium II minor site condominium plat has been submitted to and approved by the Door County Land Use Services Department.
Date: March 4, 2020 Maiah R. Wood
Door County Land Use Services



COTTAGE ROW CONDOMINIUM II

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 feet ± 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:

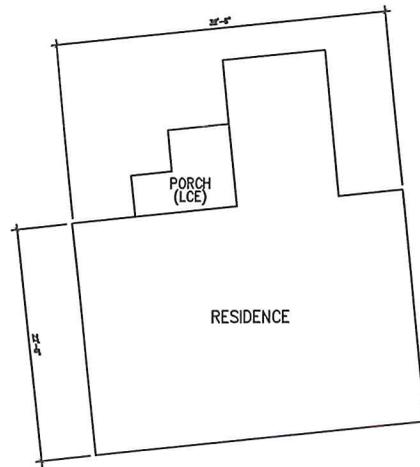
Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence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

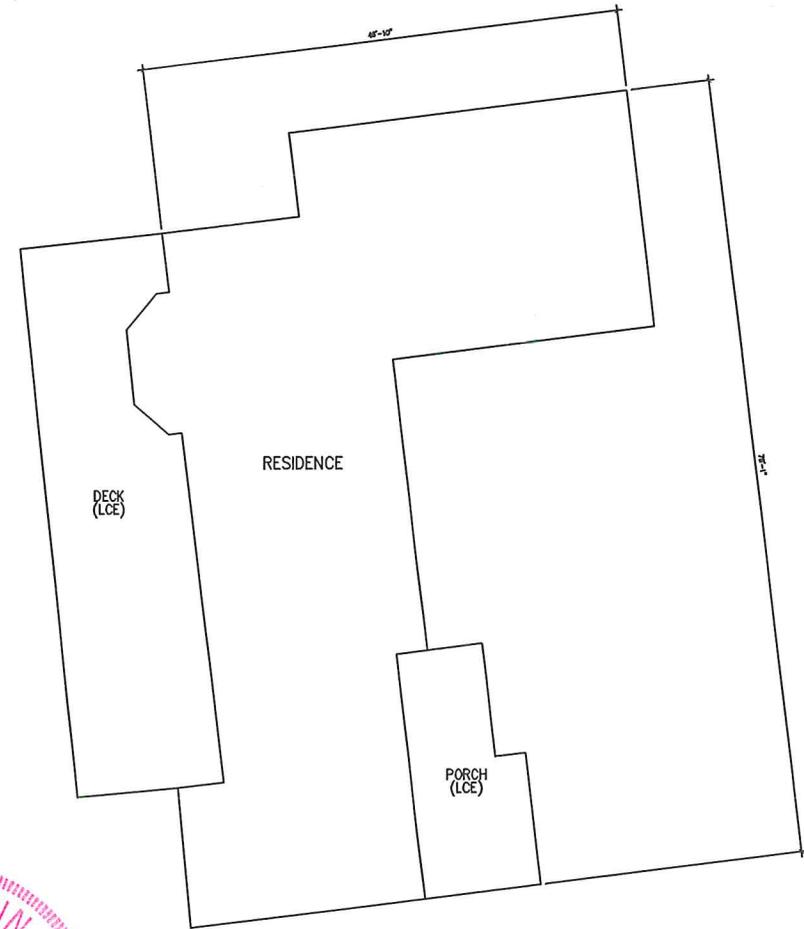


COTTAGE ROW CONDOMINIUM II

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



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

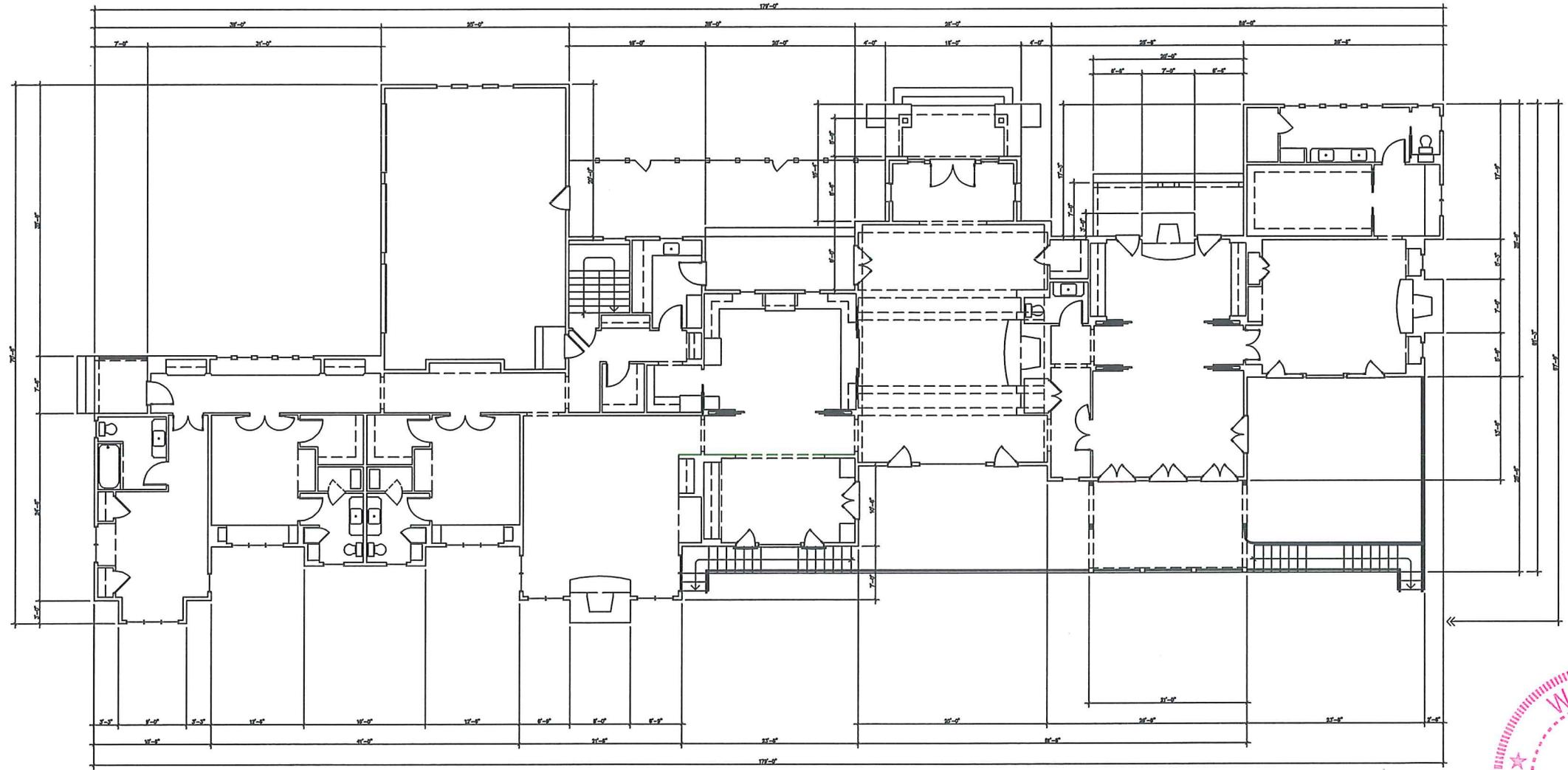


RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE



COTTAGE ROW CONDOMINIUM II

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



RESIDENCE -- UNIT 3 MAIN FLOOR PLAN
6,990 SQ. FT. ±
NO SCALE



COTTAGE ROW CONDOMINIUM II

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



1" = 60'



Certificate of Door County Land Use Services Department:
 This Cottage Row Condominium II minor site condominium plat has been submitted to and approved by the Door County Land Use Services Department.
 Date: March 4, 2020 Mariah K. Wood
 Door County Land Use Services

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' wide Ingress, Egress, & Utility Easement is for the benefit of Unit 3 and also 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 BAUDHUIJ 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 3-4-20

Aric R. Weber
 ARIC R. WEBER S-2584

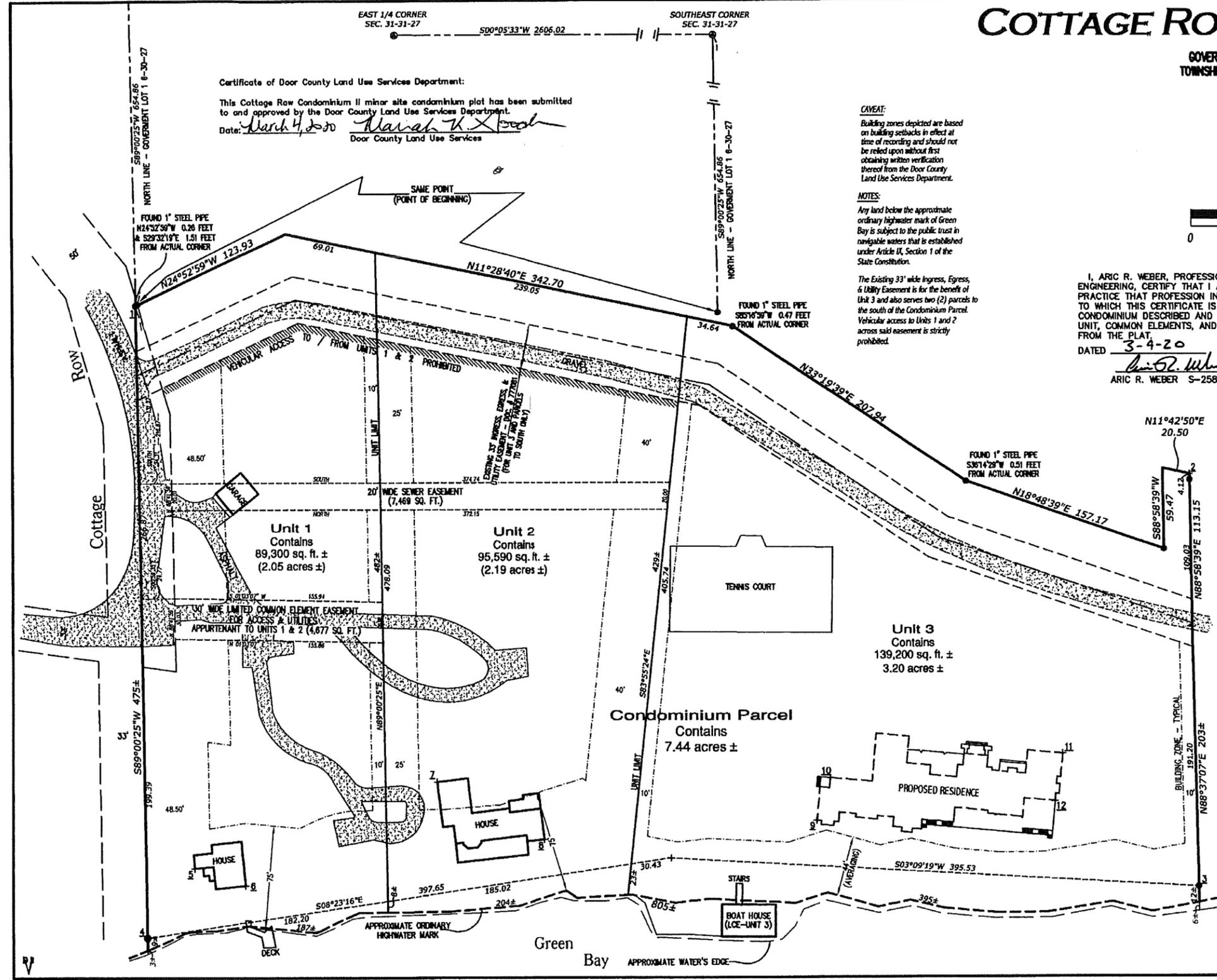


DECLARANT:
 COTTAGE ROW PROPERTIES LLC
 5845 STRASBOURG COURT
 RENO, NV
 89511

- - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- - FOUND 1" STEEL PIPE
- - FOUND 3/4" STEEL ROD
- - FOUND 4"x4" CONCRETE MONUMENT
- Z+ - 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 II

LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTA, 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 feet ± 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:

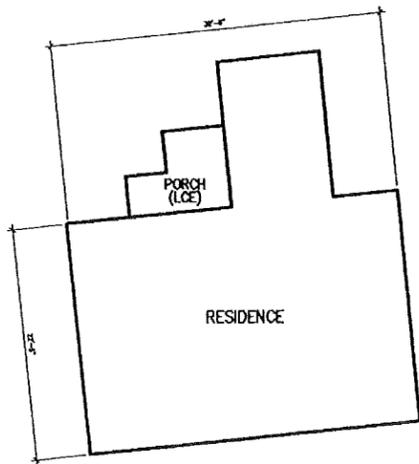
Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence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

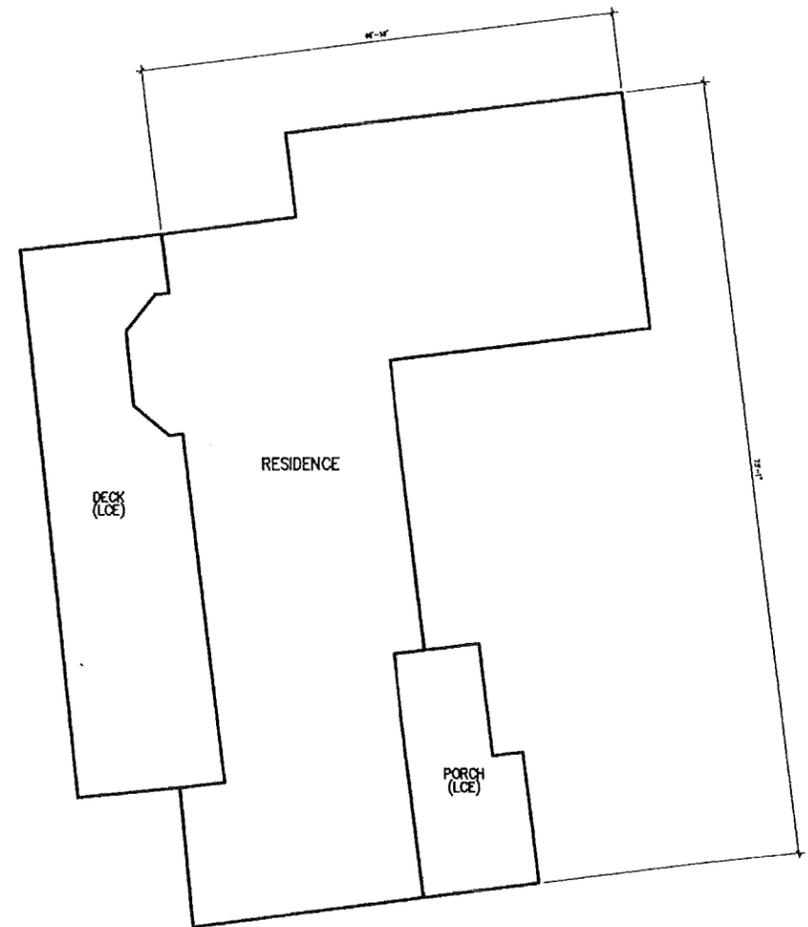


COTTAGE ROW CONDOMINIUM II

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



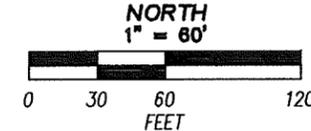
V

Hanger 323

COTTAGE ROW CONDOMINIUM II

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

DOC #: 829187
RECORDED ON:
03/04/2020 03:06:52 PM
CAREY PETERSILKA
REGISTER OF DEEDS
DOOR COUNTY, WI
FEE AMOUNT PAID: 50.00



Certificate of Door County Land Use Services Department:
This Cottage Row Condominium II minor site condominium plat has been submitted to and approved by the Door County Land Use Services Department.
Date: March 4, 2020 *Maiah K. X. Pool*
Door County Land Use Services

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' wide Ingress, Egress, & Utility Easement is for the benefit of Unit 3 and also 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 3-4-20
Aric R. Weber
ARIC R. WEBER S-2584

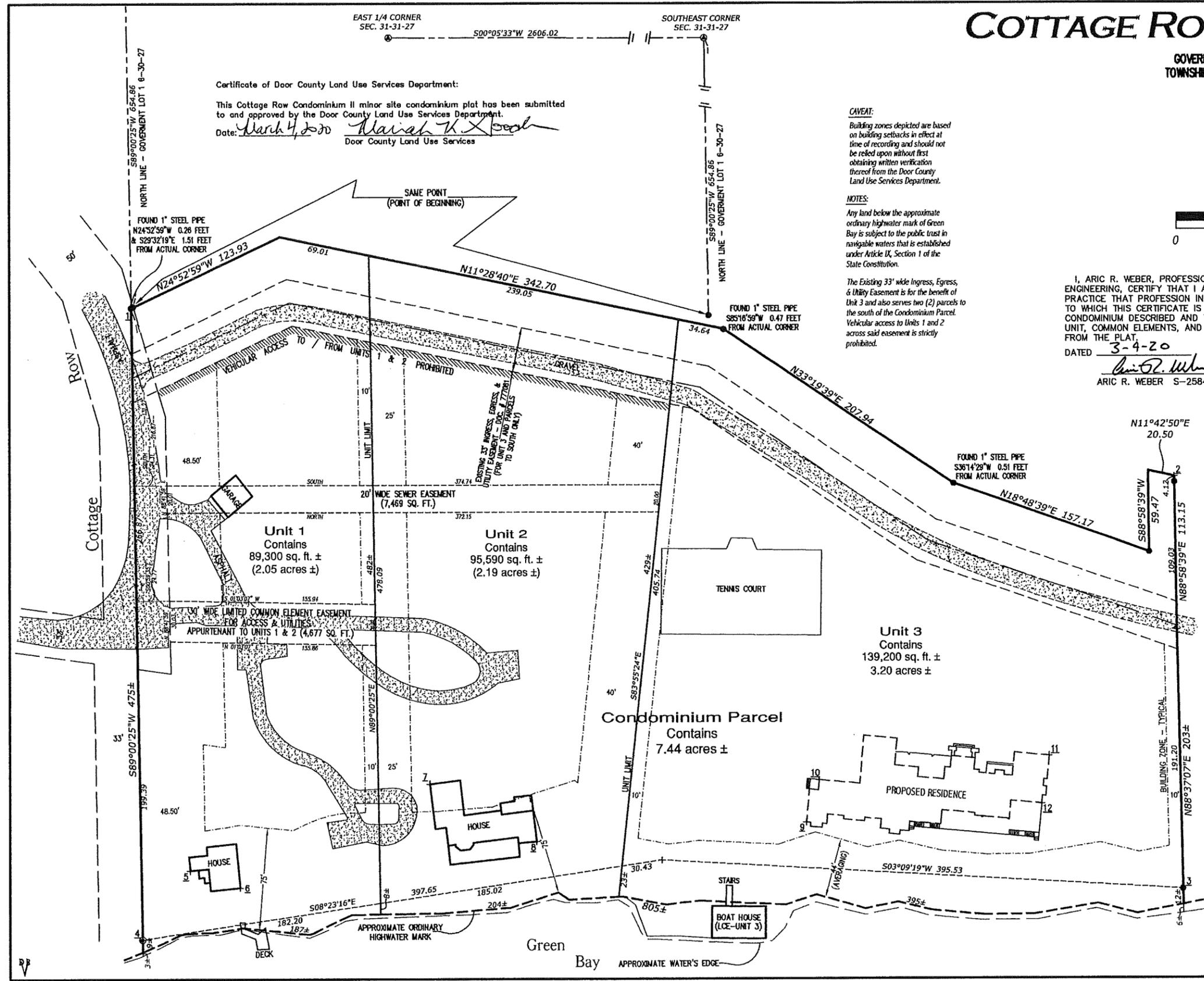


DECLARANT:
COTTAGE ROW PROPERTIES LLC
5845 STRASBOURG COURT
RENO, NV
89511

- ⊙ - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
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GOVERNMENT LOT 1 OF SECTION 6,
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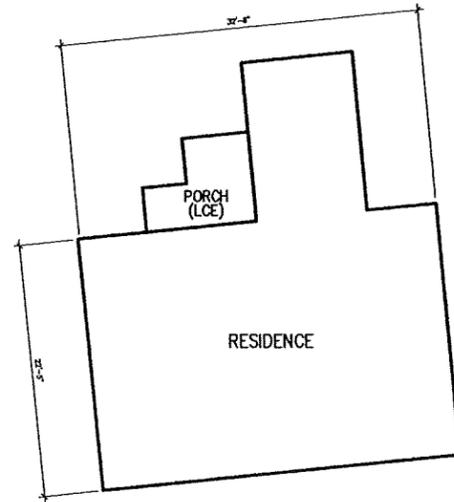
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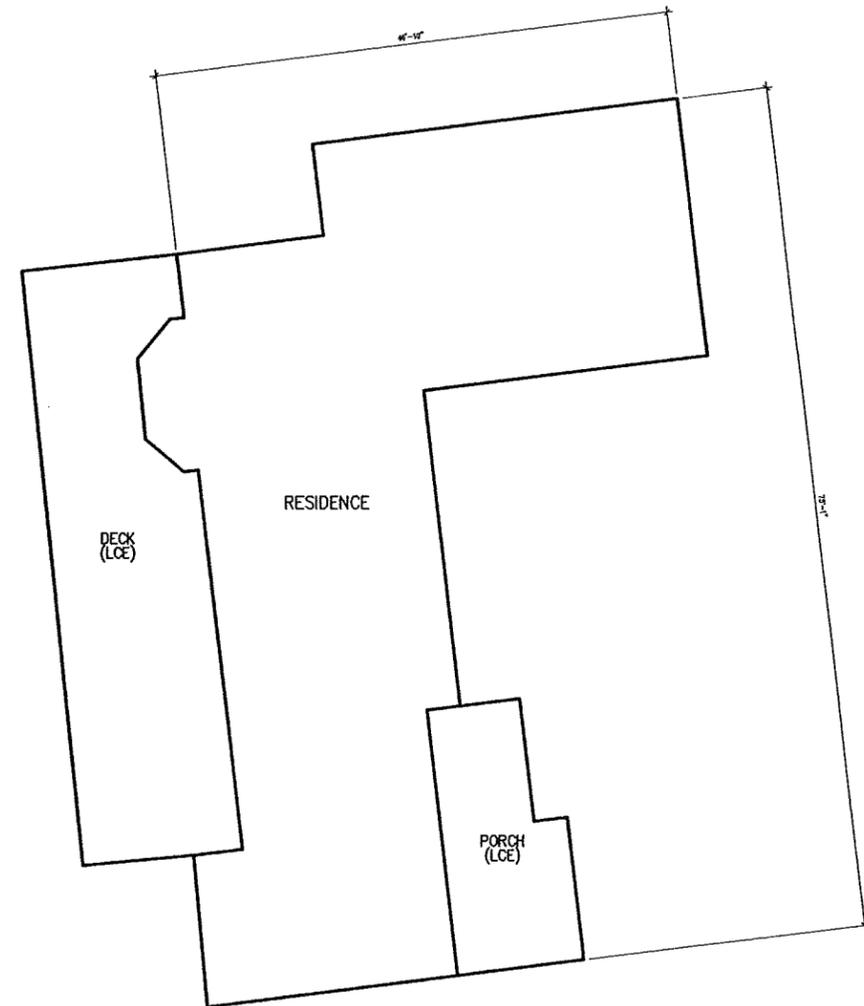
VP

COTTAGE ROW CONDOMINIUM II

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



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



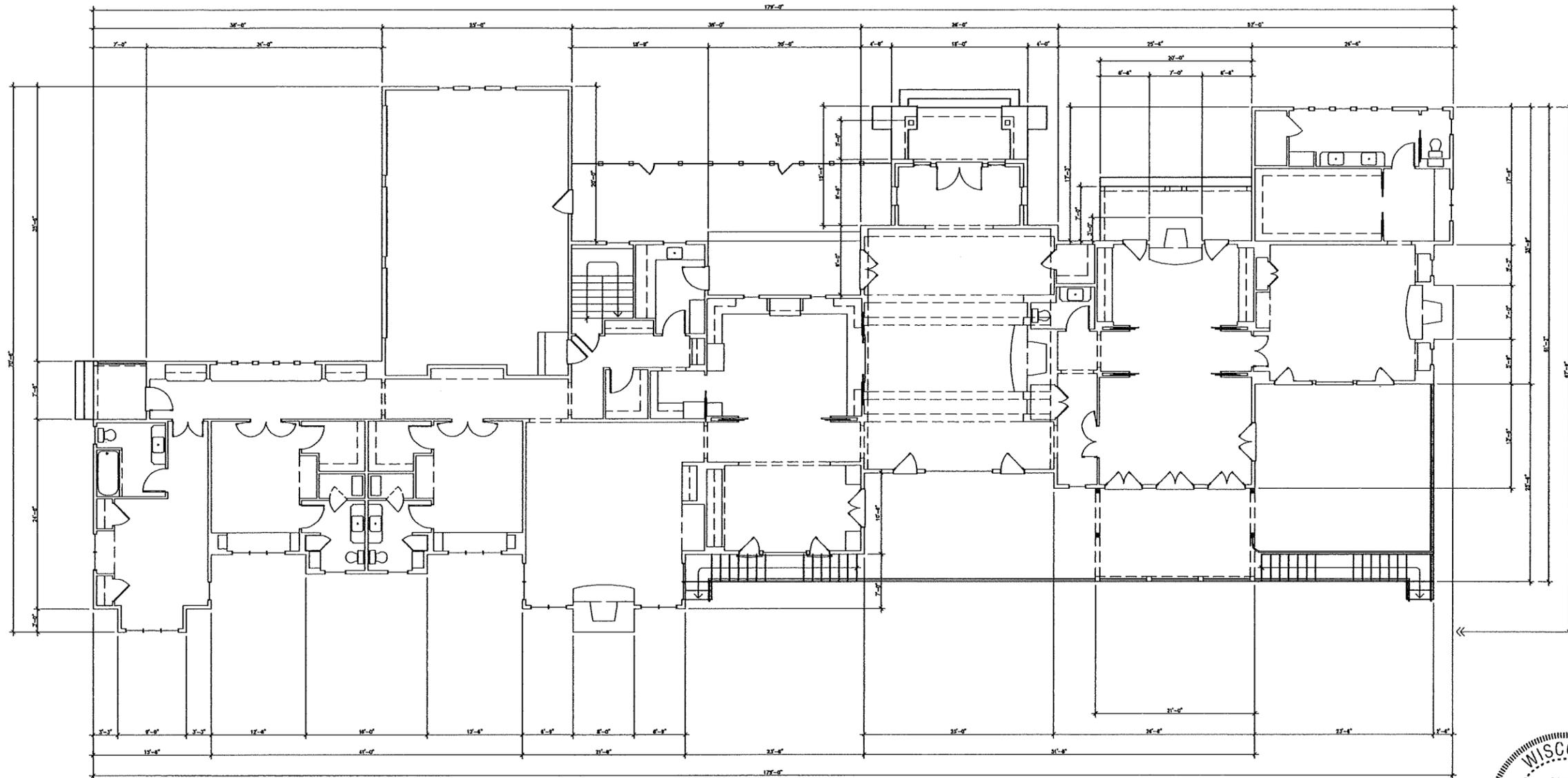
RESIDENCE - UNIT 2 MAIN FLOOR PLAN
2,100 SQ. FT. ±
NO SCALE



Hanger 323

COTTAGE ROW CONDOMINIUM II

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



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,990 SQ. FT. ±
NO SCALE



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

MAR 09 2020

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.

MAR 17 2020

1. OWNER NAME AND MAILING ADDRESS

Name Cottage Row Properties LLC
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: SEK17@CORNELL.EDU

5. REQUIRED

- 1) A site plan showing expansion & written description of the proposed mitigation measures: (See Mitigation Handbook)
a) Provide existing Impervious Surface Ratio.
b) 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) 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).

2. BUILDING SITE LOCATION

Fire # 9099 Road Cottage Row Road
Town of Gibraltar
Parcel No. 014-68-0003

3. ENGINEER OR LANDSCAPE ARCHITECT NAME AND MAILING ADDRESS

Name Baudhin Inc.
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)

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

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.

Parcel No. 014-68-0003

8. SIGNATURE OF APPLICANT OR AGENT

Signature: [Handwritten Signature]
Date: 03-05-20

(FOR OFFICE USE ONLY)

Mitigation Project: New SFR Receipt 853 Fee 500 Date 3-9-20

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

Date Mitigation plan submitted: 3-9-20

Mitigation Plan Approved: Yes No

Mitigation affidavit: Date created: 3-12-20 Date recorded: 4-3-20

Permit Issued: (by) R.B. (date) 4-3-20 (for) two (2) points of mitigation to allow an increase of

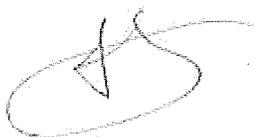
impervious surface from 15% up to 30% as per plans submitted.

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

Brauer, Rick

From: Jim Smith <JSmith@pinkertlawfirm.com>
Sent: Thursday, March 12, 2020 11:07 AM
To: Brauer, Rick
Cc: Hartwig, Mary A
Subject: authorized signatory for Cottage Row Properties LLC

Rick. In answer to your question, either Steve or Jackie, or both are authorized to sign documents on behalf of the LLC.



Attorney 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



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SITE PLAN

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

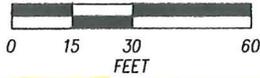
RECEIVED

MAR 09 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT



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%

BOAT
SLIP

44'

24' WALK

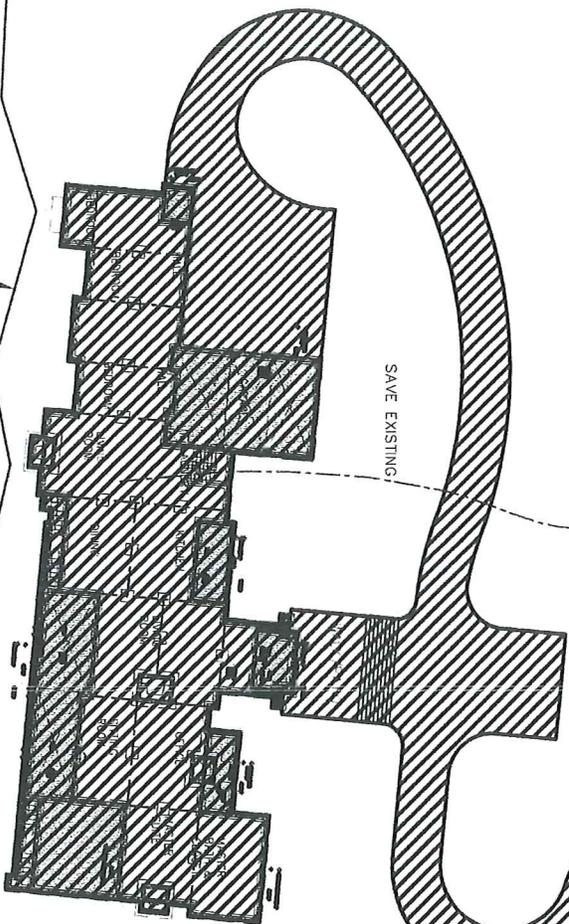
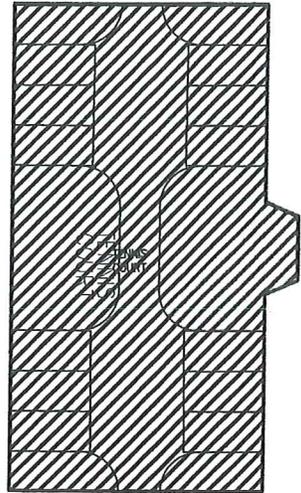
HIGH WATER MARK

PATH

SAVE EXISTING

BUILDING SETBACK

10'



RECEIVED

MAR 09 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT**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

RECEIVED

MAR 09 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

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

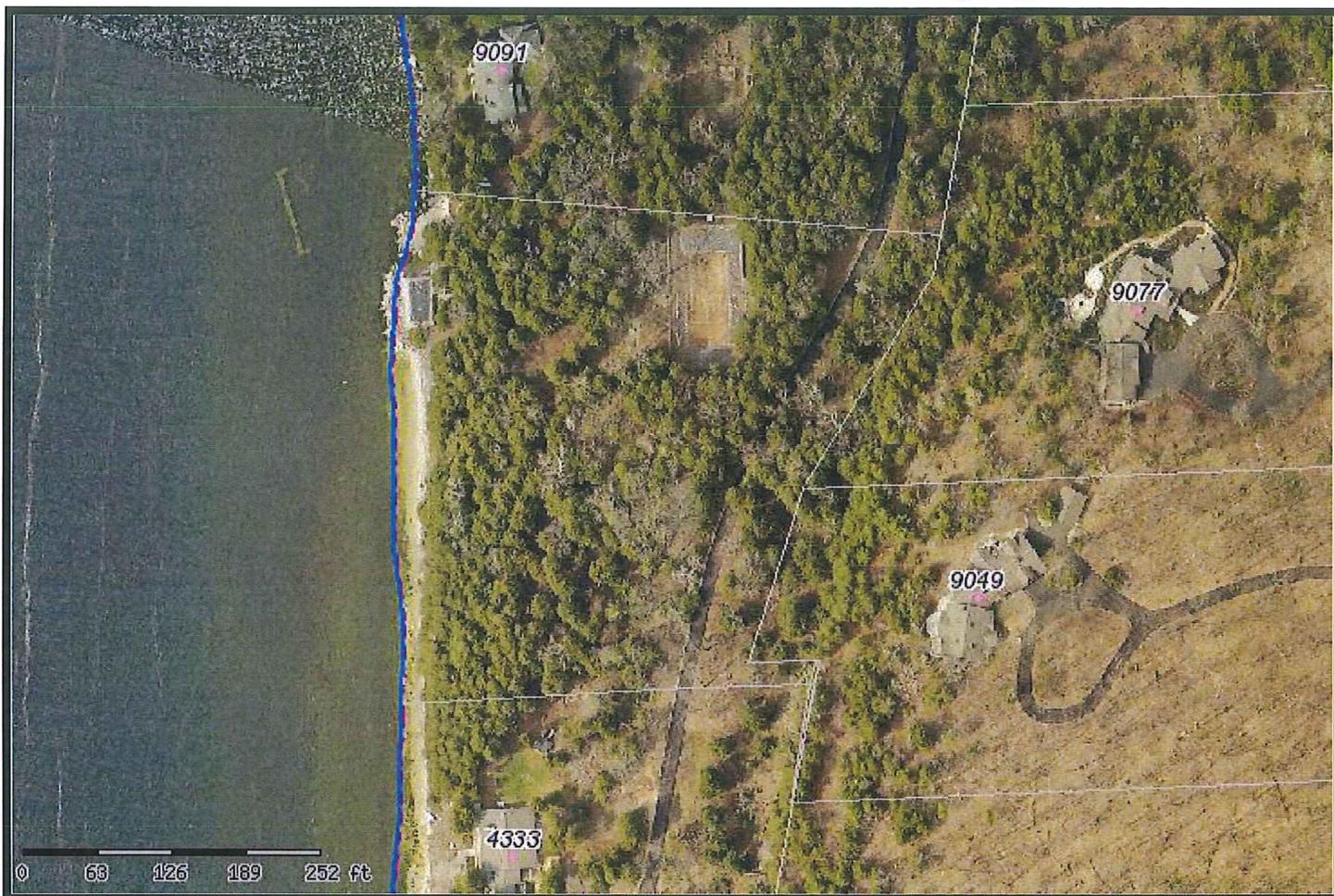
Map

Printed 03/12/2020 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.



**County of Door
LAND USE SERVICES**

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

Phone: (920) 746-2323

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: Cottage Row Properties, LLC

SIGNATURE: *Steven Kane* *Jacqueline P. Kane* DATE: 3/16/20

By: Steven Kane, Member & Jacqueline P. Kane, Member

PARCEL NUMBER: 014 - 68 - 0003

FIRE NUMBER & STREET ADDRESS OF PROJECT: 9099 Cottage Row Road
Town of Gibraltar

APR - 3 2020



**County of Door
LAND USE SERVICES**

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Sturgeon Bay, WI 54235

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

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FAX: (920) 746-2387

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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):

Cottage Row Properties LLC

Signature: [Handwritten Signature]

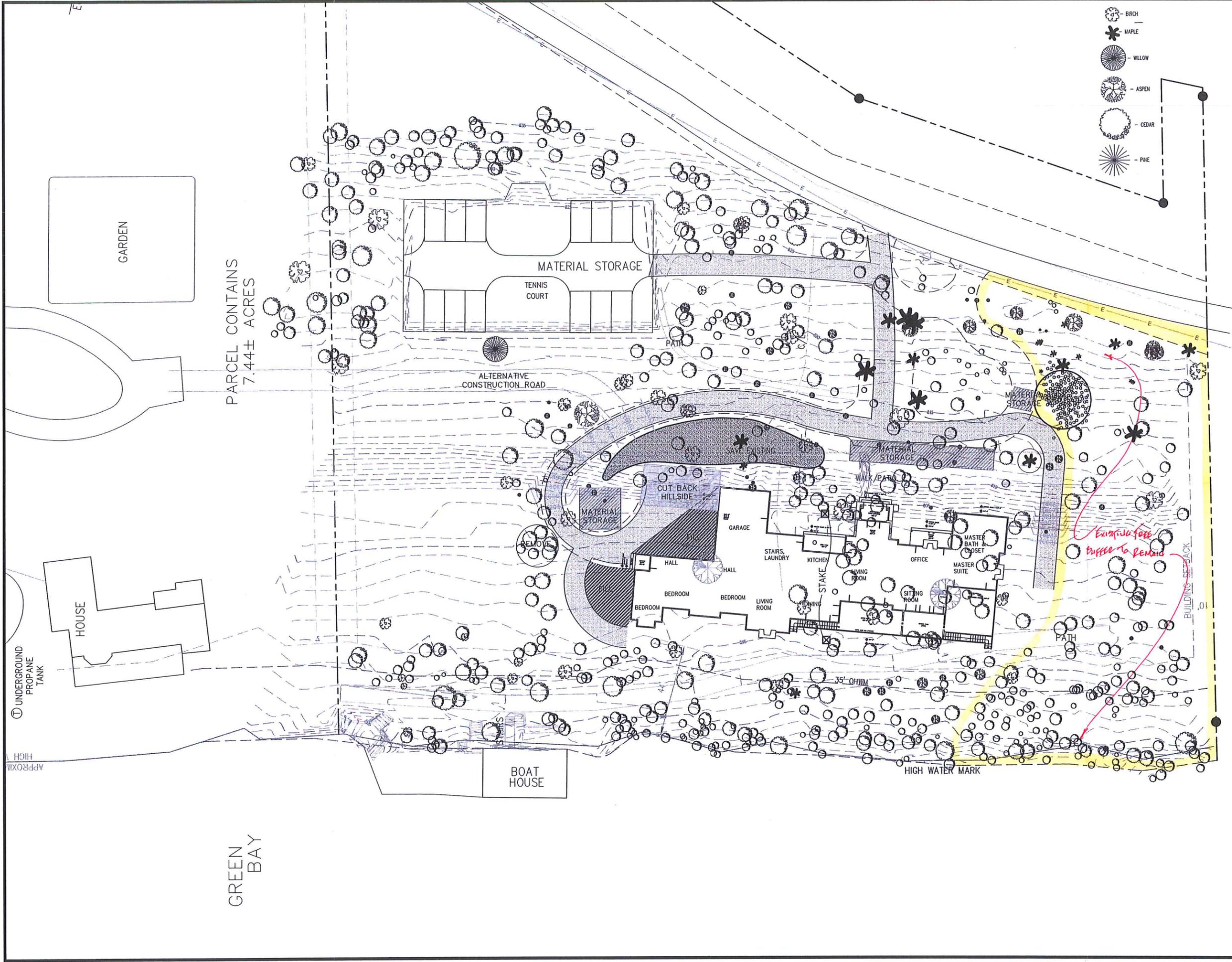
Date: 3/31/20

Signature: [Handwritten Signature]

Date: 3/31/20

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

Fire Number & Street Address (of Project): 9099 Cottage Row Road, Fish Creek, WI 54212



- BIRCH
- MAPLE
- WILLOW
- ASPEN
- CEDAR
- PINE

RECEIVED
 SEP 12 2019
 DOOR COUNTY
 LAND USE SERVICES DEPARTMENT

PRELIMINARY PLAN
 NOT APPROVED
 FOR CONSTRUCTION

SCALE: 1" = 20'

0 10 20 30

COPYRIGHT © LAKESHORES
 LANDSCAPE & DESIGN, INC. 2015
 THESE PLANS ARE THE PROPERTY OF LAKESHORES
 LANDSCAPE & DESIGN, INC. NO PART OF THESE
 PLANS OR THE INFORMATION CONTAINED HEREIN
 MAY BE REPRODUCED OR TRANSMITTED IN ANY
 FORM OR BY ANY MEANS, ELECTRONIC OR
 MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE WRITTEN PERMISSION OF LAKESHORES
 LANDSCAPE & DESIGN, INC. THESE PLANS
 AND DETAILS ARE NOT TO BE USED FOR
 ANY OTHER PROJECT OR FOR ANY OTHER
 LOCATION.

KANE RESIDENCE

CONTACT: STEVE & JACKIE
 ADDRESS: 9099 COTTAGE ROW
 PHONE:
 DATE CREATED: 2-28-19
 DRAWING NAME: CONCEPT

DATE REVISED: 7-31-19
 SHEET NUMBER: 1 - 1

JOHN D. MEREDITH
 LANDSCAPE ARCHITECT #144
 5865 STATE HIGHWAY 42
 STURGEON BAY, WI 54235
 PHONE: (920) 743 - 6005
 E-MAIL: jMeredithRLA@gmail.com

LAKESHORES
 landscape & design inc.

PARCEL CONTAINS
 7.44± ACRES

GREEN
 BAY

① UNDERGROUND
 PROPANE
 TANK

APPROXIMATE

GARDEN

MATERIAL STORAGE

TENNIS COURT

ALTERNATIVE
 CONSTRUCTION ROAD

MATERIAL STORAGE

GARAGE

STAIRS,
 LAUNDRY

KITCHEN

LIVING ROOM

OFFICE

MASTER
 BATH &
 CLOSET

MASTER
 SUITE

HALL

HALL

BEDROOM

BEDROOM

BEDROOM

LIVING ROOM

SITTING ROOM

MATERIAL STORAGE

CUT BACK
 HILLSIDE

REMOVED

SAVED EXISTING

MATERIAL STORAGE

MATERIAL STORAGE

WALK/PATH

PATH

HIGH WATER MARK

BUILDING SETBACK

35' DRIVEWAY

Existing fence
 buffer to remain

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 014-68-0003 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 II as in declaration recorded at Document #829186 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 March 9, 2020, 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 Land Use Services 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 Land Use Services Department, before issuance of a zoning permit authorizing the residence proposed.

Owner acknowledges having read and understood this Restrictive Covenant.

Accepted and approved this 16th day of March, 2020.

Jacqueline P. Kane
Signature of Jacqueline Kane, Member

Steven Kane
Signature of Steven Kane, Member

RETURN TO:

Door County Land Use Services Department
421 Nebraska Street
Sturgeon Bay, WI 54235

Parcel ID Number 014-68-0003

STATE OF WISCONSIN

_____ County } SS

Personally came before me, this _____ day of _____, 2020 the
Above named Jacqueline Kane known to me to be the person who
executed this instrument.

Notary Public _____ County, WI
My Commission expires _____ /is permanent)

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

STATE OF WISCONSIN

_____ County } SS

Personally came before me, this _____ day of _____, 2020, the
above named Steven Kane known to me to be the person who executed
this instrument.

Notary Public _____ County, WI
My Commission expires _____ /is permanent)

AUTHENTICATION

Signatures of Steven Kane and Jacqueline
Kane authenticated this 18th day of
March, 2020.

James R. Smith, Member, State Bar of Wisconsin

**REMOVAL INSTRUMENT -
COTTAGE ROW CONDOMINIUM**

Pursuant to Wis. Stats. Section 703.28(1), the undersigned owner of all of the Units in Cottage Row Condominium ("Condominium") which was formed by the recording of the "Cottage Row Condominium Declaration" ("Declaration"), and a Condominium Plat for Cottage Row Condominium ("Condominium Plat"), said documents having been recorded on September 18, 2019, as Document No. 824967, Door County Records, desires to remove the land legally described in the Declaration and on the Condominium Plat from the provisions of Chapter 703, Wis. Stats. Said land is also legally described on Addendum A attached hereto and made a part hereof.

DOC #: 829185
RECORDED ON:
03/04/2020 03:06:52 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

014-67-0001, 014-67-0002,
014-67-0003
Parcel Identification Number (PIN)

NOW, THEREFORE, the condominium property legally described in the Declaration and on Addendum A attached hereto and made a part hereof, together with Units 1, 2, and 3, being all of the Units in Cottage Row Condominium, are hereby removed from Chapter 703, Wis. Stats. The property legally described on Addendum A shall vest in Cottage Row Properties LLC, which is the owner of Units 1, 2, and 3.

Dated this 25TH day of FEBRUARY, 2020.

Approved by Steven Kane and
Jacqueline P. Kane

[Signature]
Steven Kane

[Signature]
Jacqueline P. Kane

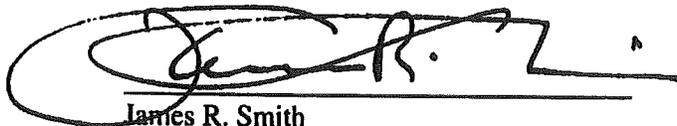
Cottage Row Properties LLC

By: [Signature]
Steven Kane, Member

By: [Signature]
Jacqueline P. Kane, Member

AUTHENTICATION

Signatures of Steven Kane and Jacqueline P. Kane, individually, and as members of Cottage Row Properties LLC authenticated on Feb 28th, 2020.

A handwritten signature in black ink, appearing to read "James R. Smith", written over a horizontal line.

James R. Smith

Title: Member, State Bar of Wisconsin

This document drafted by:
Attorney James R. Smith
Pinkert Law Firm LLP
454 Kentucky Street, P.O. Box 89
Sturgeon Bay, WI 54235

f:\clients\kane steven & jacqueline\cottage row\removal instrument.docx

**ADDENDUM A TO
REMOVAL INSTRUMENT -
COTTAGE ROW CONDOMINIUM**

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.

DOOR COUNTY MITIGATION PERMIT

115

PARCEL NO. 014-68-0003

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

is issued to PROPERTIES LLC COTTAGE ROW

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 ROAD

in Section 06, T 30 N, R 26 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: 04/03/2020



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

COTTAGE ROW CONDOMINIUM II DECLARATION

This Cottage Row Condominium II Declaration ("Declaration") is made this 25th day of February, 2020, by Cottage Row Properties LLC, a Wisconsin limited liability company ("Declarant").

DOC #: 829186
RECORDED ON:
03/04/2020 03:06:52 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 thereafter, 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 the Condominium Units located thereon.

D. Declarant intends to create a condominium pursuant to the Act which shall be known as Cottage Row Condominium II ("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 II 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 (the "Condominium Parcel" legally described and depicted on the Condominium Plat as hereinafter defined) and the roadway shown on the Condominium 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 and legally described on the attached Exhibit A, 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 portion of the Condominium Parcel 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 exterior limits 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 exterior limits of the Unit shown on the Plat, having a lower side formed by the present land surface exterior limits 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 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) **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.

(b) **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.

(c) **Easement for Construction, Access, and Maintenance.** Declarant further reserves for itself and its successors and assigns a right of access over, across and through the Condominium Parcel 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.

(d) **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 appurtenant 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, Repair, and Replacement 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 the cost of 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, and by all mortgagees of any such Units having bona fide mortgage liens of record against any such Unit(s).

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 Devisees 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 Covenants. 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 upon the Association shall be served upon:

PLF Registered Agents LLC
454 Kentucky Street
Sturgeon Bay, WI 54235

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 25th day of FEBRUARY, 2020.

Cottage Row Properties LLC

Steven Kane

By: Steven Kane, Member

Jacqueline P. Kane

By: Jacqueline Kane, Member

AUTHENTICATION

Signature of Steven Kane authenticated this 28th day of February, 2020.

James R. Smith

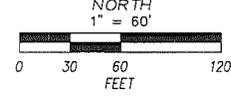
James R. Smith
Member, State Bar of Wisconsin

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 II

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



CAUTION:
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 35' wide Egress, Egress & Utility Easement is for the benefit of Unit 3 and also 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 PLAN 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 PLAN.
DATED 3-4-20
Aric R. Weber
ARIC R. WEBER S-2584

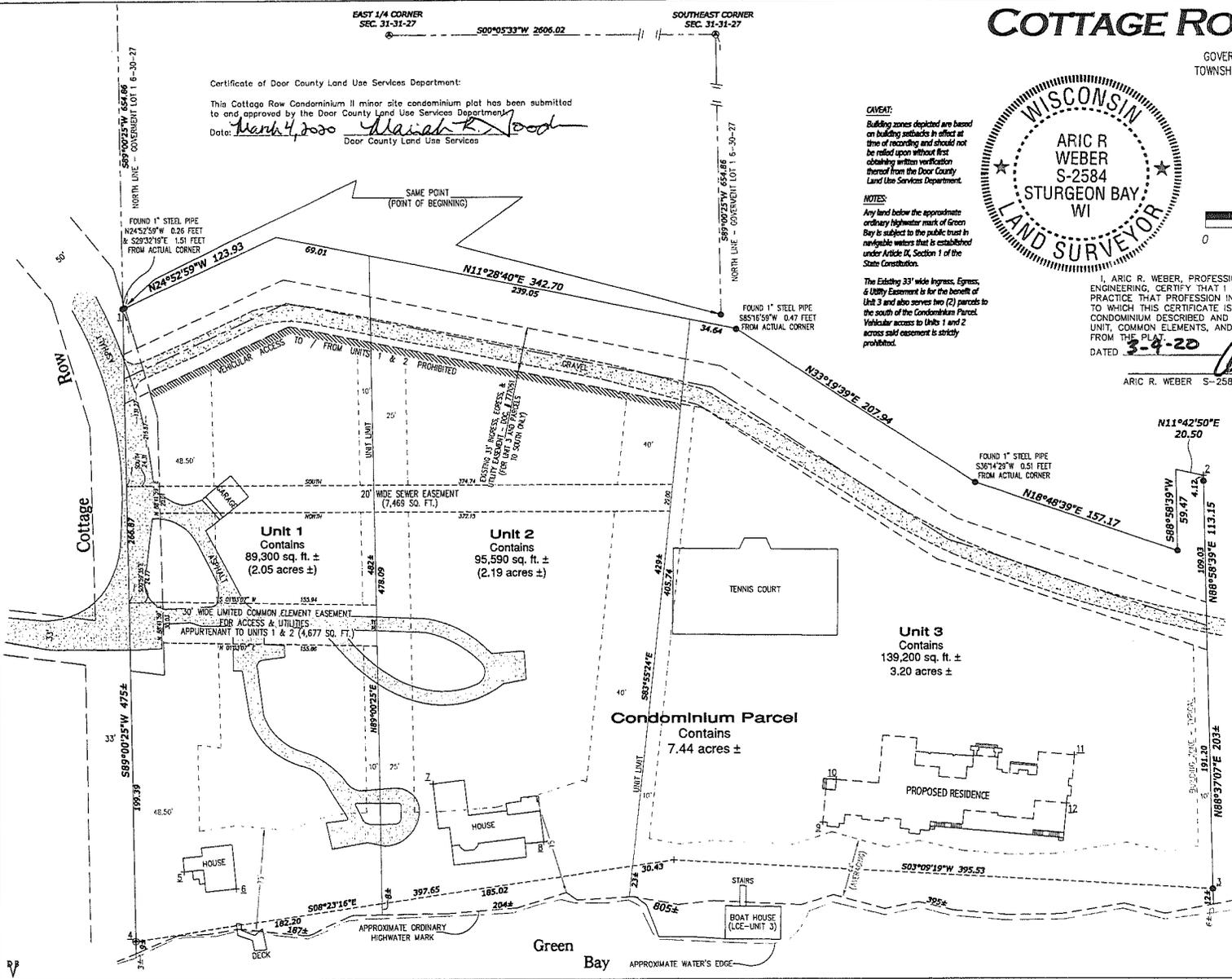
DECLARANT:
COTTAGE ROW PROPERTIES LLC
5845 STRASBOURG COURT
RENO, NV
89511

- ⊙ - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- - FOUND 1" STEEL PIPE
- ⊙ - FOUND 3/4" STEEL ROD
- ⊕ - FOUND 4"x4" CONCRETE MONUMENT
- Z+ - 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	840.66
9	512.34	854.68
10	502.57	885.95
11	328.38	903.55
12	333.99	868.18

Certificate of Door County Land Use Services Department:
This Cottage Row Condominium II minor site condominium plan has been submitted to and approved by the Door County Land Use Services Department.
Date: March 4, 2020 *Mariah R. Wood*
Door County Land Use Services



COTTAGE ROW CONDOMINIUM II

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 feet ± 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:

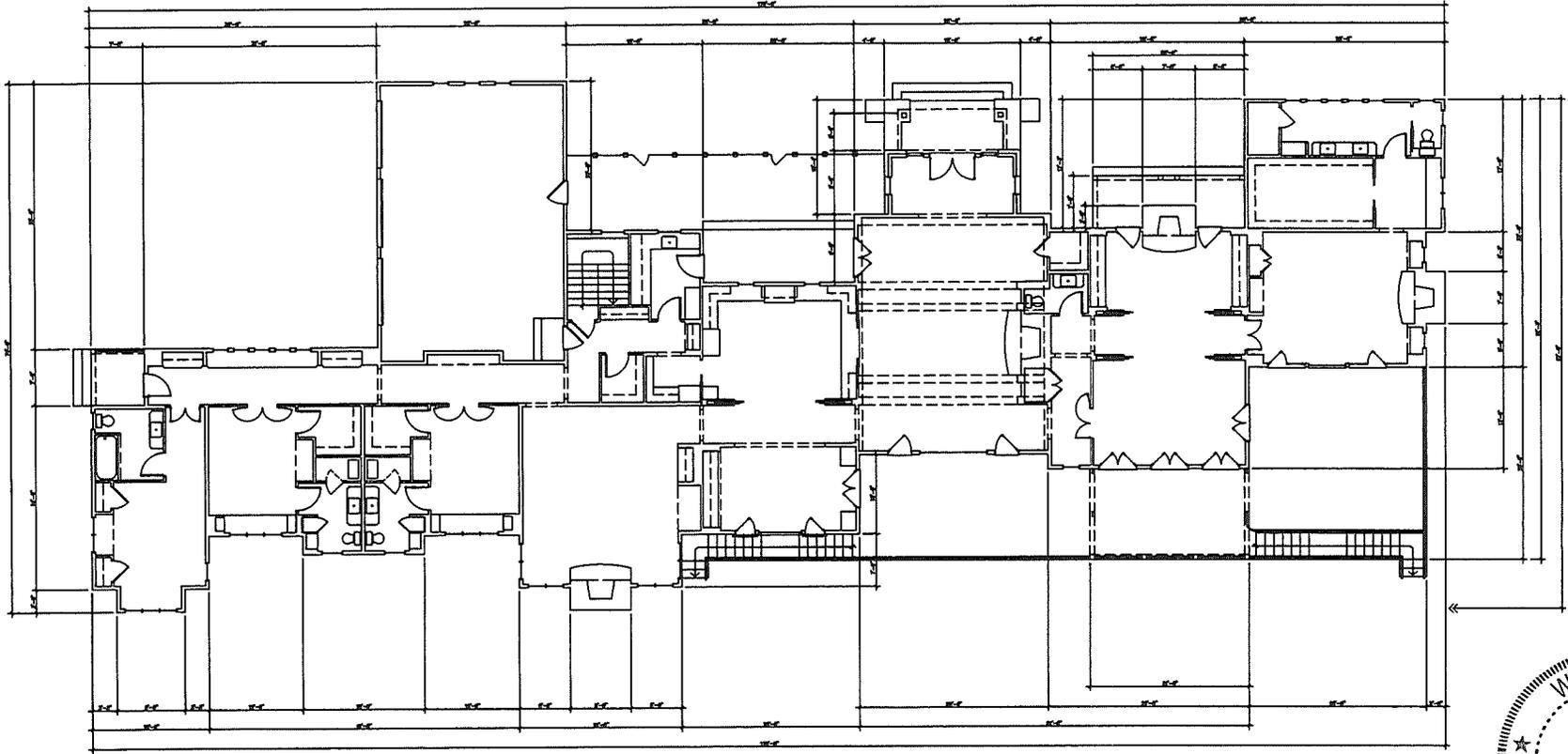
Commencing at the Southeast corner of Section 31-31-27; thence S89°00'25"W - 871.73 feet along the north line of said Government Lot 1; thence S00°59'35"E - 24.77 feet to the southerly right of way line of Cottage Row and the point of beginning of said easement; thence S01°03'07"W - 155.94 feet; thence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



COTTAGE ROW CONDOMINIUM II

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



RESIDENCE - UNIT 3 MAIN FLOOR PLAN
6,990 SQ. FT. ±
NO SCALE



PP

MAR 09 2020

APPLICATION FOR ZONING PERMIT(S)

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

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 COTTAGE ROW PROPERTIES LLC
No. 7823 Street WHYTECLIFF ROAD
City EGG HARBOR State WI Zip 54209
Phone # 650 - 464 - 1000 (S)
Cell Phone # 650 - 464 - 1001 (J)
Email: SEK17@CORNELL.EDU

2. BUILDING SITE LOCATION

Fire # 9099 Road COTTAGE ROW ROAD
Town of GIBRALTAR

3. BUILDER NAME AND MAILING ADDRESS

Name CARLSON ERICKSON BUILDERS, INC.
No. P.O. Box Street 75
City SISTER BAY State WI Zip 54234
Phone # 920 - 854 - 2162
Cell Phone # / - / - /
Email: bzackcebuilders@gmail.com

4. SURVEYOR/ENGINEER CONTACT INFORMATION
(If applicable)

Name BAUDHUIN, 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: dvanbramer@baudhuin.com

5. PROPERTY IDENTIFICATION

Parcel No. 014-68-0003

6. PROPOSED USE OR PROJECT

NEW SINGLE FAMILY RESIDENCE

7. SANITARY PERMIT

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

8. TOTAL NUMBER OF BEDROOMS

Existing 1 + 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	<u>X</u>
Misc. uses/activities	\$150.00	_____
Land Disturbance	\$250.00	_____
Permit Renewal	\$100.00	_____

b) Shoreland Zoning Only (Non-waterfront lot)

Permit Renewal	\$100.00	_____
	\$100.00	_____

c) Floodplain Zoning

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 # 853 Fee 500.00 Date 3-9-20

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

Bill Beck (AGENT)
Date 03-05-20

RECEIVED
MAR 17 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Comprehensive - yes

Shoreland - yes

Floodplain - No

RZA R.B. [⊗] Date: 4-3-20 Issue: for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 3-9-20.

Conditions:

- 1) The building shall be located as shown on the staking plan submitted on 3-9-20.
- 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.

Shoreland
Permit

R.B.

Date 4-3-20

Issue: "Same as Above"

Conditions: "Same as above"

MAR 09 2020

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: 014-01-06302711C

1. Benchmark.

a. Describe benchmark and location.

BENCHMARK TOP OF EXISTING TENNIS COURT
ELEVATION 620'-0"

b. Elevation of benchmark: ELEVATION 620'-0"

2. Preconstruction Grade.

Elevation of highest natural grade around footprint of new structure: ELEV. 605'-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.

4/18/17

TOP OF FINISHED FLOOR ELEV. 606'-9"
TOP OF FOUNDATION ELEV. 605'-0"
TOP OF FOOTING ELEV. 595'-0"
TOP OF ROOF ELEV. 631'-0"

HIGHEST EXIST. GRADE
ELEV. 605'-0"
LOWEST EXIST. GRADE
ELEV. 595'-0"
HIGHEST FIN. GRADE
ELEV. 604'-3"
LOWEST FIN. GRADE
ELEV. 597'-6"

DOOR COUNTY REGULAR ZONING PERMIT

144

PARCEL NO. 014-68-0003

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

is issued to PROPERTIES LLC COTTAGE ROW

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans
submitted on 3/9/20.

Located at 9099 COTTAGE ROW ROAD

in Section 06, T 30 N, R 26 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:

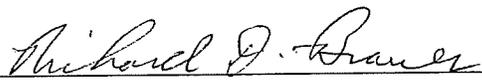
1. The building shall be located as shown on the staking plan submitted on 3/9/20.
2. The building shall not exceed an average of 35 feet in height above finished grade elevation, or
37 feet in height above preconstruction grade elevation whichever is lower.

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: 04/03/2020


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

LR

PLEASE KEEP ON PREMISES DURING CONSTRUCTION

DOOR COUNTY SHORELAND ZONING PERMIT

145

PARCEL NO. 014-68-0003

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

is issued to PROPERTIES LLC COTTAGE ROW

for a single family residence with a basement, attached garage, patios, porches, and decks, all as per plans submitted on 3/9/20.

Located at 9099 COTTAGE ROW ROAD

in Section 06, T 30 N, R 26 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:

1. The building shall be located as shown on the staking plan submitted on 3/9/20.
2. The building shall not exceed an average of 35 feet in height above finished grade elevation, or 37 feet in height above preconstruction 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 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: 04/03/2020

- 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

PLEASE KEEP ON PREMISES DURING CONSTRUCTION

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

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MAR 09 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

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.

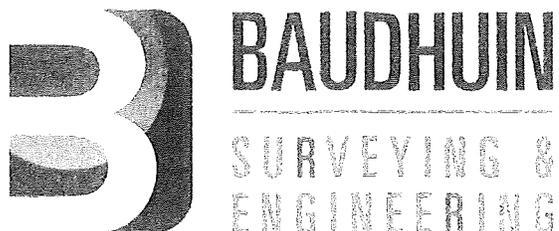
Please contact us with any further questions.

Sincerely,



Joseph Burrell, Operations Manager
Fish Creek Sanitary District

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:

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.

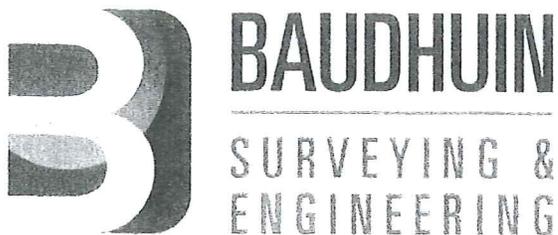
Respectfully submitted,

BAUDHUIN SURVEYING & ENGINEERING

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

Steven J. Parent, P.E.

Cc: Brian Zak



RECEIVED

MAR 09 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

Grinder Pump Design

*Kane Residence
9091 Cottage Row
Fish Creek, WI 54212*

Prepared for:

Steven Kane
PO Box 188
Fish Creek, WI 54212

Prepared by:

Steven J. Parent
Baudhuin Incorporated
312 N. Fifth Avenue
Sturgeon Bay, WI 54235

Section

1
2
Attachment

Description

Calculations
Pump Data
Site Plan



CALCULATIONS

ESTIMATED DEMAND FROM RESIDENCE

<u>QUANTITY</u>	<u>FIXTURE</u>	<u>DFU</u>	<u>WSFU</u>
3	BATHROOM GROUP	18	12.0
1	TOILET	4	3.0
1	LAV	1	1.0
1	KITCHEN SINK	2	1.5
1	DISHWASHER	2	1.0
1	CLOTHES WASHER	4	1.5
4	1/4" PIP	-	16.0
		<u>31 DFU</u>	<u>36 WSFU</u>

FROM TABLE B2.30-7, A 4-INCH PIPE AT 1/8 IN./FT PITCH
 CARRY 31 DFU. THEREFORE, A 4-INCH PVC
 SERVICE LINE IS REQUIRED FOR THE BUILDING SERVICE.

SIZE GRINDER PUMP

AT 9.5 GPM FRICTION LOSS IN 1 1/4" PVC SERVICE IS 2.3 FT/100 FT
 FROM 100' TO 160' IS 60 FEET. THEREFORE, $60 \times 2.3 = 138$ FT

$\Delta H = \text{HIGH POINT} - \text{PUMP CASE ELEVATION}$
 $= 629.0 - 294.6 = 334.4$ FT

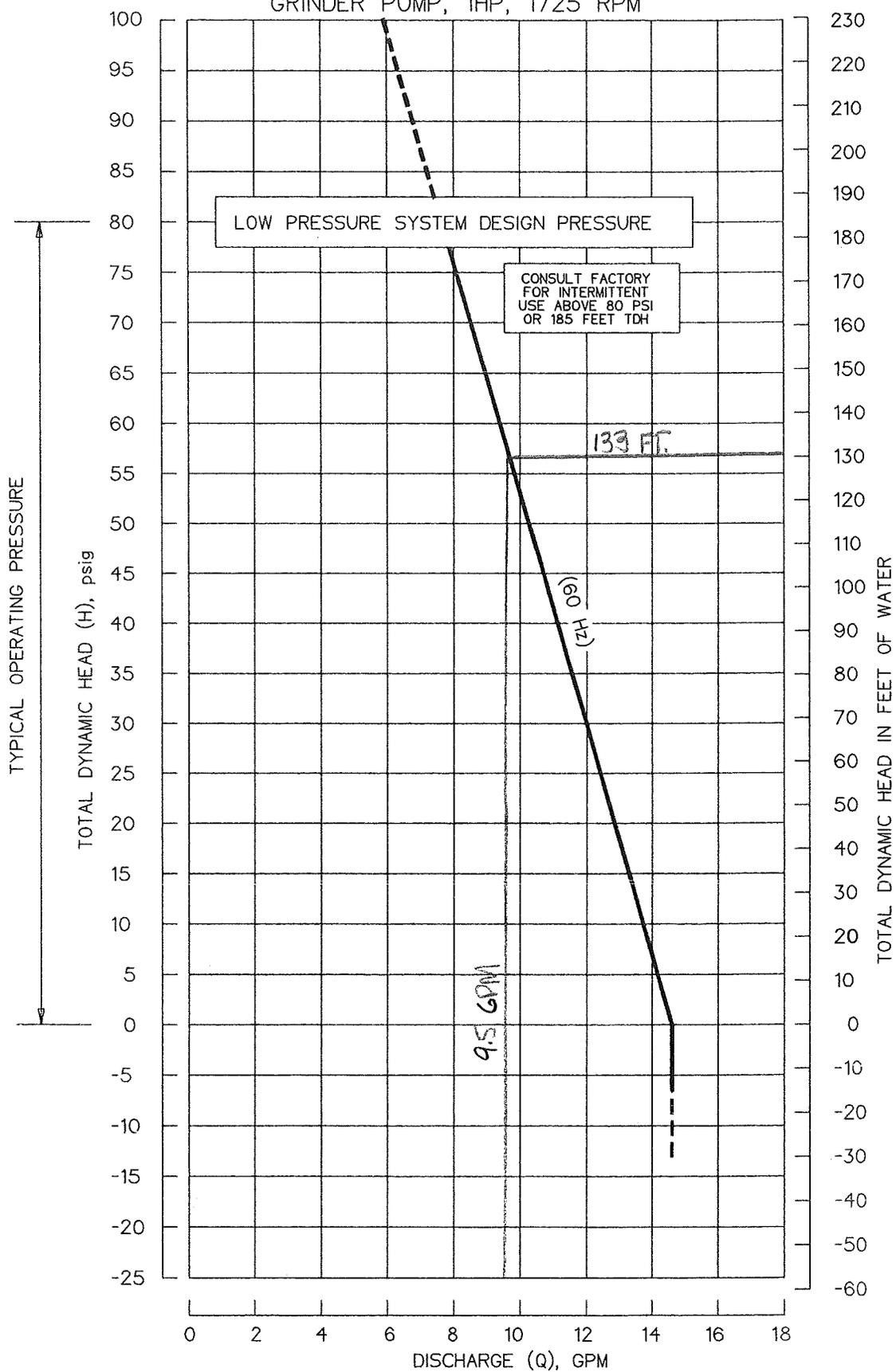
MAX PRESSURE IN 1 1/4" PVC (FROM ORIGINAL DESIGN) = 78 FT

$\text{TOTAL HEAD} = \text{FRICTION LOSS} + \Delta H + \text{STATIC PRESSURE}$
 $= 138 + 334 + 78 = 550$ FT

CHOOSE AN ENCLOSURE WITH ONE DRISZ DRAIN PUMP RATED AT 9.5 GPM
 @ 138 FT OF HEAD

E|ONE SPD PUMP PERFORMANCE CURVE

GRINDER PUMP, 1HP, 1725 RPM



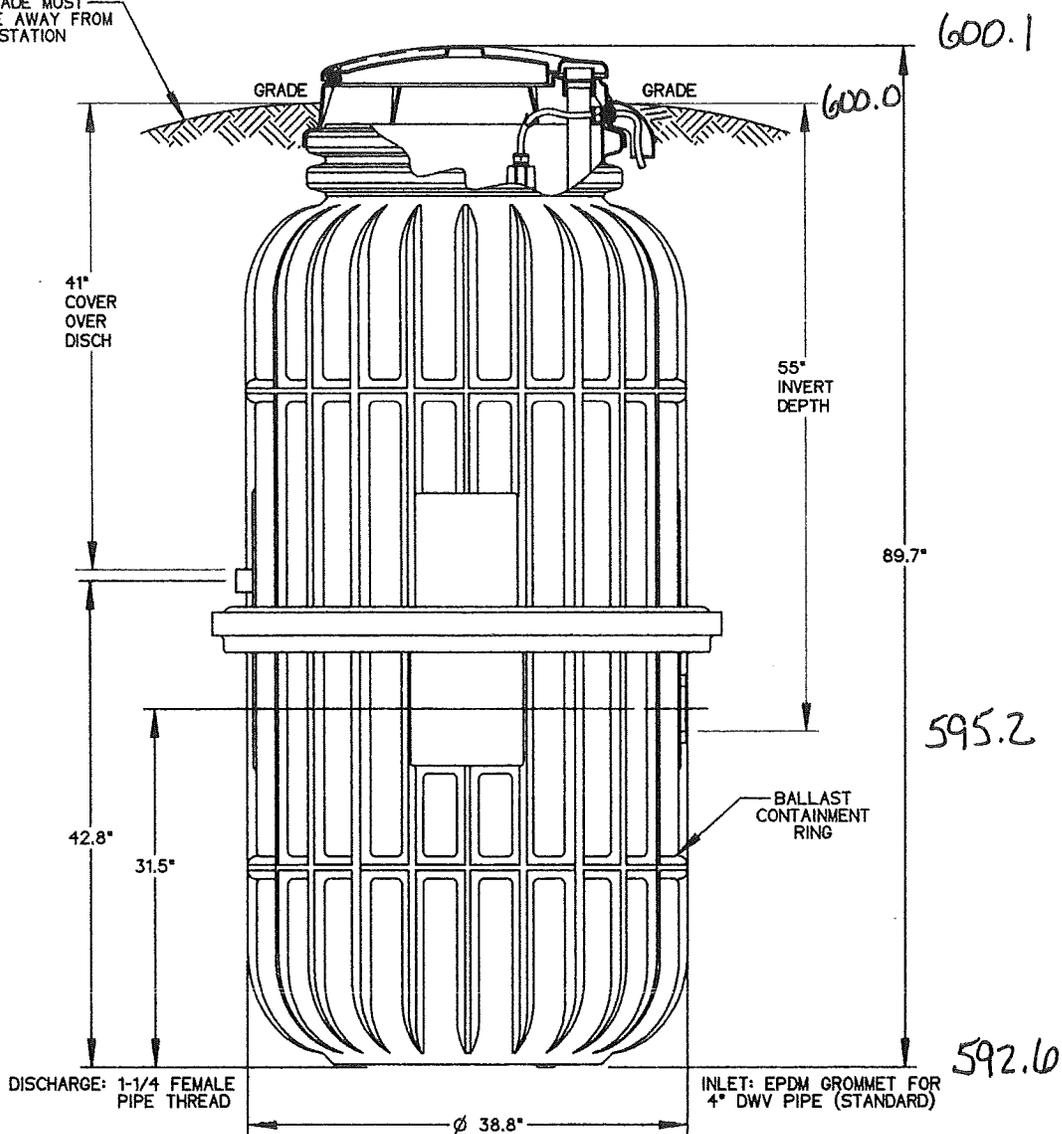
OPTIONS : **DH152 - 93**

(HARD WIRED
LEVEL CONTROLS)

DR152 - 93

(WIRELESS
LEVEL CONTROLS)

GRADE MUST
SLOPE AWAY FROM
STATION



CONCRETE BALLAST MAY BE REQUIRED
SEE INSTALLATION INSTRUCTIONS
FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY



AD	CAH	7/13/07	C	1/16
DR BY	CHK'D	DATE	ISSUE	SCALE

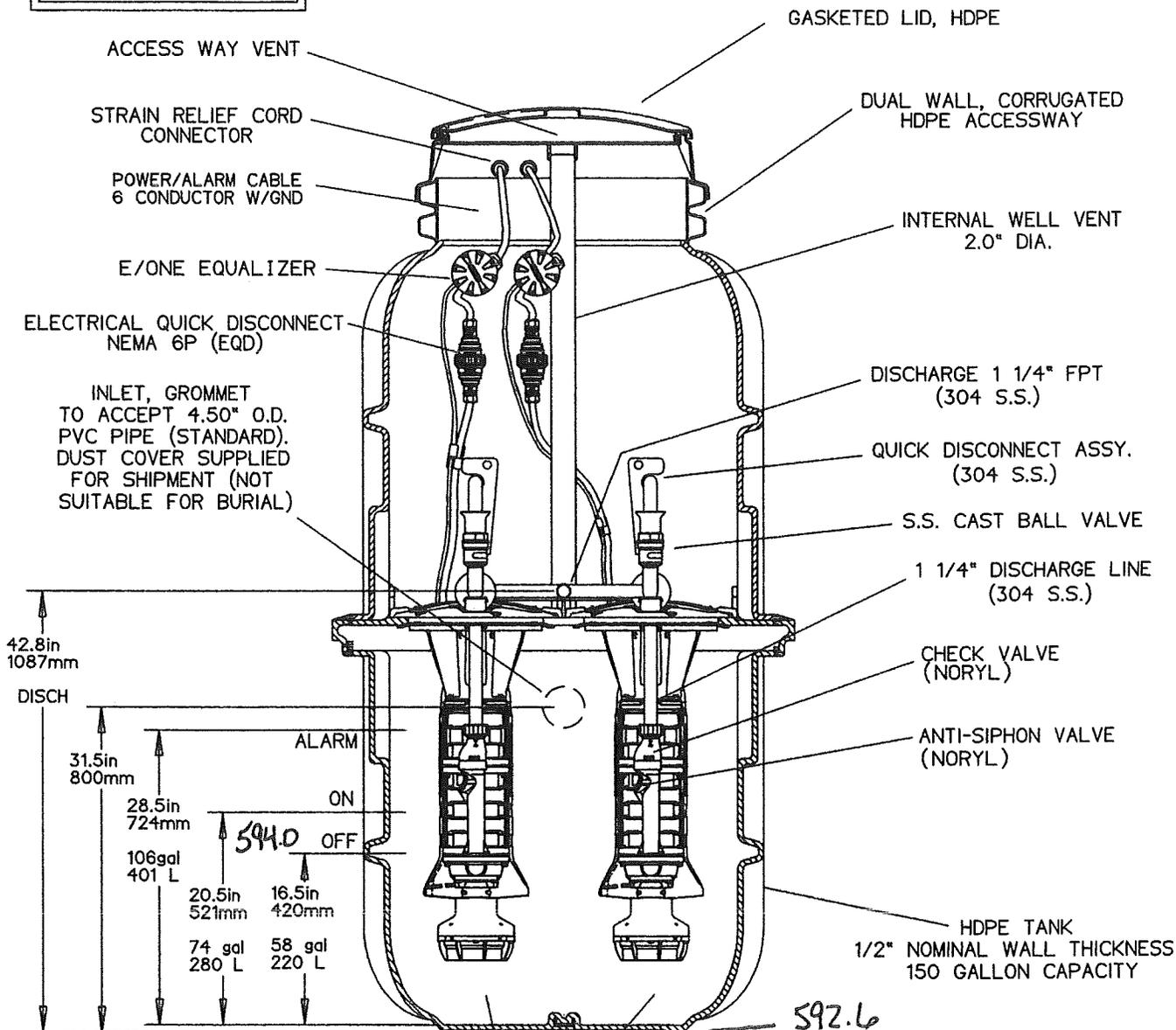


MODEL DH152-93 / DR152-93

NA0052P04

OPTIONS : **DH152** (HARD WIRED LEVEL CONTROLS)
 DR152 (WIRELESS LEVEL CONTROLS)

FIELD JOINT REQUIRED FOR MODELS



SEMI-POSITIVE DISPLACEMENT TYPE PUMP EACH DIRECTLY DRIVEN BY A 1 HP MOTOR

CONCRETE BALLAST MAY BE REQUIRED SEE INSTALLATION INSTRUCTIONS FOR DETAILS

NOTE: DIMENSIONS ARE FOR REF ONLY



AD	CH	10/20/10	E	
DR BY	CHK'D	DATE	ISSUE	SCALE



MODEL DH152 / DR152
DETAIL SHEET

NA0052P02

E/ONE EXTREME

C E D I F C

DH152/DR152

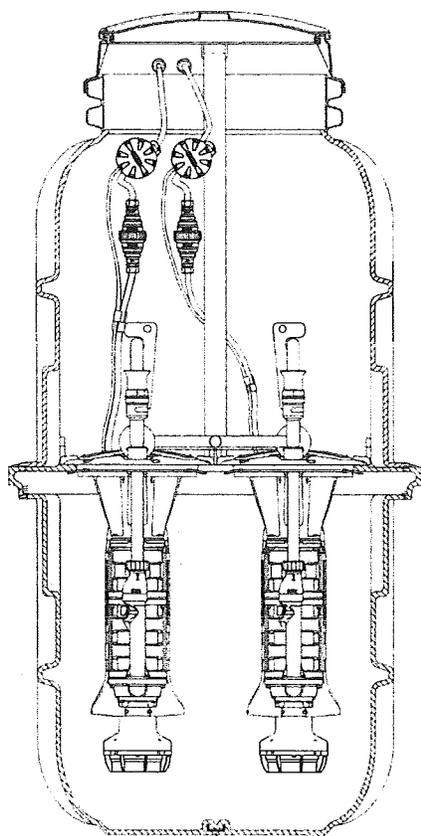
General Features

The model DH152 or DR152 grinder pump station is a complete unit that includes: two grinder pumps, check valve, polyethylene tank, controls, and alarm panel. A single DH152 or DR152 is ideal for up to four, average single-family homes and can also be used for up to 12 average single-family homes where codes allow and with consent of the factory.

- Rated for flows of 3000 gpd (11,356 lpd)
- 150 gallons (568 liters) of capacity
- Indoor or outdoor installation
- Standard outdoor heights range from 93 inches to 160 inches

The DH152 is the "hardwired," or "wired," model where a cable connects the motor controls to the level controls through watertight penetrations.

The DR152 is the "radio frequency identification" (RFID), or "wireless," model that uses wireless technology to communicate between the level controls and the motor controls.



Operational Information

Motor

1 hp, 1,725 rpm, high torque, capacitor start, thermally protected, 120/240V, 60 Hz, 1 phase

Inlet Connections

4-inch inlet grommet standard for DWV pipe. Other inlet configurations available from the factory.

Discharge Connections

Pump discharge terminates in 1.25-inch NPT female thread. Can easily be adapted to 1.25-inch PVC pipe or any other material required by local codes.

Discharge

15 gpm at 0 psig (0.95 lps at 0 m)
11 gpm at 40 psig (0.69 lps at 28 m)
7.8 gpm at 80 psig (0.49 lps at 56 m)

Accessories

E/One requires that the Uni-Lateral, E/One's own stainless steel check valve, be installed between the grinder pump station and the street main for added protection against backflow.

Alarm panels are available with a variety of options, from basic monitoring to advanced notice of service requirements.

The Remote Sentry is ideal for installations where the alarm panel may be hidden from view.

Patent Numbers: 5,752,315
5,562,254 5,439,180

NA0052P01 Rev D

SIZE WET WELL

$$\text{PEAK INFLOW} = 36 \text{ WSFU} \Rightarrow 22.4 \text{ GPM}$$

$$\text{PEAK INFLOW} = 22.4 \text{ GPM}$$

$$\text{PUMP Q} = \underline{9.5 \text{ GPM}}$$

$$\text{NET INFLOW} = 12.9 \text{ GPM}$$

1.5 MINUTES STORAGE ABOVE HIGHEST PUMP OFF ELEVATION

$$= 1.5 \text{ MINUTES} \times 12.9 \text{ GPM} = 19.35 \text{ GAL}$$

38.5" DIAMETER BASIN = 5.0 GAL/IN.

42.8" DEPTH AVAILABLE, 14.3 INCHES ABOVE PUMP OFF

= 72 GAL TO HANDLE SURGE WHICH IS GREATER THAN THE

REQUIRES 19 INCHES OF STORAGE.

USE A DOSE OF 4 INCHES OR 16 GAL

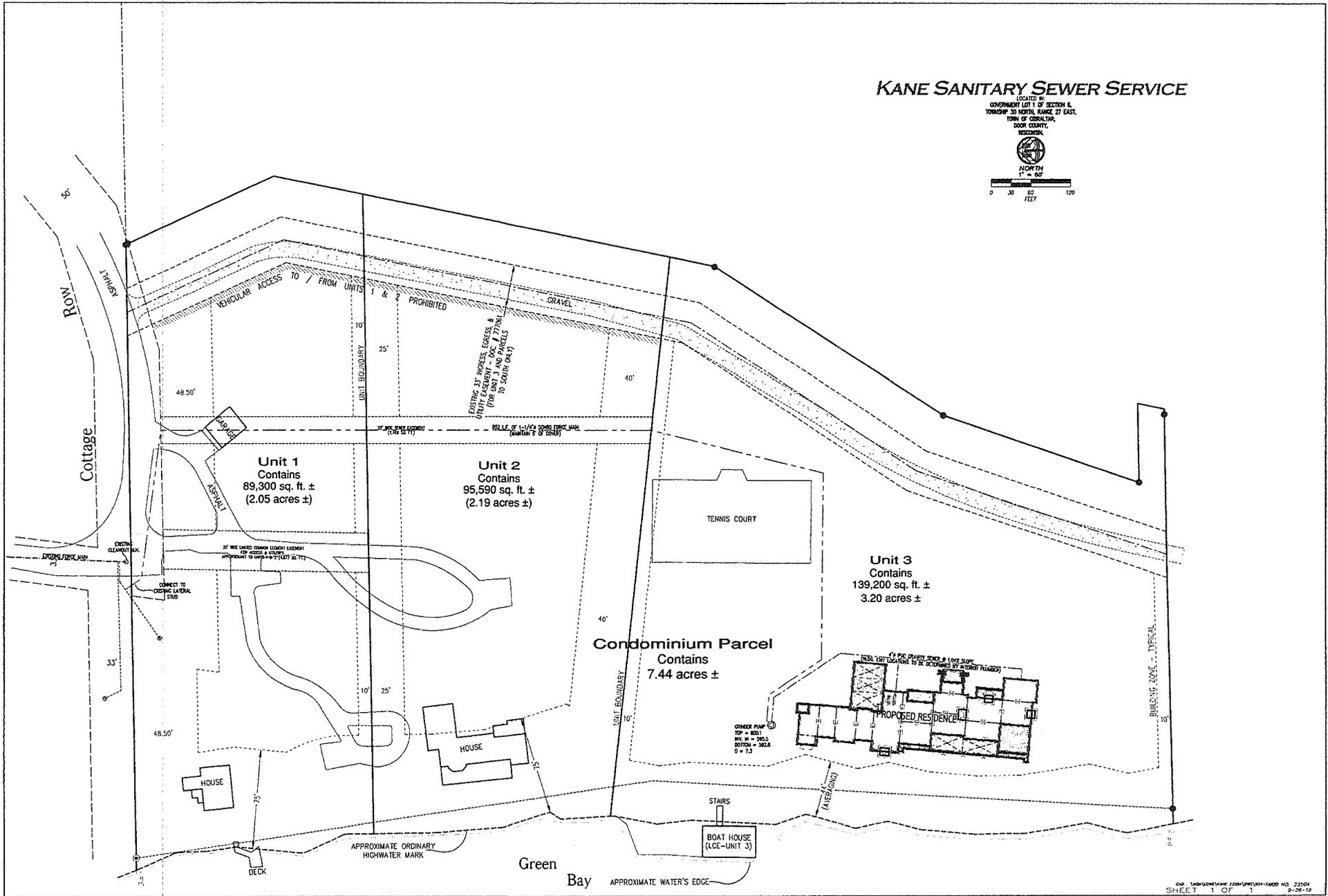
$$\text{PUMP RUN TIME} = 16 \text{ GAL} \div 9.5 \text{ GPM} = 1.7 \text{ MINUTES}$$

KANE SANITARY SEWER SERVICE

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



NORTH
1" = 60'
0 30 60 120
FEET



MAR 09 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT



County of Door
LAND USE SERVICES
County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

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

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):

LOTTAGE ROW PROPERTIES, LLC

Signature: [Handwritten Signature]

Date: 03-05-20

Signature: [Handwritten Signature]

Date: 03-05-20

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

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

MAR 09 2020

DOOR COUNTY
LAND USE SERVICES DEPARTMENT
**County of Door
LAND USE SERVICES**

 County Government Center
 421 Nebraska Street
 Sturgeon Bay, WI 54235

Phone: (920) 746-2323

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: COTTAGE ROW PROPERTIES, LLC

 SIGNATURE: [Signature] DATE: 03-05-20

 PARCEL NUMBER: 014-01-06302711C

 FIRE NUMBER & STREET ADDRESS OF PROJECT: 9099 COTTAGE ROW ROAD
FISH CREEK, WI 54212



County of Door PLANNING DEPARTMENT

County Government Center
421 Nebraska Street
Sturgeon Bay, WI 54235

RECEIVED

159

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	<input checked="" type="checkbox"/>
\$50.00 fee for Letter	<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
*(Required for On-Site Inspections only)	
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:

Zoning Office Use Only	
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 lot.)

S- 38'

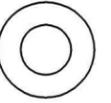
(Boyd)

* check

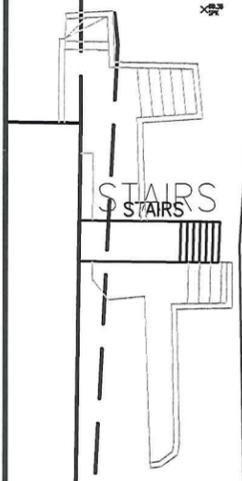
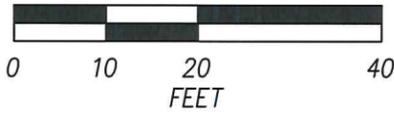
- yes (38')

SITE PLAN

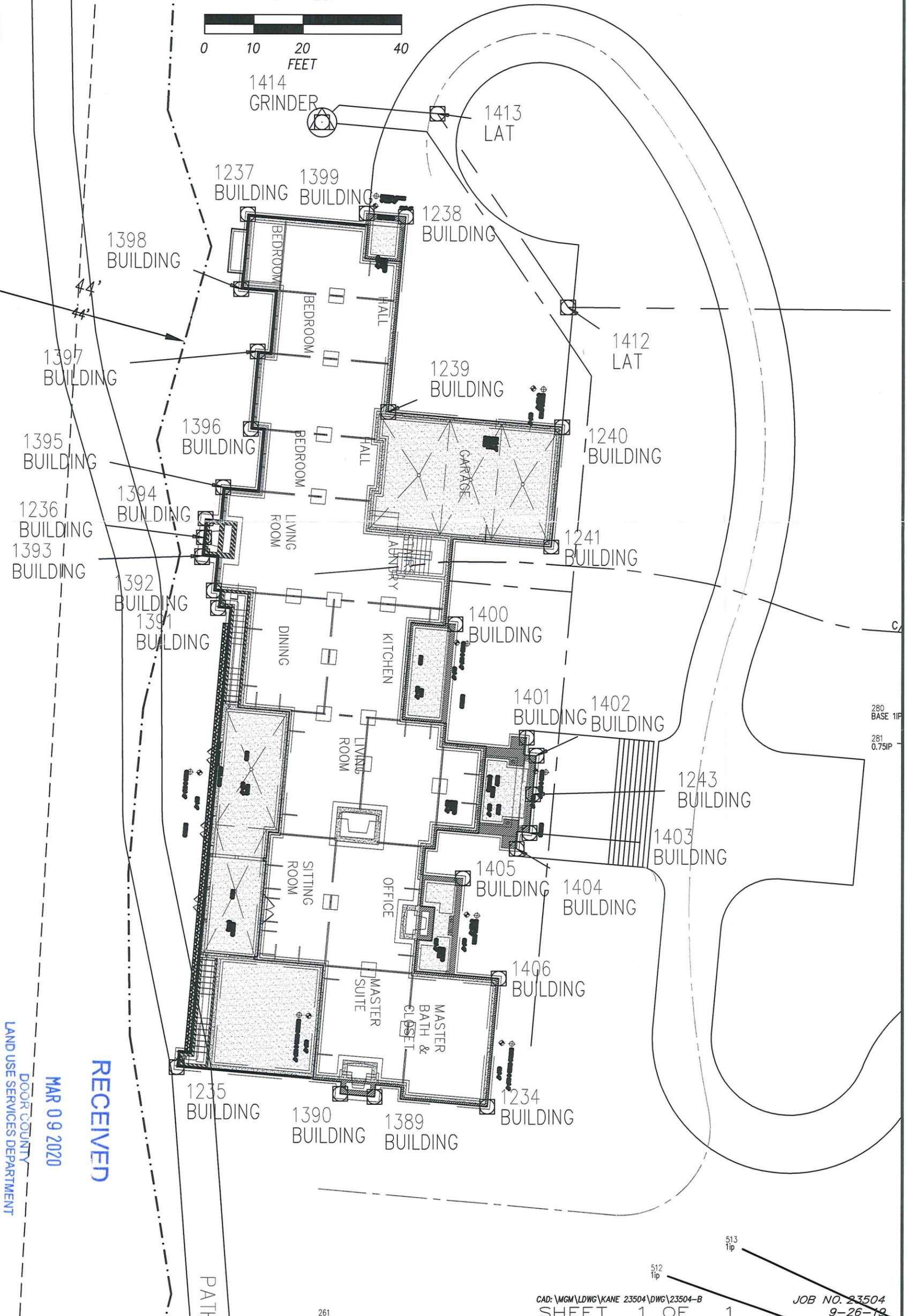
LOCATED IN:
GOVERNMENT LOT 1 OF SECTION 6,
TOWNSHIP 30 NORTH, RANGE 27 EAST,
TOWN OF GIBRALTAR, DOOR COUNTY,
WISCONSIN



NORTH
1" = 20'



805±



HIGH WATER MARK

DOOR COUNTY
LAND USE SERVICES DEPARTMENT

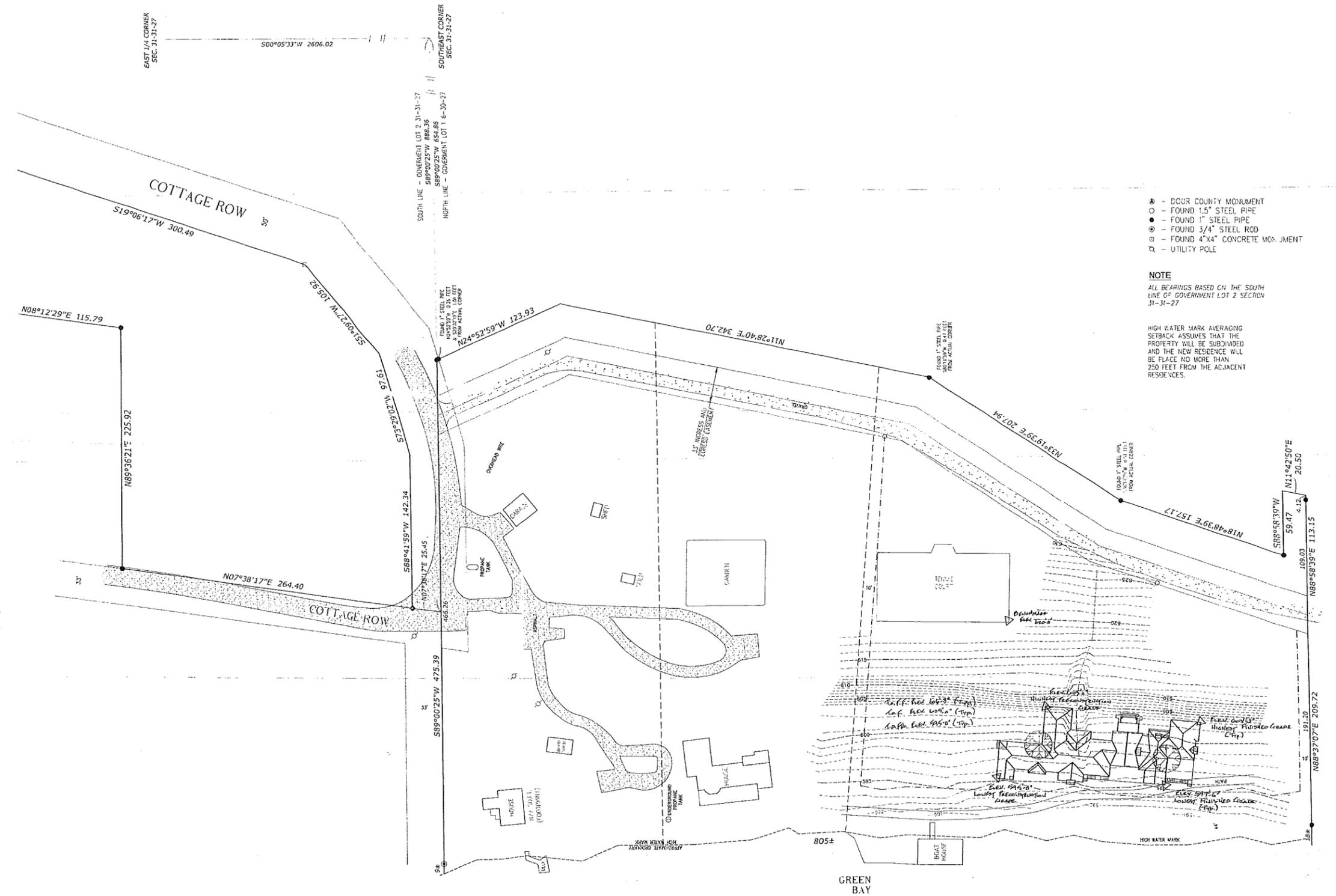
MAR 09 2020

RECEIVED

280
BASE 1IP
281
0.75IP

513
Tip

512
Tip



- ⊙ - DOOR COUNTY MONUMENT
- - FOUND 1.5" STEEL PIPE
- - FOUND 1" STEEL PIPE
- ⊙ - FOUND 3/4" STEEL ROD
- ⊠ - FOUND 4"x4" CONCRETE MONUMENT
- ⊞ - UTILITY POLE

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

HIGH WATER MARK AVERAGING SETBACK ASSUMES THAT THE PROPERTY WILL BE SUBDIVIDED AND THE NEW RESIDENCE WILL BE PLACED NO MORE THAN 250 FEET FROM THE ADJACENT RESIDENCES.

9881 COTTAGE ROW - FISH CREEK - DOOR COUNTY
 KANE RESIDENCE

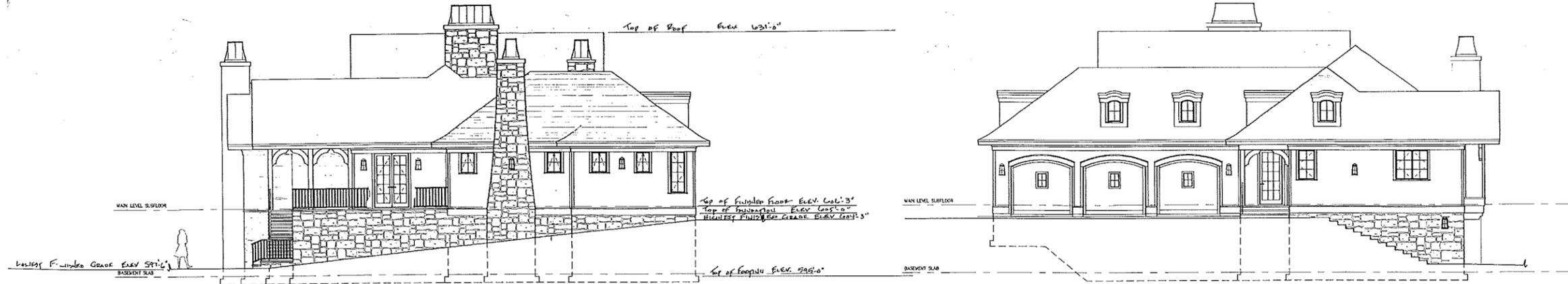
RECEIVED
 MAR 09 2008
 DOOR COUNTY
 LAND USE DEPARTMENT

ISSUANCE:	
DATE:	
BY:	
SCALE:	AS1.00

1 SITE PLAN
 1" = 30'



DCA
DAVID COOPER ARCHITECTS, LLC
16445 BAY SHORE DRIVE
WATER BAY, VA 22185
TEL: 703-441-1100
WWW.DCAARCHITECTS.COM



3 SOUTH ELEVATION
3/16" = 1"

4 NORTH ELEVATION
3/16" = 1"



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

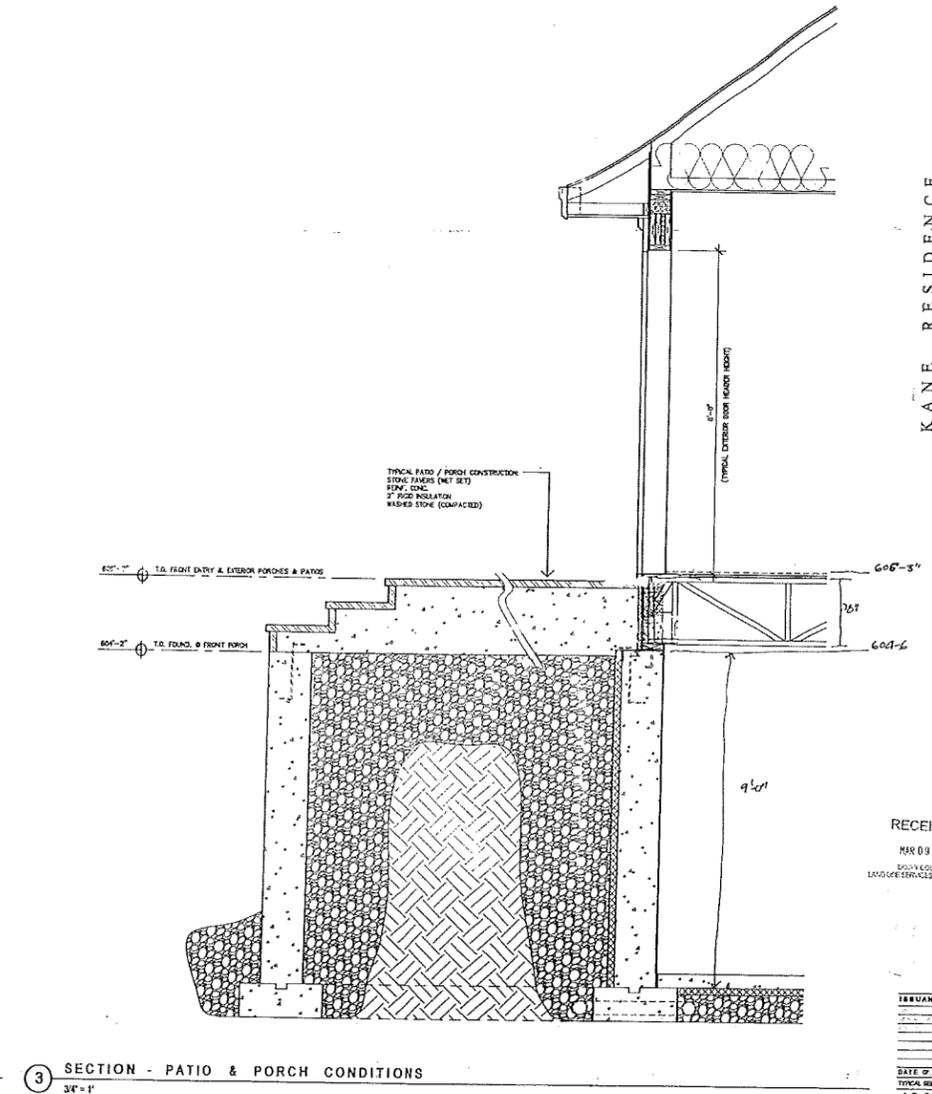
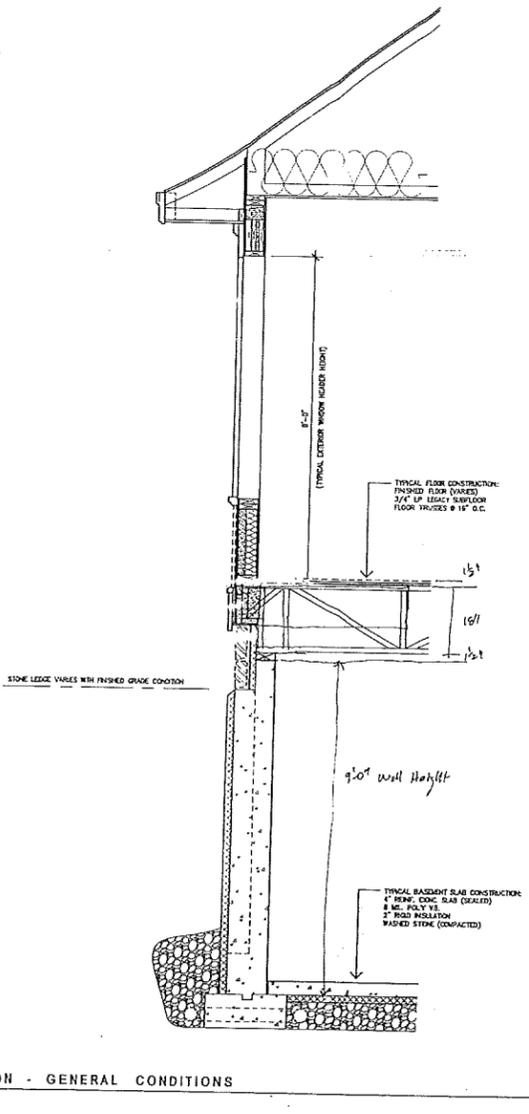
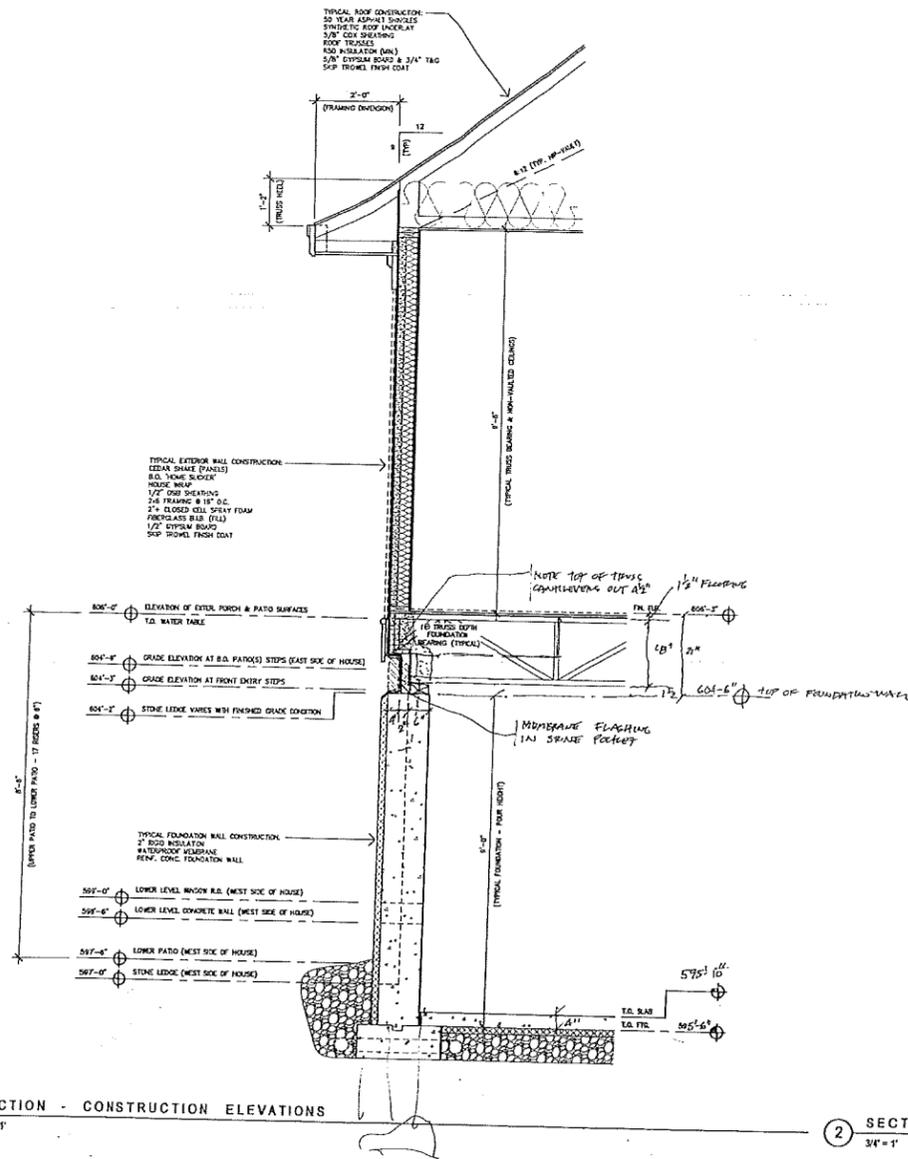


1 WEST ELEVATION
3/16" = 1"

KANE RESIDENCE
8881 COTTAGE ROW - FISH CREEK - DOOR COUNTY

RECEIVED
MAR 09 2023
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

REVISIONS:
DATE OF 17 2023
BY: [blank]
A2.00

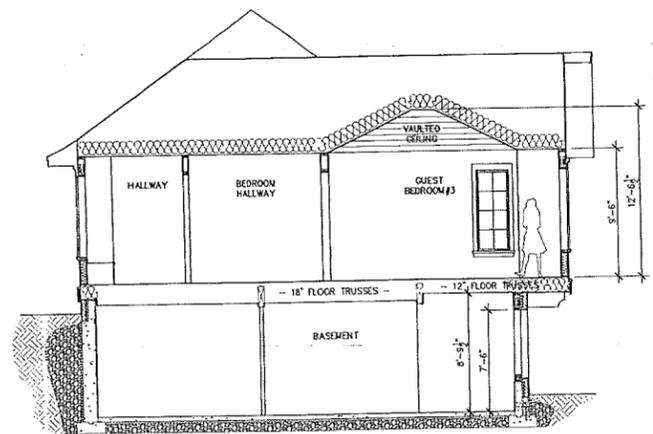


KANE RESIDENCE
 9881 COTTAGE RD. - FISH CREEK - BOOR COUNTY

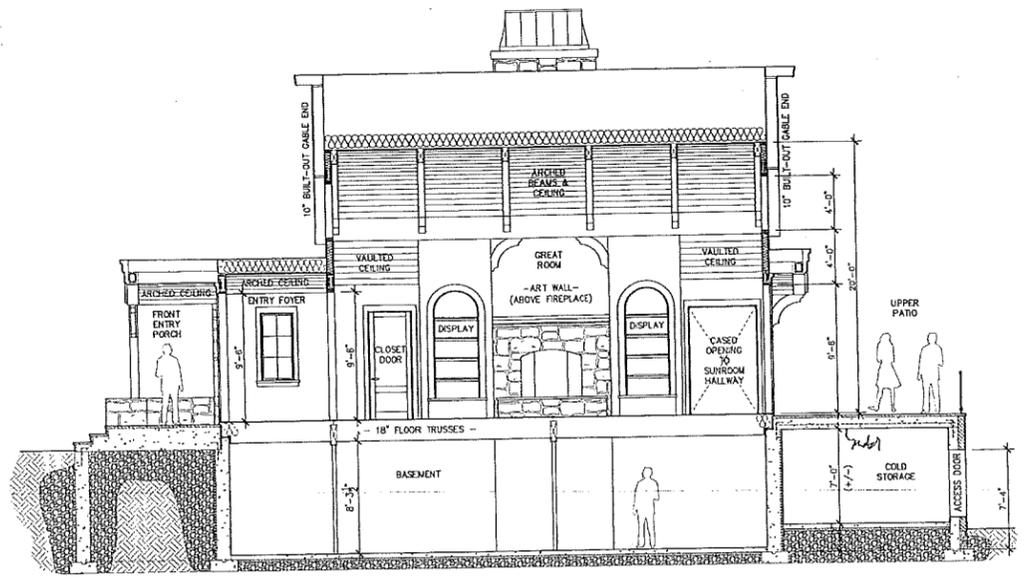
RECEIVED
 MAR 09 2008
 BOOR COUNTY
 LOGGING & RECREATION DEPARTMENT

REVISIONS:
 DATE OF COR.
 TYPICAL REVISION
 A3.00

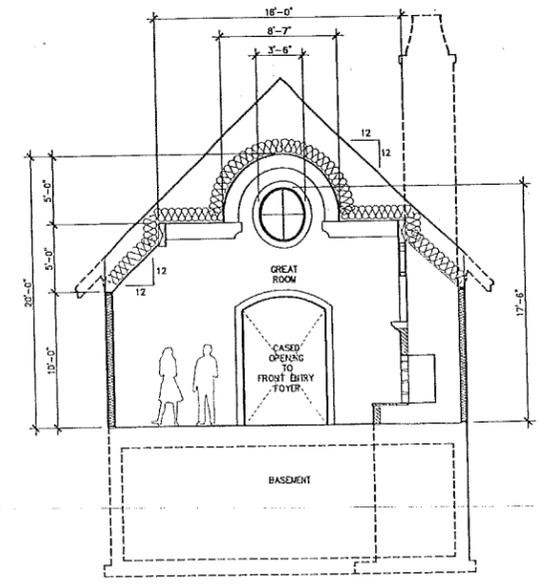
DAVID GREENE
DGA
ASSOCIATES
DAVID GREENE ARCHITECTS, INC.
1000 BAY AVENUE DRIVE
SUITE 100
FISH CREEK, CO. 80421
TEL: 303.440.3122
EMAIL: david@dgadga.com



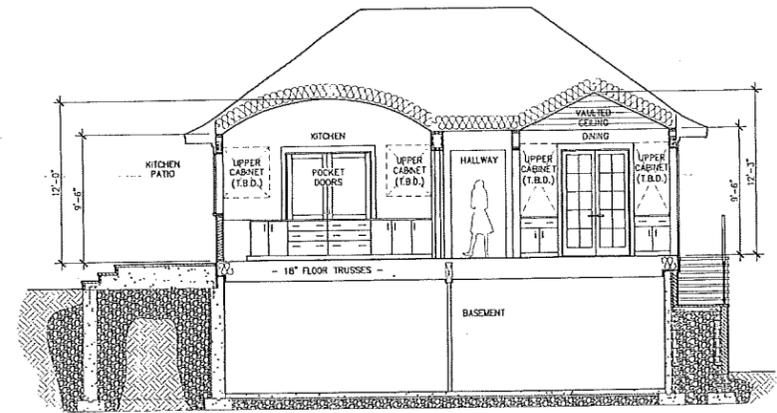
7 SECTION - GUEST BEDROOM #3
1/4" = 1"



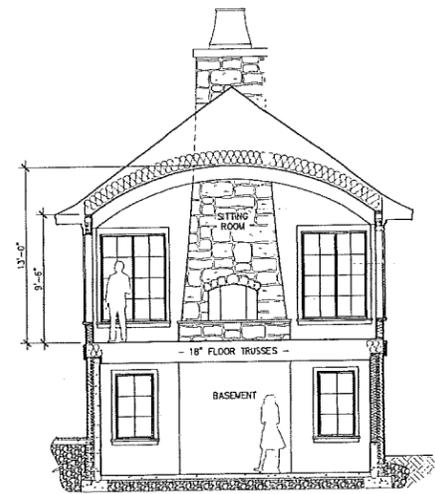
8 SECTION - GREAT ROOM & FRONT ENTRY
1/4" = 1"



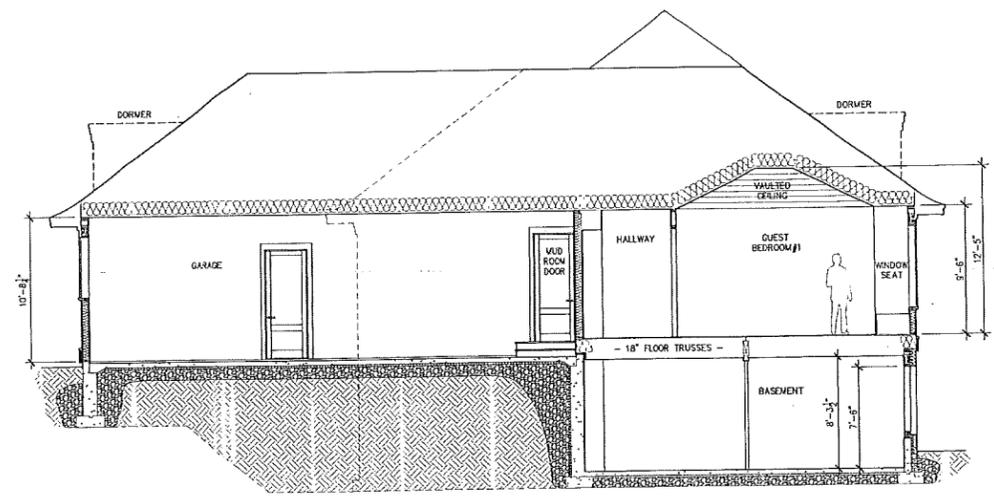
9 SECTION - GREAT ROOM
1/4" = 1"



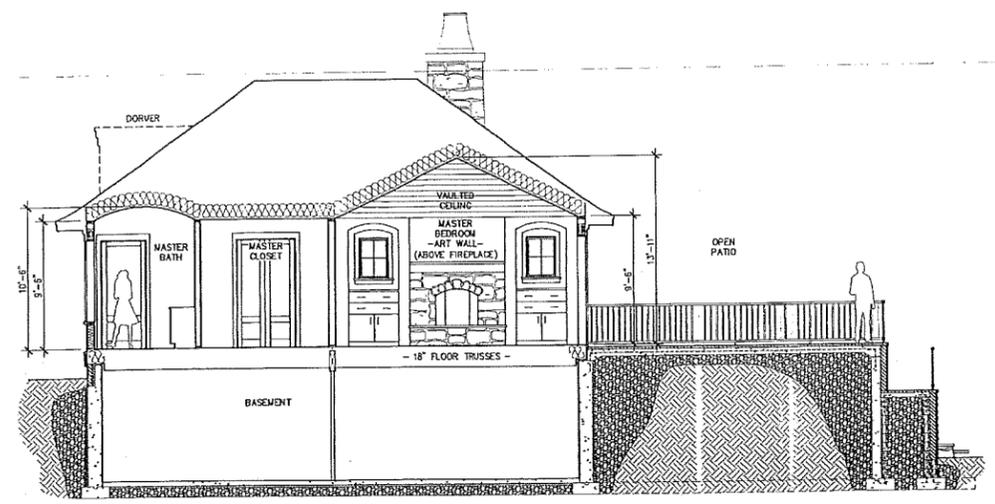
4 SECTION - KITCHEN & DINING
1/4" = 1"



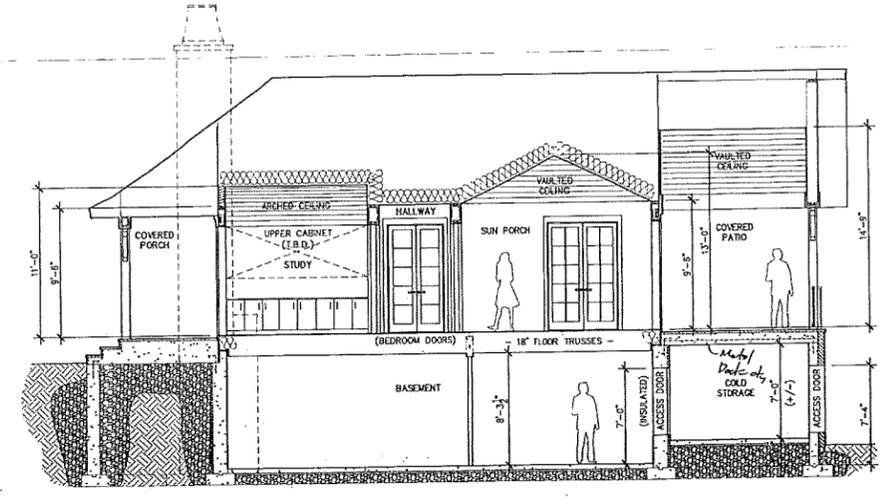
5 SECTION - SITTING ROOM
1/4" = 1"



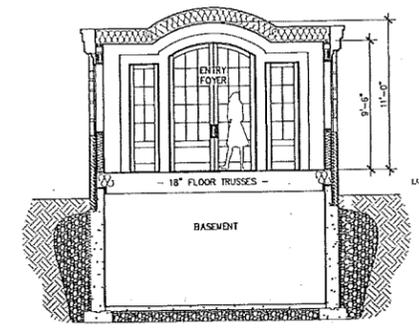
6 SECTION - GARAGE & GUEST BEDROOM #1
1/4" = 1"



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



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



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

KANE RESIDENCE
8001 COTTAGE ROW - FISH CREEK - DOOR COUNTY

RECEIVED
MAR 09 2008
DOOR COUNTY
LAND USE SERVICES DEPARTMENT

ISSUANCE:
DATE: 07.07.09
SCALE:
A3.01

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**

June 9, 2020

1.0 Call to order and declaration of quorum.

The meeting was called to order by Chairperson Frey at 9:00 a.m. on Tuesday, June 9, 2020, in the County Board Room (C-101) of the Door County Government Center, Sturgeon Bay, Wisconsin.

Board of Adjustment Members

Present:

Fred Frey, Chairperson
Aric Weber, Vice-Chairperson
Monica Nelson
Arps Horvath
Bob Ryan

Staff

Richard D. Brauer, Zoning Administrator
Michelle Schuster, Zoning Administrator
Mariah Goode, Land Use Services Department
Director

Board member Bob Ryan did not participate in the first two cases but was available to participate in the Camp Zion, Inc. case remotely.

2.0 Discuss and arrive at decisions on Petitions for Grant of Variance.

2.1 Robert Hammacher & Staci Meister; reduction in floodplain fill requirement; Gardner.

Motion by Horvath, seconded by Nelson, to deny the petition for grant of variance. Motion carried unanimously (4-0).

Aye: Frey, Weber, Nelson, Horvath.

The basis for the decision is set forth on the attached Board of Adjustment decision making worksheets.

2.2 John A. Penn; minimum lot width and area requirements per Door County Shoreland Zoning Ordinance; Gardner.

Motion by Nelson, seconded by Horvath, to grant the petition for grant of variance. Motion carried unanimously (4-0).

Aye: Frey, Weber, Nelson, Horvath.

The basis for the decision is set forth on the attached Board of Adjustment decision making worksheets.

2.3 Camp Zion, Inc.; encroach into setback from private road; Liberty Grove.

Due to issues with the WebEx meeting number/access code, a consensus decision was made to adjourn / postpone the hearing on Camp Zion, Inc.'s petition for a variance to a future date.

3.0 Old Business.**3.1 Read and act on Minutes of May 26, 2020, meeting.**

Motion by Nelson, seconded by Weber, to approve the minutes as presented. Motion carried unanimously (5-0).

3.2 Final disposition of the following case considered by the Board of Adjustment at the May 26, 2020, meeting: Chad Fawcett.

Motion by Nelson, seconded by Weber, to approve the final disposition of the case. Motion Carried unanimously.

4.0 Other Matters.**4.1 Announce next meeting.**

Brauer announced that the next meeting will be held on June 23, 2020. One appeal has been scheduled for public hearing that evening. This will also be a virtual meeting.

5.0 Vouchers.

All of the board members present submitted vouchers.

6.0 Adjournment.

Motion by Weber, seconded by Nelson, to adjourn. Motion carried unanimously (4-0). Chairperson Frey declared the meeting adjourned at 11:16 a.m.

Respectfully submitted,

Richard D. Brauer
Zoning Administrator

DOOR COUNTY BOARD OF ADJUSTMENT
Decision – Area Variance

Hearing Date: June 9, 2020 Decision Date: June 9, 2020

Applicants: Robert Hammacher & Staci Meister

Property: PIN 012-02-10272441H / 3264 Squaw Island Trail

Description of variance requested:

Robert Hammacher & Staci Meister petition for a variance from Section 4.3(1)(a), Door County Floodplain Zoning Ordinance, which states fill shall be placed one foot or more above the flood elevation and extend at least 15 ft. beyond the residence. The applicants propose to construct a residence and attached garage on fill at the required elevation, but with as little as 8 ft. of fill extending out from the building toward both side lot lines. The property is located at 3264 Squaw Island Trail in Section 10, Town 27 North, Range 24 East, in the Town of Gardner.

DECISION:

On the basis of the Decision Making Worksheet (attached hereto and incorporated herein by reference as if set forth in full) and the record in this matter the Board of Adjustment finds and determines that:

- A. The requested variance does not meet the criteria set forth in Section 59.694(7) Wisconsin Statutes.

The Board of Adjustment voted to deny the petition for grant of variance by the following vote:

Fred Frey:	Aye
Aric Weber:	Aye
Arps Horvath:	Aye
Monica Nelson:	Aye

Signed _____

Chairperson

Signed _____

Recording Clerk

Dated: June 23, 2020

Filed: June 24, 2020

Appeals. This decision may be appealed by a person aggrieved by this decision by filing an action in certiorari in the circuit court for this county within 30 days after the date of filing of this decision.

**DOOR COUNTY BOARD OF ADJUSTMENT
DECISION-MAKING WORKSHEET**

APPLICANTS NAMES: Robert Hammacher & Staci Meister

PROPERTY ADDRESSES / P.I.N.s: 3264 Squaw Island Road / 012-02-10272441H

HEARING DATE: June 9, 2020

To grant an area variance, all three of the standards enumerated below must be met. In addressing each standard, express the reasons for the decision, i.e., why the facts did or did not satisfy the standards, the weight and credibility of the evidence presented (or lack thereof), and any other relevant considerations.

1. UNIQUE PHYSICAL PROPERTY LIMITATIONS.

Are there unique physical property limitations such as steep slopes, wetlands, or parcel shape that prevent compliance with the ordinance? The circumstances of an applicant (growing family, need for a larger garage, etc.) are not factors in deciding variances. Property limitations that prevent ordinance compliance and are common to a number of properties should be addressed by amending the ordinance. The variance is not warranted if the physical character of the property allows a landowner to develop or build in compliance with the zoning ordinance.

In order for a variance to satisfy the unique physical property limitation test, the question below must be answered affirmatively.

Does this property contain unique physical property limitations (e.g., wetland presence, parcel shape, steep slope, etc.) that would prevent compliance with the ordinance?

YES X NO

EXPLAIN: Parcel shape prevents compliance with ordinance. Extremely high water elevations. Low elevations around the building site.

2. UNNECESSARY HARDSHIP.

Unnecessary hardship exists when a literal enforcement of the ordinance would unreasonably prevent the owner from using the property for a permitted purpose or when conformity with ordinance standards would be unnecessarily burdensome.

Considerations:

- Unnecessary hardship should be determined in light of the purpose and intent of the zoning ordinance in question, as well as any statute or administrative rule upon which the ordinance is based. (See page 4.) The facts of the case should be analyzed in light of these purposes. Only after considering the purpose(s) of the statute and/or ordinance, and the nature of the specific restriction(s) at issue, may a decision be made as to whether or not failure to grant a variance will cause an unnecessary hardship.
- Unnecessary hardship may arise due to a unique property limitation of a parcel (see #1, above). A variance is not warranted if the physical character of the property allows a landowner to develop or build in compliance with the zoning ordinance.

- Unnecessary hardship does not include considerations personal to the property owner (e.g., personal preference, desire to maximizing the economic value of the property, or financial hardship caused by ordinance compliance).
- Any self-created hardship, and/or any hardship that existed irrespective of the zoning ordinance in question are not proper grounds upon which to grant a variance.
- Alternatives to a variance (e.g., conditional use permit or restrictive covenant) may, as neither runs with the land, be preferable to accommodate a disability of the owner or owner's dependent.

In order for a variance to satisfy the unnecessary hardship test, one of the questions below (A or B) must be answered affirmatively.

- A. Does denial of the variance -- i.e., requiring compliance with the strict letter of the ordinance provision(s) in question (e.g., setbacks, height limitations, etc.) -- unreasonably prevent the owner from using the property for a permitted purpose?**

YES NO

EXPLAIN: The residence was constructed prior to current floodplain standards. Flooding problem persists. Owners and architect have done an excellent job of reconfiguring construction plans but nagging problem persists. The project may flood the neighbors.

OR

- B. Is conformity with the regulation(s) unnecessarily burdensome?**

YES NO

EXPLAIN: Could be unnecessarily burdensome for the neighbors. Compliance with ordinance requirements would not allow construction of a modest size residence.

3. PUBLIC INTEREST/SPIRIT AND INTENT OF THE ORDINANCE.

A variance may not be granted which results in harm to public interests, nor thwarts the spirit and intent of the ordinance. In applying this test, the board should review the purpose statements of the ordinance (and any statute or administrative rule upon which the ordinance is based) in order to identify public interests. (See page 4.) The short-term and long-term impacts of the proposal and the cumulative impacts of similar projects on the interests of the neighbors, the community, and even the state, should be considered. Review should focus on the general public interest, rather than just the narrow interests or impacts on neighbors, patrons, or residents in the vicinity of the project.

Cumulative effects are a proper consideration. For instance, in the context of shoreland zoning, the general availability of variances permitting the horizontal expansion of structures so close to the water's edge may have the cumulative effect of enclosing our lakes within a wall of impermeable surfaces to the exclusion of vegetation and impairing the ecological functions of the shoreland buffer.

A variance is not a popularity contest. The mere fact of public support or opposition is not, in and of itself, determinative of whether or not a variance is contrary to the public interest.

The board may grant only the minimum variance needed, i.e., the minimum variance necessary to relieve the unnecessary hardship. For instance, if the request is for a variance of 30 feet from the minimum setback, and a finding is made that a 10-foot setback reduction would allow the

petitioner to use the property for a permitted purpose, then only a 10-foot setback reduction may be authorized.

Distinguish between hardships that are unnecessary in light of the unique conditions of the property and the purpose of the zoning ordinance from hardships that are inconsequential or not unique or because a variance would unduly undermine the purpose of the ordinance or the public interest.

In order for a variance to satisfy the public interest test, the question below must be answered negatively.

Does the granting of the variance result in harm to the public interest?

YES NO

EXPLAIN: May lead to additional flooding on the neighbor's properties. The Town opposes this project because they believe it will lead to additional flooding on the neighbor's properties. Granting the variance would add to the challenge of controlling high water levels on the property in the near future. Cannot override concern about public interest without supportive evidence from the neighbors.

Has the applicant seeking a variance demonstrated that each of the three standards has been satisfied in this case? YES NO . If yes, then substantial justice will be done by granting the variance.

Dated this June 9, 2020

Door County Zoning Ordinance Purpose Statements

"1.04 Purpose. The purpose of this Ordinance is to promote and protect public health, safety, aesthetics, and other aspects of the general welfare. Further purposes of this Ordinance are to:

- (1) Aid in implementing the county development plan.
- (2) Promote planned and orderly land use development.
- (3) Protect property values and the property tax base.

- (4) Fix reasonable dimensional requirements to which buildings, structures, and lots shall conform.
- (5) Prevent overcrowding of the land.
- (6) Advance uses of land in accordance with its character and suitability.
- (7) Provide property with access to adequate sunlight and clean air.
- (8) Aid in protection of groundwater and surface water.
- (9) Preserve wetlands.
- (10) Protect the beauty of landscapes.
- (11) Conserve flora and fauna habitats.
- (12) Preserve and enhance the county's rural characteristics.
- (13) Protect vegetative shore cover.
- (14) Promote safety and efficiency in the county's road transportation system.
- (15) Define the duties and powers of administrative bodies in administering this Ordinance.
- (16) Prescribe penalties for violation of this Ordinance."

Wisconsin Statutes Purpose Statement

281.31. Navigable waters protection law

"(1) To aid in the fulfillment of the state's role as trustee of its navigable waters and to promote public health, safety, convenience and general welfare, it is declared to be in the public interest to make studies, establish policies, make plans and authorize municipal shoreland zoning regulations for the efficient use, conservation, development and protection of this state's water resources. The regulations shall relate to lands under, abutting or lying close to navigable waters. The purposes of the regulations shall be to further the maintenance of safe and healthful conditions; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structure and land uses and reserve shore cover and natural beauty." (*Emphasis added.*)

Examples as to how to use the above in conjunction with analysis of a variance request

When considering a variance request to relax the required ordinary high water mark setback, county zoning ordinance purposes (8), (10), (11), and (13) are likely relevant to consider. Purposes (2), (3), (4), and (5) may also be relevant. Depending upon the nature of the variance request, any of the components of the statutory purposes behind shoreland zoning (above) may be relevant to consider.

When considering a variance request to relax a required yard (setback), county zoning ordinance purposes (2), (3), (4), and (5) are likely relevant to consider.

**DOOR COUNTY BOARD OF ADJUSTMENT
Decision – Area Variance**

Hearing Date: June 9, 2020

Decision Date: June 9, 2020

Applicants: John A. Penn

Property: PIN 012-15-0056 / 3794 Rileys Point Road

Description of variance requested:

John A. Penn petitions for a variance from Section IV.B.a.2.), Door County Shoreland Zoning Ordinance, which requires lots to be used as building sites to have a minimum average width of 100 ft. (including at the ordinary high water mark) and a minimum area of 20,000 sq. ft. The existing parcel is 103 ft. wide along the ordinary high water mark of the lagoon, 82 ft. wide along the ordinary high water mark of Green Bay, and 10,100 sq. ft. in area. The petitioner proposes to have the property declared a conforming building site and replace an existing manufactured home with a new residence. The property is located at 3794 Rileys Point Rd. in Section 36, Town 28 North, Range 24 East, in the Town of Gardner.

DECISION:

On the basis of the Decision Making Worksheet (attached hereto and incorporated herein by reference as if set forth in full) and the record in this matter the Board of Adjustment finds and determines that:

- A. The requested variance does meet the criteria set forth in Section 59.694(7) Wisconsin Statutes.

The Board of Adjustment voted to grant the petition for grant of variance by the following vote:

Fred Frey:	Aye
Arps Horvath:	Aye
Aric Weber:	Aye
Monica Nelson:	Aye

Signed _____

Signed _____

Chairperson

Recording Clerk

Dated: June 23, 2020
Filed: June 24, 2020

Appeals. This decision may be appealed by a person aggrieved by this decision by filing an action in certiorari in the circuit court for this county within 30 days after the date of filing of this decision. The County of Door assumes no liability for and makes no warranty as to reliance on this decision if construction is commenced prior to expiration of this 30 day period.

**DOOR COUNTY BOARD OF ADJUSTMENT
DECISION-MAKING WORKSHEET**

APPLICANTS NAMES: John A. Penn

PROPERTY ADDRESSES / P.I.N.s: 3794 Rileys Point Road/ 012-15-0056

HEARING DATE: June 9, 2020

To grant an area variance, all three of the standards enumerated below must be met. In addressing each standard, express the reasons for the decision, i.e., why the facts did or did not satisfy the standards, the weight and credibility of the evidence presented (or lack thereof), and any other relevant considerations.

1. UNIQUE PHYSICAL PROPERTY LIMITATIONS.

Are there unique physical property limitations such as steep slopes, wetlands, or parcel shape that prevent compliance with the ordinance? The circumstances of an applicant (growing family, need for a larger garage, etc.) are not factors in deciding variances. Property limitations that prevent ordinance compliance and are common to a number of properties should be addressed by amending the ordinance. The variance is not warranted if the physical character of the property allows a landowner to develop or build in compliance with the zoning ordinance.

In order for a variance to satisfy the unique physical property limitation test, the question below must be answered affirmatively.

Does this property contain unique physical property limitations (e.g., wetland presence, parcel shape, steep slope, etc.) that would prevent compliance with the ordinance?

YES X NO

EXPLAIN: The lot predates zoning and would have been grandfathered if the adjoining property owners had not made minor adjustments to the lot lines in order to accommodate the location of an existing shed.

2. UNNECESSARY HARDSHIP.

Unnecessary hardship exists when a literal enforcement of the ordinance would unreasonably prevent the owner from using the property for a permitted purpose or when conformity with ordinance standards would be unnecessarily burdensome.

Considerations:

- Unnecessary hardship should be determined in light of the purpose and intent of the zoning ordinance in question, as well as any statute or administrative rule upon which the ordinance is based. (See page 4.) The facts of the case should be analyzed in light of these purposes. Only after considering the purpose(s) of the statute and/or ordinance, and the nature of the specific restriction(s) at issue, may a decision be made as to whether or not failure to grant a variance will cause an unnecessary hardship.
- Unnecessary hardship may arise due to a unique property limitation of a parcel (see #1, above). A variance is not warranted if the physical character of the property allows a landowner to develop or build in compliance with the zoning ordinance.

- Unnecessary hardship does not include considerations personal to the property owner (e.g., personal preference, desire to maximizing the economic value of the property, or financial hardship caused by ordinance compliance).
- Any self-created hardship, and/or any hardship that existed irrespective of the zoning ordinance in question are not proper grounds upon which to grant a variance.
- Alternatives to a variance (e.g., conditional use permit or restrictive covenant) may, as neither runs with the land, be preferable to accommodate a disability of the owner or owner's dependent.

In order for a variance to satisfy the unnecessary hardship test, one of the questions below (A or B) must be answered affirmatively.

- A. Does denial of the variance -- i.e., requiring compliance with the strict letter of the ordinance provision(s) in question (e.g., setbacks, height limitations, etc.) -- unreasonably prevent the owner from using the property for a permitted purpose?**

YES X NO _____

EXPLAIN: The denial of the variance would prevent the property owner from using the property as a building site even though the lot essentially existed prior to the adoption of zoning. A minor property exchange between neighbors has created this problem. The proposed residence will comply with all other ordinance provisions.

OR

- B. Is conformity with the regulation(s) unnecessarily burdensome?**

YES X NO _____

EXPLAIN: The denial of the variance would be unnecessarily burdensome in that it would prevent the owner from building on a lot that essentially existed prior to adoption of zoning.

3. PUBLIC INTEREST/SPIRIT AND INTENT OF THE ORDINANCE.

A variance may not be granted which results in harm to public interests, nor thwarts the spirit and intent of the ordinance. In applying this test, the board should review the purpose statements of the ordinance (and any statute or administrative rule upon which the ordinance is based) in order to identify public interests. (See page 4.) The short-term and long-term impacts of the proposal and the cumulative impacts of similar projects on the interests of the neighbors, the community, and even the state, should be considered. Review should focus on the general public interest, rather than just the narrow interests or impacts on neighbors, patrons, or residents in the vicinity of the project.

Cumulative effects are a proper consideration. For instance, in the context of shoreland zoning, the general availability of variances permitting the horizontal expansion of structures so close to the water's edge may have the cumulative effect of enclosing our lakes within a wall of impermeable surfaces to the exclusion of vegetation and impairing the ecological functions of the shoreland buffer.

A variance is not a popularity contest. The mere fact of public support or opposition is not, in and of itself, determinative of whether or not a variance is contrary to the public interest.

The board may grant only the minimum variance needed, i.e., the minimum variance necessary to relieve the unnecessary hardship. For instance, if the request is for a variance of 30 feet from

the minimum setback, and a finding is made that a 10-foot setback reduction would allow the petitioner to use the property for a permitted purpose, then only a 10-foot setback reduction may be authorized.

Distinguish between hardships that are unnecessary in light of the unique conditions of the property and the purpose of the zoning ordinance from hardships that are inconsequential or not unique or because a variance would unduly undermine the purpose of the ordinance or the public interest.

In order for a variance to satisfy the public interest test, the question below must be answered negatively.

Does the granting of the variance result in harm to the public interest?

YES _____ NO X

EXPLAIN: The proposed residence will comply with all other ordinance standards. Allowing a lot that essentially existed prior to the adoption of zoning to be used as a building site is reasonable and will not negatively affect the neighbors. No change to what already exists except a more appealing home that will be less susceptible to water damage.

Has the applicant seeking a variance demonstrated that each of the three standards has been satisfied in this case? YES X NO _____ . If yes, then substantial justice will be done by granting the variance.

Dated this June 9, 2020

Door County Zoning Ordinance Purpose Statements

"1.04 Purpose. The purpose of this Ordinance is to promote and protect public health, safety, aesthetics, and other aspects of the general welfare. Further purposes of this Ordinance are to:

- (1) Aid in implementing the county development plan.
- (2) Promote planned and orderly land use development.
- (3) Protect property values and the property tax base.
- (4) Fix reasonable dimensional requirements to which buildings, structures, and lots shall conform.
- (5) Prevent overcrowding of the land.

- (6) Advance uses of land in accordance with its character and suitability.
- (7) Provide property with access to adequate sunlight and clean air.
- (8) Aid in protection of groundwater and surface water.
- (9) Preserve wetlands.
- (10) Protect the beauty of landscapes.
- (11) Conserve flora and fauna habitats.
- (12) Preserve and enhance the county's rural characteristics.
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Wisconsin Statutes Purpose Statement

281.31. Navigable waters protection law

"(1) To aid in the fulfillment of the state's role as trustee of its navigable waters and to promote public health, safety, convenience and general welfare, it is declared to be in the public interest to make studies, establish policies, make plans and authorize municipal shoreland zoning regulations for the efficient use, conservation, development and protection of this state's water resources. The regulations shall relate to lands under, abutting or lying close to navigable waters. The purposes of the regulations shall be to further the maintenance of safe and healthful conditions; prevent and control water pollution; protect spawning grounds, fish and aquatic life; control building sites, placement of structure and land uses and reserve shore cover and natural beauty." (*Emphasis added.*)

Examples as to how to use the above in conjunction with analysis of a variance request

When considering a variance request to relax the required ordinary high water mark setback, county zoning ordinance purposes (8), (10), (11), and (13) are likely relevant to consider. Purposes (2), (3), (4), and (5) may also be relevant. Depending upon the nature of the variance request, any of the components of the statutory purposes behind shoreland zoning (above) may be relevant to consider.

When considering a variance request to relax a required yard (setback), county zoning ordinance purposes (2), (3), (4), and (5) are likely relevant to consider.