



1                                   **VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES**  
2   **TUESDAY, MARCH 15, 2016**  
3                                   **SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD**  
4   **UNAPPROVED VERSION**  
5

6 The March 15, 2016 meeting of the Village of Sister Bay Board of Trustees was called to order  
7 by Village President Dave Lienau at 6:02 P.M.

8  
9 **Present:** President Lienau and Trustees Pat Duffy, Scott Baker, Nate Bell, and Nora Zacek.

10  
11 **Excused:** Kathy Enquist and John Clove

12  
13 **Staff Members:** Village Administrator Zeke Jackson, Finance Director Tasha Rass and Assistant  
14 Administrator Janal Suppanz.

15  
16 **Others:** Laddie Chapman, Representative Joel Kitchens, Holly Weatherwax, and Jackson Parr.

17  
18 **Approval of the Agenda and Minutes as published:**

19 *A motion was made by Baker, seconded by Zacek that the Agenda for the March 15, 2016*  
20 *meeting of the Village of Sister Bay Board of Trustees be approved as presented. Motion carried*  
21 *– All ayes.*

22  
23 *A motion was made by Zacek, seconded by Baker that the minutes for the February 16, 2016*  
24 *meeting of the Village Board be approved as presented. Motion carried – All ayes.*

25  
26 **Comments and correspondence:**

27 Lienau noted that no correspondence had been received and asked if anyone wished to  
28 comment regarding a non-agenda item.

29  
30 Jackson introduced Assembly Representative Joel Kitchens. Kitchens explained that over the  
31 course of the next few months he intends to attend several Town, Village and City meetings  
32 throughout his district in an attempt to obtain input from his constituents. Prior to the meeting  
33 he was visiting with those in attendance, and questions had arisen regarding the status of the  
34 Recycling Bill. He supported that Bill and it has been forwarded on to the Senate. Several Board  
35 members noted that quite often issues arise with hiring employees who require J-1 Visas, as a  
36 number of State and Federal regulations apply. In communities such as Sister Bay there are  
37 labor shortages and it is very difficult, if not impossible to adequately staff businesses. It did  
38 help when it was easier to hire students from foreign countries, but housing issues still arose.  
39 Kitchens responded that he is on the State Tourism Commission. The members of that  
40 Commission are aware of the labor shortage issues and are working to resolve them. The  
41 suggestion was made that the State of Wisconsin consider doing cross-promotions with the  
42 State of Michigan, and Kitchens responded that he believes that would be a good idea and will  
43 look into it.

44  
45 **Item No. 1. Presentation by Holly Weatherwax of County Materials on permeable pavers:**

46 Holly Weatherwax of County Materials indicated that she and her associates are attempting to  
47 get the word out to municipal officials, builders and landscaping architects about the benefits of  
48 permeable pavers. If permeable pavers are utilized detention ponds are not necessary and local  
49 waterways are cleaned up. Permeable pavers have been installed in Egg Harbor and are

1 working quite well. A grant was obtained for the Egg Harbor project. Weatherwax distributed a  
 2 sample of water which ran off a paved parking lot and it was obvious that it contained a variety  
 3 of pollutants. If permeable pavers are utilized pollutants are greatly reduced. County Materials  
 4 employees do make a concerted effort to see that permeable pavers are installed properly on  
 5 every job they undertake, and permeable pavers can withstand heavy equipment and heavy  
 6 traffic. They also work great for parking lots and streets on which speed limits do not exceed 45  
 7 MPH. In conclusion Weatherwax indicated that she is very excited about the benefits of  
 8 permeable pavers and would be happy to meet with anyone interested in receiving further  
 9 information regarding them.

10  
 11 **Item No. 2. Consider and discuss a recommendation from the Finance Committee regarding**  
 12 **refinancing of the Village's 2005 series bonds and adoption of Resolution 321 which**  
 13 **authorizes the redemption of the Village's General Obligation Refunding Bonds dated April**  
 14 **15, 2005; Consider a motion for action if appropriate:**

15 On February 16, 2016 the Village Board accepted the recommendation of the Finance  
 16 Committee and approved the call and refinancing of the principal balance of \$2,310,000  
 17 which remains on its 2005 Series Bonds. An applicable Resolution was withheld as the bank  
 18 and the bond issuer demanded that specific language be incorporated into the Agenda and  
 19 Resolution. A draft of Resolution No. 321, which does contain the required language was  
 20 included in the meeting packets. If the call and refinancing of the principal balance on the  
 21 2005 Series Bonds is approved savings of \$159,494.84 will be realized.

22  
 23 *A motion was made by Bell, seconded by Lienau that the Village Board passes and adopts*  
 24 *Resolution No. 321-021616 authorizing the redemption and calling of the Village's General*  
 25 *Obligation Refunding Bonds dated April 15, 2005, as presented. Motion carried – All ayes.*

26  
 27 **Item No. 3. Presentation on the goal setting take home activity; Consider the use of multiple**  
 28 **interactive processes to refine goals into goal statements; discussion regarding this issue and**  
 29 **consider a motion for action if appropriate:**

30 The Village is complying with a major twenty year plan much sooner than was originally  
 31 anticipated. While Village officials are excited about the progress which has been made on this  
 32 issue, there is some differing sentiment among citizens, committee members and Trustees as to  
 33 "how, when and what" should happen next. Jackson believes it makes the most sense for the  
 34 Trustees to define a clear direction for the future with ranked priorities based on their collective  
 35 will, and, to that end, worksheets which contain applicable questions were provided to the  
 36 Board members at their last meeting. Those worksheets were completed by the Board members  
 37 and provided to Jackson prior to this meeting and he tabulated the data they contained and  
 38 prepared the reports which were included in the meeting packets. He also prepared the outline  
 39 which was displayed on the white board. The goal will be to take the general ideas which are  
 40 listed on the reports and refine them into goal statements.

41  
 42 *It was the consensus that the data which was collected should be separated into the following*  
 43 *categories:*

- 44 • *Economic Development (Sell Village properties, Create employee housing, Be "Business*  
 45 *Friendly", Support Existing Businesses);*
- 46 • *Infrastructure (Roads, Utilities, Public Parking, Sidewalks);*
- 47 • *Financial (Privatizing Services, Reduce Debt and Taxes, TIF);*
- 48 • *Asset Enhancement (New Administration Building, Set Money Aside for a New Fire*  
 49 *Truck, Dock Maintenance, Create a Fuel Dock, Close the Quarry, and Park Restrooms);*

- 1 • Cultural /Tourism Enhancement (Marketing, Increase Use of the Parks, Branding);
- 2 Regulatory (Simplify Processes, Limit Regulation); and
- 3 • Public Relations (Hold Town Hall Meetings, Provide Information to the Citizens).

4  
5 *Further discussion will take place regarding these issues at the next meeting of the Village Board.*

6  
7 **Item No. 3. Consider a motion to discuss and confirm President Lienau’s appointments:**

8 Lienau indicated that he didn’t wish to recommend any appointments at this time.

9  
10 **Item No. 4. Report on County activities from the County Supervisor, Dave Lienau:**

11 Lienau gave the following oral report regarding Door County activities:

- 12 • After the spring election County Board elections will take place.
- 13
- 14 • County officials have been discussing issues associated with “dual employment”. Benefit
- 15 requirement issues could come into play in circumstances such as this, and, therefore, a
- 16 formal policy will be created.
- 17
- 18 • The DCEDC Annual Meeting and Luncheon will be conducted on April 7, 2016. If any of
- 19 the Board members are interested in attending that event they should contact Suppanz
- 20 ASAP.

21  
22 **Item No. 5. Review of the financial statements and consideration of a motion to approve the**

23 **monthly bills:**

24 Payment Approval Reports for the period February 17, 2016 through March 15, 2016 were

25 included in the meeting packets, and the Board members jointly reviewed those documents.

26  
27 The question arose as to why Village employees did not have CPR training at the Fire

28 Department as opposed to NWTC, and Jackson responded that he was not aware that the Fire

29 Department offered that training. He will keep that fact in mind in the future.

30  
31 *A motion was made by Lienau, seconded by Baker that the monthly bills depicted on the*

32 *reports which were included in the meeting packets totaling \$1,336,550.45 are all approved.*

33 *Motion carried – All ayes.*

34  
35 **Item No. 6. Report by the Village Administrator on Village activities and projects:**

36 Jackson gave the following oral report regarding pending projects:

- 37 • **Bay Shore Drive Project:** Work has resumed on some retention walls along Bay Shore
- 38 Drive. Employees from Wisconsin Public Service has been asked to remove the
- 39 temporary lighting, and that work will be completed as soon as they have crews in the
- 40 area. Restoration work should start in April, and work should commence on completion
- 41 of sidewalks, driveway tie-ins, painting and finishing work in the near future. Staff
- 42 members have asked D.O.T. officials to look into creating an additional storm water
- 43 main connection for the Braun property and has also asked them to complete curb cuts
- 44 to service a driveway by the Willems house/Sister Bay Bowl property.
- 45
- 46 • **Sledding Hill:** A number of positive comments were made about the sledding hill. Steve
- 47 Mann and Pat Hockers will be working on a solution to redirect sledders on a more
- 48 southerly path.

- 1 • **Beach Project:** Work on the Beach Project is complete!!! There are still some  
2 outstanding issues which have to be addressed with the DNR, and, therefore, the  
3 Village Attorney has stated that Board members should not discuss any aspects of the  
4 project with anyone.  
5
- 6 • **Harbor View:** A Development Agreement has been executed by the affected parties  
7 and building is anticipated to begin in 2017.  
8
- 9 • **Stony Ridge:** Keith Garot has signed an amended Development Agreement.  
10 Construction will be weather dependent.  
11
- 12 • **Audit:** Village staff members worked with the audit team from Schenck to complete  
13 field work during the week of March 7<sup>th</sup>. The auditors anticipate that their work will be  
14 completed in April or May.  
15
- 16 • **Wayfinding Signage:** Living Labs has received one bid back, and is in the process of  
17 soliciting two others from sign companies in Wisconsin.  
18
- 19 • **Code Enforcement:** He intends to check on the status of potential Municipal Code  
20 violations as soon as properties are more readily accessible.  
21

22 Duffy questioned whether research has been done regarding the required size of storm water  
23 main connections and related curb cuts as those specifications could change after development  
24 plans have been finalized, and Jackson responded that before any decisions are made flow  
25 calculations would have to be done and referrals made to the appropriate committee(s). He  
26 also noted that significant cost savings could be realized if the work is done ahead of time.  
27

#### 28 **Committee Reports:**

##### 29 (1) **Administrative Committee:**

30 The Administrative Committee has not met recently.  
31

##### 32 (2) **Bay Shore Drive Reconstruction Oversight Ad Hoc Committee:**

33 The Bay Shore Drive Reconstruction Oversight Ad Hoc Committee has not met recently.  
34

##### 35 (3) **Communication and Technology Committee:**

36 The Communication and Technology Committee has not met recently.  
37

##### 38 (4) **Door County Coastal Byways Commission:**

39 No action based on the minutes which were included in the meeting packets. The  
40 Coastal Byways Commission met on March 9, 2016 and will be meeting again in April.  
41

##### 42 (5) **DCEDC:**

43 The DCEDC met in January. At that meeting officers were elected. The Board members  
44 were informed that a developer is interested in the Cap Wulf property.  
45

46 The DCEDC also met in February. At that meeting a presentation was made by John  
47 Bartz, a WEDC representative. Rob Burke also made a presentation regarding the status  
48 of the UW-Extension office in Sturgeon Bay. DC Brewing is planning a major expansion  
49 project. Palmer Johnson is paying back their loan. The DCEDC was sued by an

1 individual who claimed that that entity did not assist him with establishing a country-  
 2 western venue.

3  
 4 In March the DCEDC met at Therm-A-TronX in Sturgeon Bay and the Board members  
 5 toured that facility. At that meeting the Board members were informed that the  
 6 previously mentioned lawsuit was dismissed by the Court.

7  
 8 **(6) Economic Development Committee:**

9 The Economic Development Committee did not meet recently.

10  
 11 **(7) Finance Committee:**

12 No action based on the minutes which were included in the meeting packets

13  
 14 **(8) Fire Board and Fire District Exploratory Committee:**

15 No action based on the minutes which were included in the meeting packets. Duffy  
 16 noted that physicals are required before someone becomes a Firefighter, but no follow-  
 17 up examinations are required. The Fire Chief is attempting to make arrangements with an  
 18 insurance company who will allow regular Firefighters to have physicals on a no-cost  
 19 basis.

20  
 21 The Fire District Exploratory Committee has not met recently.

22  
 23 **(9) Historical Society:**

24 The Historical Society has been meeting on a regular basis and the Corner of the Past will  
 25 be opening on May 27, 2016. Family friendly movies will be displayed out there on July  
 26 12, 2016 and August 23, 2016. A wedding reception will be conducted on the Corner of  
 27 the Past grounds this summer, and before that event takes place a facility use policy will  
 28 be created. The Spring Annual Meeting will be conducted on May 12, 2016.

29  
 30 **(10) Library Commission:**

31 No action based on the minutes which were included in the meeting packets.

32  
 33 **(11) Marina Committee and Marina Fest Committee:**

34 The Marina Committee did not meet in March.

35  
 36 No action based on the Marina Fest Committee minutes which were included in the  
 37 meeting packets.

38  
 39 **(12) Parks:**

40 The Parks Committee did not meet in March.

41  
 42 **(13) Personnel Committee:**

43 No action based on the minutes for the joint meeting of the Personnel Committee and the  
 44 Water, Sewer Collection and Storm Sewer Committee which were included in the  
 45 meeting packets.

46  
 47 **(14) Plan Commission:**

48 No action based on the minutes which were included in the meeting packets.

49  
 50

1 Jackson noted that he did obtain a light meter, and it appears that there is actually not  
 2 enough as opposed to too much light coming from the SCAND property. Therefore, there  
 3 are no compliance issues associated with the lights which are mentioned in the section  
 4 which begins on Line 35 – Page 1 of the February 23, 2016 Plan Commission Meeting  
 5 Minutes. The complainant has been informed of Jackson’s findings.

6  
 7 *It was the consensus that the light trespass issue should be closed and the SCAND*  
 8 *Development Agreement amended accordingly.*  
 9

10 **(15) SBAA:**

11 No action based on the minutes which were included in the meeting packets. Village  
 12 officials will be meeting with SBAA representatives regarding the SBAA Operating  
 13 Agreement on Friday. Plans are underway for Paddlefest and the Beach Grand Opening  
 14 Celebration, and there will be musical entertainment throughout the day. This year’s  
 15 Film Fest was a success. The winning movie was, “The Red Thunder”. The Egg Hunt will  
 16 be conducted in Waterfront Park on March 26<sup>th</sup>, the goat parade will be conducted on  
 17 June 11<sup>th</sup>, and regular Wednesday Concerts In The Park will be conducted throughout  
 18 “the season”. Chris Milligan has been hired as the new SBAA Coordinator.  
 19

20 **(16) Teen Center:**

21 Since Enquist was not present no Teen Center report was given.  
 22

23 **(17) Tourism Zone Commission:**

24 No action based on the minutes which were included in the meeting packets. At the last  
 25 Tourism Zone Commission Meeting information was provided that the Door County  
 26 Visitor Bureau will be sponsoring two tall ships. If anyone would be interested in  
 27 sponsoring a Viking, (allow them stay the night at their residence in August), they should  
 28 contact the employees at the Visitor Bureau.  
 29

30 **(18) Utilities – Water, Sewer, and Storm Sewer Committees:**

31 The Utilities – Water, Sewer and Storm Sewer Committees met but those minutes have  
 32 not been completed yet.  
 33

34 **(19) Administration/Compensation Oversight:**

35 The Administration/Compensation Oversight Committee has not met recently.  
 36

37 **(20) Waterfront Oversight**

38 No action based on the minutes which were included in the meeting packets. Lienau  
 39 noted that eventually the Waterfront Oversight Committee will make a referral(s) to the  
 40 Parks Committee and the Village Board regarding the preferred course of action with  
 41 respect to utilization of the waterfront.  
 42

43 *At 7:51 P.M. a brief recess was taken and the Board reconvened at 7:59 P.M.*  
 44

45 **Item No. 7. Consider a motion to convene into executive session pursuant to Wis. Stats.,**  
 46 **§19.85(1)(c) to discuss personnel and employee benefits and §19.85(1)(g) to confer with legal**  
 47 **counsel, who, either orally or in writing will advise the governmental body on strategy to be**  
 48 **adopted with respect to current or likely litigation:**

49 *At 8:00 P.M. a motion was made by Lienau, seconded by Baker that the Village Board convene*  
 50 *into executive session pursuant to Wis. Stats., §19.85(1)(c) to discuss personnel and employee*

1 *benefits and §19.85(1)(g) to confer with legal counsel, who, either orally or in writing will*  
 2 *advise the governmental body on strategy to be adopted with respect to current or likely*  
 3 *litigation.*

4  
 5 *A roll call vote was taken on that motion and the Board members voted in the following*  
 6 *fashion:*

7  
 8 *Baker – Aye; Bell – Aye; Duffy – Aye; Lienau – Aye; Zacek – Aye.*

9  
 10 *Motion carried.*

11  
 12 **Item No. 8. Consider a motion to reconvene into open session:**

13 *At 8:45 P.M. a motion was made by Lienau, seconded by Zacek that the Village Board*  
 14 *reconvene into open session. Another roll call vote was taken and the Board members voted in*  
 15 *the following fashion:*

16  
 17 *Baker – Aye; Bell – Aye; Duffy – Aye; Lienau – Aye; Zacek – Aye;*

18  
 19 *Motion carried.*

20  
 21 **Item No. 9. Consider a motion to take action if required:**

22 *A motion was made by Bell, seconded by Baker that the Village Board passes and adopts a*  
 23 *Resolution authorizing the Village to purchase the property which is commonly referred to as*  
 24 *“The Quarry” and the adjoining property which is owned by the Small Family. Motion carried –*  
 25 *All ayes.*

26  
 27 *The Board members noted that before deciding to take this action the Village explored every*  
 28 *option available to abate a pre-existing non-conforming use and an accompanying long-*  
 29 *standing public nuisance.*

30  
 31 **Item No. 10. Discussion regarding matters to be placed on a future agenda or referred to a**  
 32 **committee, official or employee:**

33 *It was the consensus that the following agenda item shall be addressed at the next meeting of*  
 34 *the Village Board:*

- 35 • **Presentation on the goal setting take home activity; Consider the use of multiple**  
 36 **interactive processes to refine goals into goal statements; discussion regarding this**  
 37 **issue, and consider a motion for action if appropriate:**

38  
 39 **Adjournment:**

40 *A motion was made by Duffy, seconded by Zacek to adjourn the meeting of the Board of*  
 41 *Trustees at 8:47 P.M. Motion carried – All ayes.*

42  
 43 *Respectfully submitted,*

44 

45 *Janal Suppanz, Assistant Administrator*

**VILLAGE OF SISTER BAY SPECIAL BOARD OF TRUSTEES MEETING MINUTES**  
**THURSDAY, MARCH 31, 2016**  
**SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD**  
**UNAPPROVED VERSION**

The March 31, 2016 special meeting of the Village of Sister Bay Board of Trustees was called to order by Village President Dave Lienau at 2:10 P.M.

**Present:** President Lienau and Trustees Pat Duffy, Scott Baker, Nate Bell, John Clove, Kathy Enquist and Nora Zacek.

**Staff Members:** Village Administrator Zeke Jackson, Finance Director Tasha Rass and Assistant Administrator Janal Suppanz.

**Others:** Jackson Parr, Dawn Nawrot and Grant Arndt

**Approval of the Agenda as published:**

*A motion was made by Duffy, seconded by Zacek that the Agenda for the March 31, 2016 special meeting of the Village of Sister Bay Board of Trustees be approved as presented. Motion carried – All ayes.*

**Comments and correspondence:**

Lienau noted that no new correspondence had been received and asked if anyone wished to comment regarding a non-agenda item. No one responded.

**Item No. 1. Consider and discuss a recommendation from Attorney Nesbitt concerning a Privilege in the Street License for a property located at 2373 Parkview Drive; Consider appropriate motions for action:**

Jackson noted that several years ago an Assessor's Plat was created in an attempt to clear up some of the property descriptions in the Village. Jeffrey Swanson is the Successor Trustee of the Richard K. Swanson Declaration of Trust dated May 26, 2000, and owns the property at 2373 Parkview Drive. As a result of the creation of the Assessor's Plat the property at 2373 Parkview Drive does contain encroachments upon the right-of-way of Parkview Drive. Mr. Swanson intends to sell his property and has requested that a Privilege In The Street License be issued for the previously mentioned property ASAP as a closing has been scheduled for next Wednesday. A copy of that document was included in the meeting packets and the Board members jointly reviewed it.

*A motion was made by Duffy, seconded by Baker that the Village Board approves the Privilege In The Street License for the property located at 2373 Parkview Drive which was reviewed at this meeting as presented. Motion carried – All ayes.*

**Adjournment:**

*A motion was made by Baker, seconded by Enquist to adjourn the meeting of the Board of Trustees at 2:34 P.M. Motion carried – All ayes.*

Respectfully submitted,



Janal Suppanz, Assistant Administrator



## Plan Commission Public Notice

The Sister Bay Plan Commission will hold a public hearing at the Sister Bay Fire Station, 2258 Mill Rd, Door County, Wisconsin on **Tuesday, April 12, 2016 at 5:30 P.M.** or shortly thereafter, for the purpose of considering proposed map amendments to the Zoning Map. Sections of the Zoning Map to be considered include adoption of a Certified Survey Map for parcel 181-0008312813G1 on Bay Shore Dr, commonly addressed as 10478 STH 57. and referred to as "the Voyager Inn".

The purpose of this public hearing is to obtain comments and input from the public on the proposed Map amendments.

A copy of the proposed amendments and the current Zoning Code are available for inspection. The Zoning Code and Zoning Map for the Village are also on file at the Zoning Administrator's office and may be viewed at 2383 Maple Drive weekdays between 8:00 a.m. and 4:00p.m. The drafts are available on the Village web site at [www.sisterbaywi.gov](http://www.sisterbaywi.gov).

Written testimony, including email, will be accepted at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI 54234, (FAX 920-854-9637) until 3:00 P.M. on the day of the meeting. Letters will be available for public inspection during normal business hours, until the close of business on the day of the hearing. Letters will be entered into the record; and a summary of all letters will be presented at the meeting, but individual letters may not be read. Anonymous correspondence will not be accepted.

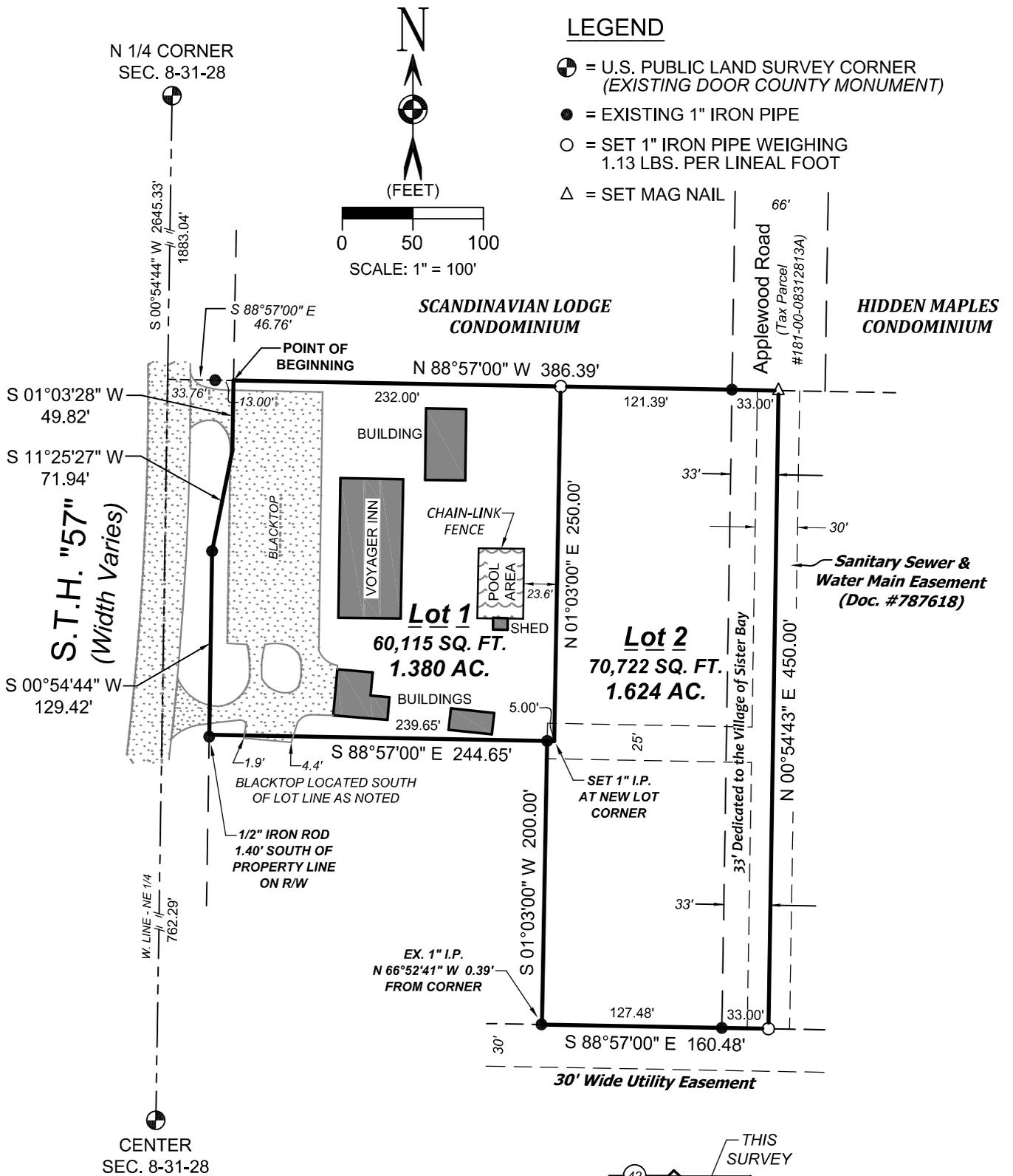
All application materials for Regular Zoning Permits, Conditional Use Permits and zoning amendment petitions may be viewed at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI during normal business hours, 8:00am. -4:00p.m.

By order of the Plan Commission of the Village of Sister Bay.

Zeke Jackson  
Zoning Administrator  
[zeke.jackson@sisterbaywi.gov](mailto:zeke.jackson@sisterbaywi.gov)

# CERTIFIED SURVEY MAP

LOCATED IN:  
 THE SW 1/4 OF THE NE 1/4 OF SECTION 8, T. 31 N., R. 28 E.,  
 VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN



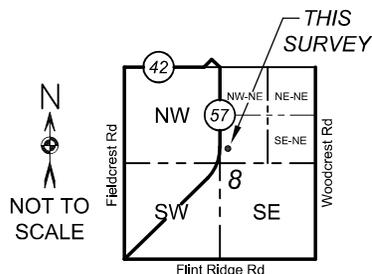
**SURVEYOR'S NOTES:**

BEARINGS REFERENCED TO THE WEST LINE OF THE NE 1/4 OF SECTION 8-31-28 BEARING S 00°54'44" W BASED FROM PREVIOUS LEE E. TELFER SURVEY, MAP #014363, DATED JUNE 16, 1989.

THE RIGHT-OF-WAY OF S.T.H. "57" IS BASED FROM WI DOT R/W PROJECT NO: 4150-05-22.

PARENT TAX PARCEL #181-00-08312813G1 LOCATED AT 10478 S.T.H. "57".

NO UTILITIES, DECKS OR WALKWAYS LOCATED DUE TO MAP SCALE.



**CERTIFIED SURVEY MAP**

LOCATED IN:

THE SW 1/4 OF THE NE 1/4 OF SECTION 8, T. 31 N., R. 28 E.,  
VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN

**SURVEYOR'S CERTIFICATE:**

I, John S. Baudhuin, Professional Land Surveyor for Brian Frisque Surveys Inc., do hereby certify that under the direction of Carol Moses and James Mullaney, owners, I have surveyed the following described parcel.

A tract of land located in the Southwest one-quarter of the Northeast one-quarter of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin and described as follows:

Commencing at the North one-quarter corner of said Section 8, thence S 00°54'44" W along the west line of said Northeast one-quarter 1883.04 feet, thence S 88°57'00" E 46.76 feet to the intersection with the easterly right-of-way of S.T.H. "57" and the point of beginning, thence southerly along said easterly right-of-way as follows; S 01°03'28" W 49.82 feet, S 11°25'27" W 71.94 feet and S 00°54'44" W 129.42 feet, thence S 88°57'00" E 239.65 feet, thence S 01°03'00" W 200.00 feet, thence S 88°57'00" E 160.48 feet, thence N 00°54'43" E 450.00 feet, thence N 88°57'00" W 386.39 feet to the point of beginning.

Said tract contains 3.004 acres (130,837 square feet) of land.

The easterly 33 feet is dedicated to the Village of Sister Bay. Also, subject to a Sanitary Sewer and Water Main Easement recorded as Document No. 787618.

I further certify that the adjacent map is a true representation to the best of my knowledge and belief of said property and correctly shows the size and location of the property, its exterior boundaries and correct measurements thereof, the location of all visible structures, boundary fences, apparent easements, roadways and visible encroachments, if any. Also, that I have fully complied with the requirements of Chapter 236.34 of the Wisconsin Statutes.

This survey is made for the use of the present owners of the property and also those who purchase, mortgage or guarantee title thereto.

Dated \_\_\_\_\_

\_\_\_\_\_  
John S. Baudhuin  
P.L.S. S-1576

**CERTIFICATE OF THE VILLAGE OF SISTER BAY:**

This Certified Survey Map has been submitted to and approved by the Village of Sister Bay.

Dated \_\_\_\_\_

\_\_\_\_\_  
David W. Lienau, Village President

**DOOR COUNTY REGISTER OF DEEDS:**

ACCEPTED FOR RECORDING AND FILING IN THE OFFICE OF REGISTER OF DEEDS IN

DOOR COUNTY, WISCONSIN AT \_\_\_\_\_ M ON \_\_\_\_\_, 2016

AS DOCUMENT # \_\_\_\_\_ AND FILED IN \_\_\_\_\_

SIGNATURE OF REGISTER OF DEEDS \_\_\_\_\_



## Plan Commission Public Notice

The Sister Bay Plan Commission will hold a public hearing at the Sister Bay Fire Station, 2258 Mill Rd, Door County, Wisconsin on **Tuesday, April 12, 2016 at 5:30 P.M.** or shortly thereafter, for the purpose of considering proposed map amendments to the Zoning Map. Sections of the Zoning Map to be considered include adoption of a Planned Use Development (PUD) for parcel 1810008312822W on Bittersweet Ln, commonly addressed as 2450 Bittersweet Ln. and referred to as "the Jim Schaffer property".

The purpose of this public hearing is to obtain comments and input from the public on the proposed Map amendments.

A copy of the proposed amendments and the current Zoning Code are available for inspection. The Zoning Code and Zoning Map for the Village are also on file at the Zoning Administrator's office and may be viewed at 2383 Maple Drive weekdays between 8:00 a.m. and 4:00p.m. The drafts are available on the Village web site at [www.sisterbaywi.gov](http://www.sisterbaywi.gov).

Written testimony, including email, will be accepted at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI 54234, (FAX 920-854-9637) until 3:00 P.M. on the day of the meeting. Letters will be available for public inspection during normal business hours, until the close of business on the day of the hearing. Letters will be entered into the record; and a summary of all letters will be presented at the meeting, but individual letters may not be read. Anonymous correspondence will not be accepted.

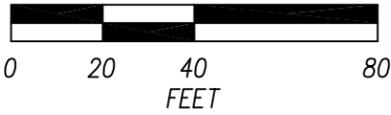
All application materials for Regular Zoning Permits, Conditional Use Permits and zoning amendment petitions may be viewed at the Sister Bay Administration Building, 2383 Maple Drive, Sister Bay, WI during normal business hours, 8:00am. -4:00p.m.

By order of the Plan Commission of the Village of Sister Bay.

Zeke Jackson  
Zoning Administrator  
[zeke.jackson@sisterbaywi.gov](mailto:zeke.jackson@sisterbaywi.gov)



**NORTH**  
1" = 40'



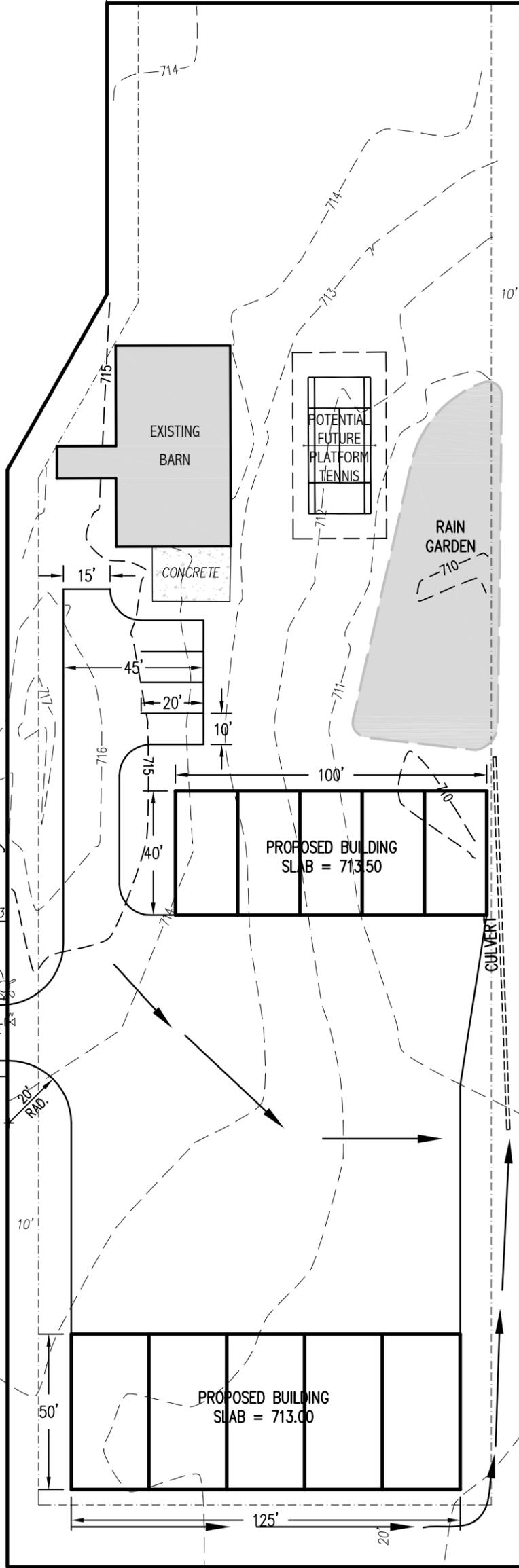
**SITE STATISTICS**

AREA OF PARCEL = 79,496 S.F.  
 IMPERVIOUS SURFACE AREA = 35,858 S.F.  
 % IMPERVIOUS = 45.11%

UNDERLYING ZONING DISTRICT  
 = B-1 - GENERAL BUSINESS DISTRICT

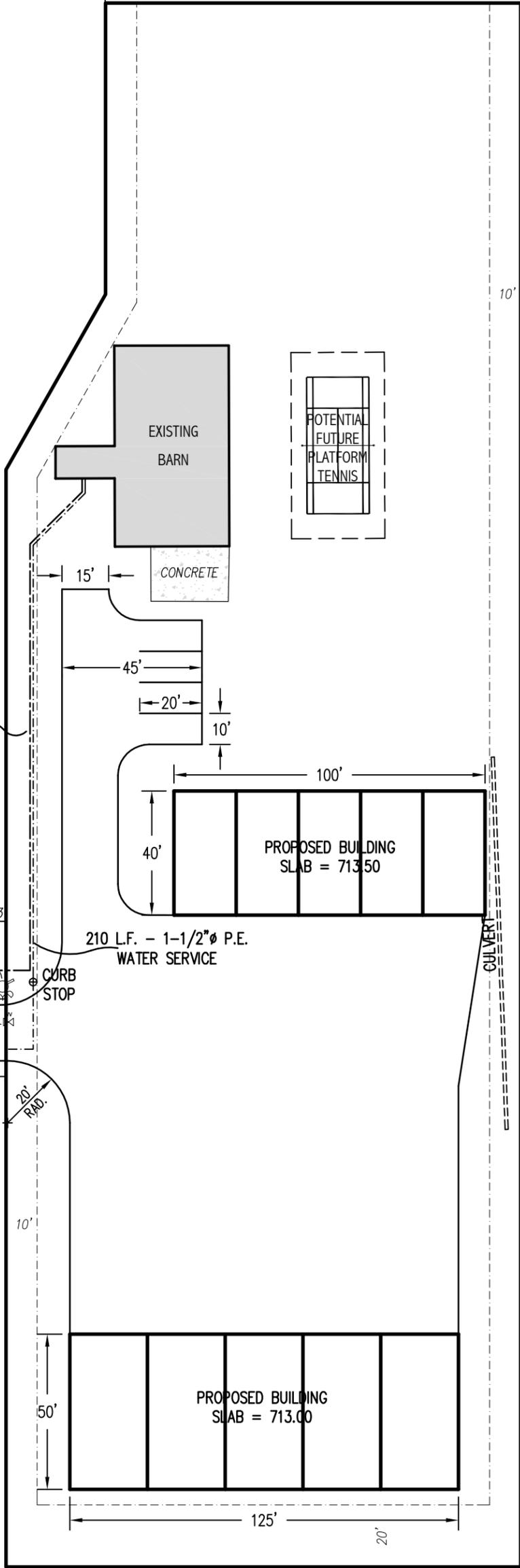
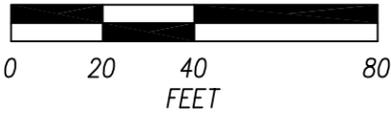
PARKING REQUIRED (2,800 S.F. BUILDING) = 1 STALL  
 PARKING PROVIDED = 4 STALLS

MUNICIPAL SANITARY SEWER &  
 WATER SERVICE PROVIDED





NORTH  
1" = 40'



Bittersweet Ln.

200 L.F. - 4"Ø PVC  
SANITARY LATERAL  
@ 1.04%

B.M. - 716.73  
TAG NUT ON  
HYDRANT

210 L.F. - 1-1/2"Ø P.E.  
WATER SERVICE

Ø CURB  
STOP

EXIST.  
ASPH. RIM = 714.27  
INVT = 708.47

20'  
R.M.D.

10'

50'

PROPOSED BUILDING  
SLAB = 713.00

125'

20'

CULVERT

10'

EXISTING  
BARN

CONCRETE

POTENTIAL  
FUTURE  
PLATFORM  
TENNIS

PROPOSED BUILDING  
SLAB = 713.50

100'

40'

45'

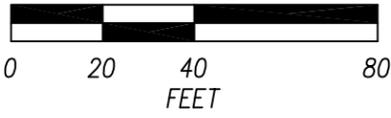
20'

10'

15'



NORTH  
1" = 40'



EXISTING CEDAR HEDGE

EXISTING BARN

POTENTIAL FUTURE PLATFORM TENNIS

CONCRETE

EXISTING DECIDUOUS TREES (TYPICAL)

PROPOSED BUILDING SLAB = 713.50

Bittersweet Ln.

B.M. - 716.73  
TAG NUT ON HYDRANT

EXIST. ASPH. VALVE  
RIM = 714.27  
INV. = 708.47

EXISTING CEDAR HEDGE

PROPOSED BUILDING SLAB = 713.00

EVERGREEN TREES  
MIN. 6' HIGH  
15' x 15' SPACING  
(TYPICAL)

2018  
22662  
LST

LANDSCAPE PLAN

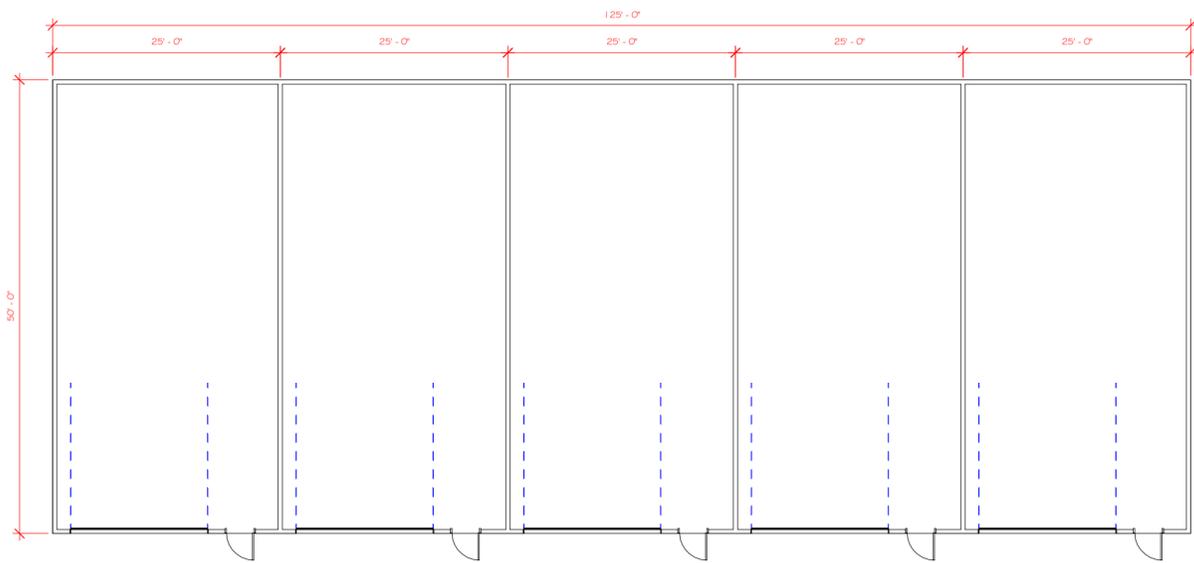
**Bittersweet Lane Storage Units**



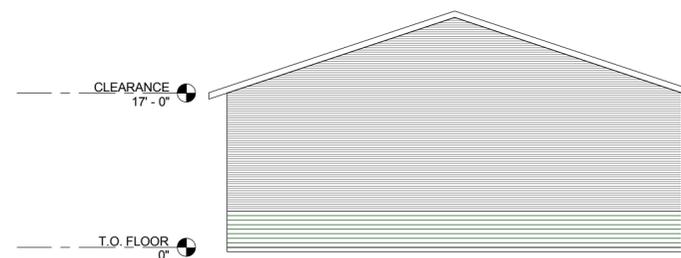
P.O. BOX 105  
55 S. 3RD AVENUE  
STURGEON BAY, WI. 54235  
FAX: 920-743-8217  
PHONE: 1-800-773-8211  
PHONE: 920-743-8211

REUSE OF DOCUMENTS  
THIS DOCUMENT HAS BEEN DEVELOPED FOR A SPECIFIC APPLICATION AND NOT FOR GENERAL USE. THEREFORE IT MAY NOT BE USED WITHOUT THE WRITTEN APPROVAL OF BAUDHUIN INCORPORATED. UNAPPROVED USE IS THE SOLE RESPONSIBILITY OF THE UNAUTHORIZED USER.  
PATH OF DRAWING:  
Y:\LDWG\ANDERSEN - BITTERSWEET 22882\DWG\862-TOPO

DATE:  
3-22-16  
OVERSEEN BY:  
S.J.P., P.E.  
DRAWN BY:  
D.P.V.B.

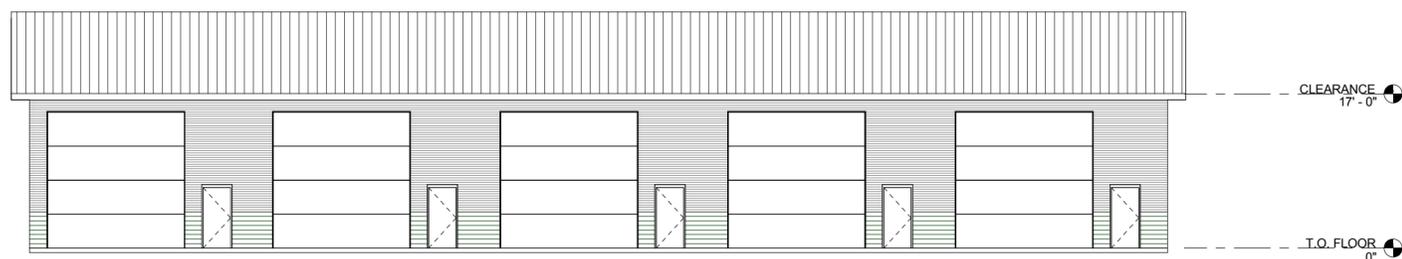


④ East  
1/8" = 1'-0"

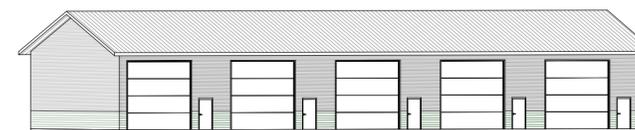


⑤ West  
1/8" = 1'-0"

① Building Plan  
1/8" = 1'-0"



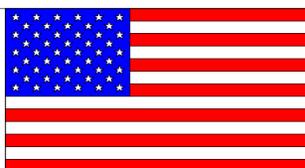
③ South  
1/8" = 1'-0"



② (3D)

DRAWN BY: <b>JCB</b>	CLIENT NAME: <b>BILL ANDERSON</b>
SCALE: <b>1/8" = 1'-0"</b>	PROJECT NAME: <b>50' X 120' X 17' CLEAR</b>
ISSUE DATE: <b>2/29/16</b>	PROJECT LOCATION: <b>BAILEYS HARBOR, WI</b>

THIS DRAWING WAS MADE EXCLUSIVELY FOR THE PARTY NAMED IN THE TITLE BLOCK. IT REMAINS THE PROPERTY OF FOREST CONSTRUCTION CO., INC. AND MAY NOT BE REPRODUCED OR COPIED IN WHOLE OR IN PART BY ANY METHOD WITHOUT THE EXPRESSED WRITTEN CONSENT OF FOREST CONSTRUCTION COMPANY, INC.



FOREST CONSTRUCTION CO., INC.  
WEB: WWW.FORESTBUILDINGS.COM

**A2**  
LATEST REVISION:

**DEVELOPMENT AGREEMENT and Planned Use Development Agreement  
For  
William Andersen on the Schaffer Property**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Sister Bay, Door County, Wisconsin, a municipal corporation ("Village"), and William Andersen ("Developer").

**RECITALS**

**WHEREAS**, William Andersen has entered into an offer to purchase subject to Village approvals of his development plans for the property; and

**WHEREAS**, the Property is zoned B-1 General Business District and is depicted on the attached Exhibits A, and as listed in Section 2; plans.

**WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and requirements required by the Village for Development of the Property;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

1. Developer is a duly organized and existing Individual in good standing under the laws of the State of Wisconsin.
2. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.
4. The Developer has at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion

William Andersen, Schaffer Property Garage Units Development Agreement

of the Developer’s obligations under this Development Agreement. The developer shall provide evidence that those commitments exist upon the signing of this agreement.

- 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt financing committed to fully fund all of its obligations and building construction identified hereunder and has performed and complied with all conditions, covenants and agreements as required by the debt financing.
- 6. The Developer represents that he will make every effort to seek bids from Door County contractors and building materials suppliers to construct the project, and will follow appropriate bidding laws as governed by the State of Wisconsin.

**SECTION 2. ZONING APPROVALS**

- 1. The property is presently unoccupied and is located in the B-1 General Business District. The Village agrees, subject to the approval by the Developer of this agreement, that the property will receive a Zoning Permit as per the requirements of Section 66.1530 of the Municipal Code. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the operation of a Commercial Development containing 10 garage units in 2 buildings, and the rehabilitation of the non-conforming barn currently in existence on the property as a multi-use and office building. A Planned Use Development shall apply to this development so as to alleviate the non-conforming status of the existing Barn for setback, and it shall be preserved for good and valuable reasons, including its historic nature.
- 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to zoning, fire and the building codes.
- 3. The developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Development Agreement.
- 4. The Developer agrees to build the project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The building and project in all its phases shall be constructed as follows:
  - a. The concept proposal plan sheet \_\_\_\_ dated \_\_\_\_\_.
  - b. Site plan sheet \_\_\_\_ dated \_\_\_\_\_.
  - c. Front and Rear Elevation sheet \_\_\_\_ dated \_\_\_\_\_.
  - d. Side Elevation sheet \_\_\_\_ dated \_\_\_\_\_.
  - e. The landscaping plan sheet \_\_\_\_ dated \_\_\_\_\_.
  - f. The storm water plan sheet \_\_\_\_ dated \_\_\_\_\_.
  - g. Lighting Plan sheet \_\_\_\_ dated \_\_\_\_\_.

**SECTION 3. PROJECT PHASING**

- 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period of 36 months from the date of issuance.
- 2. The developer acknowledges that the time period for a building permit is under the control of the building inspector.

## William Andersen, Schaffer Property Garage Units Development Agreement

- 1 3. Developer acknowledges that the development will be substantially complete by January 15,  
2 2018.  
3  
4

**SECTION 4. OCCUPANCY PERMITS**

5  
6 It is expressly understood and agreed that no occupancy permits shall be issued for the property until  
7 the Village has determined that:  
8

- 9 1. The Developer agrees that no occupancy permit will be granted by the Village until construction  
10 is completed as shown on the site plan.  
11  
12 2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement  
13 of administrative costs as required and in effect at the time of this agreement.  
14  
15 3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are  
16 removed from the development and disposed of lawfully.  
17  
18 4. The Developer is not in default of any aspect of this agreement.  
19  
20 5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project  
21 must be in compliance with all applicable fire and building codes, as well as all applicable  
22 codes and regulations.  
23

**SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS**

24  
25 The Village reserves the right to withhold issuance of some or all zoning, building and occupancy  
26 permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of  
27 building permits and related inspection compliance is not under the control of the Village .  
28

**SECTION 6. PUBLIC IMPROVEMENTS**

29 Not applicable.  
30  
31

**A. Reserved****B. SURFACE AND STORM WATER DRAINAGE**

32  
33  
34 The Developer hereby agrees that:  
35

- 36 1. Prior to the start of construction of improvements, the Developer shall provide to the Village  
37 written certification from the Developer's Engineer that all surface and storm water drainage  
38 facilities and erosion control plans are in conformance with all federal, state, county and Village  
39 regulations, guidelines, specifications, laws and ordinances, and written proof that the Village  
40 Engineer has reviewed and approved the plans.  
41  
42 2. If required by the Wisconsin Department of Natural Resources, the developer shall provide  
43 written approval by the Wisconsin Department of Natural Resources that the storm water  
44 management plan meet all NR 151 and NR 216 requirements.  
45  
46 3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the  
47 attached drawings for surface and storm water drainage throughout the development with  
48 adequate capacity to transmit the anticipated flow from the development and the existing flow  
49 from adjacent properties, in accordance with all plans and specifications, and all applicable  
50 federal, state, county and Village regulations.  
51

## William Andersen, Schaffer Property Garage Units Development Agreement

- 1 4. The Developer agrees that the site grading and construction of surface and storm water drainage  
 2 facilities for the property in general shall be completed and accepted by the Village before any  
 3 occupancy permits are issued for the building. The Village will not accept the surface and storm  
 4 water drainage system until the entire system is installed in accordance with plans and  
 5 specifications to the reasonable satisfaction of the Village Administrator and Village Engineers.  
 6  
 7

**C. GRADING, EROSION AND SILT CONTROL**

8 The Developer hereby agrees that:  
 9

- 10 1. Prior to commencing site grading and execution, the Developer shall provide to the Village  
 11 written certification from the Developer's Engineer that the plan, once implemented, shall meet  
 12 all federal, state, county and local regulations, guidelines, specifications, laws and ordinances,  
 13 including proof of notification of land disturbances to the State of Wisconsin Department of  
 14 Natural Resources and or the Department of Commerce and written proof that the Wisconsin  
 15 Department of Natural Resources and or the Department of Commerce and the Army Corps of  
 16 Engineers, if applicable, have approved the plans.  
 17  
 18 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface  
 19 disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,  
 20 sedimentation and washing are prevented in accordance with the plans and specifications  
 21 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural  
 22 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.  
 23

**D. LANDSCAPING AND SITE WORK**

24 The Developer hereby agrees that:  
 25

- 26 1. The Developer, as required by the Village, shall remove and lawfully dispose of building  
 27 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all  
 28 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,  
 29 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific  
 30 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,  
 31 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up  
 32 debris that has blown from building under construction. The Developer and/or subject contractor  
 33 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If  
 34 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or  
 35 subject contractor's expense.  
 36  
 37  
 38 2. Landscaping, construction of rain gardens for the building and removal of unwanted items, will  
 39 be completed and certified as complete by the Village for the project. Any plants, trees or other  
 40 screening vegetation required by the development agreement shall be maintained and replaced  
 41 while the development agreement is in effect.  
 42  
 43

**E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

44 Not applicable  
 45  
 46

**F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM**

47 The Developer hereby agrees that:  
 48

- 49 1. The improvements shall be constructed in accordance with the following specifications.  
 50  
 51 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.

## William Andersen, Schaffer Property Garage Units Development Agreement

- b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
- c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
- d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.

2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications on file in the Village Administrator's office.
3. The developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

**G. ADDITIONAL IMPROVEMENTS AND MAINTENANCE AGREEMENT**

Not Applicable

**SECTION 7. SITE SPECIFIC REQUIREMENTS**

1. The Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.
2. The developer agrees to bury all electric, telephone and cable television lines from existing wooden poles or underground service to the buildings.
3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 66.0809. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. All pole lighting taller than eight feet in height shall conform in style to the Village standard pole and luminaire.
4. The liquid propane tanks shall be buried or screened in a location approved by the Fire Department. The tanks and line locations shall be registered with Door County.
5. The Village agrees that the general contractor shall be allowed a temporary construction sign on the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the Code.

**SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS**

The improvements set forth in Section 3 above shall be completed by the Developer in total within the specific time limits from the date of this agreement being signed except as otherwise provided for in this agreement.

**SECTION 9. FINAL ACCEPTANCE**

Not applicable.

**SECTION 10. DEDICATION OF IMPROVEMENTS**

Not Applicable

**SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**

Not applicable.

**SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER**

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

**SECTION 13. SETBACK AGREEMENT**

Not Applicable.

**SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS**

Not applicable.

**SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP**

Not applicable.

**SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE**

Not applicable.

**SECTION 17. NOISE AND HOURS OF OPERATIONS**

1. The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. The project construction or demolition shall only occur between the hours of 7:00 a.m. and 9:00 p.m., Monday Through Thursday only. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during weekdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work. Blasting mats, or other established method, shall be used to prevent flying debris resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and Contractor shall notify in writing all residences and businesses near the work of the Contractor's intent to blast. A copy of the written notice shall also be delivered to the Village. The Village Administrator may authorize other work outside these specified hours.

2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree lighting, nor any other published event in the Sister Bay brochure published by the Sister Bay Advancement Association.

**SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT**

## William Andersen, Schaffer Property Garage Units Development Agreement

1 As a condition to each and all of the covenants, agreements and other obligations of the Village under  
 2 this Development Agreement, all of the following shall occur, in addition to all other requirements and  
 3 conditions set forth in this Development Agreement:

- 4 a. All representations and warranties of the Developer set forth in this Development Agreement and  
 5 in all agreements expressly referred to herein shall at all times be true, complete and correct;
- 6 b. All covenants and obligations of the Developer under this Development Agreement are duly and  
 7 substantially performed, observed, satisfied and paid, when and as required herein;
- 8 c. No event of default has occurred, or with the giving of notice or lapse of time would occur;
- 9 d. There is no material adverse change in the financial condition of the Developer, which might  
 10 impair its ability to perform its obligations under this Development Agreement.

**SECTION 19. DEFAULT/REMEDIES**

- 13 1. An event of default ("Event of Default") is any of the following:
  - 14 a. A failure by the Developer to cause substantial completion of the Development Project or  
 15 any part thereof to occur pursuant to the terms, conditions and limitations of this  
 16 Development Agreement; a failure of either party to perform or observe any and all  
 17 covenants, conditions, obligations or agreements on its part to be observed or performed  
 18 when and as required under this Development Agreement within thirty (30) days of notice  
 19 of the failure to the Developer;
  - 20 b. A failure by the Developer to pay any amount or when and as due to the Village within ten  
 21 (10) days of notice of such failure to the Developer;
  - 22 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or  
 23 insolvency proceedings of any kind; or
  - 24 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings  
 25 therefore.
- 26 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any  
 27 one or more of the following actions without waiving any rights or remedies available to it:
  - 28 a. Immediately suspend its performance under this Development Agreement from the time  
 29 any notice of an event of default is given until it receives assurances from the breaching  
 30 party deemed adequate by the non-breaching party, that the breaching party will cure its  
 31 default and continue its due and punctual performance under this Development  
 32 Agreement; or
  - 33 b. Commence legal or administrative action, in law or in equity, which may appear necessary  
 34 or desirable to enforce performance and observance of any obligation, agreement or  
 35 covenant of the breaching party under this Development Agreement.
  - 36 c. Perform or have performed all necessary work in the event the non-breaching party  
 37 determines that any Event of Default may pose an imminent threat to the public health or  
 38 safety, without any requirement of any notice whatsoever. In the event of a default by the  
 39 Developer, the Village may use and apply all or any portion of the bond provided by the  
 40 Developer under Section 16 above to cure such default.
- 41 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is  
 42 intended to be exclusive of any other remedy or remedies, but each and every such right and  
 43 remedy shall be cumulative and shall be in addition to every other right and remedy given under  
 44 this Development Agreement now or hereafter existing at law or in equity. No delay or omission  
 45 to exercise any right or power accruing upon any default shall impair any such right or power or  
 46 shall be construed to be a waiver thereof, but any such right and power may be exercised from  
 47 time to time and as often as may be deemed expedient.  
 48  
 49  
 50

## William Andersen, Schaffer Property Garage Units Development Agreement

1 4. In the event any warranty, covenant or agreement contained in this Development Agreement  
 2 should be breached by a party and thereafter waived by the other, such waiver shall be limited to  
 3 the particular breach so waived and shall not be deemed to waive any other concurrent,  
 4 previous or subsequent breach hereunder.  
 5

6 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other  
 7 such expenses for the collection of payments due or to become due or for the enforcement or  
 8 performance or observance of any obligation or agreement on the part of the other herein  
 9 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and  
 10 other such expenses incurred by such prevailing party.  
 11

**SECTION 20. PERMITTED DELAYS**

12 Not applicable.  
 13  
 14

**SECTION 21. ADDITIONAL PROVISIONS**

15 1. No member of any governing body or other official of the Village ("Village Official") shall have  
 16 any financial interest, direct or indirect, in this Development Agreement, the Property or the  
 17 Development Project, or any contract, agreement or other transaction contemplated to occur or  
 18 be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village  
 19 and the Village Official fully complies with all conflict of interest requirements of the Village. No  
 20 Village Official shall participate in any decision relating to this Development Agreement, which  
 21 affects his or her personal interest or the interests of any corporation, partnership, or association  
 22 in which he or she is directly or indirectly interested. No member, official or employee of the  
 23 Village shall be personally liable to the Village for any event of default or breach by the  
 24 Developer of any obligations under the terms of this Development Agreement. Nothing  
 25 contained in this section shall preclude a Village Official from engaging in negotiation,  
 26 commerce, leasing, purchase or other financial arrangements with developer after execution of  
 27 this document.  
 28  
 29

30 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in  
 31 and shall become a part of this Development Agreement.  
 32

33 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or  
 34 requirement of the Developer to obtain all necessary approvals, licenses and permits from the  
 35 Village in accordance with its usual practices and procedures, nor limit or affect in any way the  
 36 right and authority of the Village to approve or disapprove any and all plans and specifications,  
 37 or any part thereof, or to impose any limitations, restrictions and requirements on the  
 38 development, construction and/or use of the Development Project as a condition of any such  
 39 approval, license or permit; including, without limitation, requiring any and all other  
 40 development and similar agreements.  
 41

42 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or  
 43 incorporated herein.  
 44

45 5. Descriptive headings are for convenience only and shall not control or affect the meaning or  
 46 construction of any provision of this Development Agreement.  
 47

48 6. Any notice required hereunder shall be given in writing, signed by the party giving notice,  
 49 personally delivered or mailed by certified or registered mail, return receipt requested, to the  
 50 parties' respective addresses as follows:  
 51

## William Andersen, Schaffer Property Garage Units Development Agreement

1 Village Administrator  
 2 Village of Sister Bay  
 3 2383 Maple Drive  
 4 Sister Bay, WI 54234  
 5

6 The notices or responses to Grantee shall be addressed as follows:  
 7 William Andersen and Associates  
 8 PO Box 430  
 9 Baileys Harbor WI, 54202  
 10

**SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

11  
 12 The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs  
 13 and disbursements which shall be incurred by the Village in connection with this project or relative to  
 14 the construction, installation, dedication and acceptance of the improvements covered by this  
 15 agreement, including without limitation by reason of enumeration, design, engineering, review,  
 16 supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by  
 17 Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee  
 18 held by the Village pursuant to this agreement, or assessed against the property as a special charge  
 19 pursuant to §66.60(16), Wisconsin Statutes.  
 20

**SECTION 23. GENERAL INDEMNITY**

21  
 22 The Developer will indemnify and hold harmless the Village, its governing body members, officers,  
 23 agents, including the independent contractors, consultants and legal counsel, servants and employees  
 24 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")  
 25 against any loss or damage to property or any injury to or death of any person occurring at or about or  
 26 resulting from any breach of any warranty, covenant or agreement of the Developer under this  
 27 Development Agreement, and the development of the Property; provided that the foregoing  
 28 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any  
 29 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will  
 30 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding  
 31 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or  
 32 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under  
 33 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,  
 34 installation, ownership and operation of the Development Project and the Property. All covenants,  
 35 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to  
 36 be covenants, stipulations, promises, agreements and obligations of the Village and not of any  
 37 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,  
 38 promises, agreements and obligations of the Developer contained herein shall be deemed to be  
 39 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its  
 40 officers, owners, agents, servants or employees.  
 41

**SECTION 24. INSURANCE**

42  
 43 The Developer, its contractors, suppliers and any other individual working on the public right of way  
 44 shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms  
 45 and in the amounts as required by the Village consistent with other projects in the public right of way.  
 46

**SECTION 25. FEES AND CHARGES**

47  
 48 The Developer shall be responsible for zoning and development fees such as are applicable as of the  
 49 date of the development agreement. The Developer shall be responsible for any impact fees as are  
 50 properly levied by the Village.  
 51

**SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

**SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

**SECTION 28. ZONING**

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

**SECTION 29. COMPLIANCE WITH CODES AND STATUTES**

The Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

**SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS**

Not applicable.

**SECTION 31. ASSIGNMENT**

The Developer shall not transfer, sell or assign the property or assign this Development Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Development Agreement. Any such consent requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable reason.

**SECTION 32. BINDING**

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

**SECTION 33. AMENDMENTS**

The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

**SECTION 34. DURATION**

The Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing

William Andersen, Schaffer Property Garage Units Development Agreement

1 and make a recommendation regarding the petition. The Board may cancel the agreement if it  
2 determines that there is no further value or need for the Developer to comply with its requirements.

3  
4 **SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION**

5  
6 Reserved

7  
8 **SECTION 36. PLANNED USE DEVELOPMENT LANGUAGE**

9  
10 The property is zoned as a planned use development through adoption of this agreement. Deviations  
11 from the Zoning Code include:

- 12  
13 1. Setback encroachment of existing barn

14  
15 In order to facilitate the preservation of what may be deemed a structure of historic significance, the  
16 developer is granted the PUD zoning in order to restore and preserve the existing barn. It will be  
17 restored as an office and meeting area on the interior. Windows and other minor exterior  
18 modifications may be made to facilitate use of the structure.

19  
20 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by  
21 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts  
22 the day and year first above written.

23  
24 **DEVELOPER**

William Andersen

25  
26 By: \_\_\_\_\_  
27 William Andersen

28 **STATE OF WISCONSIN**  
29 **COUNTY OF DOOR**

30  
31 Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_,  
32 \_\_\_\_\_ of \_\_\_\_\_, to me known to be the person who executed the  
33 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such  
34 capacity.

35  
36 \_\_\_\_\_  
37 Notary Public, State of WI  
38 My commission expires: \_\_\_\_\_

39  
40 **VILLAGE OF SISTER BAY**

41  
42 \_\_\_\_\_  
43 Village President

44  
45 \_\_\_\_\_  
46 Village Clerk

47 **STATE OF WISCONSIN**  
48 **COUNTY OF DOOR**

49 Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the above named  
50 \_\_\_\_\_, and \_\_\_\_\_, Village Clerk, of the above-named municipal  
51 corporation, to me known to be the persons who executed the foregoing instrument and to me known

William Andersen, Schaffer Property Garage Units Development Agreement

1 to be such individual and Village Clerk of the municipal corporation and acknowledged that they  
2 executed the foregoing instrument as such officers as the deed of the municipal corporation by its  
3 authority and pursuant to the authorization by the Village Board from their meeting on the \_\_\_\_\_ day  
4 of \_\_\_\_\_, 2016.

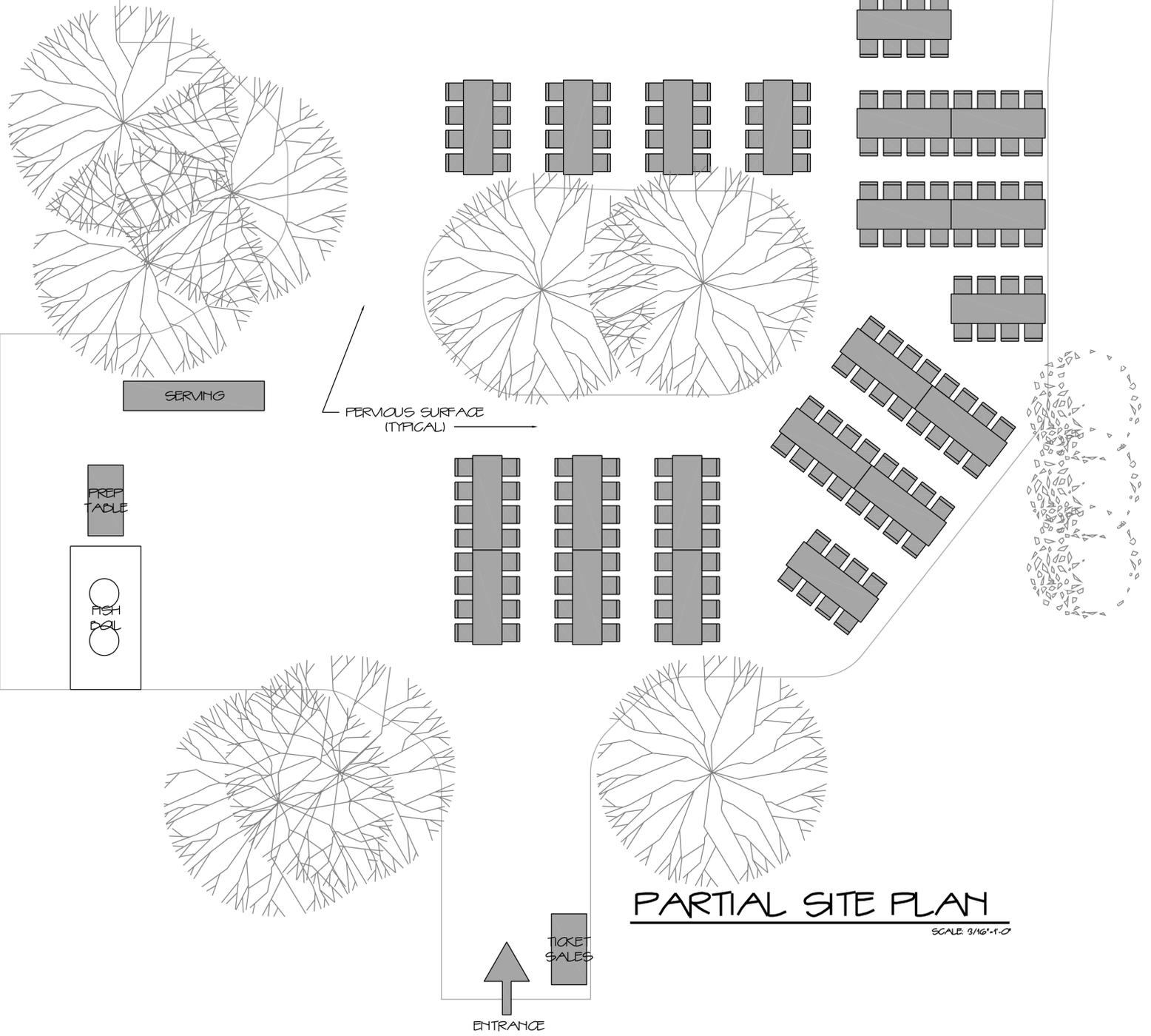
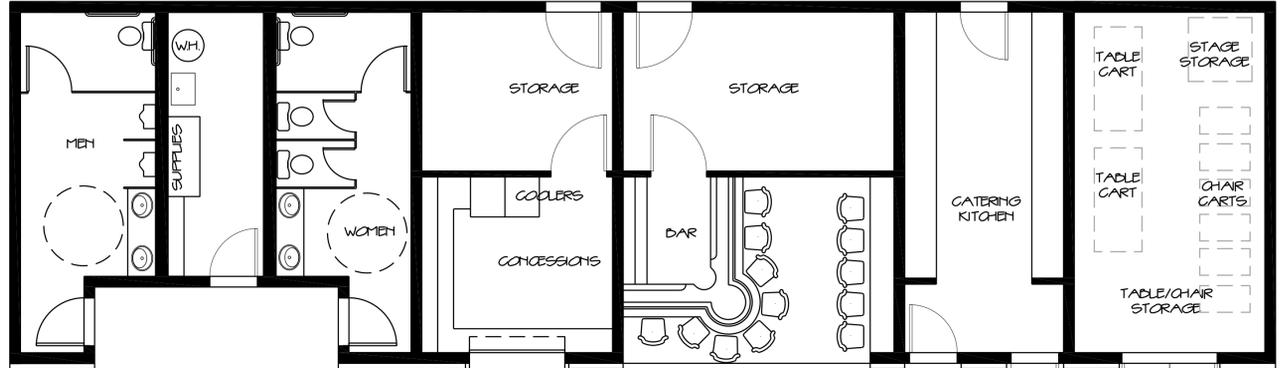
5 \_\_\_\_\_  
6 Notary Public, State of WI  
7 My commission expires: \_\_\_\_\_  
8

9 Approved As To Form:  
10 \_\_\_\_\_  
11 Village Administrator  
12  
13  
14  
15  
16

REVISIONS

DATE  
4/04/2016

SHEET  
**1**  
OF 2



SITE PLAN  
NO SCALE

- GENERAL NOTES**
- SEATING:  
 EXISTING RESTAURANT SEATING - 130  
 PROPOSED ADDITIONAL SEATING - 181  
 TOTAL SEATING UPON COMPLETION - 311
  - LIGHTING:  
 ALL EXTERIOR BUILDING MOUNTED LIGHTING AND AREA LIGHTING WILL CONFORM TO DARK SKY STANDARDS.
  - STORMWATER:  
 UPON COMPLETION, PROJECT WILL CONFORM TO ALL STATE AND VILLAGE STORMWATER RUNOFF STANDARDS
  - BUILDING:  
 CONSTRUCTION WILL COMPLY WITH ALL STATE AND VILLAGE STANDARDS.

ISAKSEN ARCHITECTS, L.L.C.  
119 SOUTH MADISON AVENUE  
STURGEON BAY, WISCONSIN 54235  
PHONE: 920-743-9759 FAX: 920-743-9762  
EMAIL: HENRY@ISAKSENARCHITECTS.COM



AL JOHNSON PAVILION  
PRELIMINARY DRAWING  
SISTER BAY, WISCONSIN

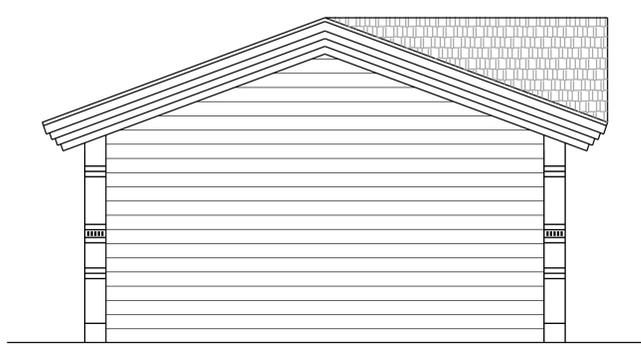
REVISIONS

DATE  
4/04/2016

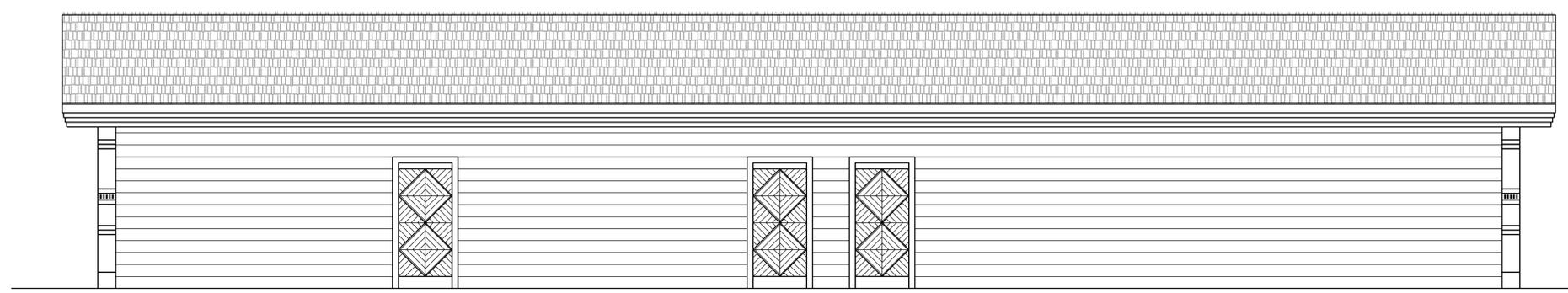
SHEET

2

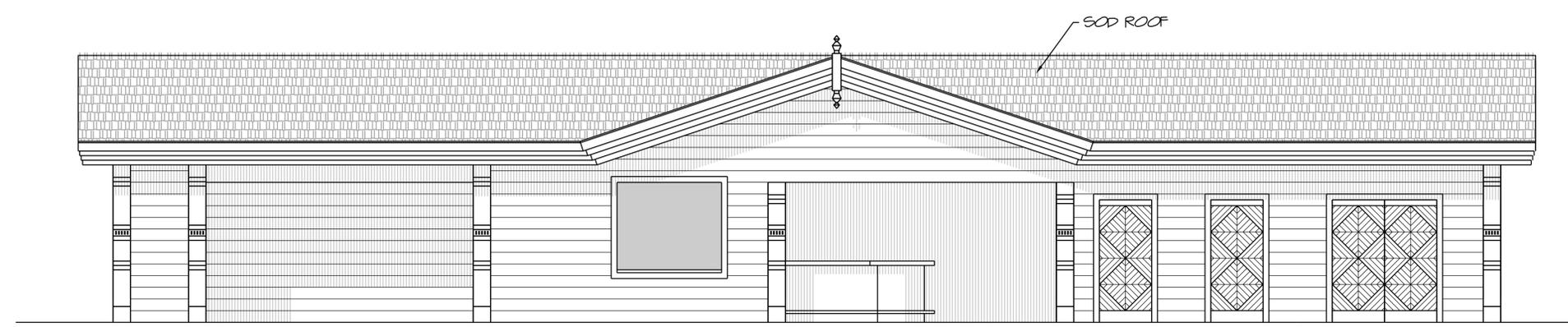
OF 2



NORTH ELEVATION  
SCALE: 1/4"=1'-0"

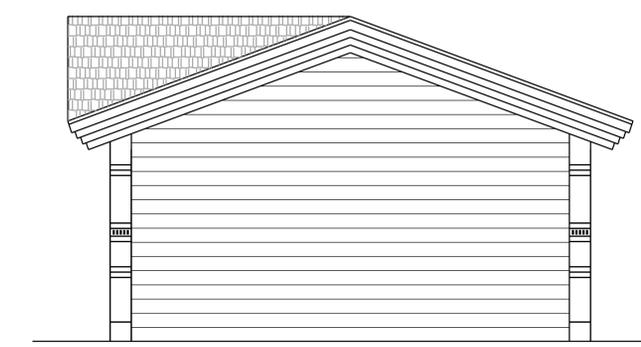


EAST ELEVATION  
SCALE: 1/4"=1'-0"

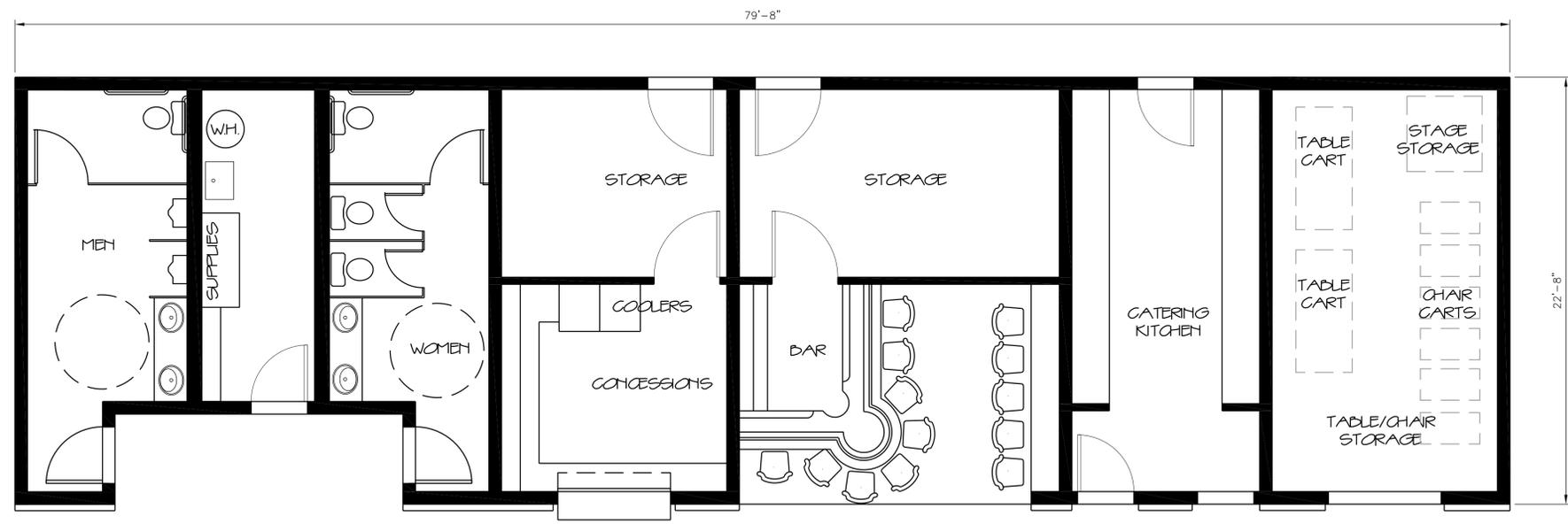


WEST ELEVATION  
SCALE: 1/4"=1'-0"

NOTE: SIDING AND WALL TRIM TO BE COMPATIBLE WITH AL JOHNSON'S RESTAURANT



SOUTH ELEVATION  
SCALE: 1/4"=1'-0"



FLOOR PLAN  
SCALE: 1/4"=1'-0"

**DEVELOPMENT AGREEMENT**  
**For**  
**JOHNSON FAMILY TRUST ON 10698 BAY SHORE N. DRIVE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Sister Bay, Door County, Wisconsin, a municipal corporation ("Village"), and JOHNSON FAMILY TRUST/INGERT JOHNSON SURVIVOR'S TRUST ("Developer").

**RECITALS**

**WHEREAS**, the DEVELOPER IS THE OWNER OF 10698 BAY SHORE N. DRIVE AND INTENDS TO DEVELOP A PORTION OF THE PROPERTY TO CREATE A FULL SERVICE RESTAURANT FACILITY WITH A SEATING CAPACITY IN EXCESS OF 300 SEATS

**WHEREAS**, the Property is zoned B-3 Downtown Business District

**WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and requirements required by the Village for Development of the Property AND ISSUANCE OF A CLASS 'B' LIQUOR LICENSE TO DEVELOPER UNDER WIS. STATS. SEC. 125.51 (4) (V).

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

1. Developer is a duly organized and existing Individual in good standing under the laws of the State of Wisconsin.
2. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.
4. The Developer has at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion

## 2016 Al Johnson's Outdoor Bar Development Agreement

1 of the Developer's obligations under this Development Agreement. The developer shall provide  
 2 evidence that those commitments exist upon the signing of this agreement.

- 3
- 4 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt  
 5 financing committed to fully fund all of its obligations and building construction identified  
 6 hereunder and has performed and complied with all conditions, covenants and agreements as  
 7 required by the debt financing.
- 8
- 9 6. The Developer represents that he will make every effort to seek bids from Door County  
 10 contractors and building materials suppliers to construct the project, and will follow appropriate  
 11 bidding laws as governed by the State of Wisconsin.

12

13 **SECTION 2. ZONING APPROVALS**

- 14 1. The property is presently unoccupied and is located in the B-3 Downtown Business District. The  
 15 Village agrees, subject to the approval by the Developer of this agreement, that the property will  
 16 receive a Zoning Permit as per the requirements of Section 66.1530 of the Municipal Code. The  
 17 Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the  
 18 operation of a FULL SERVICE RESTAURANT WITH A SEATING CAPACITY IN EXCESS OF 300  
 19 SEATS.
- 20
- 21 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to  
 22 zoning, fire and the building codes.
- 23
- 24 3. The developer agrees to comply with the architectural feature determinations made by the Plan  
 25 Commission upon their review, which shall be generally consistent with the approved plans and  
 26 drawing as specified in this Development Agreement.
- 27
- 28 4. The Developer agrees to build the project represented on the various attachments listed below.  
 29 The Village acknowledges that the exact locations of interior walls and room sizes may vary from  
 30 the attached drawings. The building and project in all its phases shall be constructed as follows:
- 31
- 32 a. SITE PLAN SHEET 1, DATED 4-04-2016
- 33 b. FLOOR PLAN AND ELEVATIONS SHEET 2, DATED 4-4-2016
- 34
- 35 LANDSCAPING PLAN, STORM WATER PLAN, AND LIGHTING PLAN WILL BE SUBMITTED  
 36 by May 30, 2016, AND ARE SUBJECT TO APPLICABLE STATE AND LOCAL APPROVAL.

37

38 **SECTION 3. PROJECT PHASING**

- 39 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period  
 40 of 24 months from the date of issuance.
- 41
- 42 2. The Developer acknowledges that a restaurant operating with a total of 300 seats will be put into  
 43 use no later than June 29, 2016, and that the restaurant will offer the amenities normal and  
 44 customary under the terms of a 300 seat Class 'B' Liquor License.
- 45
- 46 3. The developer acknowledges that the time period for a building permit is under the control of the  
 47 building inspector.
- 48
- 49 4. Developer acknowledges that the total development will be complete by April 12, 2018.

50

51 **SECTION 4. OCCUPANCY PERMITS**

2016 Al Johnson’s Outdoor Bar Development Agreement

1 It is expressly understood and agreed that no occupancy permits shall be issued for the regular  
2 restaurant until the Village has determined that:

- 3
- 4 1. The Developer agrees that no occupancy permit will be granted by the Village until the terms of  
5 Section 3 are complete. Section 3, Sub (4) shall be as shown on the plans.
- 6 2.
- 7 3. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement  
8 of administrative costs as required and in effect at the time of this agreement.
- 9
- 10 4. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are  
11 removed from the development and disposed of lawfully.
- 12
- 13 5. The Developer is not in default of any aspect of this agreement.
- 14
- 15 6. As a condition for the issuance of occupancy permits for each phase, all aspects of the project  
16 must be in compliance with all applicable fire and building codes, as well as all applicable  
17 codes and regulations.
- 18

19 **SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS**

20 The Village reserves the right to withhold issuance of some or all zoning, building and occupancy  
21 permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of  
22 building permits and fire sprinkler permits and related inspection compliance is not under the control  
23 of the Village.

24

25 **SECTION 6. PUBLIC IMPROVEMENTS**

26 Not applicable.

27

28 **A. PUBLIC STREETS AND SIDEWALKS**

29 NOT APPLICABLE

30

31 **B. SURFACE AND STORM WATER DRAINAGE**

32 The Developer hereby agrees that:

- 33 1. Prior to the start of construction of improvements, the Developer shall provide to the Village  
34 written certification from the Developer’s Engineer that all surface and storm water drainage  
35 facilities and erosion control plans are in conformance with all federal, state, county and Village  
36 regulations, guidelines, specifications, laws and ordinances, and written proof that the Village  
37 Engineer has reviewed and approved the plans.
- 38
- 39 2. If required by the Wisconsin Department of Natural Resources, the developer shall provide  
40 written approval by the Wisconsin Department of Natural Resources that the storm water  
41 management plan meet all NR 151 and NR 216 requirements.
- 42
- 43 3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the  
44 attached drawings for surface and storm water drainage throughout the development with  
45 adequate capacity to transmit the anticipated flow from the development and the existing flow  
46 from adjacent properties, in accordance with all plans and specifications, and all applicable  
47 federal, state, county and Village regulations.
- 48
- 49 4. The Developer agrees that the site grading and construction of surface and storm water drainage  
50 facilities for the property in general shall be completed and accepted by the Village before any  
51 occupancy permits are issued for the building. The Village will not accept the surface and storm

## 2016 Al Johnson's Outdoor Bar Development Agreement

1 water drainage system until the entire system is installed in accordance with plans and  
 2 specifications to the reasonable satisfaction of the Village Administrator and Village Engineers.  
 3  
 4

**C. GRADING, EROSION AND SILT CONTROL**

5 The Developer hereby agrees that:  
 6

- 7 1. Prior to commencing site grading and execution, the Developer shall provide to the Village  
 8 written certification from the Developer's Engineer that the plan, once implemented, shall meet  
 9 all federal, state, county and local regulations, guidelines, specifications, laws and ordinances,  
 10 including proof of notification of land disturbances to the State of Wisconsin Department of  
 11 Natural Resources and or the Department of Commerce and written proof that the Wisconsin  
 12 Department of Natural Resources and or the Department of Commerce and the Army Corps of  
 13 Engineers, if applicable, have approved the plans.  
 14
- 15 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface  
 16 disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,  
 17 sedimentation and washing are prevented in accordance with the plans and specifications  
 18 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural  
 19 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.  
 20

**D. LANDSCAPING AND SITE WORK, INCLUDING ONGOING MAINTENANCE OF PUBLIC PROPERTY:**

21 NOT APPLICABLE  
 22  
 23  
 24

**E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

- 25 1. The developer acknowledges that business related signage is not part of this approval and must  
 26 be applied for separately. Also that any representation of business signage on the plan sheets is  
 27 representative only and not approved as part of this agreement.  
 28  
 29  
 30

**F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM**

31 The Developer hereby agrees that:  
 32

- 33 1. The improvements shall be constructed in accordance with the following specifications.  
 34
  - 35 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.
  - 36 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,  
 37 March 1, 1988, and as amended January 1, 1992.
  - 38 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion  
 39 Control.
  - 40 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and  
 41 Structure Construction, 1996 and supplemental specifications or the most recent edition.  
 42
- 43 2. A sewer and water plan should be submitted to the Village Utility Department that shows where  
 44 every water service line and sanitary line runs, the location of all water meters, calculations on  
 45 sanitary fixture units for each metered location to enable the Utility Department to determine the  
 46 impact and hook-up fees. The Developer shall install the sanitary and water connections to the  
 47 Village system in accordance with the plans and specifications on file in the Village  
 48 Administrator's office.  
 49
- 50 3. The developer agrees to do all the public and private infrastructure construction according to the  
 51 Village's various codes including but not limited to the Utility Code, Land Division Code and the

## 2016 Al Johnson's Outdoor Bar Development Agreement

1 Design Standards. Upon completion of all construction the developer shall provide the Village  
 2 with "as built" plans. The developer agrees that all underground piping regardless of type or  
 3 location shall be marked with locating wire according to accepted standards. The developer  
 4 agrees that all improvements within the public right-of-way or public easements shall be  
 5 inspected by Village inspectors at the developer's expense.  
 6

7 **G. ADDITIONAL IMPROVEMENTS AND MAINTENANCE AGREEMENT**

8 NOT APPLICABLE  
 9

10 **SECTION 7. SITE SPECIFIC REQUIREMENTS**

- 11 1. The Developer shall maintain continuous access around the building and to any fire hydrants as  
 12 required by the current Zoning Code as directed by the Fire Department and Water Utility.  
 13  
 14 2. The developer agrees to bury all electric, telephone and cable television lines from existing  
 15 wooden poles or underground service to the building.  
 16  
 17 3. The lighting plan shall not allow any light trespass at the property line in excess of the standards  
 18 set forth in Section 66.0809. The lighting contractor shall provide written verification of  
 19 compliance before occupancy shall be granted. All pole lighting taller than eight feet in height  
 20 shall conform in style to the Village standard pole and luminaire.  
 21  
 22 4. ANY liquid propane tanks shall be buried in a location approved by the Fire Department. The  
 23 tanks and line locations shall be registered with Door County.  
 24  
 25 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on  
 26 the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the  
 27 Code.  
 28

29 **SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS**

30 The improvements set forth in Section 3 above shall be completed by the Developer in total within the  
 31 specific time limits from the date of this agreement being signed except as otherwise provided for in  
 32 this agreement.  
 33

34 **SECTION 9. FINAL ACCEPTANCE**

35 Not applicable.  
 36

37 **SECTION 10. DEDICATION OF IMPROVEMENTS**

38 NOT APPLICABLE.  
 39

40 **SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**

41 Not applicable.  
 42

43 **SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER**

44 The ultimate responsibility for the proper design and installation of sewer facilities, water facilities,  
 45 drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the  
 46 Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a  
 47 waiver, or relieve the Developer from the ultimate responsibility for the design, performance and  
 48 function of the development and related infrastructure.  
 49

50 **SECTION 13. SETBACK AGREEMENT**

51 NOT APPLICABLE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS**

Not applicable.

**SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP**

Not applicable.

**SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE**

Not applicable.

**SECTION 17. NOISE AND HOURS OF OPERATIONS**

1. During the Construction period, the Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. The project construction or demolition shall only occur between the hours of 5:00 a.m. and 9:00 p.m., Monday Through Thursday only. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during weekdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work. Blasting mats, or other established method, shall be used to prevent flying debris resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and Contractor shall notify in writing all residences and businesses near the work of the Contractor’s intent to blast. A copy of the written notice shall also be delivered to the Village. The Village Administrator may authorize other work outside these specified hours.
2. No construction work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree lighting, nor any other published event in the Sister Bay brochure published by the Sister Bay Advancement Association.
3. The Developer and/or holder of the Class “B” 300 Seat Liquor License shall work cooperatively with the Village and its officials to reduce noise impact on surrounding neighborhoods.
4. Any Outdoor Entertainment at the licensed premises will end at or before 11:00PM
5. Noise from the licensed premise will be kept below 75dB between 11:00PM and 7:00AM measured at a point of 25 feet from the property line.

**SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT**

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Development Agreement:

- a. All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b. All covenants and obligations of the Developer under this Development Agreement are duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c. No event of default has occurred, or with the giving of notice or lapse of time would occur;
- d. There is no material adverse change in the financial condition of the Developer, which might impair its ability to perform its obligations under this Development Agreement.

1  
2 **SECTION 19. DEFAULT/REMEDIES**

- 3 1. An event of default ("Event of Default") is any of the following:
- 4 a. A failure by the Developer to cause substantial completion of the Development Project or  
5 any part thereof to occur pursuant to the terms, conditions and limitations of this  
6 Development Agreement; a failure of either party to perform or observe any and all  
7 covenants, conditions, obligations or agreements on its part to be observed or performed  
8 when and as required under this Development Agreement within thirty (30) days of notice  
9 of the failure to the Developer;
- 10 b. A failure by the Developer to pay any amount or when and as due to the Village within ten  
11 (10) days of notice of such failure to the Developer;
- 12 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or  
13 insolvency proceedings of any kind; or
- 14 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings  
15 therefore.
- 16
- 17 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any  
18 one or more of the following actions without waiving any rights or remedies available to it:
- 19 a. Immediately suspend its performance under this Development Agreement from the time  
20 any notice of an event of default is given until it receives assurances from the breaching  
21 party deemed adequate by the non-breaching party, that the breaching party will cure its  
22 default and continue its due and punctual performance under this Development  
23 Agreement; or
- 24 b. Commence legal or administrative action, in law or in equity, which may appear necessary  
25 or desirable to enforce performance and observance of any obligation, agreement or  
26 covenant of the breaching party under this Development Agreement.
- 27 c. Perform or have performed all necessary work in the event the non-breaching party  
28 determines that any Event of Default may pose an imminent threat to the public health or  
29 safety, without any requirement of any notice whatsoever. In the event of a default by the  
30 Developer, the Village may use and apply all or any portion of the bond provided by the  
31 Developer under Section 16 above to cure such default.
- 32
- 33 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is  
34 intended to be exclusive of any other remedy or remedies, but each and every such right and  
35 remedy shall be cumulative and shall be in addition to every other right and remedy given under  
36 this Development Agreement now or hereafter existing at law or in equity. No delay or omission  
37 to exercise any right or power accruing upon any default shall impair any such right or power or  
38 shall be construed to be a waiver thereof, but any such right and power may be exercised from  
39 time to time and as often as may be deemed expedient.
- 40
- 41 4. In the event any warranty, covenant or agreement contained in this Development Agreement  
42 should be breached by a party and thereafter waived by the other, such waiver shall be limited to  
43 the particular breach so waived and shall not be deemed to waive any other concurrent,  
44 previous or subsequent breach hereunder.
- 45
- 46 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other  
47 such expenses for the collection of payments due or to become due or for the enforcement or  
48 performance or observance of any obligation or agreement on the part of the other herein  
49 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and  
50 other such expenses incurred by such prevailing party.
- 51

**SECTION 20. PERMITTED DELAYS**

Not applicable.

**SECTION 21. ADDITIONAL PROVISIONS**

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Development Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement. Nothing contained in this section shall preclude a Village Official from engaging in negotiation, commerce, leasing, purchase or other financial arrangements with developer after execution of this document.

2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.

3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Development Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

5. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Development Agreement.

6. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village Administrator  
 Village of Sister Bay  
 2383 Maple Drive  
 Sister Bay, WI 54234

The notices or responses to Grantee shall be addressed as follows:  
 JOHNSON FAMILY TRUST  
 P.O. BOX 257  
 SISTER BAY, WISCONSIN 54235

**SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

## 2016 Al Johnson's Outdoor Bar Development Agreement

1 The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs  
 2 and disbursements which shall be incurred by the Village in connection with this project or relative to  
 3 the construction, installation, dedication and acceptance of the improvements covered by this  
 4 agreement, including without limitation by reason of enumeration, design, engineering, review,  
 5 supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by  
 6 Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee  
 7 held by the Village pursuant to this agreement, or assessed against the property as a special charge  
 8 pursuant to §66.60(16), Wisconsin Statutes.  
 9

### 10 **SECTION 23. GENERAL INDEMNITY**

11 The Developer will indemnify and hold harmless the Village, its governing body members, officers,  
 12 agents, including the independent contractors, consultants and legal counsel, servants and employees  
 13 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")  
 14 against any loss or damage to property or any injury to or death of any person occurring at or about or  
 15 resulting from any breach of any warranty, covenant or agreement of the Developer under this  
 16 Development Agreement, and the development of the Property; provided that the foregoing  
 17 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any  
 18 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will  
 19 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding  
 20 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or  
 21 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under  
 22 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,  
 23 installation, ownership and operation of the Development Project and the Property. All covenants,  
 24 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to  
 25 be covenants, stipulations, promises, agreements and obligations of the Village and not of any  
 26 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,  
 27 promises, agreements and obligations of the Developer contained herein shall be deemed to be  
 28 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its  
 29 officers, owners, agents, servants or employees.  
 30

### 31 **SECTION 24. INSURANCE**

32 The Developer, its contractors, suppliers and any other individual working on the public right of way  
 33 shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms  
 34 and in the amounts as required by the Village consistent with other projects in the public right of way.  
 35

### 36 **SECTION 25. FEES AND CHARGES**

37 The Developer shall be responsible for zoning and development fees such as are applicable as of the  
 38 date of the development agreement. The Developer shall be responsible for any impact fees as are  
 39 properly levied by the Village.  
 40

### 41 **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

42 The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk,  
 43 entered into and are signatory to this agreement solely in their official capacity and not individually,  
 44 and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise  
 45 exist, being expressly released and/or waived.  
 46

### 47 **SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

48 All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions  
 49 shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This  
 50 agreement and all work and improvements required hereunder shall be performed and carried out in  
 51 strict accordance with and subject to the provisions of said Ordinances.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

**SECTION 28. ZONING**

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

**SECTION 29. COMPLIANCE WITH CODES AND STATUTES**

The Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

**SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS**

Not applicable.

**SECTION 31. ASSIGNMENT**

The Developer shall not transfer, sell or assign the property or assign this Development Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Development Agreement. Any such consent requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable reason.

**SECTION 32. BINDING**

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

**SECTION 33. AMENDMENTS**

The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

**SECTION 34. DURATION**

The Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The Board may cancel the agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

**SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION**

NOT APPLICABLE

**IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

**DEVELOPER**

JOHNSON FAMILY TRUST

2016 Al Johnson's Outdoor Bar Development Agreement

By: \_\_\_\_\_  
LARS JOHNSON

**COUNTY OF DOOR**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_,  
\_\_\_\_\_ of \_\_\_\_\_, to me known to be the person who executed the  
foregoing instrument and to me acknowledged that he executed the foregoing instrument in such  
capacity.

\_\_\_\_\_  
Notary Public, State of WI  
My commission expires: \_\_\_\_\_

**VILLAGE OF SISTER BAY**

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**STATE OF WISCONSIN  
COUNTY OF DOOR**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above named  
\_\_\_\_\_, and \_\_\_\_\_, Village Clerk, of the above-named municipal  
corporation, to me known to be the persons who executed the foregoing instrument and to me known  
to be such individual and Village Clerk of the municipal corporation and acknowledged that they  
executed the foregoing instrument as such officers as the deed of the municipal corporation by its  
authority and pursuant to the authorization by the Village Board from their meeting on the \_\_\_\_ day  
of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of WI  
My commission expires: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Village Administrator



April 6<sup>th</sup>, 2016

Re: Occupancy Limitations 'Inn at Kristofers'.

To whom it may concern:

The Sister Bay & Liberty Grove Fire Department Inspection Division has evaluated the plans provided by Mr. Matthew Peterson with regard to occupancy calculations for the business at 10716 N. Bayshore Dr, Sister Bay, formerly known as 'The Inn at Kristofers'. These calculations were based upon a physical site survey and review of the proposed plans provided to this Department by Mr. Peterson.

Based upon the plans provided, the maximum occupancy requirements are as follows:

First floor dining area: Based upon a 15 sq ft per person requirement the dining area shall have a maximum occupancy of 84 persons.

First Floor Bar Area. Provided no tables are provided in this area, 10 sq ft per person is allowable, therefore the maximum occupancy for the bar area would be 47 persons.

Therefore the maximum occupancy allowable for the first floor would be 131 persons.

The use of the second floor as a bar area would allow for a maximum of 73 persons at 10 sq ft per person, however, occupancy on the second floor in excess of 25 persons would require the provision of a secondary egress.

If the aforementioned conditions are met. The maximum interior occupancy would be **204** persons.

The plans provided also include exterior seating arrangements for an additional total of 124 persons within the businesses boundaries. The Fire Department has no objection to total occupancy of up to **328** persons provided all egress routes are kept clear of any furniture and equipment at all times.

If there are any questions, please contact Mike Goldstone, Inspector or myself at any time.

Sincerely,



Christopher Hecht, Fire Chief

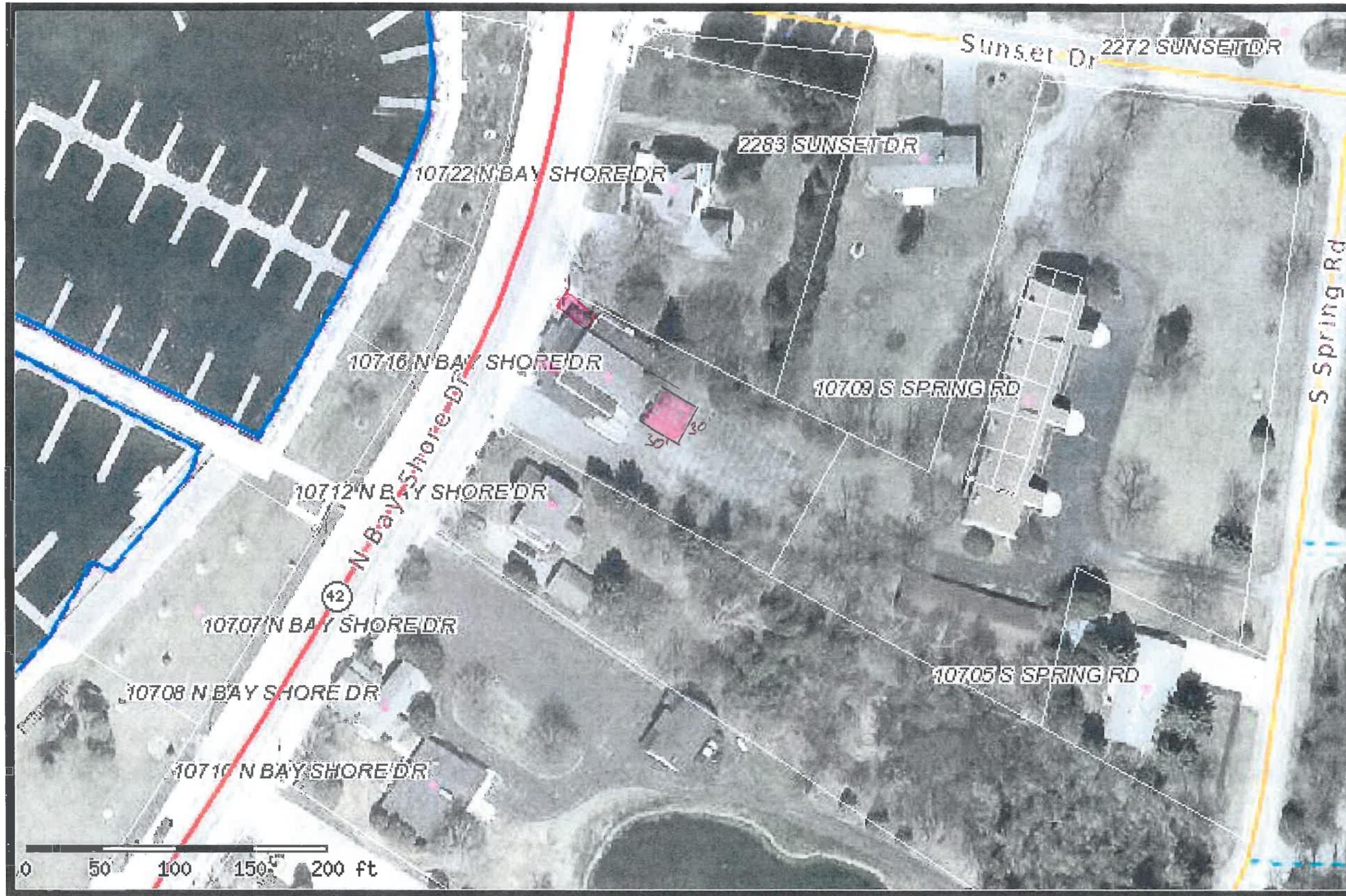
# Map

Printed 03/30/2016 courtesy of Door County Land Information Office

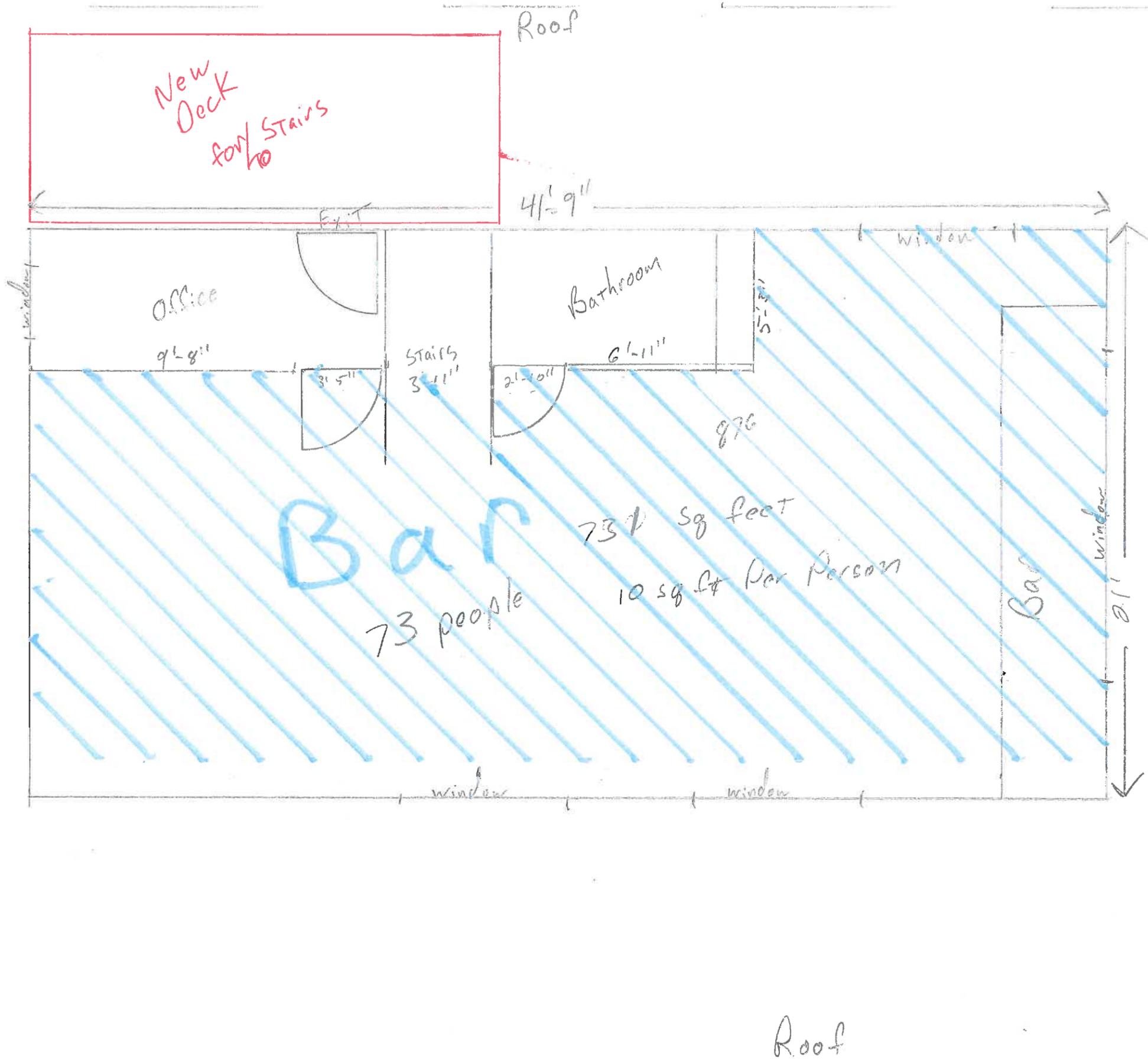
... from the Web Map of ...  
( //www.co.door.wi.gov )



**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.



New Deck  
FOR STAIRS

Roof

41'-9"

Office

9'-8"

Bathroom

6'-11"

Stairs  
3'-11"

Bar

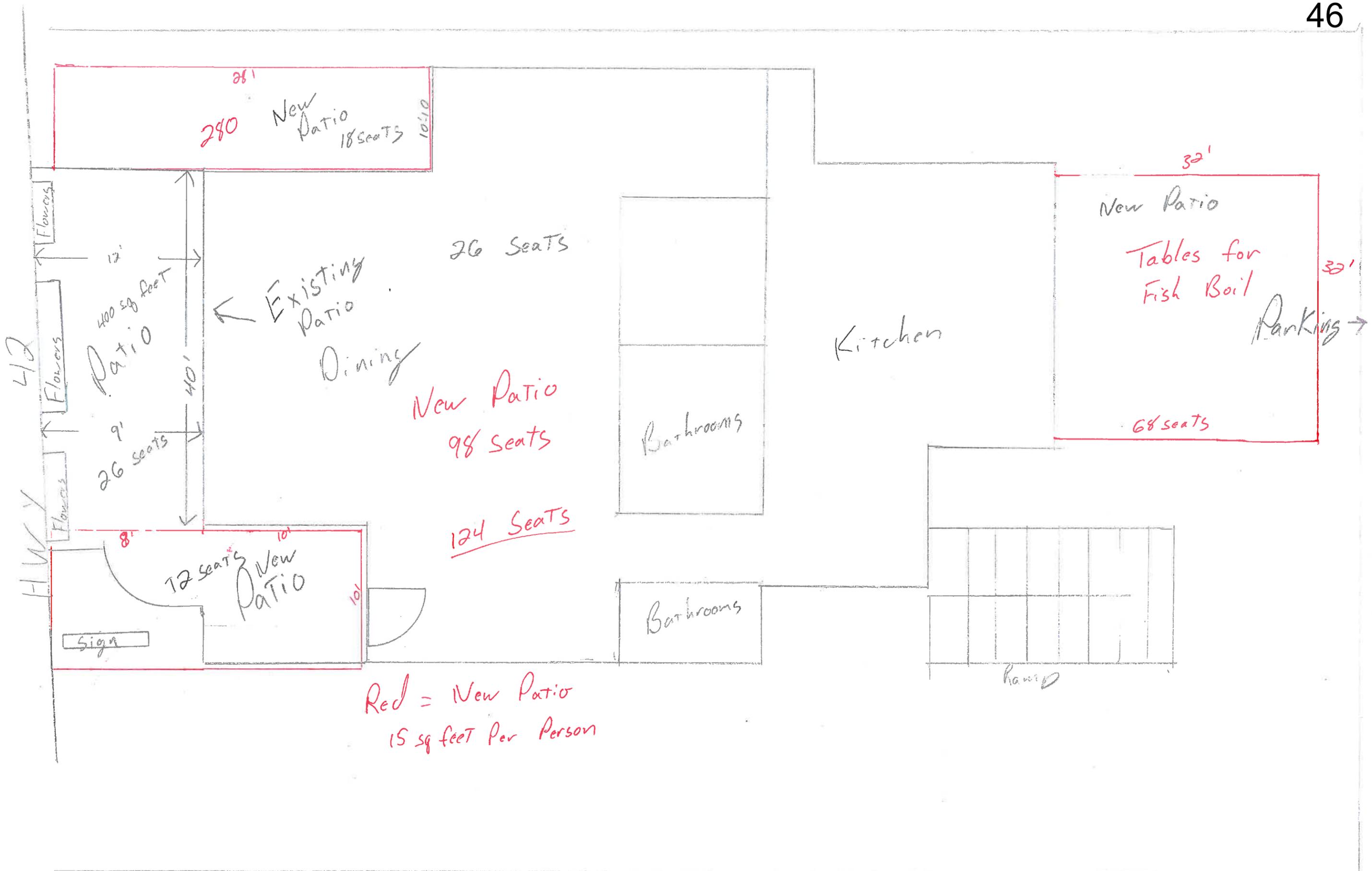
73 people

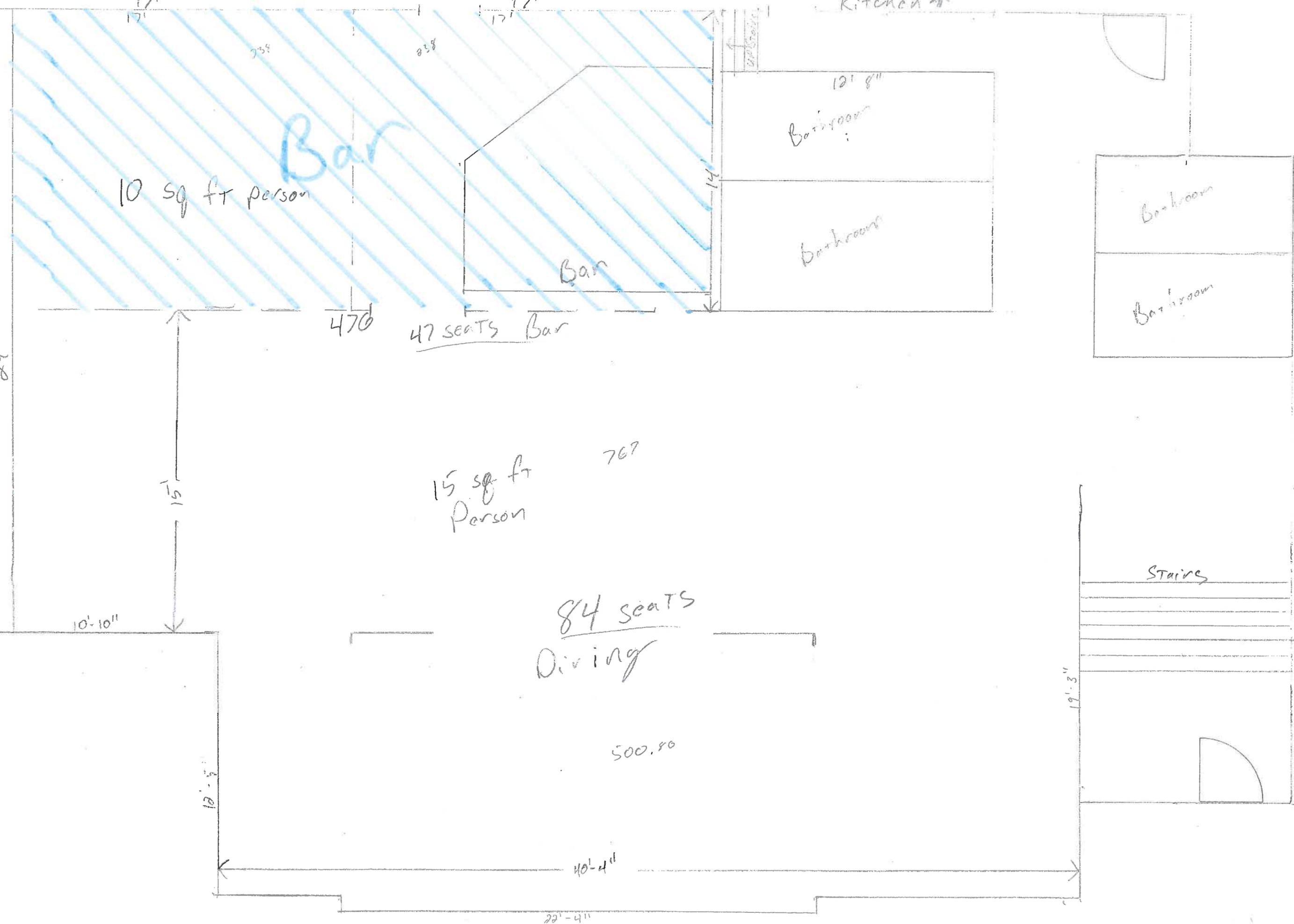
73 sq feet

10 sq ft per person

Bar

Roof





10 sq ft person

Bar

470

47 seats Bar

Bar

12' 8"  
Bathroom

Bathroom

Bathroom

Bathroom

Stairs

15 sq ft  
Person

84 seats  
Dining

500.80

Kitchen

up stairs

27

10' 10"

15'

12' 5"

22' 4"

40' 4"

19' 3"



# Village of Sister Bay

## BOARD REPORT

**Meeting Date 04/12/2016**

**Item No.: 5**

**Recommendation:** Grant approval on a request for a 2 month pro-rated class 300 Seat "B" liquor license to Michael L Daubner at 10716 N Bayshore Dr. (The old Inn at Christophers).

**Recommendation: Background:** . The proper forms and payment were received by the Village Clerk.

**Fiscal Impact:** A check for \$10,130.00 was received to cover the 2 month licensing period and publishing.

Respectfully submitted,

Zeke Jackson  
Village Administrator

File Name: document2

Printed: 4/8/2016 7:00 PM Created: 8/5/2005 9:53 AM

Author: Sister Bay Revision: 1/



# Village of Sister Bay

## BOARD REPORT

**Meeting Date 04/12/2016**

**Item No.: 5**

**Recommendation:** That the Board approve a request for a 2month pro-rate class 300 Seat "B" liquor license to Al Johnson's Restaurant..10698 N Bayshore Dr.

**Recommendation: Background:** The proper forms and payment were received by the Village Clerk.

**Fiscal Impact:** A check for \$10,130.00 was received to cover the 2 month licensing period and publishing.

Respectfully submitted,

Zeke Jackson  
Village Administrator

File Name: document2

Printed: 4/8/2016 7:00 PM Created: 8/5/2005 9:53 AM

Author: Sister Bay Revision: 1/



## Village of Sister Bay BOARD REPORT

Meeting Date: 04/12/16

Item No.: 6

### Activities:

Bay Shore Drive- Work on the project has restarted on April 11. DOT plans to complete the project by Memorial Day **Remaining work:** Complete sidewalk on East side of BSD, colored crosswalks, driveway/street tie ins, colored concrete on hill for maintenance, restoration, lighting, parking lot on Mill Rd., painting and finishing work.

The Administrative Committee and Staff approved expenditures for a driveway connection to the Braun Lot (Approximately \$1500.00) and a 24" Storm Sewer connection at BSD and Mill (Approximately \$3500.00). Both of these expenditures will save thousands in mobilization, development and infrastructure repair costs in the future.

Sledding Hill- Steve Mann and I met with Pat Hockers. The hill will be regraded to address slope issues and Steve and Co. will reseed.

Harbor View-A development agreement has been signed, and building is anticipated to begin in 2017. Minimum assessed value payments will kick in if the developer fails to build after that year.

Stony Ridge- Staff is working with legal council to finalize documents.

Audit- The staff from Schenck has completed our audit, and are preparing to submit for the Finance Committee's consideration at a May 10 meeting.

Wayfinding Signage- Living Labs has received two bids back, and is in the process of soliciting one other.

### Code Violations:

- None as of this writing, however, I do have a backlog list to take action on, and will wait for weather to improve before engaging in enforcement actions (it's pretty muddy in many places right now).

Respectfully submitted,

Zeke Jackson  
Village Administrator

**DEVELOPMENT AGREEMENT**  
**For**  
**Allen Gokey on the Old Helm's Cottage Lot**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Sister Bay, Door County, Wisconsin, a municipal corporation ("Village"), and Allen Gokey ("Developer").

**RECITALS**

**WHEREAS**, the Village is the owner of certain property located in the Village of Sister Bay as parcel Bay Shore Drive consisting of one parcel as shown on Appendix A, a plat of survey map dated December 15, 2014 comprising approximately .236 acres ("Property"), designated as Property Identification Numbers: 181-210201A, and intends to convey said property to Allen Gokey subject to secured construction of restrooms to be dedicated to the public in the sum of \$125,000, or a cash sum in that amount.

**WHEREAS**, the Property is zoned B-2 Downtown Business Transition District and is depicted on the attached Exhibits A, and as listed in Section 2; plans.

**WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and requirements required by the Village for Development of the Property;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

1. Developer is a duly organized and existing Individual in good standing under the laws of the State of Wisconsin.
2. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

- 1
- 2 4. The Developer has at this time, and will have so long as this Development Agreement continues
- 3 in effect, project-financing commitments sufficient to provide available funds for the completion
- 4 of the Developer’s obligations under this Development Agreement. The developer shall provide
- 5 evidence that those commitments exist upon the signing of this agreement.
- 6
- 7 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt
- 8 financing committed to fully fund all of its obligations and building construction identified
- 9 hereunder and has performed and complied with all conditions, covenants and agreements as
- 10 required by the debt financing.
- 11
- 12 6. The Developer represents that he will make every effort to seek bids from Door County
- 13 contractors and building materials suppliers to construct the project, and will follow appropriate
- 14 bidding laws as governed by the State of Wisconsin.
- 15

**SECTION 2. ZONING APPROVALS**

- 17 1. The property is presently unoccupied and is located in the B-2 Downtown Business Transition
- 18 District. The Village agrees, subject to the approval by the Developer of this agreement, that the
- 19 property will receive a Zoning Permit as per the requirements of Section 66.1530 of the
- 20 Municipal Code. The Developer agrees that the primary standard to be met for the issuance of
- 21 the Zoning permit is the operation of a Mixed Use Development containing not less than 2400
- 22 square feet of commercial space on the first floor.
- 23
- 24 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to
- 25 zoning, fire and the building codes.
- 26
- 27 3. The developer agrees to comply with the architectural feature determinations made by the Plan
- 28 Commission upon their review, which shall be generally consistent with the approved plans and
- 29 drawing as specified in this Development Agreement.
- 30
- 31 4. The Developer agrees to build the project represented on the various attachments listed below.
- 32 The Village acknowledges that the exact locations of interior walls and room sizes may vary from
- 33 the attached drawings. The building and project in all its phases shall be constructed as follows:
- 34
- 35 a. The concept proposal plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 36 b. Site plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 37 c. Front and Rear Elevation sheet \_\_\_\_ dated \_\_\_\_\_.
- 38 d. Side Elevation sheet \_\_\_\_ dated \_\_\_\_\_.
- 39 e. Partial First Floor Plan \_\_\_\_ dated \_\_\_\_\_.
- 40 f. Roofing Plan dated \_\_\_\_\_
- 41 g. The roofing material shall be \_\_\_\_\_
- 42 h. The stone shall be \_\_\_\_\_
- 43 i. The building siding shall be \_\_\_\_\_ and the color shall be
- 44 \_\_\_\_\_.
- 45 j. The landscaping plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 46 k. The storm water plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 47 l. Lighting Plan sheet \_\_\_\_ dated \_\_\_\_\_
- 48 m. Condominium Plat dated \_\_\_\_\_
- 49 n. Condominium Agreement dated \_\_\_\_\_
- 50
- 51

**SECTION 3. PROJECT PHASING**

1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period of 36 months from the date of issuance.
2. The developer acknowledges that the time period for a building permit is under the control of the building inspector.
3. Developer acknowledges that the development will be complete by January 15, 2018.
4. Development of Public Restroom. After the closing of the transaction for developer's purchase of the .263 acres, lot 2 as identified on the attached CSM from the Village, the Village will designate a property that it owns in the Village of Sister Bay that it wants the public restroom constructed by Developer. The Village will be responsible to have utility services within 100 feet of the property line. Developer will start construction of the public restroom within nine months of Village's designation of the property where the public restroom is to be constructed. The public restroom to be constructed by the Developer for the Village will substantially be in accordance with the drawings attached to the Development Agreement as Exhibit BATH and will have a minimum of 3 male and 3 female stalls. If the Village fails to designate the property where the public restroom is to be constructed by June 1, 2017, Developer will pay Village \$125,000 for the Property by June 30, 2017. **Village will hold a Mortgage on the primary residence owned by Allen Gokey, as described in the attached Mortgage documents, as security on the completion of the above described public restroom improvements.**

**SECTION 4. OCCUPANCY PERMITS**

It is expressly understood and agreed that no occupancy permits shall be issued for the structure until the Village has determined that:

1. The Developer agrees that no occupancy permit will be granted by the Village until construction is completed as shown on the site plan.
2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement of administrative costs as required and in effect at the time of this agreement.
3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
4. The Developer is not in default of any aspect of this agreement.
5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project must be in compliance with all applicable fire and building codes, as well as all applicable codes and regulations.

**SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS**

The Village reserves the right to withhold issuance of some or all zoning, building and occupancy permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of building permits and fire sprinkler permits and related inspection compliance is not under the control of the Village.

**SECTION 6. PUBLIC IMPROVEMENTS****A. PUBLIC STREETS AND SIDEWALKS**

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

1 The Developer hereby agrees that:

- 2 1. Developer will bear the cost of installation of public sidewalk, curb, gutter, and public parking  
3 across the property perimeter of the property as shown in the attached plans. The developer  
4 agrees to dedicate at no cost, the necessary right of way to the Village or State in order to install  
5 the new sidewalk up to six feet in width.  
6
- 7 2. The Developer agrees that all construction access to the property shall be off Parkview Drive and  
8 Lane. The Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or  
9 debris on public streets during construction. The Village shall make a reasonable effort to require  
10 the contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean  
11 up the same or to hold the developer who hired the contractor responsible. The Developer  
12 owner shall use its best efforts to clean up the streets within twenty-four (24) hours after receiving  
13 a notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the  
14 Village will do so at the Developer's expense, at the option of the Village.  
15

16 **B. SURFACE AND STORM WATER DRAINAGE**

17 The Developer hereby agrees that:

- 18 1. Prior to the start of construction of improvements, the Developer shall provide to the Village  
19 written certification from the Developer's Engineer that all surface and storm water drainage  
20 facilities and erosion control plans are in conformance with all federal, state, county and Village  
21 regulations, guidelines, specifications, laws and ordinances, and written proof that the Village  
22 Engineer has reviewed and approved the plans.  
23
- 24 2. If required by the Wisconsin Department of Natural Resources, the developer shall provide  
25 written approval by the Wisconsin Department of Natural Resources that the storm water  
26 management plan meet all NR 151 and NR 216 requirements.  
27
- 28 3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the  
29 attached drawings for surface and storm water drainage throughout the development with  
30 adequate capacity to transmit the anticipated flow from the development and the existing flow  
31 from adjacent properties, in accordance with all plans and specifications, and all applicable  
32 federal, state, county and Village regulations.  
33
- 34 4. The Developer agrees that the site grading and construction of surface and storm water drainage  
35 facilities for the property in general shall be completed and accepted by the Village before any  
36 occupancy permits are issued for the building. The Village will not accept the surface and storm  
37 water drainage system until the entire system is installed in accordance with plans and  
38 specifications to the reasonable satisfaction of the Village Administrator and Village Engineers.  
39

40  
41 **C. GRADING, EROSION AND SILT CONTROL**

42 The Developer hereby agrees that:

- 43 1. Prior to commencing site grading and execution, the Developer shall provide to the Village  
44 written certification from the Developer's Engineer that the plan, once implemented, shall meet  
45 all federal, state, county and local regulations, guidelines, specifications, laws and ordinances,  
46 including proof of notification of land disturbances to the State of Wisconsin Department of  
47 Natural Resources and or the Department of Commerce and written proof that the Wisconsin  
48 Department of Natural Resources and or the Department of Commerce and the Army Corps of  
49 Engineers, if applicable, have approved the plans.  
50

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

- 1 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface  
 2 disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,  
 3 sedimentation and washing are prevented in accordance with the plans and specifications  
 4 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural  
 5 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.  
 6

7 **D. LANDSCAPING AND SITE WORK, INCLUDING ONGOING MAINTENANCE OF PUBLIC**  
 8 **PROPERTY:**

9 The Developer hereby agrees that:

- 10 1. Developer shall maintain, mow, landscape, care for and otherwise keep kempt the permeable  
 11 "green" areas and any rainwater gardens or storm water impoundments on the immediately  
 12 adjacent, public parking, lot. The Village Administrator may, in writing, temporarily waive  
 13 subsection (2). Developer will begin this responsibility, outlined herein, within 90 days of  
 14 completion of a structural improvement on developer's lot. Should developer, successor or  
 15 assigns default or fail to perform its duties under this subsection (2), developer agrees to pay the  
 16 village a sum of \$3000.00 per year (and increasing each year at a rate established by the US  
 17 Bureau of Labor and Statistics as CPI-U-National Average), for a period of 99 years commencing  
 18 no later than the year 2019. Nothing herein shall abrogate the Village's responsibility to clean,  
 19 maintain, perform snow removal, resurface, reconstruct or otherwise rebuild the public parking  
 20 lot on the parcel owned by the Village according to the priorities and responsibilities established  
 21 by the Village Staff, Village Parks Committee, and/or Village Board of Trustees. Nothing herein  
 22 shall create property rights for the Developer to the Public Parking Lot owned by the Village.  
 23 2. The Developer, as required by the Village, shall remove and lawfully dispose of building  
 24 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all  
 25 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,  
 26 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific  
 27 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,  
 28 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up  
 29 debris that has blown from building under construction. The Developer and/or subject contractor  
 30 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If  
 31 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or  
 32 subject contractor's expense.  
 33  
 34 3. Landscaping, construction of rain gardens for the building and removal of unwanted items, will  
 35 be completed and certified as complete by the Village for the project. Any plants, trees or other  
 36 screening vegetation required by the development agreement shall be maintained and replaced  
 37 while the development agreement is in effect. A temporary limited easement shall be granted for  
 38 the duration of this development agreement to the Developer by the Village in order to complete  
 39 the work in the public rights of way and on public properties as depicted in the plans.  
 40  
 41

42 **E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

- 43 1. The developer shall provide all traffic signage deemed necessary by the Village in connection  
 44 with construction and demolition. The Developer and Developer's Contractors shall not occupy  
 45 parking on Bay Shore Drive during the construction and demolition period. The Developer and  
 46 Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior  
 47 notice to the Village during the construction and demolition period; the Village will grant  
 48 permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of  
 49 day that will minimize the obstruction.  
 50

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

- 1 3. The developer acknowledges that business related signage is not part of this approval and must  
 2 be applied for separately. Also that any representation of business signage on the plan sheets is  
 3 representative only and not approved as part of this agreement.  
 4

**F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM**

5  
 6 The Developer hereby agrees that:

- 7 1. The improvements shall be constructed in accordance with the following specifications.  
 8  
 9 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.  
 10 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,  
 11 March 1, 1988, and as amended January 1, 1992.  
 12 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion  
 13 Control.  
 14 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and  
 15 Structure Construction, 1996 and supplemental specifications or the most recent edition.  
 16  
 17 2. A sewer and water plan should be submitted to the Village Utility Department that shows where  
 18 every water service line and sanitary line runs, the location of all water meters, calculations on  
 19 sanitary fixture units for each metered location to enable the Utility Department to determine the  
 20 impact and hook-up fees. The Developer shall install the sanitary and water connections to the  
 21 Village system in accordance with the plans and specifications on file in the Village  
 22 Administrator's office.  
 23  
 24 3. The developer agrees to do all the public and private infrastructure construction according to the  
 25 Village's various codes including but not limited to the Utility Code, Land Division Code and the  
 26 Design Standards. Upon completion of all construction the developer shall provide the Village  
 27 with "as built" plans. The developer agrees that all underground piping regardless of type or  
 28 location shall be marked with locating wire according to accepted standards. The developer  
 29 agrees that all improvements within the public right-of-way or public easements shall be  
 30 inspected by Village inspectors at the developer's expense.  
 31

**G. ADDITIONAL IMPROVEMENTS AND MAINTENANCE AGREEMENT**

- 32  
 33  
 34 1. Installation of landscaping, rainwater gardens, and other improvements on adjacent public  
 35 parking lot according to plans that the Village and DNR approves.  
 36  
 37

**SECTION 7. SITE SPECIFIC REQUIREMENTS**

- 38  
 39 1. The Developer shall maintain continuous access around the building and to any fire hydrants as  
 40 required by the current Zoning Code as directed by the Fire Department and Water Utility.  
 41  
 42 2. The developer agrees to bury all electric, telephone and cable television lines from existing  
 43 wooden poles or underground service to the building.  
 44  
 45 3. The lighting plan shall not allow any light trespass at the property line in excess of the standards  
 46 set forth in Section 66.0809. The lighting contractor shall provide written verification of  
 47 compliance before occupancy shall be granted. All pole lighting taller than eight feet in height  
 48 shall conform in style to the Village standard pole and luminaire.  
 49  
 50 4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The  
 51 tanks and line locations shall be registered with Door County.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

5. The Village agrees that the general contractor shall be allowed a temporary construction sign on the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the Code.

**SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS**

The improvements set forth in Section 3 above shall be completed by the Developer in total within the specific time limits from the date of this agreement being signed except as otherwise provided for in this agreement.

**SECTION 9. FINAL ACCEPTANCE**

Not applicable.

**SECTION 10. DEDICATION OF IMPROVEMENTS**

Applicable street improvements will need to be certified by the Village before acceptance.

**SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**

Not applicable.

**SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER**

The ultimate responsibility for the proper design and installation of sewer facilities, water facilities, drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a waiver, or relieve the Developer from the ultimate responsibility for the design, performance and function of the development and related infrastructure.

**SECTION 13. SETBACK AGREEMENT**

The Village, as an adjoining property owner, agrees to allow Allen Gokey to maintain a zero foot (0) side setback on the western property boundary of the public parking lot owned by the Village.

**SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS**

Not applicable.

**SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED SURVEY MAP**

Not applicable.

**SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE**

Not applicable.

**SECTION 17. NOISE AND HOURS OF OPERATIONS**

1. The Developer shall make every effort to minimize noise, dust and similar disturbances, recognizing that the project is located near existing residences. The project construction or demolition shall only occur between the hours of 5:00 a.m. and 9:00 p.m., Monday Through Thursday only. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during weekdays except in cases of urgent necessity in the interest of public health and safety. If the Village Administrator determines that, the public health and safety will not be impaired by these activities he/she may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work. Blasting mats, or other established method, shall be used to prevent flying debris

1 resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and  
 2 Contractor shall notify in writing all residences and businesses near the work of the Contractor's  
 3 intent to blast. A copy of the written notice shall also be delivered to the Village. The Village  
 4 Administrator may authorize other work outside these specified hours.  
 5

- 6 2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree  
 7 lighting, nor any other published event in the Sister Bay brochure published by the Sister Bay  
 8 Advancement Association.  
 9

10 **SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT**  
 11 **AGREEMENT**

12 As a condition to each and all of the covenants, agreements and other obligations of the Village under  
 13 this Development Agreement, all of the following shall occur, in addition to all other requirements and  
 14 conditions set forth in this Development Agreement:

- 15 a. All representations and warranties of the Developer set forth in this Development Agreement and  
 16 in all agreements expressly referred to herein shall at all times be true, complete and correct;  
 17 b. All covenants and obligations of the Developer under this Development Agreement are duly and  
 18 substantially performed, observed, satisfied and paid, when and as required herein;  
 19 c. No event of default has occurred, or with the giving of notice or lapse of time would occur;  
 20 d. There is no material adverse change in the financial condition of the Developer, which might  
 21 impair its ability to perform its obligations under this Development Agreement.  
 22

23 **SECTION 19. DEFAULT/REMEDIES**

- 24 1. An event of default ("Event of Default") is any of the following:  
 25 a. A failure by the Developer to cause substantial completion of the Development Project or  
 26 any part thereof to occur pursuant to the terms, conditions and limitations of this  
 27 Development Agreement; a failure of either party to perform or observe any and all  
 28 covenants, conditions, obligations or agreements on its part to be observed or performed  
 29 when and as required under this Development Agreement within thirty (30) days of notice  
 30 of the failure to the Developer;  
 31 b. A failure by the Developer to pay any amount or when and as due to the Village within ten  
 32 (10) days of notice of such failure to the Developer;  
 33 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or  
 34 insolvency proceedings of any kind; or  
 35 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings  
 36 therefore.  
 37
- 38 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any  
 39 one or more of the following actions without waiving any rights or remedies available to it:  
 40 a. Immediately suspend its performance under this Development Agreement from the time  
 41 any notice of an event of default is given until it receives assurances from the breaching  
 42 party deemed adequate by the non-breaching party, that the breaching party will cure its  
 43 default and continue its due and punctual performance under this Development  
 44 Agreement; or  
 45 b. Commence legal or administrative action, in law or in equity, which may appear necessary  
 46 or desirable to enforce performance and observance of any obligation, agreement or  
 47 covenant of the breaching party under this Development Agreement.  
 48 c. Perform or have performed all necessary work in the event the non-breaching party  
 49 determines that any Event of Default may pose an imminent threat to the public health or  
 50 safety, without any requirement of any notice whatsoever. In the event of a default by the

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

1 Developer, the Village may use and apply all or any portion of the bond provided by the  
 2 Developer under Section 16 above to cure such default.

- 3
- 4 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is  
 5 intended to be exclusive of any other remedy or remedies, but each and every such right and  
 6 remedy shall be cumulative and shall be in addition to every other right and remedy given under  
 7 this Development Agreement now or hereafter existing at law or in equity. No delay or omission  
 8 to exercise any right or power accruing upon any default shall impair any such right or power or  
 9 shall be construed to be a waiver thereof, but any such right and power may be exercised from  
 10 time to time and as often as may be deemed expedient.
- 11
- 12 4. In the event any warranty, covenant or agreement contained in this Development Agreement  
 13 should be breached by a party and thereafter waived by the other, such waiver shall be limited to  
 14 the particular breach so waived and shall not be deemed to waive any other concurrent,  
 15 previous or subsequent breach hereunder.
- 16
- 17 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other  
 18 such expenses for the collection of payments due or to become due or for the enforcement or  
 19 performance or observance of any obligation or agreement on the part of the other herein  
 20 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and  
 21 other such expenses incurred by such prevailing party.

**SECTION 20. PERMITTED DELAYS**

22  
 23  
 24 Not applicable.

**SECTION 21. ADDITIONAL PROVISIONS**

- 25
- 26
- 27 1. No member of any governing body or other official of the Village ("Village Official") shall have  
 28 any financial interest, direct or indirect, in this Development Agreement, the Property or the  
 29 Development Project, or any contract, agreement or other transaction contemplated to occur or  
 30 be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village  
 31 and the Village Official fully complies with all conflict of interest requirements of the Village. No  
 32 Village Official shall participate in any decision relating to this Development Agreement, which  
 33 affects his or her personal interest or the interests of any corporation, partnership, or association  
 34 in which he or she is directly or indirectly interested. No member, official or employee of the  
 35 Village shall be personally liable to the Village for any event of default or breach by the  
 36 Developer of any obligations under the terms of this Development Agreement. Nothing  
 37 contained in this section shall preclude a Village Official from engaging in negotiation,  
 38 commerce, leasing, purchase or other financial arrangements with developer after execution of  
 39 this document.
- 40
- 41 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in  
 42 and shall become a part of this Development Agreement.
- 43
- 44 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or  
 45 requirement of the Developer to obtain all necessary approvals, licenses and permits from the  
 46 Village in accordance with its usual practices and procedures, nor limit or affect in any way the  
 47 right and authority of the Village to approve or disapprove any and all plans and specifications,  
 48 or any part thereof, or to impose any limitations, restrictions and requirements on the  
 49 development, construction and/or use of the Development Project as a condition of any such  
 50 approval, license or permit; including, without limitation, requiring any and all other  
 51 development and similar agreements.

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

1  
2 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or  
3 incorporated herein.

4  
5 5. Descriptive headings are for convenience only and shall not control or affect the meaning or  
6 construction of any provision of this Development Agreement.

7  
8 6. Any notice required hereunder shall be given in writing, signed by the party giving notice,  
9 personally delivered or mailed by certified or registered mail, return receipt requested, to the  
10 parties' respective addresses as follows:

11  
12 Village Administrator  
13 Village of Sister Bay  
14 2383 Maple Drive  
15 Sister Bay, WI 54234

16  
17 The notices or responses to Grantee shall be addressed as follows:

18 Al Gokey  
19 5776 Ledgecrest Rd.  
20 De Pere WI, 54115

21  
22 **SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

23 The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs  
24 and disbursements which shall be incurred by the Village in connection with this project or relative to  
25 the construction, installation, dedication and acceptance of the improvements covered by this  
26 agreement, including without limitation by reason of enumeration, design, engineering, review,  
27 supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by  
28 Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee  
29 held by the Village pursuant to this agreement, or assessed against the property as a special charge  
30 pursuant to §66.60(16), Wisconsin Statutes.

31  
32 **SECTION 23. GENERAL INDEMNITY**

33 The Developer will indemnify and hold harmless the Village, its governing body members, officers,  
34 agents, including the independent contractors, consultants and legal counsel, servants and employees  
35 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")  
36 against any loss or damage to property or any injury to or death of any person occurring at or about or  
37 resulting from any breach of any warranty, covenant or agreement of the Developer under this  
38 Development Agreement, and the development of the Property; provided that the foregoing  
39 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any  
40 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will  
41 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding  
42 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or  
43 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under  
44 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,  
45 installation, ownership and operation of the Development Project and the Property. All covenants,  
46 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to  
47 be covenants, stipulations, promises, agreements and obligations of the Village and not of any  
48 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,  
49 promises, agreements and obligations of the Developer contained herein shall be deemed to be  
50 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its  
51 officers, owners, agents, servants or employees.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

#### **SECTION 24. INSURANCE**

The Developer, its contractors, suppliers and any other individual working on the public right of way shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village consistent with other projects in the public right of way.

#### **SECTION 25. FEES AND CHARGES**

The Developer shall be responsible for zoning and development fees such as are applicable as of the date of the development agreement. The Developer shall be responsible for any impact fees as are properly levied by the Village.

#### **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk, entered into and are signatory to this agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

#### **SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

#### **SECTION 28. ZONING**

The Village does not guarantee or warrant that the subject property of this agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this agreement.

#### **SECTION 29. COMPLIANCE WITH CODES AND STATUTES**

The Developer shall comply with all current and future applicable codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or federal government.

#### **SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS**

Not applicable.

#### **SECTION 31. ASSIGNMENT**

The Developer shall not transfer, sell or assign the property or assign this Development Agreement or its obligations hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Development Agreement. Any such consent requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable reason.

#### **SECTION 32. BINDING**

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

#### **SECTION 33. AMENDMENTS**

The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first

1 having received a recommendation from the Village’s Plan Commission. The Plan Commission shall  
2 consider the amendment under the conditional use process.  
3

4 **SECTION 34. DURATION**

5 The Developer acknowledges that the requirements regarding the operation and maintenance of the  
6 project as fully described above shall continue and not expire. The Developer acknowledges that the  
7 Village may from time to time establish new zoning, utility, storm water and other requirements or  
8 standards that apply to similarly situated properties which, if applicable shall apply to this project. The  
9 Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement.  
10 Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing  
11 and make a recommendation regarding the petition. The Board may cancel the agreement if it  
12 determines that there is no further value or need for the Developer to comply with its requirements.  
13

14 **SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION**

15 The Developer will be obligated to make a minimum additional assessment payment in the amount of  
16 \$12,000.00 to the Village annually, in addition to any taxes paid through regular assessment. This  
17 minimum assessment shall begin with an initial payment of \$12,000.00 in 2016, and continue each  
18 year until 2027, with the final payment being made in 2027. Developer will be billed by the Village  
19 December 1<sup>st</sup> of each year. The total of these additional annual payments will be \$144,000.00. These  
20 payments shall be in addition to the normal and customary taxes assessed by the various taxation  
21 jurisdictions over this property, and developer shall be obligated to pay taxes to all of those taxing  
22 jurisdictions through the normal and customary tax billing policies of those jurisdictions, in additional  
23 to the minimum additional assessment payment.  
24

25 Once developer has constructed a structural improvement project assessed at a value of at least  
26 \$750,000, the annual additional assessment payments will be waived by the Village in all years after  
27 completion of construction and issuance of an occupancy permit in consideration of the improvements  
28 made to the property.  
29

30 These annual additional assessment payments in no way absolve or remove the obligation of the  
31 developer to make regularly assessed tax payments to the Village or other taxing entities in the County  
32 of Door.  
33

34 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by  
35 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts  
36 the day and year first above written.  
37

38 **DEVELOPER**

Allen Gokey

39  
40 By: \_\_\_\_\_  
41 Allen Gokey

42 **STATE OF WISCONSIN**  
43 **COUNTY OF DOOR**  
44

45 Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_,  
46 \_\_\_\_\_ of \_\_\_\_\_, to me known to be the person who executed the  
47 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such  
48 capacity.  
49

50 \_\_\_\_\_  
51 Notary Public, State of WI

Allen Gokey, Old Helm’s Cottage Lot on Mill RD. Development Agreement

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

My commission expires: \_\_\_\_\_

**VILLAGE OF SISTER BAY**

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

**STATE OF WISCONSIN  
COUNTY OF DOOR**

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above named \_\_\_\_\_, and \_\_\_\_\_, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of the municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of WI

My commission expires: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
Village Administrator

**ARTICLES OF INCORPORATION  
OF  
PARKVIEW CONDOMINIUM ASSOCIATION OF SISTER BAY, INC.**

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

**ARTICLE I  
NAME**

The name of the corporation is Parkview Condominium Association of Sister Bay, Inc. (hereinafter referred to as the "Association").

**ARTICLE II  
PERIOD OF EXISTENCE**

The period of existence of the Association is perpetual.

**ARTICLE III  
PURPOSE**

The Association is organized to serve as an association of condominium unit owners (as described in Section 703.15 of the Wisconsin Statutes) for Parkview Condominium created under Chapter 703 of the Wisconsin Statutes, located in the Village of Sister Bay, Door County, Wisconsin. The purpose of the Association is to provide for the acquisition, construction, management, maintenance, and care of the common elements of the condominium and other property for which the Association is responsible, and to exercise the powers, carry out the responsibilities, and otherwise engage in any lawful activity authorized and permitted by Chapter 181 of the Wisconsin Statutes.

**ARTICLE IV  
MEMBERS**

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

**ARTICLE V  
PRINCIPAL OFFICE**

The address of the principal office of the Association is c/o Allen Gokey, 5776 Ledge Crest

Road, De Pere, WI 54115-8760. The principal office is located in Brown County, Wisconsin.

**ARTICLE VI  
REGISTERED AGENT**

The name and address of the initial registered agent of the Association is Allen Gokey, 5776 Ledge Crest Road, De Pere, WI 54115-8760.

**ARTICLE VII  
BOARD OF DIRECTORS**

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

Allen Gokey  
5776 Ledge Crest Road  
De Pere, WI 54115-8760

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE VIII  
ACTION BY BOARD OF DIRECTORS WITHOUT A MEETING**

Any action required or permitted by these Articles or the Bylaws to be taken by the board of directors of the Association may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

**ARTICLE IX  
INCORPORATOR**

The name and address of the incorporator Association is Allen Gokey, 5776 Ledge Crest Road, De Pere, WI 54115-8760.

**ARTICLE X  
AMENDMENT OF ARTICLES AND BYLAWS**

Any amendment to these Articles of Incorporation or the Bylaws that alters or abrogates the rights of the Declarant (as defined in the Declaration) or the Declarant's successors or assigns shall

be null, void, and of no force or effect unless it is approved in writing by the Declarant. This Article X may not be amended or deleted without the approval in writing of the Declarant.

Dated at Green Bay, Wisconsin, this \_\_\_\_ day of April, 2016.

\_\_\_\_\_  
Allen Gokey, Incorporator

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF BROWN    )

On this \_\_\_\_ day of April, 2016, Allen Gokey, to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

\_\_\_\_\_  
Stephen M. Ferris  
Notary Public, State of Wisconsin  
My Commission is permanent.

This document drafted by:

Attorney Stephen M. Ferris  
2093 Lost Dauphin Road  
De Pere, WI 54115

**BYLAWS OF  
PARKVIEW CONDOMINIUM ASSOCIATION OF SISTER BAY, INC.**

**ARTICLE I  
NAME AND ADDRESS**

**1.01. Name; Purpose.** The name of the corporation shall be Parkview Condominium Association of Sister Bay, Inc. (the “Association”). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

**1.02. Address.** The principal office of the Association shall be located at 5776 Ledge Crest Road, De Pere, WI 54115-8760. This address shall also be the mailing address of the Association.

**1.03. Binding Effect.** These Bylaws (the “Bylaws”) shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

**1.04. Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Parkview Condominium executed by Packerland Builders, LLC (the “Declarant”) and recorded in the office of the Door County Register of Deeds (the “Declaration”).

**1.05 Non-Profit Status.** No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any member or individual. Following the Association’s winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member’s membership interest. Furthermore, following the wind-up of the Association’s affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees or assessments) following the wind-up of its affairs shall, at the time of the Association’s liquidation, be distributed to a religious, scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit.

**ARTICLE II  
MEMBERSHIP**

**2.01. Membership.** The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

**2.02. Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate

upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

**2.03. Withdrawal or Expulsion.** No Unit Owner may voluntarily withdraw from membership in the Association nor may any Unit Owner be expelled from such membership.

**2.04. Membership Certificates.** Membership certificates shall not be issued.

**2.05. Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

**2.06. Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

**2.07. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

**2.08. Quorum.** Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

**2.09. Vote Required to Transact Business.** When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium

Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

**2.10. Proxies.** All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

**2.11. Voting Designations of Multiple Unit Owners.** If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

**2.12. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

### **ARTICLE III MEETINGS OF MEMBERS**

**3.01. Place.** All meetings of the Unit Owners shall be held at a place in Door County, Wisconsin, that shall be stated in the notice of the meeting.

**3.02. Annual Meetings.** The first annual meeting of the Unit Owners shall be held on the second Monday of the first June after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of June of each succeeding year.

**3.03. Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding

at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

**3.04. Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

**3.05. Adjourned Meetings.** If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

**3.06. Duties of Officers at Meetings.** The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

**3.07. Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Unit Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees (if appropriate);
- (g) Election of directors (if appropriate);
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

**3.08. Action Without a Meeting by Written Consent.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

**3.09. Action Without a Meeting by Written Ballot.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation

Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

#### **ARTICLE IV BOARD OF DIRECTORS**

**4.01. Number and Membership in Association.** The affairs of the Association shall be managed initially by a Board of Directors composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a “Unit Owner” for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a “Unit Owner” for purposes of this requirement only.

**4.02. Term of Office.** The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.02 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each

director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

**4.03. Election of Directors.** One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

**4.04. Vacancy and Replacement.** If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

**4.05. Removal.** Before the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

**4.06. Compensation.** No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

## **ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS**

**5.01. Regular Meetings.** Until the expiration of Declarant control as described in Section 7.02 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

**5.02. Special Meetings.** Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

**5.03. Notice of Special Meetings.** No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

**5.04. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

**5.05. Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

**5.06. Action Without a Meeting by Written Consent.** Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

## ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

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

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners

against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

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

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

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

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

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

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

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

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

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

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

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

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

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

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

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

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

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the

annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

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

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

## **ARTICLE VIII BOOKS AND RECORDS**

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

**8.02. Audits.** The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

## **ARTICLE IX BUDGET, ASSESSMENT, AND ANNUAL REPORT**

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

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

1. The reserve funds then in the reserve account;

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

**9.03. Levying and Payment of General Assessments.** Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

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

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

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

**9.07. Statutory Reserve Account.** All funds collected to fund a statutory reserve account as described in section 9.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes

as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

## **ARTICLE X USE**

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

## **ARTICLE XI ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

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

## **ARTICLE XII LIABILITY AND INDEMNITY**

### **12.01. General Scope and Definitions.**

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

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner,

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

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

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

## **12.02. Mandatory Indemnification.**

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

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

**12.03. Determination of Right to Indemnification.** Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

**12.04. Allowance of Expenses as Incurred.** Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

### **12.05. Partial Indemnification.**

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

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

### **12.07. Limited Liability of Directors and Officers.**

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

**12.08. Severability of Provisions.** The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent

and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

**12.09. Nonexclusivity of Rights.** The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

**12.10. Purchase of Insurance.** The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

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

**12.12. Amendment.** No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

### **ARTICLE XIII GENERAL PROVISIONS**

**13.01. Seal.** The Association shall not have a corporate seal.

**13.02. Interpretation.** These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid

any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

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

#### **ARTICLE XIV AMENDMENT**

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

**BYLAWS OF  
PARKVIEW CONDOMINIUM ASSOCIATION OF SISTER BAY, INC.**

**ARTICLE I  
NAME AND ADDRESS**

**1.01. Name; Purpose.** The name of the corporation shall be Parkview Condominium Association of Sister Bay, Inc. (the “Association”). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

**1.02. Address.** The principal office of the Association shall be located at 5776 Ledge Crest Road, De Pere, WI 54115-8760. This address shall also be the mailing address of the Association.

**1.03. Binding Effect.** These Bylaws (the “Bylaws”) shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

**1.04. Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Parkview Condominium executed by Packerland Builders, LLC (the “Declarant”) and recorded in the office of the Door County Register of Deeds (the “Declaration”).

**1.05 Non-Profit Status.** No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any member or individual. Following the Association’s winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member’s membership interest. Furthermore, following the wind-up of the Association’s affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees or assessments) following the wind-up of its affairs shall, at the time of the Association’s liquidation, be distributed to a religious, scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit.

**ARTICLE II  
MEMBERSHIP**

**2.01. Membership.** The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

**2.02. Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate

upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

**2.03. Withdrawal or Expulsion.** No Unit Owner may voluntarily withdraw from membership in the Association nor may any Unit Owner be expelled from such membership.

**2.04. Membership Certificates.** Membership certificates shall not be issued.

**2.05. Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

**2.06. Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

**2.07. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

**2.08. Quorum.** Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

**2.09. Vote Required to Transact Business.** When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium

Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

**2.10. Proxies.** All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

**2.11. Voting Designations of Multiple Unit Owners.** If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

**2.12. Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

### **ARTICLE III MEETINGS OF MEMBERS**

**3.01. Place.** All meetings of the Unit Owners shall be held at a place in Door County, Wisconsin, that shall be stated in the notice of the meeting.

**3.02. Annual Meetings.** The first annual meeting of the Unit Owners shall be held on the second Monday of the first June after the Declarant has ceased to control the Association as provided in Section 7.02 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of June of each succeeding year.

**3.03. Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding

at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

**3.04. Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

**3.05. Adjourned Meetings.** If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

**3.06. Duties of Officers at Meetings.** The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

**3.07. Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Unit Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees (if appropriate);
- (g) Election of directors (if appropriate);
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

**3.08. Action Without a Meeting by Written Consent.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

**3.09. Action Without a Meeting by Written Ballot.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation

Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

#### **ARTICLE IV BOARD OF DIRECTORS**

**4.01. Number and Membership in Association.** The affairs of the Association shall be managed initially by a Board of Directors composed of three directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers, the number of directors on the Board of Directors shall be increased to four (4). At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.03 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.02 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a “Unit Owner” for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a “Unit Owner” for purposes of this requirement only.

**4.02. Term of Office.** The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.02 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each

director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

**4.03. Election of Directors.** One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

**4.04. Vacancy and Replacement.** If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

**4.05. Removal.** Before the expiration of the period of Declarant control as described in Section 7.02 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

**4.06. Compensation.** No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

## **ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS**

**5.01. Regular Meetings.** Until the expiration of Declarant control as described in Section 7.02 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

**5.02. Special Meetings.** Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

**5.03. Notice of Special Meetings.** No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

**5.04. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

**5.05. Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

**5.06. Action Without a Meeting by Written Consent.** Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

## ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

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

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners

against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

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

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

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

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

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

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

## **ARTICLE VII OFFICERS AND THEIR DUTIES**

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

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

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

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

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

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

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

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

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

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the

annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

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

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

## **ARTICLE VIII BOOKS AND RECORDS**

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

**8.02. Audits.** The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

## **ARTICLE IX BUDGET, ASSESSMENT, AND ANNUAL REPORT**

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

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

1. The reserve funds then in the reserve account;

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

**9.03. Levying and Payment of General Assessments.** Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

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

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

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

**9.07. Statutory Reserve Account.** All funds collected to fund a statutory reserve account as described in section 9.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes

as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

## **ARTICLE X USE**

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

## **ARTICLE XI ENFORCEMENT OF CONDOMINIUM DOCUMENTS**

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

## **ARTICLE XII LIABILITY AND INDEMNITY**

### **12.01. General Scope and Definitions.**

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

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner,

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

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

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

#### **12.02. Mandatory Indemnification.**

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

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

**12.03. Determination of Right to Indemnification.** Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

**12.04. Allowance of Expenses as Incurred.** Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

### **12.05. Partial Indemnification.**

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

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

### **12.07. Limited Liability of Directors and Officers.**

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes sections 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

**12.08. Severability of Provisions.** The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent

and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

**12.09. Nonexclusivity of Rights.** The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

**12.10. Purchase of Insurance.** The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

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

**12.12. Amendment.** No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

## **ARTICLE XIII GENERAL PROVISIONS**

**13.01. Seal.** The Association shall not have a corporate seal.

**13.02. Interpretation.** These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid

any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

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

#### **ARTICLE XIV AMENDMENT**

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

Document No.

**DECLARATION OF CONDOMINIUM  
FOR PARKVIEW CONDOMINIUM**

Return to:  
  
Attorney Stephen M. Ferris  
2093 Lost Dauphin Road  
De Pere, WI 54115

Lot 2 of Parcel No. 181210501A  
Parcel Numbers

THIS DECLARATION OF CONDOMINIUM FOR PARKVIEW CONDOMINIUM (this “Declaration”), is made this \_\_\_\_ day of April, 2016, by Packerland Builders, LLC, a Wisconsin limited liability company (the “Declarant”).

**ARTICLE I  
DECLARATION**

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

**ARTICLE II  
NAME; DESCRIPTION OF PROPERTY**

**2.01. Name.** The name of the condominium created by this Declaration is Parkview Condominium (the “Condominium”).

**2.02. Legal Description.** The land comprising the Property (the “Land”) is located in the Village of Sister Bay, County of Door, State of Wisconsin, and is legally described on Exhibit A attached hereto and made a part hereof.

**2.03. Address.** The address of the Condominium is 2362 Mill Road, Sister Bay, Wisconsin.

### **ARTICLE III DESCRIPTION OF UNITS**

**3.01. Identification of Units.** The Condominium shall initially consist of four units (individually a “Unit” and collectively the “Units”) located in the building identified on the condominium plat attached hereto as Exhibit B and made a part hereof (the “Condominium Plat”), together with the Common Elements as described in Article IV. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units A through D, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a “Unit Owner.” When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

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

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

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

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

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

**3.03. Additional Items Included as Part of Unit.** The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.02:

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

(b) Interior lights and light fixtures.

(c) Cabinets.

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

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

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

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

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

#### **ARTICLE IV COMMON ELEMENTS; LIMITED COMMON ELEMENTS**

**4.01. Common Elements.** The common elements (the “Common Elements”) are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

- (a) The Land;
- (b) The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;
- (c) The foundations, columns, pilasters, girders, beams, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);
- (d) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit;
- (e) Any other portion of the improvements to the Land that is not part of a Unit as described above; and
- (f) Mailbox islands.

**4.02. Limited Common Elements.** Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

- (a) All sidewalks, access ways and steps attached to, leading directly to or from, or adjacent to each Unit;
- (b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any; and
- (c) The front patio shall be a Limited Common Element of Units A and B.

**4.03. Conflict Between Unit Boundaries; Common Element Boundaries.**

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

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

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

**ARTICLE V  
PERCENTAGE INTERESTS; VOTING**

**5.01. Percentage Interests.** The undivided percentage interest in the Common Elements (the “Percentage Interest”) appurtenant to each Unit shall be a percentage equal to the square feet of a Unit divided by the total square feet of all Units. The following shall be the Percentage Interest of each Unit:

<u>Unit</u>	<u>Percentage Interest</u>
A	
B	
C	
D	

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

**5.03. Voting.** Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article VI).

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

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

**ARTICLE VI  
CONDOMINIUM ASSOCIATION**

**6.01. General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as the Parkview Condominium Association of Sister Bay, Inc. (the “Association”), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

**6.02. Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 6.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers; or (c) thirty (30) days after the Declarant's election to waive its right of control.

**6.03. Board of Directors.** The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 6.02 and this Section 6.03, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 6.02.

**6.04. Maintenance and Repairs.**

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios and balconies) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these

responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

**(b) By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 8.01.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.07.

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

**6.05. Common Expenses.** Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 6.04, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing;

improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

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

Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

**6.07. Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the “Special Assessments”) against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 9.05 and Section 10.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 6.04 and Article XIII, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

**6.08. Common Surpluses.** If the surpluses of the Association (the “Common Surpluses”) should be accumulated, other than surpluses in any construction fund as described in Section 9.06 and Section 10.06, such Common Surpluses may be credited against the Unit Owners’ General

Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

**6.09 Upgrade General Assessments.** The “Upgrade General Assessments” shall include all General Assessments against the Units for the purpose of maintaining a fund from which the Upgrade Common Expenses may be paid. Each Upgrade General Assessment shall be levied to maintain a fund for a particular Upgrade Common Expense and shall be assessed against either (1) all commercial units (Units A and B), if the commercial units benefit exclusively from the Upgrade Common Expense; or, (2) all residential units (Units C and D), if the residential units benefit exclusively from the Upgrade Common Expense. The Units that benefit exclusively from the Upgrade Common Expense shall be referred to individually as a “Benefiting Unit” and collectively as the “Benefiting Units.” Each Upgrade General Assessment shall be assessed against each Benefiting Unit in the proportion of a fraction, the numerator of which is the percentage interest in the Common Elements as determined under Section 5.01 that is appurtenant to such Benefiting Unit and the denominator of which is the sum of the percentage interests in the Common Elements that are appurtenant to all Benefiting Units. This Section may not be amended or terminated without the unanimous consent of all Units, and the Upgrade General Assessment for one class of units may not be used for the other class of units.

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

**6.11. Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

## **ARTICLE VII ALTERATIONS AND USE RESTRICTIONS**

### **7.01. Unit Alterations.**

(a) A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this

Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the combined Percentage Interests of such units as set forth in Section 5.01 above.

## **7.02. Separation, Merger, and Boundary Relocation.**

Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(A) In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the “Resulting Unit”), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.

(B) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the “Original Unit”) shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.

(C) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined Percentage Interests of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(D) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

**7.03. Use and Restrictions on Use of Unit.** Units A and B shall be used for office, commercial, service, or retail purposes, and Units C and D shall only be used for single-family residential purposes, unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for “single-family residential purposes” if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. The foregoing restriction for Units C and D shall not be construed in such a manner as to prohibit a Unit Owner of Units C and D from:

- (a) maintaining his or her personal professional library in his or her Unit;
- (b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit;  
or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

**7.04. Nuisances.** No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 8.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

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

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

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

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

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

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

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

require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 7.05 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

**7.06. Signs.** Units A and B shall only display a sign of their business in the area provided by the Declarant that is described in Exhibit C. No signs of any kind, other than those provided by the Declarant for Units A and B, shall be displayed to the public view on any Units without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

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

**7.08. Storage.** Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

**7.09. Pets.** Pets are permitted in Units C and D in accordance with the current applicable Rules and Regulations.

**7.10. Landscaping.** Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

## **ARTICLE VIII INSURANCE**

**8.01. Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the

Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article IX.

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

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

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

## ARTICLE IX RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

**9.01. Determination to Reconstruct or Repair.** If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 9.01.

(a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged the damaged portion of the Condominium is less than five

percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 9.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

**9.02. Plans and Specifications.** Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged

Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

**9.03. Responsibility for Repair.** In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 8.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

**9.04. Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 8.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 9.06.

**9.05. Assessments for Deficiencies.** If the proceeds of insurance are insufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

**9.06. Surplus in Construction Funds.** All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

**9.07. Partition and Sale Upon Consent.** If following damage or destruction described in Section 9.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Door County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

**9.08. Mortgagees' Consent Required.** No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

## ARTICLE X CONDEMNATION

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

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 10.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 10.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

**10.02. Determination to Reconstruct Condominium.** Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

**10.03. Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

**10.04. Responsibility for Reconstruction.** In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

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

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

**10.07. Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

**10.08. Partition and Sale Upon Consent.** If, pursuant to Section 10.02, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Door County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

## **ARTICLE XI MORTGAGEES**

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

- (a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
- (b) Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.
- (c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

**11.02. Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article XII of this Declaration, neither Section 11.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

**11.03. Owners of Unmortgaged Units.** Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a “Mortgagee” as well as a “Unit Owner” for purposes of such provision.

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

## **ARTICLE XII AMENDMENT**

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner’s consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Door County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

## **ARTICLE XIII REMEDIES**

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of any controlling jurisdiction to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VI), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or

attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VI. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

#### **ARTICLE XIV GENERAL**

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

**14.02. Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 6.04. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association

and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

**14.03. Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 14.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

**14.05. Access to Condominium by the Declarant and Owners of Unbuilt Units.** During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

**14.06. Resident Agent.** The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Allen Gokey, 5776 Ledge Crest Road, De Pere, WI 54115-8760. The resident agent may be changed by the Association in any manner permitted by law.

**14.07. Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

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

**14.09. Disclosure Regarding Warranties.** The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and

merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this \_\_\_\_ day of April, 2016.

PACKERLAND BUILDERS, LLC

By: \_\_\_\_\_  
Name: Allen Gokey  
Title: Managing Member

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF BROWN    )

On this \_\_\_\_ day of April, 2016, Allen Gokey, to me personally known and being first sworn, acknowledged that he signed the above document for the purposes recited therein.

\_\_\_\_\_  
Stephen M. Ferris  
Notary Public, State of Wisconsin  
My Commission is permanent.

This document drafted by:

Attorney Stephen M. Ferris  
2093 Lost Dauphin Road  
De Pere, WI 54115

**EXHIBT A**  
**LEGAL DESCRIPTION**

All of Lot 2, Volume 17 of Certified Survey Map, Page 304, Map Number 2910, being part of Lots 1 and 2, Block 2, Village of Sister Bay Assessors Plat No. 1, being part of Section 5, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Said parcel contains 10,292 square feet or 0.236 acres of land more or less.

**EXHIBIT B**  
**CONDOMINIUM PLAT**

**EXHIBT C  
SIGNAGE**

**RULES AND REGULATIONS  
OF THE ASSOCIATION**

The following rules and regulations are adopted by Parkview Condominium Association of Sister Bay, Inc. (the "Association") for the purpose of assuring that the Condominium is operated in an efficient and orderly manner so as to create a pleasant living environment.

**ARTICLE I  
GENERAL**

**1.01. Applicability to All Residents.** All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.

**1.02. Definitions.** All capitalized terms not defined herein shall have the definitions assigned to such terms by the Declaration of Condominium for Parkview Condominium (the "Declaration").

**1.03. Keys and Locks.** The Association shall have the right to retain a passkey to each Unit at all times for the event of emergencies. No Unit Owner shall alter any lock or install a new lock on any door of the Condominium without the prior written consent of the Association. If such consent is given, the Unit Owner shall provide the Association with an additional key for use by the Association pursuant to its rights to access the Units.

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

**ARTICLE II  
APPEARANCE**

**2.01. Hanging of Garments and Window Coverings.** The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets shall be used for window coverings.

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

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

**2.04. Laundry.** No laundry is to be hung on the balcony or in windows for any reason.

**2.05. Limited Common Elements.** All decks and patios open to public view shall be kept in a neat and orderly condition. No personal property shall be stored thereon except for grills and for patio and deck furniture.

**ARTICLE III  
USE RESTRICTIONS**

**3.01. Animals.** Unit Owners of Units C and D shall be allowed to keep up to: (i) two (2) cats or one (1) dog per Unit; (ii) one (1) dog and one (1) cat per Unit; or (iii) subject to a combined weight limit of

fifty (50) pounds, two (2) dogs per unit. No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in a Unit. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. All animals must be registered with the Association and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Unit Owners are responsible for the immediate cleanup of their animals regardless of the circumstances. Unit Owners of Units A and B shall not be able to keep any animals in their Units.

**3.02. Damage to Common Elements.** Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Unit Owner or the person causing such damage.

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

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

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

**3.06. Storage.** The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

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

#### **ARTICLE IV VEHICLE RESTRICTIONS**

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

**4.02. Parking.** Unit Owners shall not be permitted to park their vehicles in any space other their assigned spaces. Unit Owners shall not park, nor shall they permit their families, guests, invitees, or tenants to park on or to block access to, the parking areas of other Unit Owners. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense. Unit Owners shall not leave their vehicles idling in any garages.

**4.03. Service and Recreational Vehicles.** Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be prohibited unless such vehicles are kept in the Unit Owner's assigned parking area. These provisions shall not prohibit temporary parking of such

vehicles for the purpose of loading and unloading. A temporary waiver of these prohibitions may be obtained at the discretion of the Association.

**4.04. Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their Unit and shall not store them in the Common Elements.

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

#### **ARTICLE V AMENDMENTS**

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

#### **ARTICLE VI FINES**

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

- (a) For the first offense in a given twelve-month period: \$100.00.
- (b) For the second offense in a given twelve-month period: \$ 150.00.
- (c) For the third offense in a given twelve-month period: \$250.00.

Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefor by the Association shall accrue a late charge in the amount of \$25.00 for every month the fine is not paid. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

Mill Road

587.3 X

FUTURE CATCH BASIN

587.75 X

PROPERTY LINE

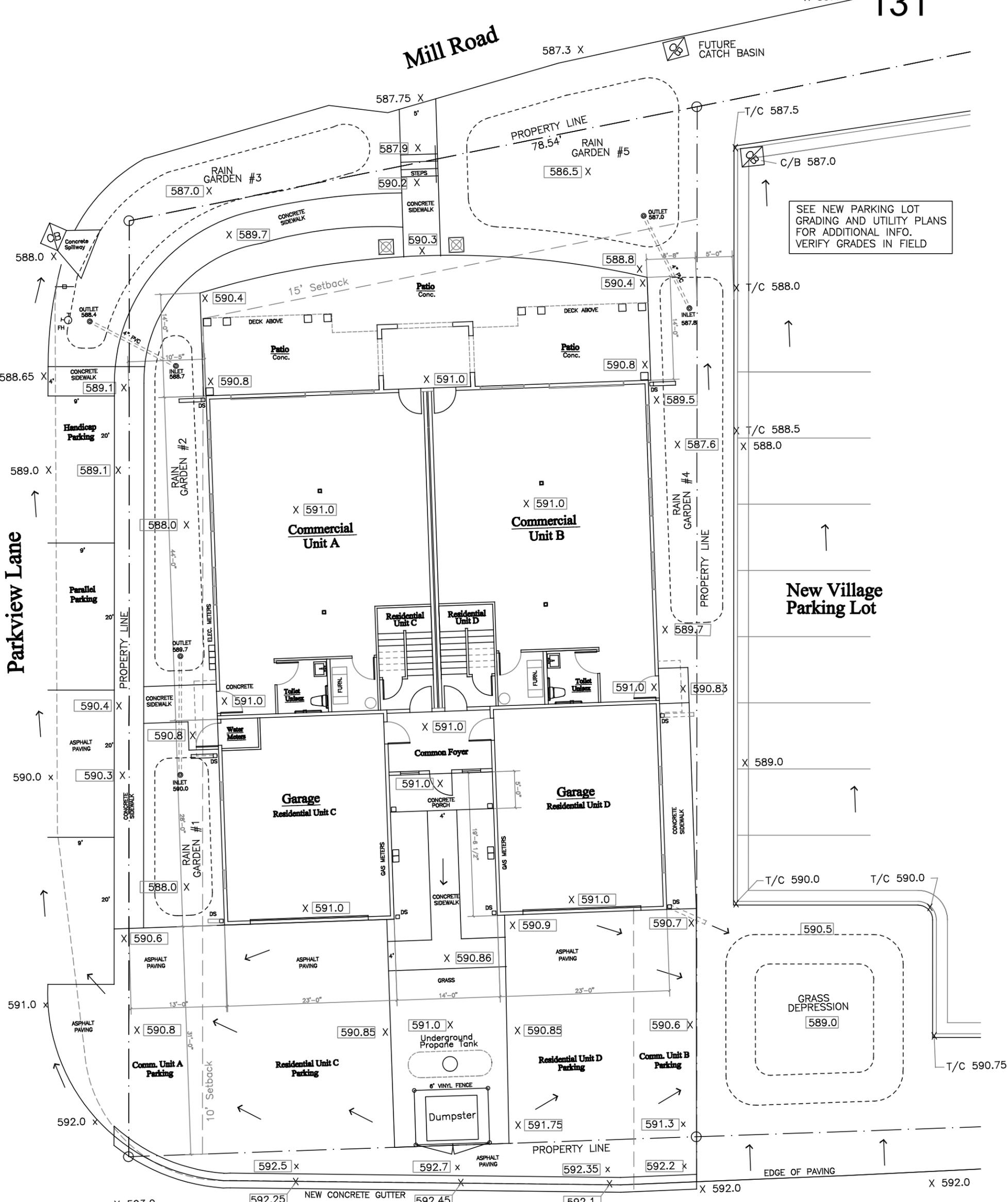
RAIN GARDEN #5

T/C 587.5

C/B 587.0

SEE NEW PARKING LOT GRADING AND UTILITY PLANS FOR ADDITIONAL INFO. VERIFY GRADES IN FIELD

Parkview Lane



New Village Parking Lot

Legend

- Existing Elevations X 587.0
- New Elevations X 587.0
- Existing Top Of Curb X T/C 587.0
- Direction of Flow →

**Total Lot Area :** 10,291 SF

**Ground Floor Building Area :** 4046 SF

**Driveways:** 1899 SF

**Patios:** 998 SF

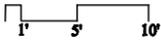
**Sidewalk:** 832 SF

**Total Impervious Surface:** 7816 SF (69.6%)

**80% Total Impervious Surface Allowed :** 10291 SF x .80= 8233 SF Allowed

Parkview Drive

Schematic Site Plan/Grading Plan



Revision	Date	No.
Zoning Permit	4-2-16	1
Scales:		
Date:	6-20-15	
Comm. No.	SIT/PM	
In Charge:		

Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

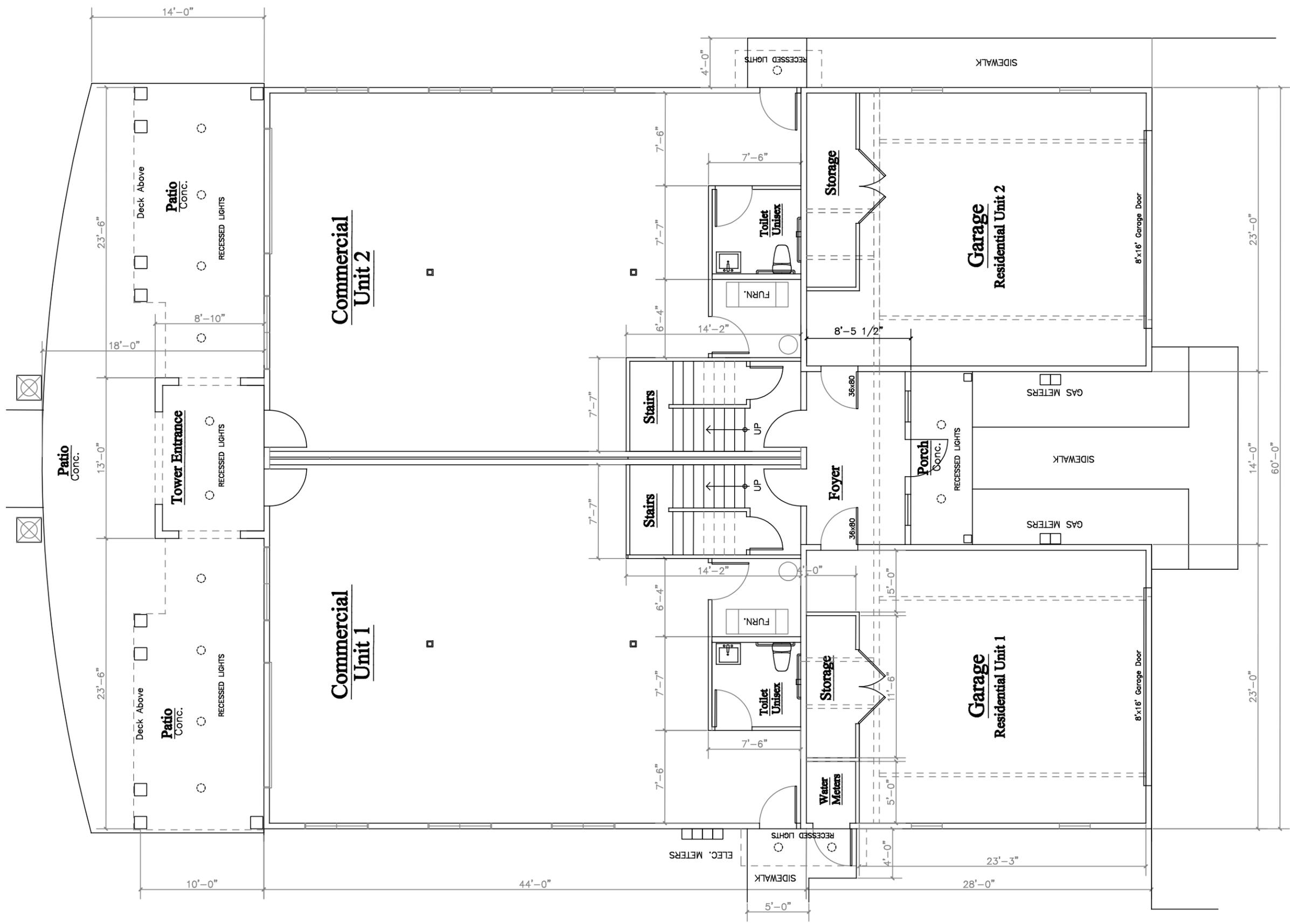
45 Degrees North, LLC  
2925 Sugar Bush Road  
Fish Creek, WI 53212  
630-742-5780

P.O. Box 987  
Sister Bay, WI 54234  
920-256-1062

© COPYRIGHT 2016  
Steven L. Thomas

Design • Build • Develop  
Cottage Homes

SD1



Commercial Unit 1	1204 SF
Commercial Unit 2	1204 SF
Residential Unit 1 Garage	588 SF
Residential Unit 2 Garage	608 SF
Residential Unit 1 Stairs	115.5 SF
Residential Unit 2 Stairs	115.5 SF
Residential Common Foyer	112 SF
Building Common Water	20 SF
<b>Total Ground Floor Area</b>	<b>4045 SF</b>

**Schematic Ground Floor Plan**



1  
SD2



Design • Build • Develop

P.O. Box 987  
Sister Bay, WI 54234  
920 - 256 - 1062

© COPYRIGHT 2016  
Steven L. Thomas

45 Degrees North, LLC

2925 Sugar Bush Road  
Fish Creek, WI 54212  
630 - 742 - 3795

# Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

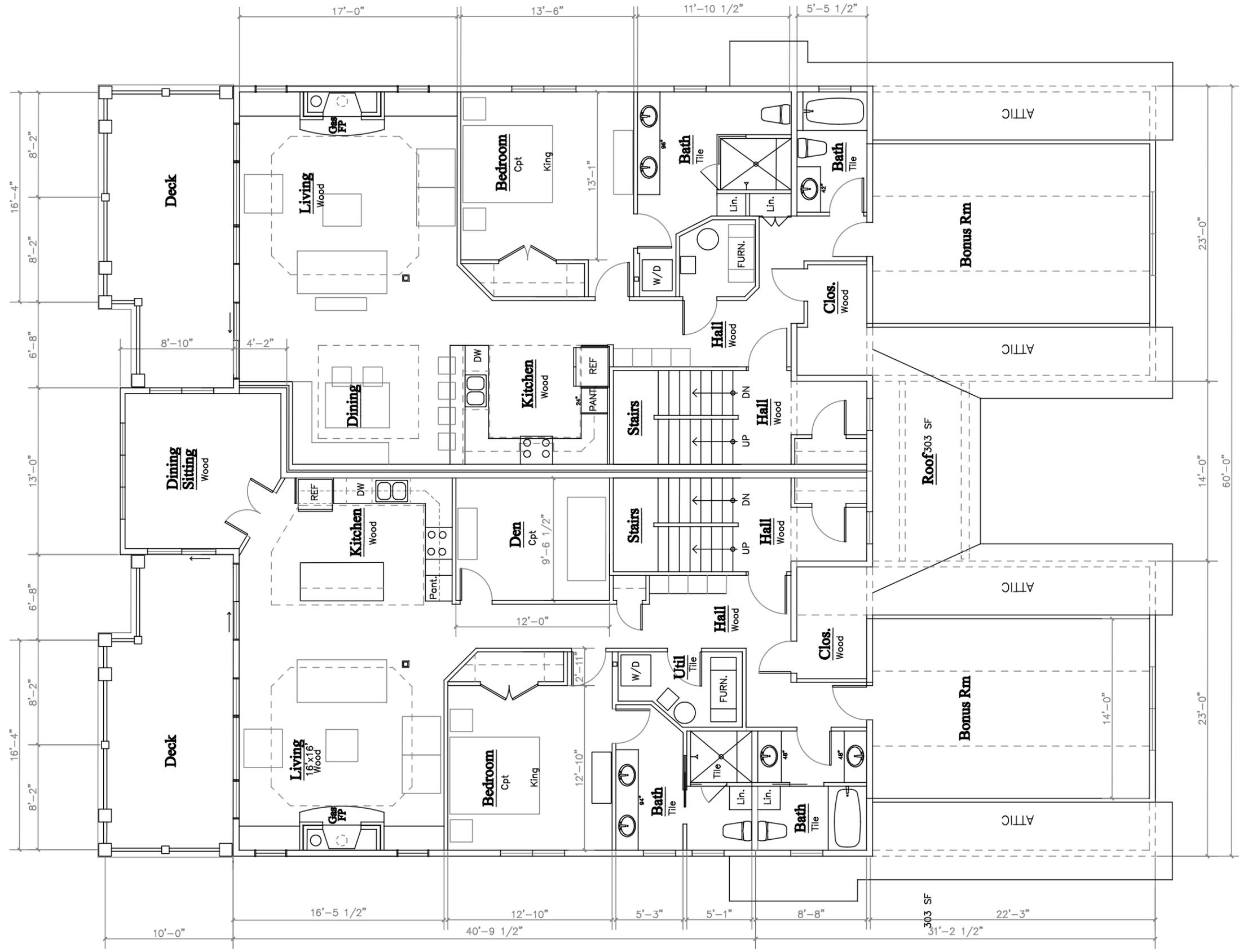
Revision	Date	No.
Planning Submittal	1-26-16	
Planning Submittal	2-23-16	
Zoning Permit	4-2-16	

## Schematic 3rd Floor Plan

Scale:  
Date: 6-20-15  
Comm. No.  
In Charge: SLT,PWM

SD2

132



**Residential Unit 1**

**Residential Unit 2**

**Schematic 2nd Floor Plan**

1 SD3



Residential Unit 1  
1859 SF  
Residential Unit 2  
1700 SF  
Total 2nd Floor Area  
3559 SF

Residential Unit 1 Deck  
230 SF  
Residential Unit 2 Deck  
230 SF

133



P.O. Box 987  
Sister Bay, WI 54234  
920 - 256 - 1062

© COPYRIGHT 2016  
Steven L. Thomas

45 Degrees North, LLC  
2925 Sugar Bush Road  
Fish Creek, WI 54212  
630 - 742 - 3795

**Alan Gokey Development**

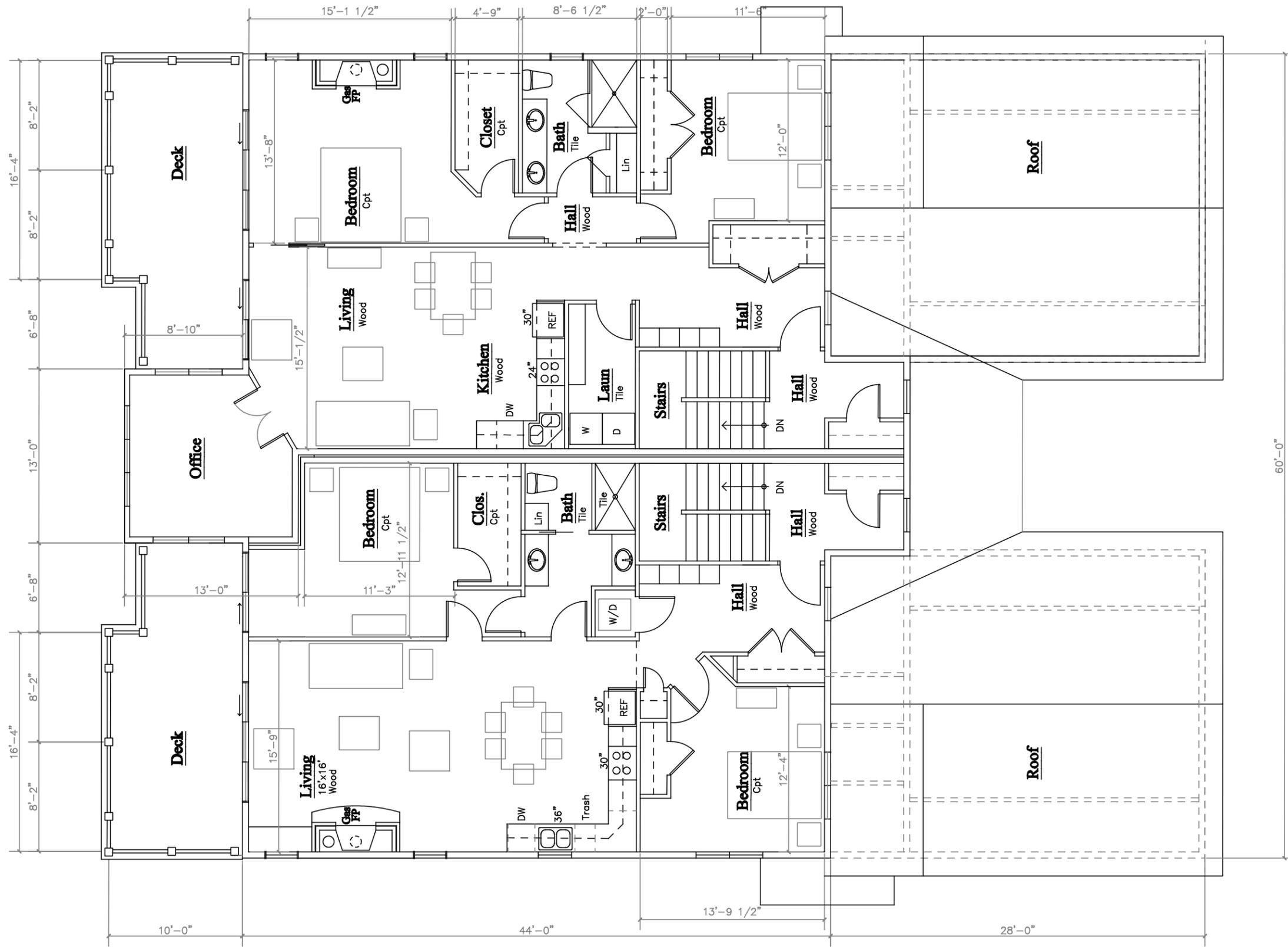
Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

Revision	Date	No.
Planning Submittal	1-26-16	
Planning Submittal	2-23-16	
Zoning Permit	4-2-16	

**Schematic 2nd Floor Plan**

Scale:  
Date: 6-20-15  
Comm. No.  
In Charge: SLT,PWM

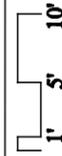
**SD3**



Residential Unit 1

Residential Unit 2

Schematic 3rd Floor Plan



1 SD4

Residential Unit 1  
Residential Unit 2  
Total 3rd Floor Area

1261 SF  
1417 SF  
2678 SF

Residential Unit 1 Deck  
Residential Unit 2 Deck

230 SF  
230 SF

Revision	Date	No.
Planning Submittal	1-26-16	
Planning Submittal	2-23-16	
Planning Submittal	4-2-16	

Schematic 3rd Floor Plan

Scale:  
Date: 6-20-15  
Comm. No.  
In Charge: SLT,PWM

SD4

Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

45 Degrees North, LLC  
2925 Sugar Bush Road  
Fish Creek, WI 54212  
630 - 742 - 3785

© COPYRIGHT 2016  
Steven L. Thomas

P.O. Box 987  
Sister Bay, WI 54234  
920 - 256 - 1062

Design • Build • Develop



**Alan Gokey Development**

Lot 2, Mill Road, Sister Bay, WI  
 Parcel # 002200000

Revision	Date	No.
Planning Submittal	1-26-16	
Planning Submittal	2-22-16	
Zoning Permit	4-2-16	

**Schematic Elevations**

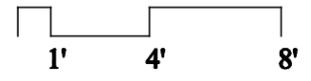
Scale: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comm. No. \_\_\_\_\_  
 in Charge: \_\_\_\_\_

**SD5**



**1 North Elevation**

SD5



**Alan Gokey Development**

Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

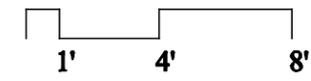
Revision	Date	No.
Planning Submittal	1-26-16	
Planning Submittal	2-22-16	
Zoning Permit	4-2-16	

**Schematic Elevations**

Scale: \_\_\_\_\_  
Date: \_\_\_\_\_  
Comm. No. \_\_\_\_\_  
In Charge: \_\_\_\_\_



**1 South Elevation**  
SD6



SEE SHEET SD5  
FOR TYPICAL EXTERIOR MATERIALS

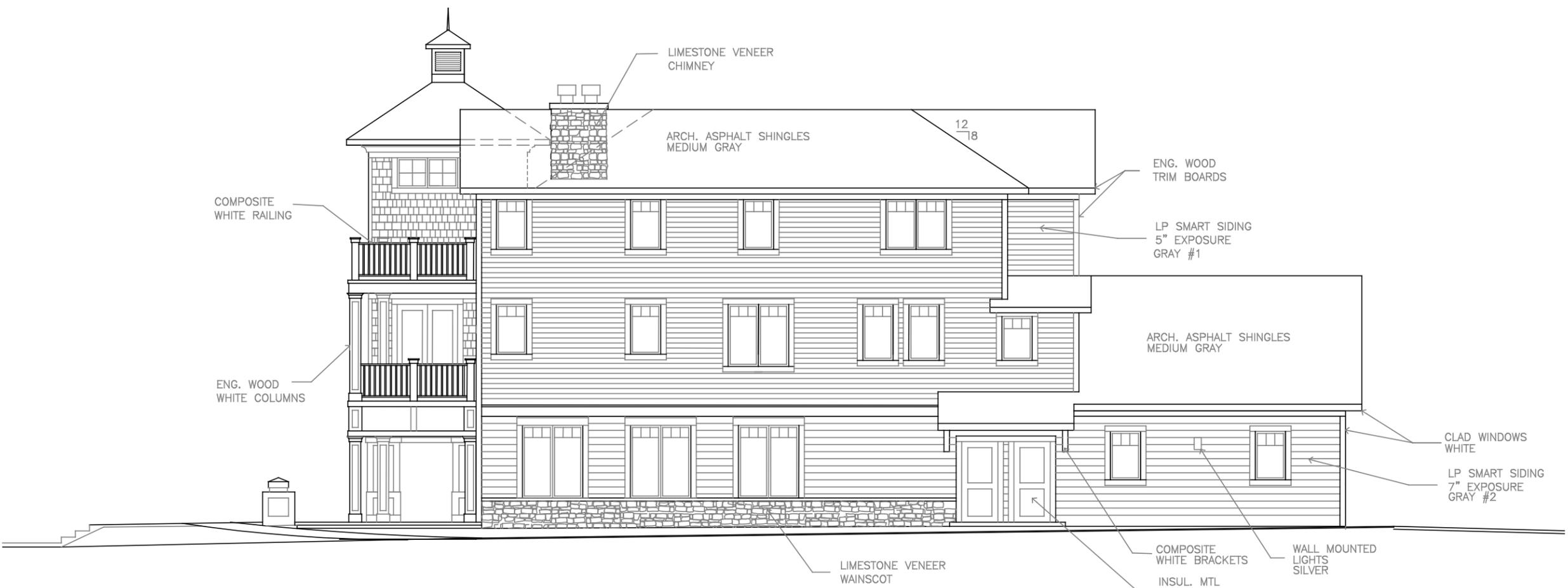
**Alan Gokey Development**

Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

Revision	Date	No.
Planning Submittal	1-28-16	
Planning Submittal	2-22-16	
Zoning Permit	4-2-16	

**Schematic Elevations**

Scale:  
Date: 6-20-15  
Comm. No.  
In Charge: SLT,PWM



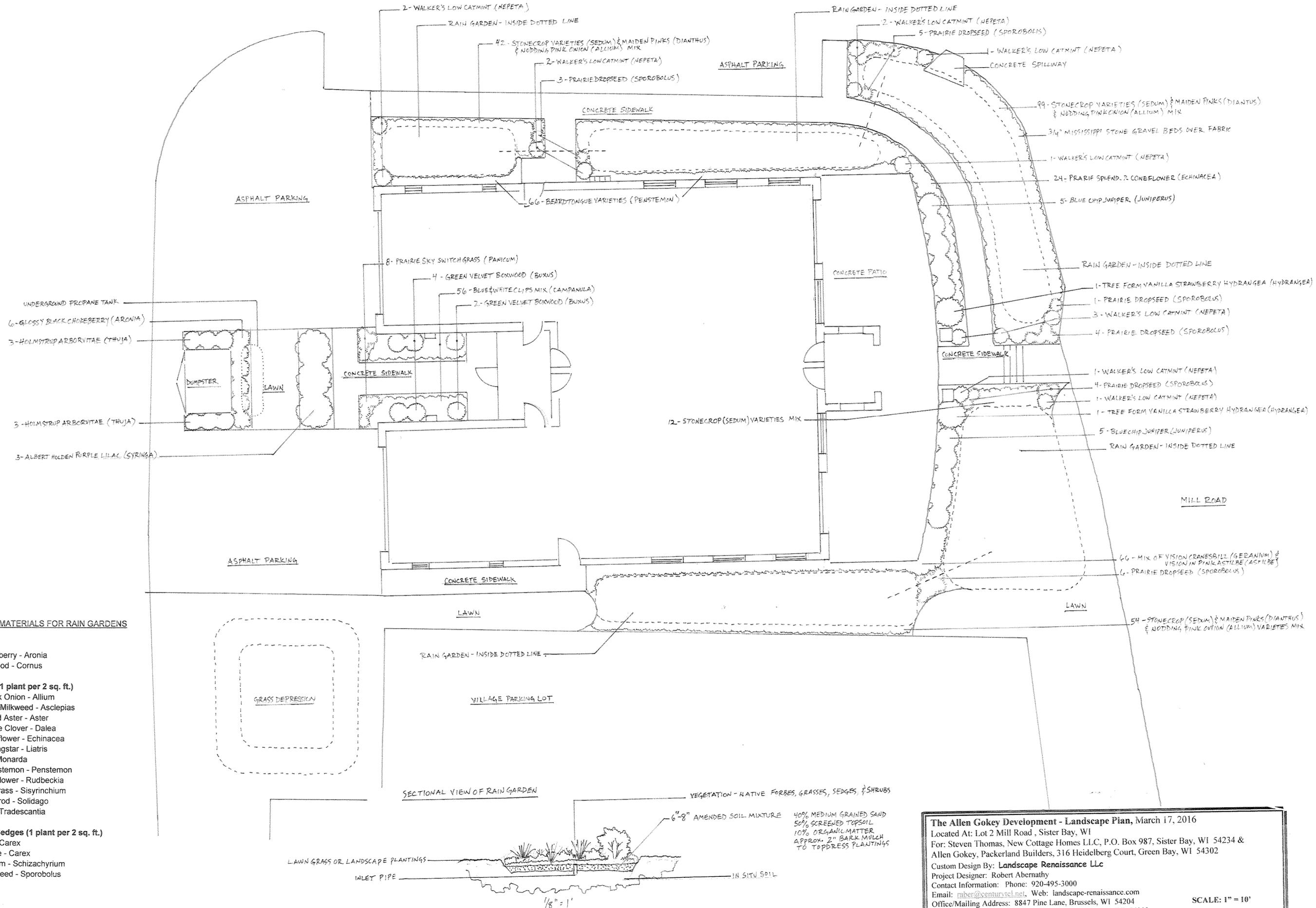
**1 West Elevation**  
SD7  
1' 4' 8'

SEE SHEET SD5  
FOR TYPICAL EXTERIOR MATERIALS



**2 East Elevation**  
SD7  
1' 4' 8'

SEE SHEET SD5  
FOR TYPICAL EXTERIOR MATERIALS



**SPECIFIED MATERIALS FOR RAIN GARDENS**

- Item**
- Shrubs**  
 Black Chockberry - Aronia  
 Isanti Dogwood - Cornus
- Perennials (1 plant per 2 sq. ft.)**  
 Nodding Pink Onion - Allium  
 Red Swamp Milkweed - Asclepias  
 New England Aster - Aster  
 Purple Prairie Clover - Dalea  
 Purple Coneflower - Echinacea  
 Prairie Blazingstar - Liatris  
 Bee Balm - Monarda  
 Smooth Penstemon - Penstemon  
 Sweet Coneflower - Rudbeckia  
 Blue-eyed Grass - Sisyrinchium  
 Ohio Goldenrod - Solidago  
 Spiderwort - Tradescantia
- Grasses & Sedges (1 plant per 2 sq. ft.)**  
 Fox Sedge - Carex  
 Prairie Sedge - Carex  
 Little Bluestem - Schizachyrium  
 Prairie Dropseed - Sporobolus

**The Allen Gokey Development - Landscape Plan, March 17, 2016**  
 Located At: Lot 2 Mill Road, Sister Bay, WI  
 For: Steven Thomas, New Cottage Homes LLC, P.O. Box 987, Sister Bay, WI 54234 & Allen Gokey, Packerland Builders, 316 Heidelberg Court, Green Bay, WI 54302  
 Custom Design By: **Landscape Renaissance LLC**  
 Project Designer: Robert Abernathy  
 Contact Information: Phone: 920-495-3000  
 Email: [raber@centurvetel.net](mailto:raber@centurvetel.net), Web: [landscape-renaissance.com](http://landscape-renaissance.com)  
 Office/Mailing Address: 8847 Pine Lane, Brussels, WI 54204  
 Shop Address: 920 N. Broadway, Green Bay, WI 54303  
**SCALE: 1" = 10'**  
 This plan is the property of Landscape Renaissance. Information contained in this plan may not be used or reproduced without the permission of Landscape Renaissance LLC. Thank You.

