



Village of Hobart  
Village Office 2990 S. Pine Tree Rd, Hobart, WI  
[www.hobart-wi.org](http://www.hobart-wi.org) - [www.buildinhobart.com](http://www.buildinhobart.com)

Notice is hereby given according to State Statutes that the **PLANNING AND ZONING COMMISSION** of the Village of Hobart will meet on Wednesday August 10<sup>th</sup> 2022 at 5:30 PM in the Village Office. **NOTICE OF POSTING:** Posted this 5<sup>th</sup> day of August, 2022 at the Hobart Village Office, 2990 S. Pine Tree Rd and on the village's website.

## **MEETING NOTICE – PLANNING AND ZONING COMMISSION**

**Date/Time: Wednesday August 10<sup>th</sup> 2022 (5:30 P.M.)**

**Location: Village Office, 2990 South Pine Tree Road**

### **ROUTINE ITEMS TO BE ACTED UPON:**

1. Call to order/Roll Call.
2. Certification of the open meeting law agenda requirements and approval of the agenda
3. Approval of Minutes – July 13<sup>th</sup> 2022 (Page 2)
4. Public Comment on Non-Agenda Items

### **ACTION ITEMS**

#### **5. DISCUSSION AND ACTION – Rezoning of Parcel HB- 1449, 1590 Park Dr., from R-1: Residential District R-2-R: Rural Residential District:**

The property owner is proposing to rezone parcel HB-1449 located at 1590 Park Dr. from R-1: Residential District R-2-R: Rural Residential District. The lot is currently developed with a residential structure and a change to the R-2-R: Rural Residential District would maintain compliance with the Village Zoning Code based on the minimum lot size.

#### **6. DISCUSSION AND ACTION – Rezoning of Parcel HB- 645-3, 4547 Country Aire Ct, from R-2: Residential District to A-1: Agricultural District:**

The property owner is proposing to rezone parcel HB-645-3 located at 4547 Country Aire Ct. from R-2: Residential District to A-1: Agricultural District. The parcel is 5.005 acres and would be in compliance with the Village Zoning Code based on the minimum lot size, which is a minimum of 5 acres.

#### **7. DISCUSSION AND ACTION – Consider Conditional Use Permit for a second accessory structure of an additional 416 square feet at HB-1694-25, 3792 Rolling Meadows Rd:**

The current property owners, Casey & Rana Chrudimsky, are proposing to construct a second accessory structure of an additional 416 square feet on their property. Being that the property currently has a 384 square foot (16'x24') accessory building (detached storage building), this request would consist of a Conditional Use Permit as the new accessory structure would not conform to the requirements identified in the zoning code.

#### **8. DISCUSSION AND ACTION – Rezoning of Parcel HB-550-3, 4758 Forest Rd. from A-1: Agricultural District to R-1: Residential District with a R-7: Planned Unit Development Overlay District (Page 3)**

The Applicant, on behalf of their client, is requesting that the property located 4758 Forest Rd. (parcel HB-550-3) be rezoned from A-1: Agricultural District to R-1: Residential District with a R-7: Planned Unit Development Overlay District to allow for the construction of multiple single-family residential dwellings. This property is currently owned by the Village of Hobart and the potential developer has an option to purchase with the Village.

### **6. ADJOURN**

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Aaron Kramer, Village Administrator

COMMISSION MEMBERS: Rich Heidel (Chairperson), Dave Dillenberg (Vice-Chairperson), Jeff Ambrosius, Tom Dennee, David Johnson, Bob Ross, John Rather

**NOTE:** Page numbers refer to the meeting packet. All agenda and minutes of Village meetings are online: [www.hobart-wi.org](http://www.hobart-wi.org). Any person wishing to attend, who, because of disability requires special accommodations, should contact the Village Clerk-Treasurer at 920-869-1011 with as much advanced notice as possible. Notice is hereby given that action by the Board may be considered and taken on any of the items described or listed in this agenda. There may be Board members attending this meeting by telephone if necessary.



**Village of Hobart Planning & Zoning Commission Minutes**  
**Hobart Village Office; 2990 S. Pine Tree Rd, Hobart, WI**  
**Wednesday, July 13, 2022 – 5:30 pm**

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**1. Call to Order, Roll Call:**

The meeting was called to order by Rich Heidel at 5:30pm. Roll call: Bob Ross, aye; John Rather, excused; Rich Heidel, aye; Dave Dillenburg, aye; Jeff Ambrosius, aye; Tom Dennee, aye; David Johnson, aye.

**2. Verify/Modify/Approve Agenda:**

Motion by Rich Heidel, seconded by Jeff Ambrosius, to approve the agenda as presented. The motion passed unanimously.

**3. Approval of Planning & Zoning Minutes:**

Motion by Tom Dennee, seconded by Bob Ross, to approve the June 8, 2022 minutes as presented. The motion passed unanimously.

**4. Public Comment on Non-Agenda Items:**

None.

**5. Rezoning of Parcel HB-550-3, 4758 Forest Road, from A-1: Agricultural District to R-1: Residential District with a R-7: Planned Unit Development Overlay District:**

Director of Planning & Code Compliance, Todd Gerbers, presented the rezoning application.

The commission members discussed the application.

Motion by Rich Heidel, second by Tom Dennee, to suspend the rules and open the meeting to the public at 5:58pm. The motion passed unanimously.

The residents in attendance would like the same information the commission discussed.

Motion by Rich Heidel, second by David Johnson, to return to normal order at 6:02pm. The motion passed unanimously.

Motion by Rich Heidel, second by Tom Dennee, to postpone action on the item until the August meeting pending finalization of garbage and recycling management, how to include a shared services agreement, and the police and fire chief approvals. The motion passed unanimously.

**6. Adjourn:**

Motion by Bob Ross, seconded by Jeff Ambrosius, to adjourn at 6:04pm. The motion passed unanimously.



**TO: Planning & Zoning Commission**

**RE: Rezoning of Parcel HB-1449, 1590 Park Dr.  
from R-1: Residential District to R-2-R: Rural  
Residential District**

**FROM: Todd Gerbers, Director of Planning & Code Compliance**

**DATE: August 10, 2022**

**ISSUE:** Consider a request to rezone parcel HB-1449 from R-1: Residential District to R-2-R: Rural Residential District

**RECOMMENDATION:** Staff recommends approval

**GENERAL INFORMATION**

1. Applicants/Agent: Robert & Terri Huntley
2. Owner: Robert S. & Terri A. Huntley Joint Revocable Trust
3. Parcel: HB-1449
4. Zoning: R-1: Residential District

**ZONING REQUIREMENTS**

The property owner is proposing to rezone parcel HB-1449 located at 1590 Park Dr. from R-1: Residential District R-2-R: Rural Residential District. The lot is currently developed with a residential structure and a change to the R-2-R: Rural Residential District would maintain compliance with the Village Zoning Code based on the minimum lot size. This lot is currently 1.539 acres and the minimum lot size for a R-2-R zoned lot is 1 acre. The existing lot meets the Village requirements for both lot width and lot square footage to be rezoned to R-2-R.

**RECOMMENDATION/CONDITIONS**

Staff recommends approval as submitted to rezone parcel HB-1449 from R-1: Residential District to R-2-R: Rural Residential District



- Rezoning Review
- Conditional Use Permit Review
- Planned Development Review
- CSM/Plat Review

Village of Hobart  
 Dept of Planning & Code  
 Compliance  
 2990 S Pine Tree Rd  
 Hobart WI 54155  
 Phone: (920) 869-3809  
 Fax: (920) 869-2048

**APPLICANT INFORMATION**

Petitioner: Robert and Terri Huntley Date: 8/3/2022  
 Petitioner's Address: 1590 Park Drive City: Green Bay State: WI Zip: 54313  
 Telephone #: 920-366-4235 Email: rhuntley@new.rr.com

Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer

Petitioner's Signature (required): \_\_\_\_\_ Date: 8/3/2022

**OWNER INFORMATION**

Owner(s): Robert S. and Terri A. Huntley Joint Revocable Trust Date: 8/3/2022  
 Owner(s) Address: 1590 Park Drive City: Green Bay State: WI Zip: 54313  
 Telephone #: 920-366-4235 Email: rhuntley@new.rr.com

Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: [Signature] Date: 8/3/2022

**SITE INFORMATION**

Address/Location of Proposed Project: 1590 Park Drive Parcel #: HB- 1449

Proposed Project Type: re-zone to R2R

Current Use of Property: Residential Zoning: R1

Land Uses Surrounding Site:  
 North: Residential  
 South: Golf course  
 East: Residential  
 West: Residential

**\*\*Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- > Application fees are due at time of submittal. Make check payable to Village of Hobart.
- > Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE



# Village of Hobart Zoning - 1590 Park Dr.




CITY OF GREEN BAY

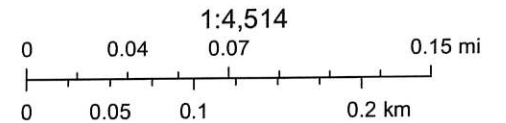
8/5/2022, 9:49:02 AM

Zoning

 A-1: Agricultural District

 R-1: Residential District

 Proposed R-2-R: Rural Residential District













Brown County, Robert E. Lee & Associates, Inc.

Village of Hobart  
Village of Hobart



Part of Brown County WI

**LEGEND / KEY**

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at:  
[tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)

Map printed  
 8/5/2022



1:1,800

1 inch = 150 feet\*

1 inch = 0.0284 miles\*

\*original page size is 8.5" x 11"

*Appropriate format depends on zoom level*

This is a custom web map created by an online user of the GIS map services provided by the

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 Planning & Land Services  
 Department**



(920) 448-6480

[www.browncountywi.gov](http://www.browncountywi.gov)







**TO: Planning & Zoning Commission**

**RE: Rezoning of Parcel HB-645-3, 4547 Country Aire Ct. from R-2: Residential District to A-1: Agricultural District**

**FROM: Todd Gerbers, Director of Planning & Code Compliance**

**DATE: August 10, 2022**

**ISSUE:** Consider a request to rezone parcel HB-645-3 from R-2: Residential District to A-1: Agricultural District

**RECOMMENDATION:** Staff recommends approval

**GENERAL INFORMATION**

1. Applicants/Agent: Debrael Behm
2. Owner: Debrael Behm
3. Parcel: HB-645-3
4. Zoning: R-2: Residential District

**ZONING REQUIREMENTS**

The property owner is proposing to rezone parcel HB-645-3 located at 4547 Country Aire Ct. from R-2: Residential District to A-1: Agricultural District. The lot is currently developed with a residential structure and the property owner has raised horses there since the late 1970's. This property was originally zoned A-1 and back in approximately 1982, all the lots along Country Aire Ct. were rezoned to R-2. A change to the A-1: Agricultural District would bring the property back into conformance with the past and current uses. The parcel is 5.005 acres and would be in compliance with the Village Zoning Code based on the minimum lot size, which is a minimum of 5 acres. The property owner has a letter (copy attached) from past Town Chairman Alvin Gerrits and Town legal counsel dated September 9, 1982, stating that the current use could remain as a legal non-conforming use. A rezoning from R-2 to A-1 would bring the property in to conformance with Village Codes relating to uses on the property.

**RECOMMENDATION/CONDITIONS**

Staff recommends approval as submitted to rezone parcel HB-645-3 from R-2: Residential District to A-1: Agricultural District





- Rezoning Review
- Conditional Use Permit Review
- Planned Development Review
- CSM/Plat Review

Village of Hobart  
 Dept of Planning & Code  
 Compliance  
 2990 S Pine Tree Rd  
 Hobart WI 54155  
 Phone: (920) 869-3809  
 Fax: (920) 869-2048

**APPLICANT INFORMATION**

Petitioner: Debrael Behm Date: \_\_\_\_\_  
 Petitioner's Address: 4547 Country Aire Ct. City: Oneida State: WI Zip: 54155  
 Telephone #: 920 865 7223 Email: Debrael777@new.ric.com  
 Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer  
 Petitioner's Signature (required): Debrael Behm Date: 8-5-22

**OWNER INFORMATION**

Owner(s): Debrael Behm Date: 8-5-22  
 Owner(s) Address: 4547 Country Aire Ct. City: Oneida State: WI Zip: 54155  
 Telephone #: 920 865 7223 Email: Debrael777@new.ric.com  
 Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature: Debrael Behm Date: 8-5-22

**SITE INFORMATION**

Address/Location of Proposed Project: 4547 Country Aire Ct. Parcel #: HB- 645-3  
 Proposed Project Type: \_\_\_\_\_  
 Current Use of Property: Home and Farmette Zoning: R-2  
 Land Uses Surrounding Site:  
 North: Kleppok 5 acres  
 South: Peterson 5 acres  
 East: Klopotik 5 acres  
 West: Oneida Tribal Acres Wetland Mitigation

**\*\*Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

Pd. Cash  
 \$ 225  
 8/5/22

**KAFTAN, KAFTAN, KAFTAN, VAN EGEREN, OSTROW, GILSON & GEIMER, s. c.**

ATTORNEYS AND COUNSELORS AT LAW

200 SOUTH MONROE AVENUE

GREEN BAY, WIS. 54301-4093

ROBERT A. KAFTAN  
1878-1944  
J. ROBERT KAFTAN  
ARTHUR KAFTAN  
FRED F. KAFTAN  
JAMES L. VAN EGEREN  
WINSTON A. OSTROW  
JEFFREY J. GILSON  
ROBERT H. GEIMER  
LISE LOTTE GAMMELTOFT

TELEPHONE  
437-7134  
AREA CODE 414

September 9, 1982

Mr. Alvin Gerrits  
Chairman, Town of Hobart  
540 Acorn Drive  
Oneida, WI 54155

Dear Mr. Gerrits:

Recently you telephoned with a couple of questions requiring my comments. The first deals with a proposal that a certain area of the Town be rezoned from agricultural to R-2. Apparently such a change would cause certain uses within the present agricultural district to become nonconforming. For example, apparently one or more persons in that area keep horses or cattle on their property which would not be permitted under an R-2 district. Of course, such a use would become nonconforming once the ordinance was changed. As you understand, such a change in the ordinance would not prohibit the continuation of the nonconforming use. However, as stated in your ordinance at Article XVIII, if such nonconforming use is discontinued or terminated for a period of 12 months any future use shall conform to the provisions of the ordinance. You had a question concerning to what degree the present use could be changed. Most of the statutory provisions and court cases deal with to what extent buildings and structures can be modified that are nonconforming. This, of course, does not apply in this situation. Although I can find no specific case dealing with the question the general rule does seem to be that an increase in volume, intensity or frequency of a use is not a prohibited expansion of a nonconforming use. Accordingly, as long as the character of the use remains the same, that is, a use of animals for personal use, the number may change up or down without causing a violation of the ordinance. This, as I stated, is not a clear cut proposition but unless the number of animals or the manner of their use changes significantly I would not think that the Town would be in a good position to attempt to require the property owners to maintain the level at the same point it was when the ordinance was passed.

The other question you had deals with a property owner who has apparently constructed a barbed wire fence along his

Mr. Alvin Gerriss  
Town of Hobart, Chairman  
September 9, 1982  
Page Two

property line and all the way to a Town road. Apparently this fence encroaches on the Town right-of-way. In this regard I would call your attention to Section 86.04 of the Wisconsin Statutes, a copy of which is enclosed with this letter. That Section provides for a 30 day notice to the property owner if he has constructed a fence or other encroachment which encroaches upon a highway right-of-way. It also lays out the procedure for giving this notice and for penalties if it is not complied with. I believe that it is important for the Town to remove this fence from the right-of-way in order to avoid any potential liability on the part of the Town. If you need any guidance on the specific contents of the notice after reading this Statute or the method of serving it on the property owner, please contact me.

Very truly yours,

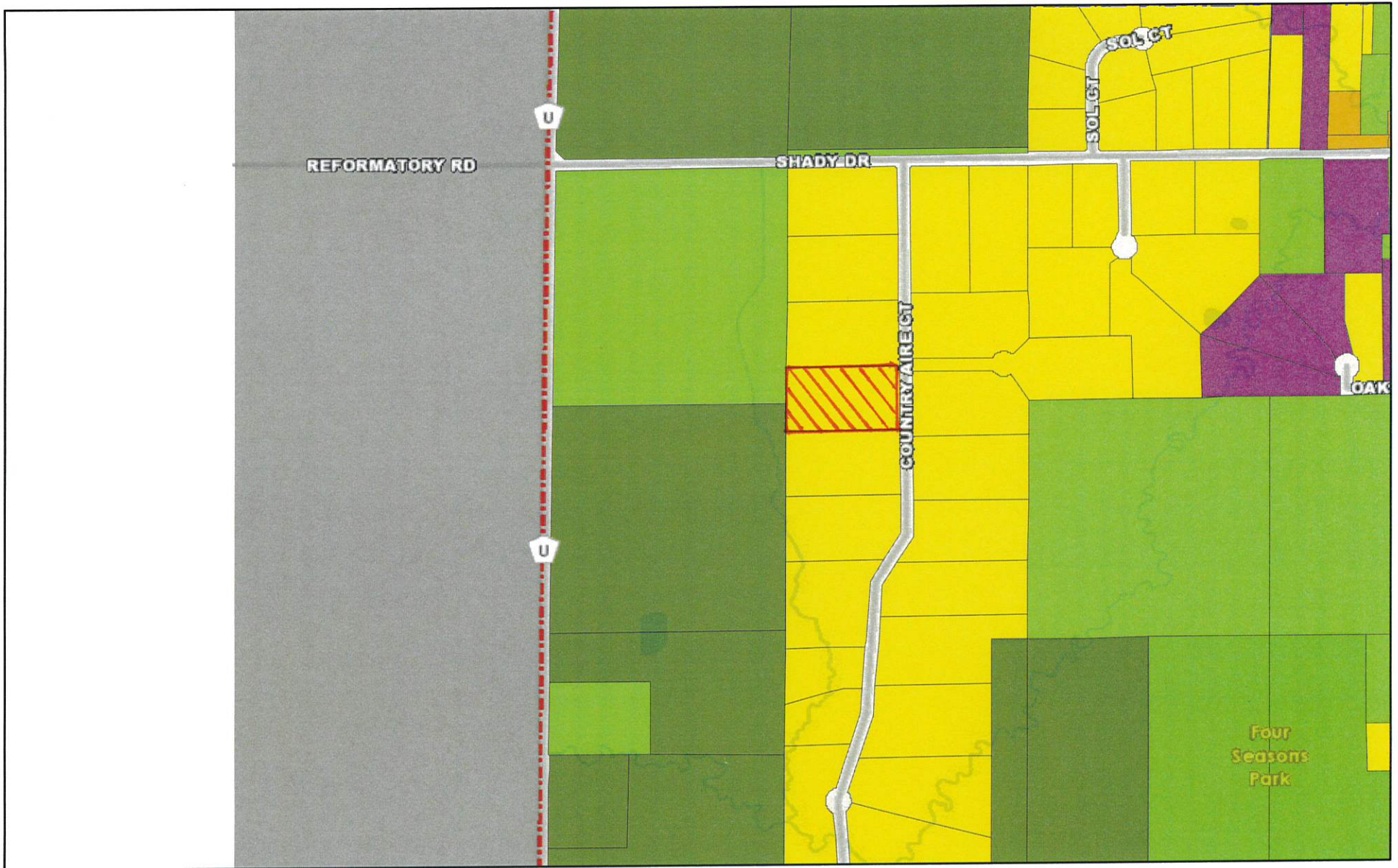
KAFTAN, KAFTAN, KAFTAN, VAN EGEREN,  
OSTROW, GILSON & GEIMER, S.C.

Jeffrey J. Gilson

JJG/cje  
Enclosure

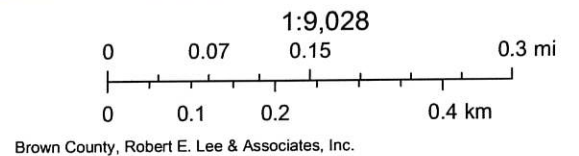


# Village of Hobart Zoning - 4547 Country Aire Ct.



8/5/2022, 11:53:19 AM











- Zoning
- R-2-R: Rural Residential District
  - R-2: Residential District
  - ER: Estate Residential District
  - A-1: Agricultural District
  - A-2: Exclusive Agricultural District





Part of Brown County WI

**LEGEND / KEY**

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
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-  Right of Way line
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[tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)

Map printed  
8/5/2022



1:1,200

1 inch = 100 feet\*

1 inch = 0.0189 miles\*

\*original page size is 8.5" x 11"  
 Appropriate format depends on zoom level

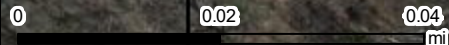
This is a custom web map created by an online user of the GIS map services provided by the

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(920) 448-6480

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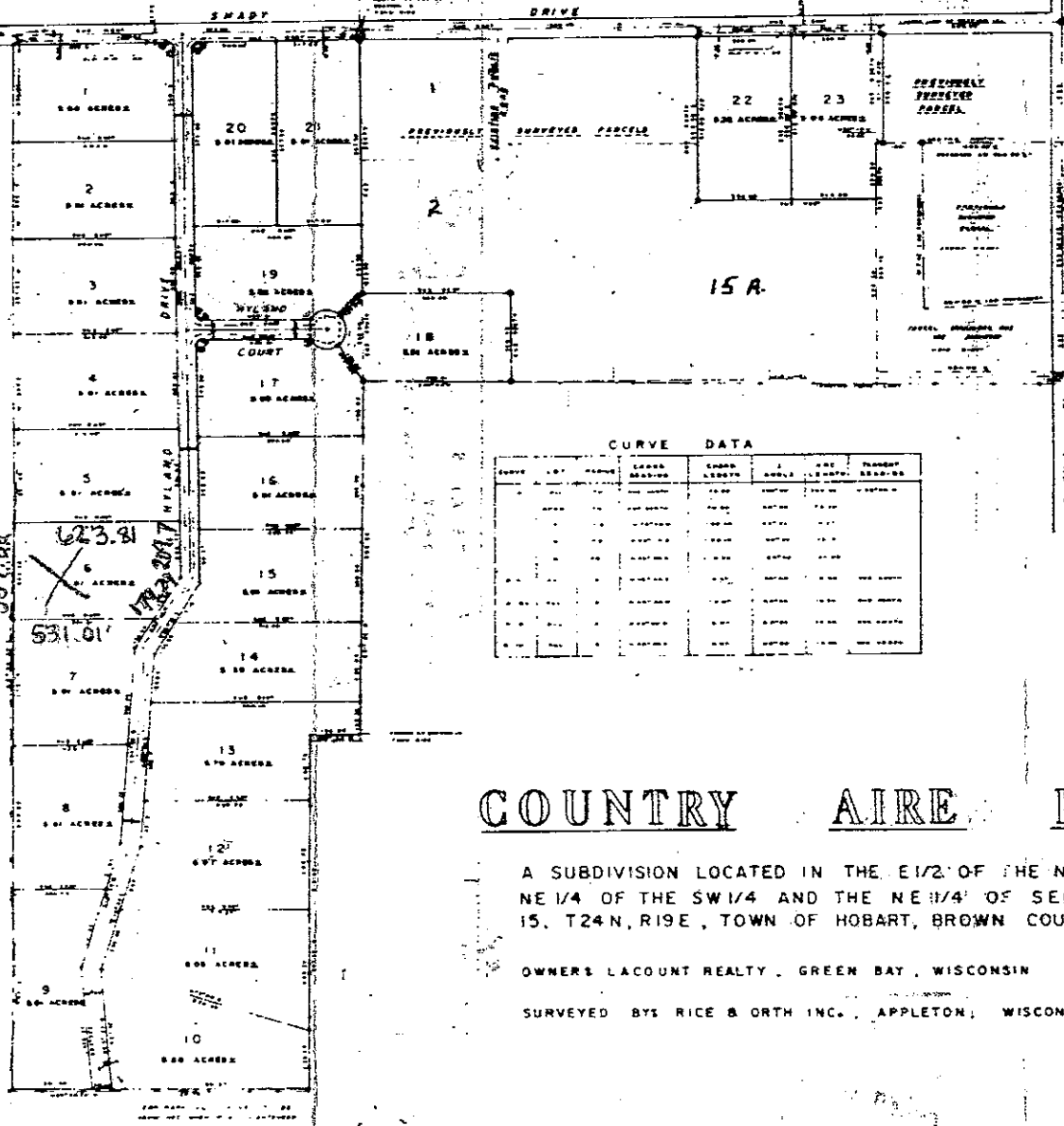
SALE'S PRICE DATE

**LEGEND**

INDICATED BY STEEL BAR OR MARKER  
BY 1/4" DIA. 1" LONG IN THE 1/4"

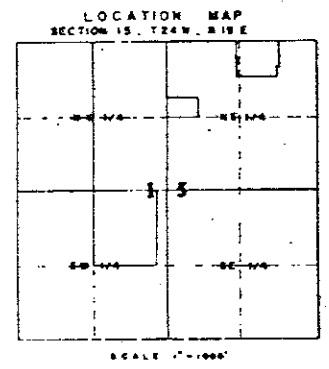
INDICATED BY 1/4" DIA. PIPE  
OR MARKER

INDICATED BY EXISTING PEACE LINE



**CURVE DATA**

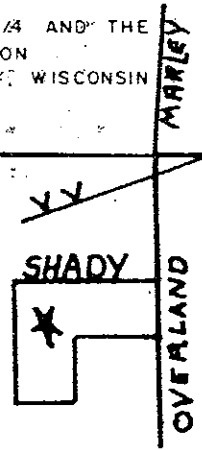
CURVE	PT. OF BEGINNING	LENGTH	ANGLE	PT. OF ENDING	PLANNED ROAD-WAY
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# COUNTRY AIRE ESTATES

A SUBDIVISION LOCATED IN THE E 1/2 OF THE NW 1/4 AND THE NE 1/4 OF THE SW 1/4 AND THE NE 1/4 OF SECTION 15, T24N, R19E, TOWN OF HOBART, BROWN COUNTY, WISCONSIN

OWNER'S LACOUNT REALTY, GREEN BAY, WISCONSIN  
SURVEYED BY RICE & ORTH INC., APPLETON, WISCONSIN



COUNTRY AIRE ESTATES  
 SURVEYED FOR LACOUNT REALTY  
 117 S. CHESTNUT ST., GREEN BAY, WISCONSIN

GREEN BAY

DATE 02/24/74  
 FILE NO. 1  
 P. 001



**TO: Planning & Zoning Commission**

**RE: Conditional Use Permit for Additional Accessory Structure, 3792 Rolling Meadows Rd., HB-1694-25**

**FROM: Todd Gerbers, Director of Planning and Code Compliance**

**DATE: August 10, 2022**

**ISSUE:** Consider Conditional Use Permit to allow for a second accessory structure of an additional 416 square feet on property

**RECOMMENDATION:** Staff recommends conditional approval

**GENERAL INFORMATION**

1. Owner(s)/Petitioner(s): Casey & Rana Chrudimsky (Owner)
2. Agent(s)/Petitioner(s): Owner
3. Address: 3792 Rolling Meadows Rd.
4. Parcel: HB-1694-25
5. Present Zoning: R-2: Residential District

**ANALYSIS:**

The Conditional Use Permit verbiage for such accessory buildings reads as follows:

*Accessory structures and fences which do not conform to the requirements identified elsewhere in this chapter, but which are designed, constructed and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity or use and will not change the essential character of the same area.*

The applicable detached accessory building regulations read as follows:

- *Not More than one such building shall be located on a lot*

**BACKGROUND**

The current property owners, Casey & Rana Chrudimsky, are proposing to construct a second accessory structure of an additional 416 square feet on their property. Being that the property currently has a 384 square foot (16'x24') accessory building (detached storage building), this request would consist of a Conditional Use Permit as the new accessory structure would not conform to the requirements identified in the zoning code. The only condition that would require the CUP would be the request for a second such accessory building on the same lot. The additional square footage combined with the existing accessory building would total 800 square feet which is well below the maximum 2,351 that is allowed for this size property (ordinance allows the building to have a maximum square footage of 1/60<sup>th</sup> the square footage of the total lot area).

This proposed structure is more of a pavilion with a smaller portion for storage and is proposed to be located behind the primary dwelling near the recently constructed pond. With the proposed location of this new building being approximately 370' setback from the roadway, it will be almost completely screened from view from said roadway.

Attached is their conceptual site plan and draft Conditional Use Permit.

## **RECOMMENDATION/CONDITIONS**

With the structure being setback such a distance from the roadway and the total cumulative square footage of both buildings being well under the allowable limit, Staff would support this request for the Conditional Use Permit for this additional 416 square foot accessory structure as proposed with the following conditions:

1. Proposed structure shall be of similar materials as the existing accessory building and the existing dwelling
2. Proposed structure shall be of one story and not to exceed 25' in height from grade



- Rezoning Review
- Conditional Use Permit Review
- Planned Development Review
- CSM/Plat Review

Village of Hobart  
 Dept of Planning & Code  
 Compliance  
 2990 S Pine Tree Rd  
 Hobart WI 54155  
 Phone: (920) 869-3809  
 Fax: (920) 869-2048

**APPLICANT INFORMATION**

Petitioner: Casey & Rana Chrudimsky Date: 07/15/2022  
 Petitioner's Address: 3792 Rolling Meadows Rd City: Hobart State: WI Zip: 54155  
 Telephone #: 920-883-5990 Email: casey@chrudimsky.com

Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer

Petitioner's Signature (required):  Date: 07/15/2022

**OWNER INFORMATION**

Owner(s): Casey & Rana Chrudimsky Date: 07/15/2022  
 Owner(s) Address: 3792 Rolling Meadows Rd City: Hobart State: WI Zip: 54155  
 Telephone #: 920-883-5990 Email: casey@chrudimsky.com

Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature:  Date: 07/15/2022

**SITE INFORMATION**

Address/Location of Proposed Project: 3792 Rolling Meadows Rd Parcel #: HB- 1694-25

Proposed Project Type: Covered Pavilion with Storage

Current Use of Property: Residential Lawn Zoning: R-2

Land Uses Surrounding Site: North: Residential  
 South: Residential  
 East: Residential  
 West: Residential

**\*\*Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.**

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE



**CONDITIONAL USE PERMIT / PLANNED DEVELOPMENT APPLICATIONS**

Briefly explain how the proposed conditional use/development plan will not have a negative effect on the issues below.

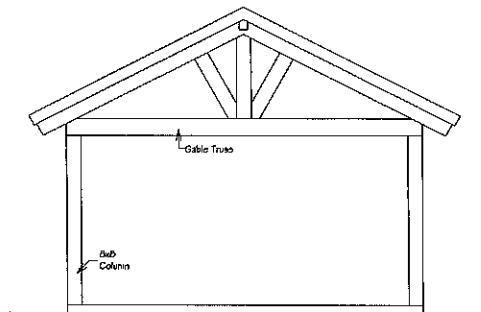
<p><b>1. Health, safety, and general welfare of occupants of surrounding lands.</b> Project occurs entirely within boundary of private property with no public access from surrounding lands.</p>
<p><b>2. Pedestrian and vehicular circulation and safety.</b> The proposed project is for private use only and will not be open to the public, leading to no net increase of vehicle traffic or impact to pedestrians on public right of ways.</p>
<p><b>3. Noise, air, water, or other forms of environmental pollution.</b> The proposed project involves no impact to noise, air, water, or other forms of environmental pollution.</p>
<p><b>4. The demand for and availability of public services and facilities.</b> The proposed project involves no equipment (electrical, natural gas, etc.) that will add additional demand to existing public services.</p>
<p><b>5. Character and future development of the area.</b> The proposed project fits will with the existing layout of the surrounding area. The project will only enhance the value of the subject property. As the subject and adjacent properties are laid out, the proposed project will not impact future development since, at it's proposed location in the subject property, future development is not possible.</p>

### **Project Narrative**

Casey & Rana Chrudimsky own the property of the proposed covered pavilion which is parcel number HB-1694-25 located at 3792 Rolling Meadows Rd, Hobart, WI. The current use of the property is of a private residence. The proposed project of creating a covered pavilion with storage will not change or affect the existing and future use.

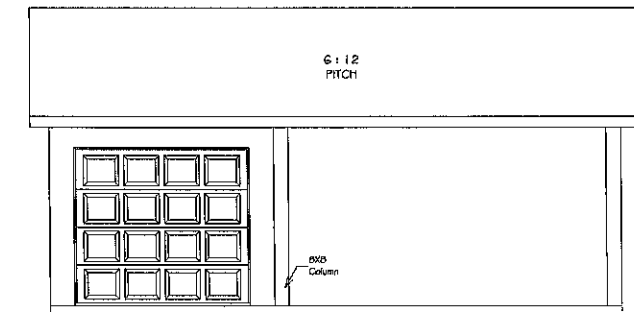
No additional residents, employees, and/or daily customers will be added with this project. No additional dwelling units or parking areas will be added with this project. As a covered pavilion on private property, this project will have no additional effects of noise, hours of operation, glare, odor, fumes, vibration, traffic generation, or other impacts on neighboring properties upon completion. The parcel will remain as private residential.

The project is to build a covered pavilion with storage on an existing concrete pad. The concrete pad is 20x28 feet. The building will be greater than the minimum 10-foot setback away from the neighboring property. The Chrudimsky's will be hiring a builder to construct the project. The structure will match that of the other buildings on the property, using similar building materials. Upon completion, all exposed areas will be seeded and mulched to maintain a residential low-maintenance lawn.



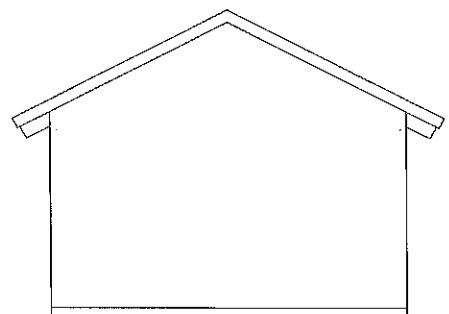
- FRONT ELEVATION -

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



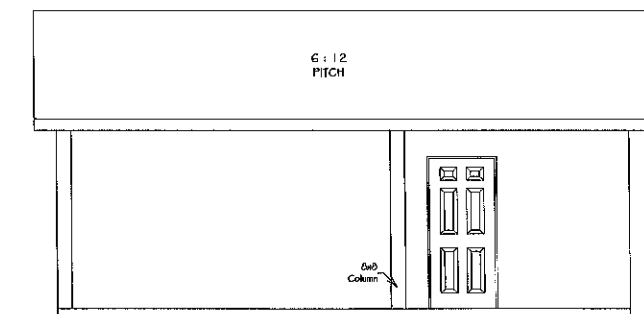
- LEFT ELEVATION -

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



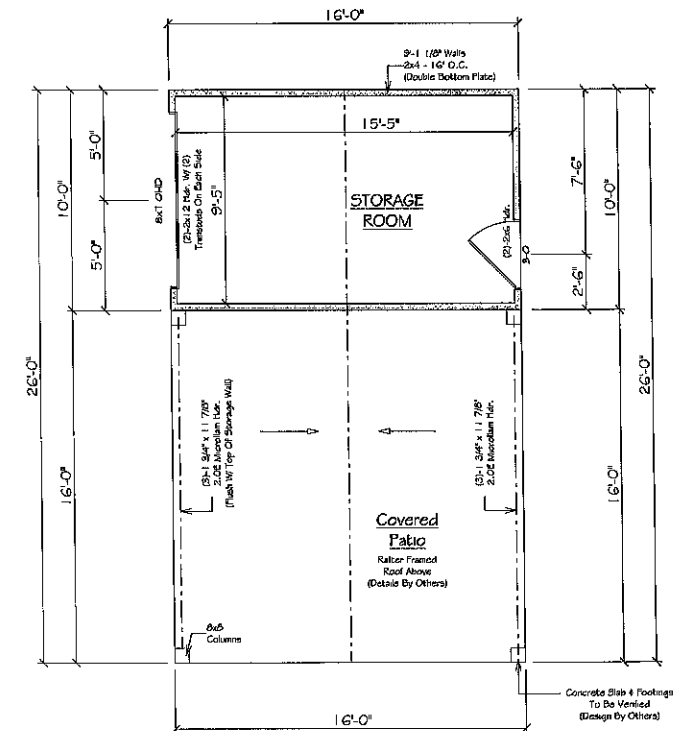
- REAR ELEVATION -

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



- RIGHT ELEVATION -

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



- FLOOR PLAN -

SCALE: 1/4" = 1'-0"  
9-1 1/8" WALL HGT.

SQUARE FOOTAGE	
<b>NON-LIVING AREA</b>	
STORAGE	160 SQ. FT.
COVERED PATIO	256 SQ. FT.

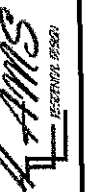
JOB NUMBER:  
999-2207

SCALE: 1/4" = 1'-0"  
DRAWN BY: AMS  
DATE: 19 APRIL 2022

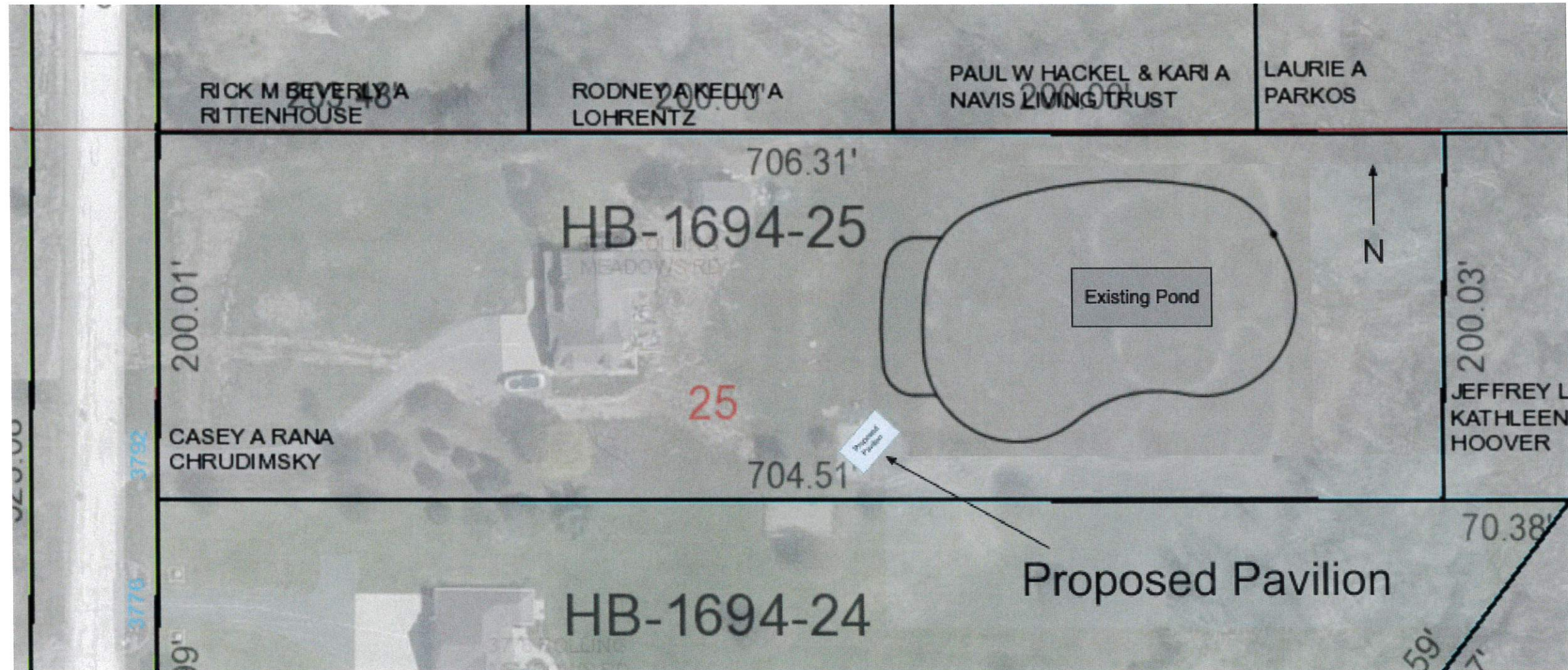
BUILDER/CUSTOMER:  
CHRUDIMSKY

PLAN:  
COVERED PATIO

AMS RESIDENTIAL DESIGN  
AMIE SCHUELKE  
N2802 DOUGLAS ST.  
HORTONVILLE, WI. 54944













Proposed Site Plan





Part of Brown County WI

**LEGEND / KEY**

-  Parcel Boundary
-  Condominium
-  Gap or Overlap
-  "hooks" indicate parcel ownership crosses a line
-  Parcel line
-  Right of Way line
-  Meander line
-  Lines between deeds or lots
-  Historic Parcel Line
-  Vacated Right of Way

A complete map legend (map key) is available at:  
[tinyurl.com/BrownDogLegend](http://tinyurl.com/BrownDogLegend)

Map printed  
 8/5/2022



1:720

1 inch = 60 feet\*

1 inch = 0.0114 miles\*

\*original page size is 8.5" x 11"  
 \*Appropriate format depends on zoom level

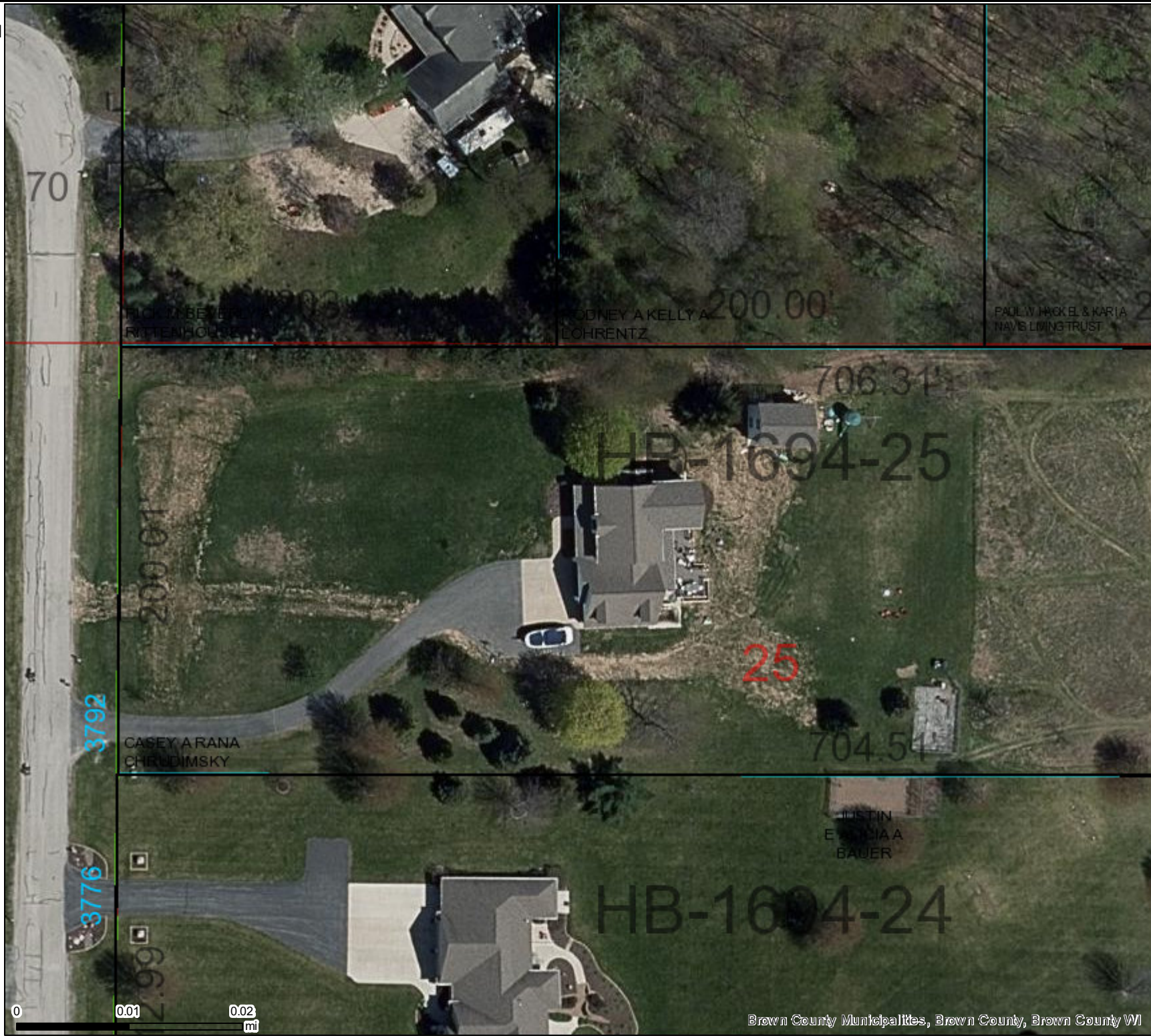
This is a custom web map created by an online user of the GIS map services provided by the

**Brown County Wisconsin  
 Planning & Land Services  
 Department**



(920) 448-6480

[www.browncountywi.gov](http://www.browncountywi.gov)





**TO: Planning & Zoning Commission**

**RE: Rezoning of Parcel HB-550-3, 4758 Forest Rd. from A-1: Agricultural District to R-1: Residential District with a R-7: Planned Unit Development Overlay District**

**FROM: Todd Gerbers, Director of Planning & Code Compliance**

**DATE: August 10, 2022**

**ISSUE:** Consider a request to rezone parcel HB- 550-3, 4758 Forest Rd. from A-1: Agricultural District to R-1: Residential District with a R-7: Planned Unit Development Overlay District

**RECOMMENDATION:** Staff recommends approval

**GENERAL INFORMATION**

1. Applicants/Agent: Mau & Associates, LLP (Steve Bieda)
2. Owner: Village of Hobart
3. Parcel: HB-550-3
4. Current Zoning: A-1: Agricultural District
5. Proposed Zoning: R-1: Residential District with a R-7: Planned Unit Development Overlay District

**ZONING REQUIREMENTS**

The Applicant, on behalf of their client, is requesting that the property located 4758 Forest Rd. (parcel HB-550-3) be rezoned from A-1: Agricultural District to R-1: Residential District with a R-7: Planned Unit Development Overlay District to allow for the construction of multiple single-family residential dwellings. This property is currently owned by the Village of Hobart and the potential developer has an option to purchase with the Village.

This same request was before the Commission back in July 2022 and recommended to be brought back at the August meeting with concerns to be addressed relating to garbage collection, Fire Department approval for access of vehicles and fire hydrant locations, and details on common element agreements and shared services. The applicant has changed the plan to include on-site collection of trash and recycling instead of municipal collection, a copy of a draft Home Owners Association Agreement is attached (different project as any agreement will be drafted and recorded as part of the land division recording), and the comments from the Fire Department will be brought to the meeting for discussion.

With further background on this request, this same property was before the Planning & Zoning Commission back in February of 2022 with a request to rezone to R-6 for the construction of a multi-family development, however, that request was denied by the Village Board at a subsequent meeting. The applicant took the comments and concerns from the public during the meetings and has since changed their development plans to include the construction of six (6) single-family dwellings that would back up to Centennial Centre Blvd. and be accessed by a common driveway from Forest Rd. There will be six separate parcels for the individual dwellings, but there will be common elements that included but not limited to the access drive, storm water management practices, etc. Since the new parcels and dwellings will be smaller in nature, the applicant is requesting to have a Planned Unit Development Overlay (PUD) over the entire parcel. This would require the R-7 Overlay which by ordinance allows the overlay as a Conditional Use. This is very similar to the structure of the Polo Point subdivision which has a R-4 base zoning with the R-7 overlay.

There is a potential second component to this development which, although shown on the preliminary site plan, is not part of this request at this time. That will need to be a secondary request in the future as neither the applicant or the Village has full control over that particular area.

**RECOMMENDATION/CONDITIONS**

Staff recommends approval as submitted to rezone parcel HB-550-3 from A-1: Agricultural District to R-1: Residential District with a R-7: Planned Unit Development Overlay District as illustrated and as noted in the submitted narrative.





- Rezoning Review
- Conditional Use Permit Review
- Planned Development Review
- CSM/Plat Review

Village of Hobart  
 Dept of Planning & Code  
 Compliance  
 2990 S Pine Tree Rd  
 Hobart WI 54155  
 Phone: (920) 869-3809  
 Fax: (920) 869-2048

**APPLICANT INFORMATION**

Petitioner: Steve Bieda Date: 6-30-22  
 Petitioner's Address: 400 Security Blvd Ste 1 City: Green Bay State: WI Zip: 54313  
 Telephone #: 920.434.9670 Email: sbieda@mau-associates.com

Status of Petitioner (Please Check):  Owner  Representative  Tenant  Prospective Buyer

Petitioner's Signature (required): \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER INFORMATION**

Owner(s): Village of Hobart Date: 6-30-22  
 Owner(s) Address: 2990 S Pine Tree Rd City: Hobart State: WI Zip: 54155  
 Telephone #: 920.869.1011 Email: \_\_\_\_\_

Ownership Status (Please Check):  Individual  Trust  Partnership  Corporation

**Property Owner Consent: (required)**

By signature hereon, I/We acknowledge that Village officials and/or employees may, in the performance of their functions, enter upon the property to inspect or gather other information necessary to process this application. I also understand that all meeting dates are tentative and may be postponed by the Neighborhood Services Department for incomplete submissions or other administrative reasons.

Property Owner's Signature:  Date: 7-8-22

**SITE INFORMATION**

Address/Location of Proposed Project: 4758 Forest Rd Parcel #: HB- 550-3  
 Proposed Project Type: Rezone to PDD (R-1 with R-7 overlay)  
 Current Use of Property: Residential Zoning: A-1  
 Land Uses Surrounding Site:  
 North: Highway Corridor  
 South: Residential  
 East: Residential/Vacant Land  
 West: Residential/Vacant Land

\*\*Please note that a meeting notice will be mailed to all abutting property owners regarding your request prior to any Public Hearing.

- Application fees are due at time of submittal. Make check payable to Village of Hobart.
- Please refer to the fee schedule for appropriate fee. FEE IS NON-REFUNDABLE

**CONDITIONAL USE PERMIT / PLANNED DEVELOPMENT APPLICATIONS**

Briefly explain how the proposed **conditional use/development plan** will not have a negative effect on the issues below.

<p><b>1. Health, safety, and general welfare of occupants of surrounding lands.</b> Please See Narrative</p>
<p><b>2. Pedestrian and vehicular circulation and safety.</b> Please See Narrative</p>
<p><b>3. Noise, air, water, or other forms of environmental pollution.</b> Please See Narrative</p>
<p><b>4. The demand for and availability of public services and facilities.</b> Please See Narrative</p>
<p><b>5. Character and future development of the area.</b> Please See Narrative</p>

**KES Excavating PD Rezone Request**

**HB-550-3 at the intersection of Forest and Centennial Centre**



## **Table of Contents**

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## **Narrative**

The existing 1.549-acre parcel has been residential with a single home on the property. It's unique location alongside, mid-block on Centennial Centre has made redevelopment of the currently A1 lot a bit difficult. Past ideas have been a small multi family development on the lot to keep of with the continual demand needs for that specific type of housing. This planned development is seeking a single-family use for 6 residences with a single driveway off Forest Road to service development. Backs of homes will face the road with front of homes facing the private drive. Said drive will be shared with an accompanying request for B1 development at the corner of Forest and Centennial Centre.

Each of the six homes will be single family residential. Conceptual plans for a craftsman and modern farmhouse home have been included with this submittal. While these are not the final building plans (each building plan will still need normal site plan approval like any typical single-family development within the village) the designs will be the basis for which individualized custom tweaking will be done for potential home buyers. The size and scope of the homes calls for 2 bedroom, 2 bath, 2 stall attached garages, with room for 2 driveway parking spaces in each lot. The building sizes will be approximately 1350 feet square feet depending on tweaks to concept plans.

Projecting 2.5 residents per home, about 15 people would be projected to live in new homes.

Each building will maintain their own yards like and driveway like typical single-family homes. An agreement will be made by the B1 property and property owners to maintain the shared driveway and storm water pond.

Each parcel will maintain its own parcel boundaries with landscaping and maintenance, except for said shared driveway and stormwater pond which will have its own separate agreement.

This development and accompanying development work well as a transition between the highly intensive Highway 29 and the growing backbone of the north side of the village with the Centennial Centre corridor. This development will continue to bring needed and wanted single family homes to the village while creating a transition of use from the arterials to the larger lots to the south. Traffic will be handled through said single driveway, eliminating numerous potential points of impact along Centennial Centre and placing them to a single point, well south of the Forest intersection. Traffic addition will be minimal and the overwhelming number of trips will be made going north to Forest and Centennial Center rather than south down Forest as the street fabric of the area works better to go east, west, south, and north unless visiting a home along Forest, Hill, or Crooked Creek.

Lighting will be maintained by individual property owners comparable to any typical single-family standards for a home. No lighting is proposed for the private drive. Single family homes will have HVAC equipment and will be noted during building permit approvals.

Pending zoning approvals, the development will be engineered for the driveway, grading, and stormwater needs.

**Health, safety, and general welfare of occupants of surrounding lands:**

The rezone to PD will allow for continued incremental growth along Centennial Centre/Highway 29 corridor. The rezone will work well with the vacant land in the existing Forest Road and support the continued demand for single family housing by utilizing land and a parcel size which would be difficult to develop

The site is along Centennial Centre and will utilize lands along the corridor which can bring added homes and density along the road. This maintains a light transition from the goals of bringing improvement along Centennial Centre while having a use which complements the existing homes on larger parcels to the south.

**Pedestrian and vehicular circulation and safety:**

One single access point will come off Forest, well away from the intersection with Centennial Centre. That access point will serve accompanying B1 rezone. Having a single ingress/egress off CC, ensures points of conflict are limited to one point, rather than driveways leading on off the arterial road.

**Noise, air, water, or other forms of environmental pollution:**

New development along the Centennial Centre corridor has and will continue to incrementally grow to serve the needs of the greater Hobart area. Stormwater needs will be handled by a pond on the neighboring property. The overwhelming noise pollution in the area comes from highway traffic and building form will act as a barrier to residents to the south. Residents who will purchase homes will have no disillusion of the highway and the noise which resonates. This could be an issue to some potential buyers, but we feel many potential buyers will be content with noise thanks in large part to the desire to be apart of Hobart and the ongoing improvements, business, public spaces, and access along Centennial Centre.

**The demand for and availability of public services and facilities:**

The site will utilize water and sewer along the Centennial Centre. The addition of 6 single family homes will fit well into the large capacity of improved public services in the corridor.

**Character and future development of the area:**

This rezone is submitted in conjunction with a neighboring development for business at the corner. Both developments will work with one another to create a single private drive off Forest and shared stormwater management. A rezone allows for continued incremental growth to substantiate the investments the village has made to grow residential development along Centennial Center.



**Legal Description**

That Part of Lot 6, Section 12, Village of Hobart, Brown County, Wisconsin in SE  $\frac{1}{4}$  of Sec 12-T24N-R19 E described in J3295-26 ex rd ex prt of Centennial Centre Blvd and N1/2 of vacated road described in 2877484.

## **Single Family Residential Statistics**

### Building Sizes

Proposed Concept: Craftsman and Modern

Typical size:

Setbacks:       North (Centennial Centre): 30' Building Setback  
                      South: 30' Building Setback (20' feet from north edge of private drive)  
                      Side Yard: 7'

Max Height: 25'

Floors: Single, at grade entry

### Materials:

Each home to be custom built. Will meet standards set in 295-34(b)

### Onsite Parking

Each residence to have 2 stall attached garage with room to have two stalls outside on the driveway. Additionally, the development will have a visitor parking area off the shared drive

### Lighting

Each home to provide its own lighting which will be noted with individual building permit applications. No extra lighting to be provided in the private shared drive or pond

### Landscaping

Each home will maintain its landscaping for its parcel like a typical single-family home. Area around the pond will be maintained.

### Refuse

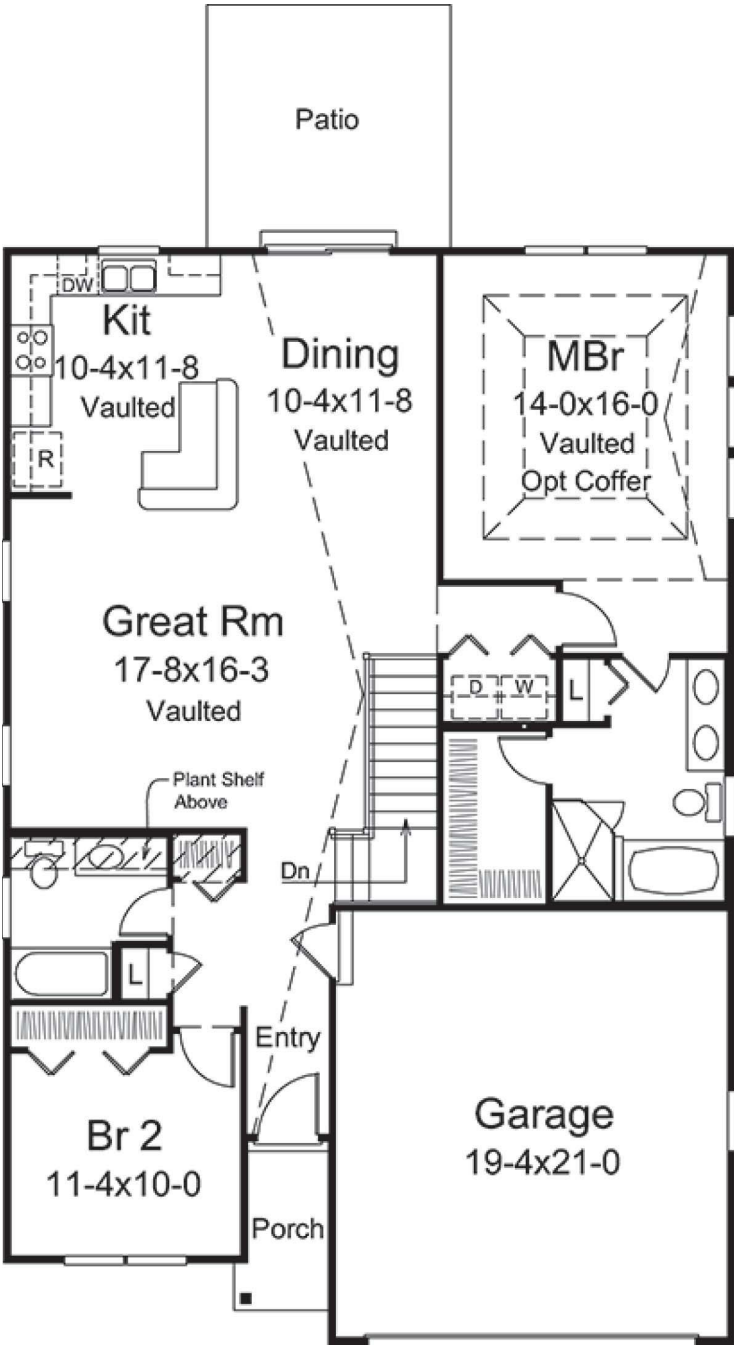
Each home will use Village of Hobart single family refuse day services. Owners will need to take out refuse bins to Forest Road for a designated area for pickup.

### Snow Removal

An agreement between the B1 property and owners must be arranged to allow for removal of snow off the private drive and additional visitor parking stalls. Individual driveways and hardscape for individual homes will be maintained by property owners.

**Residential Design Basis Imagery**

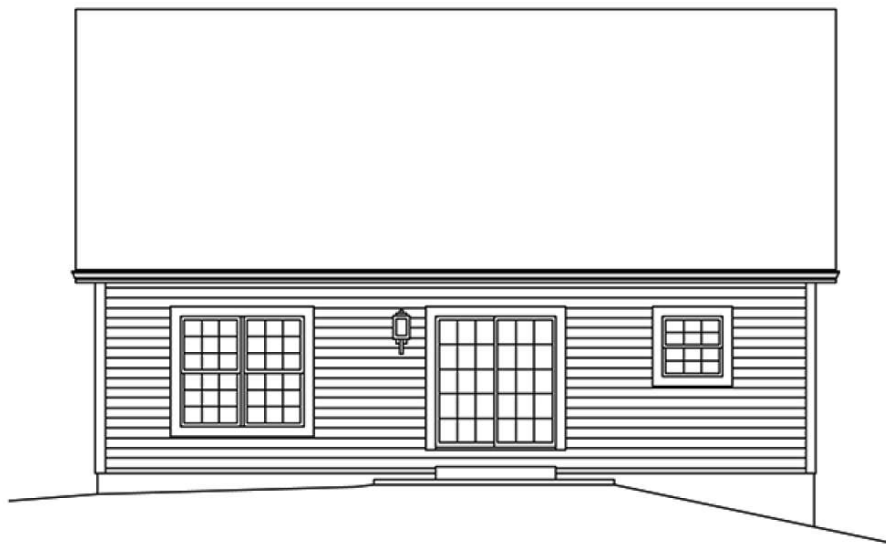
*Craftsman Home*



**Floorplan**

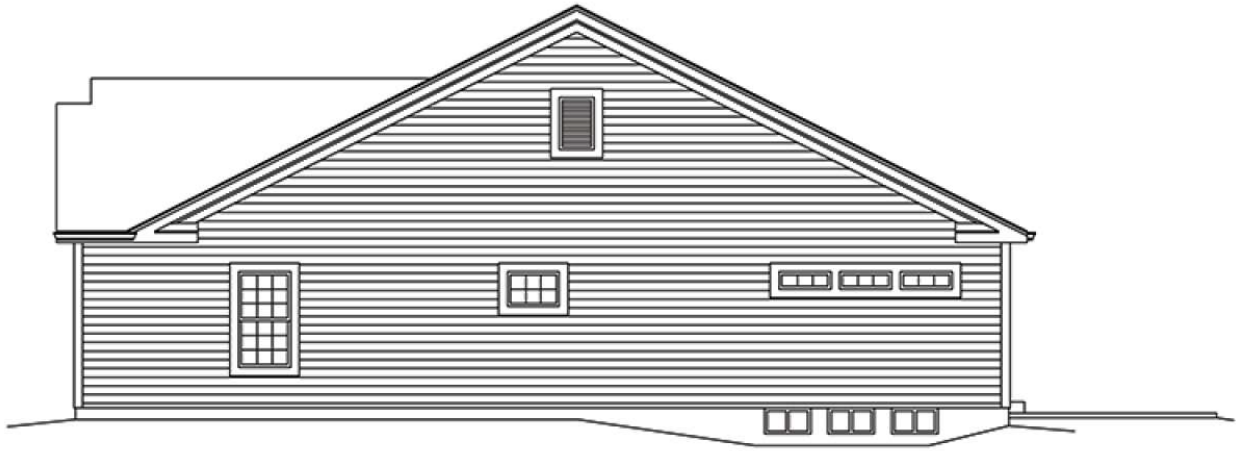


**Front**



**Rear**





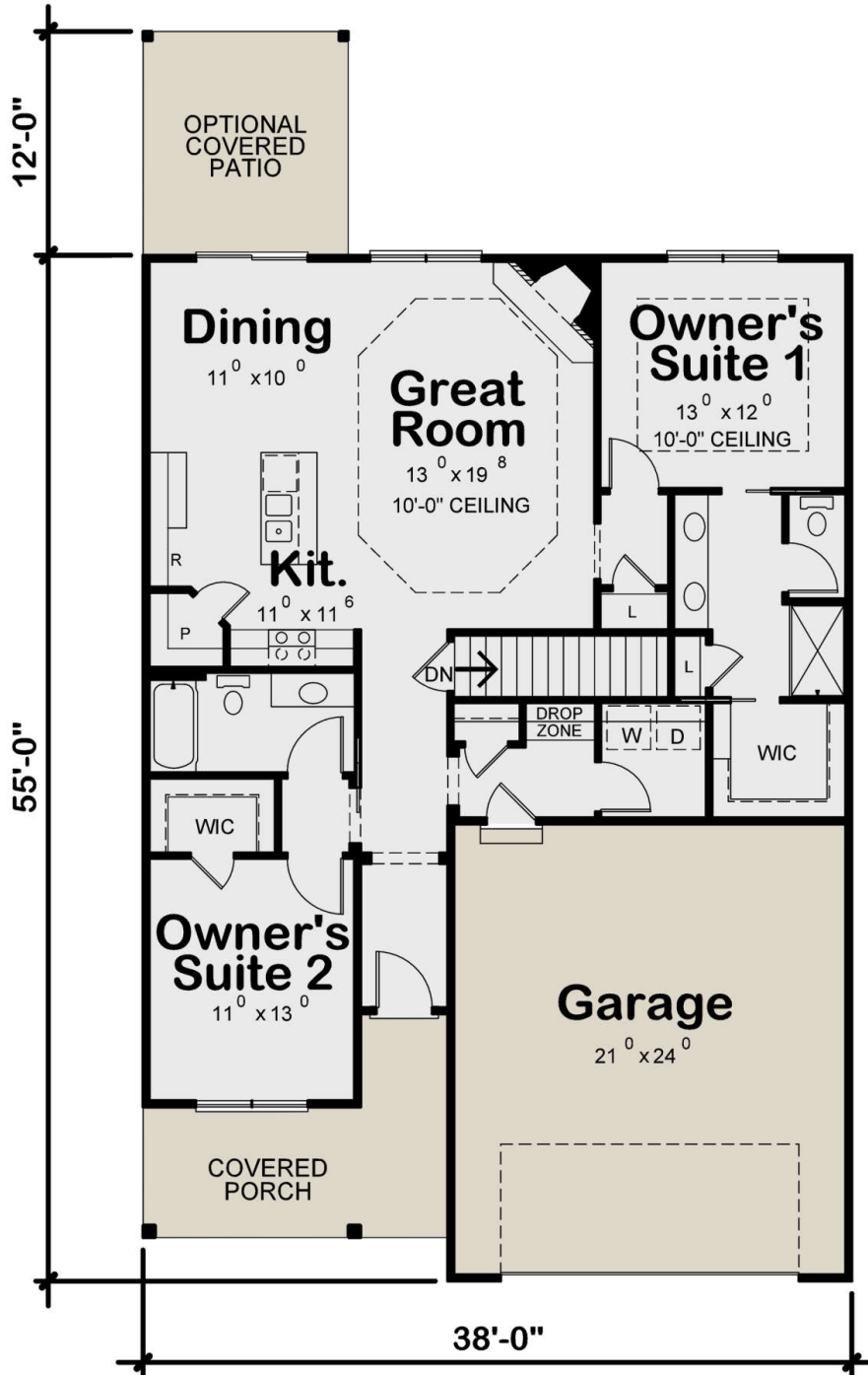
**Side Right**



**Side Left**

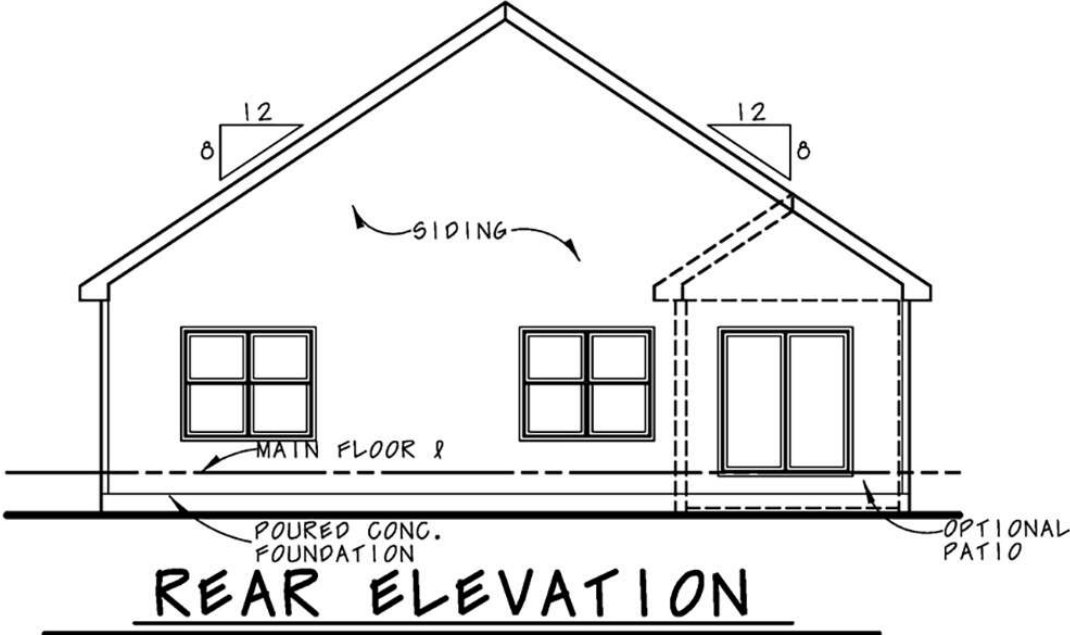
Residential Design Basis Imagery

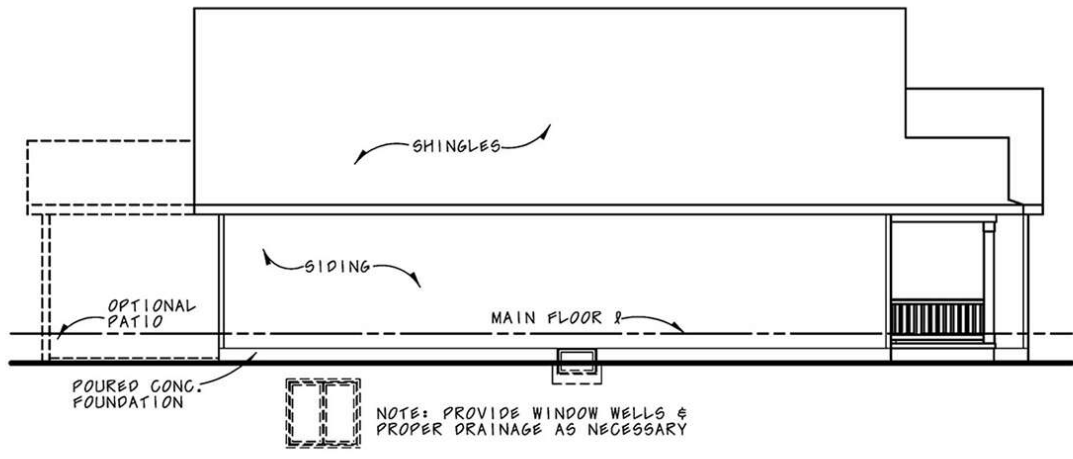
Modern Farmhouse Home



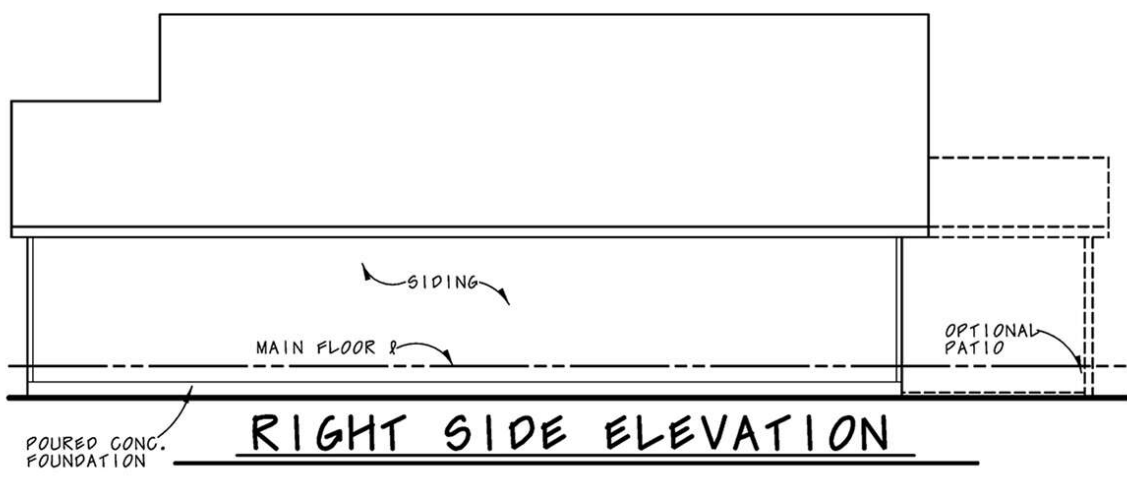


Front





LEFT SIDE ELEVATION

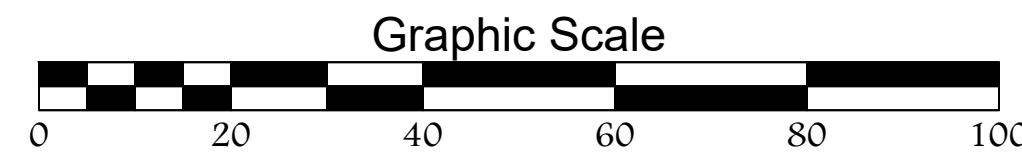


RIGHT SIDE ELEVATION

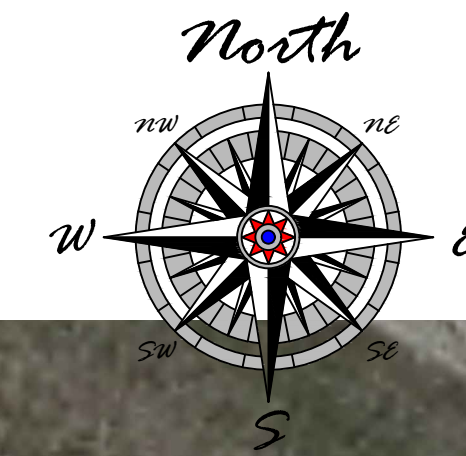


# Planned Development

Centennial Centre and Forest  
Village of Hobart



CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
C-1	50.02	335.00	49.98	N24°28'51"W	83°33'20"	N20°12'11"W
C-2	115.88	265.00	114.77	N16°15'10"W	25°00'42"	N2°44'49"W
C-3	48.85	25.00	41.44	N52°13'32"E	111°56'41"	-
C-4	73.20	259.69	72.96	S3°10'21"E	163°09'02"	N11°4'52"W



SCALE  
1"=20'

DRAWN BY  
JEL

TAX PARCEL NO. HB-550-3  
**Planned Development Layout**

**Mau & Associates, LLP**  
LAND SURVEYING & PLANNING  
CIVIL & WATER RESOURCE ENGINEERING  
Phone: 920-434-9670 Website: www.mau-associates.com  
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

**KES**  
**Excavating**

PROJECT NO.  
K-22220

SHEET NO.  
**1 of 1**

DRAWING NO.  
**S-3603**



**NOTES**  
1. Bearings referenced to the East line of Lot 5, Section 12, T24N-R19E, assumed to be N70°28'2"E.  
2. The County Monuments used in this survey are shown and their files have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.  
3. Elevations are referenced to the NAVD 88 Benchmark Datum.

**PLANNED DEVELOPMENT**  
Western most lot (ROW to be vacated)  
B1 zoning  
Eastern lot  
6 single family lots  
30 foot south setback  
30 foot north setback  
7 foot sideyard setback  
1 outlot for stormwater management  
Driveway agreement to be reached to allow for shared access to Forest

File: K-22220\Site Plan & Comdus 1 B1 Use 060122.dwg

Fieldwork Completed: 12/24/20

Data File: K-22220.txt



Whispering Willow Subdivision 7th Addition  
Restrictive Covenants  
and Homeowner Association Documents  
Document Title

Document Number



8 0 6 2 5 4 5 4  
Tx:40409723

**2962756**

**CHERYL BERKEN  
BROWN COUNTY  
REGISTER OF DEEDS  
GREEN BAY, WI  
RECORDED ON  
06/10/2021 09:55 AM  
REC FEE: 30.00  
TRANS FEE:  
EXEMPT #**

**PAGES: 31**

Recording Area

Name and Return Address

**Whispering Willow Development, LLC  
445 Cardinal Lane Suite 107  
Green Bay, WI 54313**

*CP 21*

**B-2832 through B-2855**

Parcel Identification Number (PIN)

**Lots 93 through 116 according to the recorded plat of Whispering Willow Subdivision 7th Addition in the Village of Bellevue, West Side of Fox River, Brown County, Wisconsin.**

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**WHISPERING WILLOW SUBDIVISION 7TH ADDITION**  
**Village of Bellevue, Brown County, Wisconsin**  
**RESTRICTIVE COVENANTS**

Covenant: A formal, binding agreement

**Real Estate:** Lots 93 through 116, inclusive, according to the recorded plat of Whispering Willow Subdivision 7th Addition, in the Village of Bellevue, West Side of Fox River, Brown County, Wisconsin.

**Use Restrictions:** All lots shall be used for single-family residential purposes only. A lot may be used in conjunction with a single family improvement for private recreational type improvements such as a swimming pool, tennis court(s) or other recreational uses, subject to receipt of prior written approval from the Village of Bellevue and further subject to the other covenants contained herein and any other restrictions, easements, setbacks or reservations of record. No lot shall contain more than one (1) single family dwelling.

**Governmental Permits:** All homes in Whispering Willow 7<sup>th</sup> Addition are subject to permits and fees as required by the Village of Bellevue, Brown County and any other that may apply. See notes and restrictions on plat.

Outlot 6, Lots 97-98, 114-116 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres or greater, navigable waterways, and all land within 75 feet of the ordinary high water mark of navigable and non-navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

There is hereby granted a drainage easement to the Village of Bellevue, which includes the creek bed, the 100-year floodway/floodplain, and the associated ESA setback for the purpose of installing and/or maintaining drainage and any related facilities.

**Plan Approval:** Complete copies of Plans (Construction Blueprints), including the plan for each level of home containing finished living space (above or below grade) and all elevations must be submitted to the Developer for approval prior to start of construction and shall remain on file with Developer:

- All homes must be one of the three preliminary blueprints that are included as part of these restrictions. Minor interior and exterior changes may be approved by the developer. Homeowners are responsible for all costs involved in creating a construction ready blueprint.
- All homes to have a minimum 6/12 roof pitch.
- All homes to have a minimum 2 stall attached garage (additional stalls may be approved by developer if site allows).
- All homes to have a hard surface driveway.

- All homes to have a hard surface driveway.
- All homes to be built on site.
- All homes to have a fully landscaped yard.
- All homes to have a foundation below the frost line.
- Standard three-in-one shingles are not permitted.

The improvements on each lot or any alteration thereof shall be subject to the approval of the Developer which has the authority to approve or reject the plat plan, design, floor plan, elevation and site location of improvements on any lot. Such approval may be evidenced on the blueprint itself or on a separate written instrument signed by the Developer.

**Subdivision of Lots:** No lot or lots may be subdivided into any parcels, tracts or lots smaller than that which was originally conveyed by Developer to the initial purchaser(s). Developer reserves unto itself the rights to subdivide, redivide and or divide into parcels, tracts or lots, any or all of the real property owned by the Developer. Lot 97 may be subdivided in future by developer and if so, these lots will follow these restrictive covenants.

**Building Relocation:** No building erected elsewhere may be moved onto any lot or lots within this Plat.

**Temporary Structures:** No temporary structures (including, within exclusion of others, trailers, basement without residence above, tent, shack, garage or barn of any kind) will be permitted for dwelling purposes.

**Grade:** Every house shall have a foundation below frost line. Every house shall be placed on the lot to establish the top of foundation at a minimum of 18 inches above the curb height, with adjustments being made for the contour of the road and existing homes. Final grade, after construction area and land occupied by public easement shall not be graded in such a manner as to interfere with drainage of stormwater of said lot of neighboring lots.

**DEVELOPER MAKES NO WARRANTS OR REPRESENTATIONS AS TO THE ABILITY OF ANY LOT IN THIS PLAT BEING ABLE TO ACCOMMODATE A WALK-OUT OR EXPOSED LOWER LEVEL FLOOR PLAN. Determination of said must be made by a qualified professional.**

Lot/homeowners are ultimately responsible to make sure the land on all sides and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

The following shall be enforced by the Village of Bellevue: The land on all side lot lines containing drainage easements and all rear lot lines shall be graded at the time of initial plat development by the developer and/or agents according to the Village approved and WDNR accepted stormwater management plan in conformance with the requirements



of the Bellevue Stormwater Utility. Individual lot owners and/or agents shall not change the Village approved and established lot grades.

The following shall be the sole responsibility of the abutting property owners: All side and rear lot lines not regulated by the Bellevue Stormwater Utility shall be graded and maintained in cooperation with abutting property owners, so as to neither impede the flow of stormwater, nor negatively impact any abutting property, while functioning in harmony with the established Village approved and WDNR accepted stormwater management plan.

The lowest opening of any structure shall be at least two (2) feet above the 100-year flood elevation and the extent of the ESA.

Each lot owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

**Erosion Control:** Lot owners must make sure the lot is in total compliance with all erosion control requirements at all times: before/during and after construction.

**Start Date/Completion:** There is not a construction limit between lot purchase/ownership and start date. However, projects must be completed within one year of the start of construction (issuance of building permit by Village of Bellevue). Every structure shall have a permanent finish on the exterior within six months of start. Completion of a project includes the dwelling and the lot which shall be final graded to meet existing grade requirements, landscaping, lawn and hard surface driveway.

**Lot Stakes/Corner Markers:** Survey stakes (metal pipes in the ground) identify every lot corner. Whether done by an individual lot owner, their builder, or professional surveyor, the lot owner is responsible to locate corner markers. The home must be placed within the legal limits of the lot/plat and the requirements of the Village of Bellevue. Lot owners shall be solely responsible for maintaining all survey markers and must be sure they are not moved or removed during the construction of their individual homes. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.

**Fill and Topsoil:** Stockpiles of topsoil and fill placed on any lot during road/infrastructure construction remain the property of the subdivision and are not a part of the sale of any individual lot upon which it may be stockpiled. Any fill or topsoil hauled in or out of any lot shall be at buyer's expense. Buyer shall be responsible to remove from their lot and the subdivision any excess topsoil or fill left from construction on their respective lot. Lot Owners/Builders are not allowed to "DUMP" their excess dirt on any other lot in this subdivision. If they do so and the developer has to have it removed, removal will be at the expense of the person who "dumped" it.

**Landscaping:** Landscaping plans, including mature shrubbery, must be submitted for approval in conjunction with building plans. Landscaping will be required along front elevation where applicable and must include landscape edging, decorative stone and landscape shrubbery, mulch is not allowed. All landscaping shall be performed in accordance with the plan approved by the developer and shall be completed within eighteen (18) months following the issuance of the building permit for the home.

**Maintenance of Vacant Lot:** The lot owner is responsible for maintenance and upkeep of the lot prior to the start of construction, including but not limited to keeping the lot free of trash and debris and cutting long grass and weeds.

**Vacant Lots:** May not be used for parking or storage of any kind and shall be maintained by the owner to comply with these covenants and local zoning ordinances.

**Suitability of Soil:** During the development process, soil(s) may have been moved on to/off of/across lots in this development. Developer makes no representations or warranty whatsoever, express or implied, regarding the physical condition of any lot. Developer recommends prospective buyers have their lot inspected and tested (at buyer's expense) by a qualified professional regarding subsurface conditions or any other matter which may be of concern to the buyer/builder.

**Construction Debris/Curb Cuts:** The lot owners shall dispose of all debris created during construction, including curb cuts and/or other concrete debris. Any cost incurred by the Developer for removal of such debris shall be billed to the lot owner who was responsible for the removal of such debris.

**Outbuildings:** No storage sheds or outbuildings of any kind shall be allowed in Whispering Willow 7th Addition.

**Animals:** No horses, cattle, swine, sheep, goats, or live poultry of any kind shall be kept on any lot in the plat.

**Fences:** No chain link or wire fences shall be permitted on any lot. All fences must be located by a professional surveyor and must comply with all restrictions imposed by the Village of Bellevue.

**Notes, Easements and Restrictions on Plat:** Notes, Easements and Restrictive Covenants on the plat, by this reference, become a part of this document.

**Amendments/Changes:** As long as the developer owns at least one (1) lot in the subdivision, the developer shall have the exclusive, unilateral power to alter, amend, waive or delete any covenant contained herein by recording amended restrictive covenants and providing a written copy to all lot owners. When the developer has sold, transferred or conveyed all lots in the subdivision, no covenants contained herein may be altered, deleted or amended without the written approval of at least seventy-five

percent (75%) of the lot owners at the time the alteration, deletion or amendment is proposed.

**Duration:** The covenants are restrictions of this Declaration and shall remain in effect for a period of forty (40) years from the date hereof and thereafter shall automatically continue to be in effect for additional periods of ten (10) years unless terminated or otherwise limited or enlarged by the recording of an instrument executed and acknowledged by the owners of at least 75% of the lots covered by this declaration.



WISCONSIN BUILDING SUPPLY

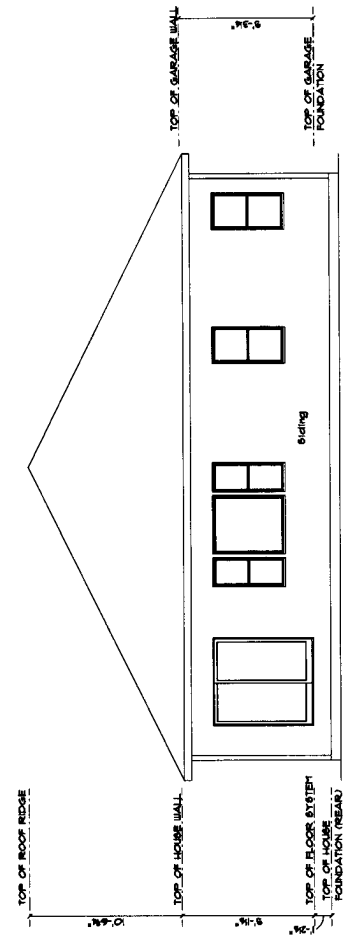
WISCONSIN BUILDING SUPPLY  
1800 LANTANA ROAD  
MILWAUKEE, WISCONSIN 53227  
TEL: 414-224-1100  
FAX: 414-224-1101  
WWW.WISCONSINBUILDINGSUPPLY.COM

**IMPORTANT NOTES:**  
1. IT IS ASSUMED THAT ALL LOCAL PERMITS HAVE BEEN OBTAINED.  
2. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION AND/OR MATERIALS COSTS.  
3. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION AND/OR MATERIALS COSTS.  
4. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION AND/OR MATERIALS COSTS.

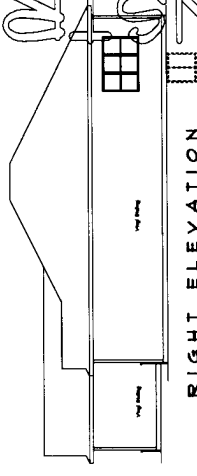
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DRAWN BY: [Name]	CHECKED BY: [Name]
SCALE: 1/4" = 1'-0"	SCALE: 1/8" = 1'-0"
CLIENT: [Name]	
PROJECT: [Name]	
ADDRESS: [Address]	
CITY: [City]	
STATE: [State]	
ZIP: [Zip]	

-NOT FOR CONSTRUCTION-

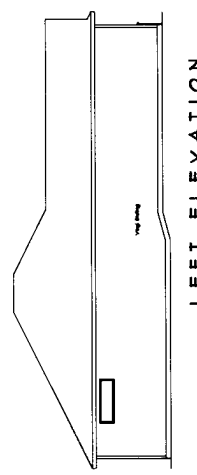
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NET FLOOR: [Value]  
TOTAL GARAGE: [Value]  
COVERED PORCH: [Value]



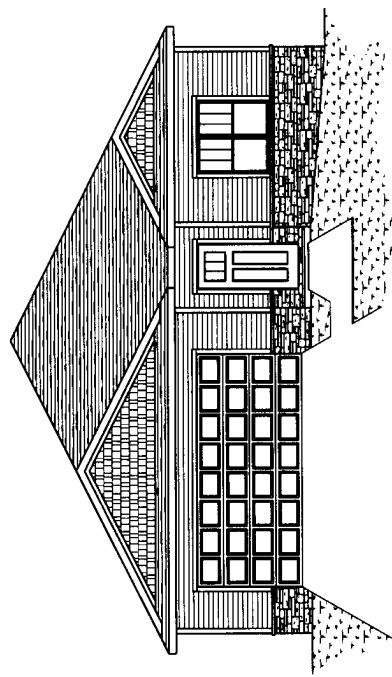
REAR ELEVATION  
SCALE: 1/4" = 1'-0"



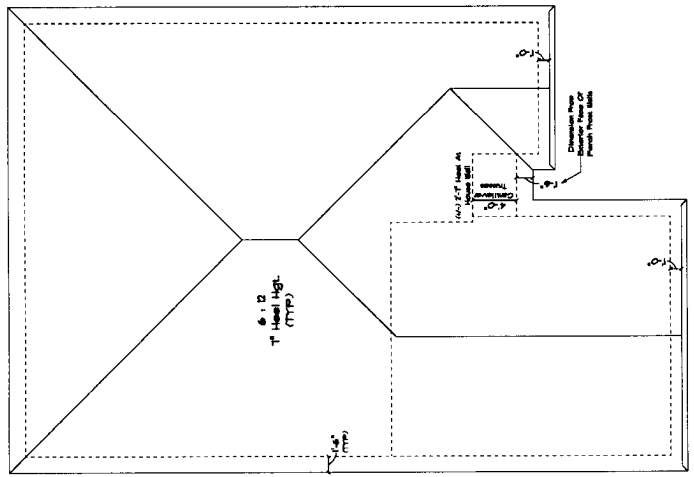
RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



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



ROOF PLAN  
SCALE: 3/16" = 1'-0"





WISCONSIN BUILDING SUPPLY  
 1800 LINDSEY ROAD  
 GREEN BAY, WI 53007  
 (920) 833-8888  
 FAX (920) 833-8889

**IMPORTANT NOTE:**  
 IT IS ASSURED THAT A THOROUGH REVIEW HAS BEEN MADE IN  
 THIS ROOM FOOTING  
 DESIGN BY: B. HAYWOOD  
 DATE: 11/11/2011

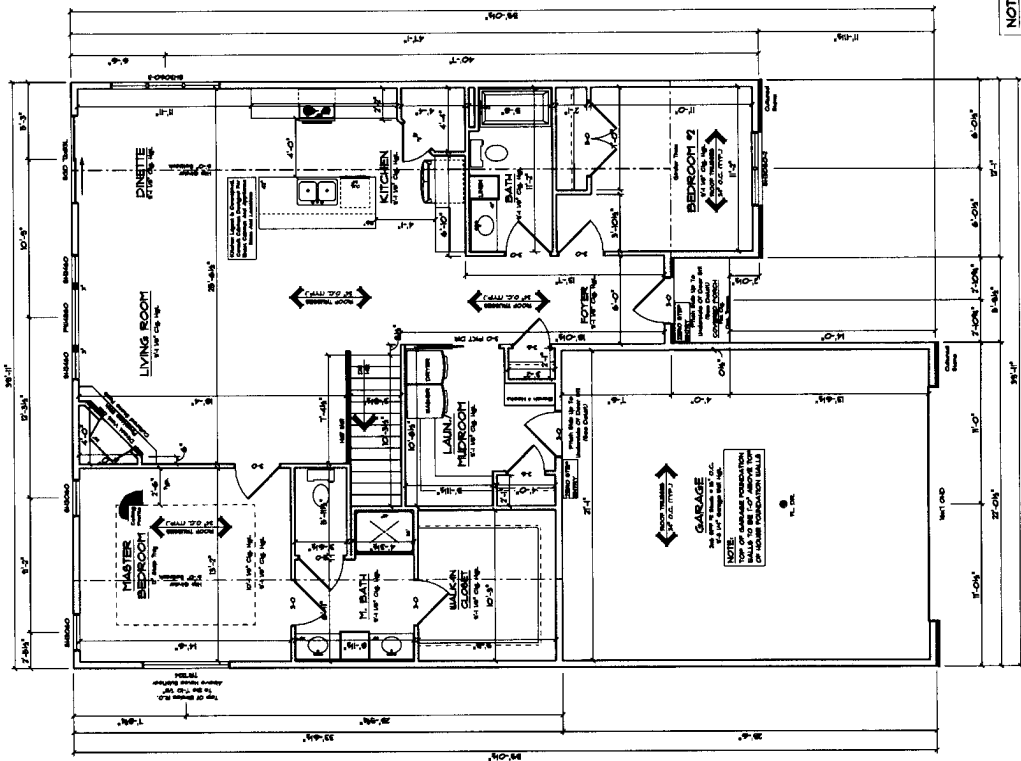
**IMPORTANT NOTE:**  
 IT IS ASSURED THAT A THOROUGH REVIEW HAS BEEN MADE IN  
 THIS ROOM FOOTING  
 DESIGN BY: B. HAYWOOD  
 DATE: 11/11/2011

DATE: 11/11/2011	DESIGNER: B. HAYWOOD
PROJECT: 21-051-R	CLIENT: [REDACTED]
JOB: [REDACTED]	
DRAWN BY: [REDACTED]	
CHECKED BY: [REDACTED]	
SCALE: 1/4" = 1'-0"	
DATE: 11/11/2011	
PROJECT: 21-051-R	
CLIENT: [REDACTED]	
JOB: [REDACTED]	
DRAWN BY: [REDACTED]	
CHECKED BY: [REDACTED]	

-NOT FOR CONSTRUCTION-

**SQUARE FOOTAGE:**  
 LIVING ROOM: 1,200  
 KITCHEN: 800  
 BATH: 400  
 BEDROOM: 1,000  
 GARAGE: 1,800  
 COVERED PORCH: 200

**NOTE:**  
 EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT  
 EXTERIOR FINISHES. INTERIOR DIMENSIONS  
 WILL VARY SLIGHTLY. FOUNDATION FOOTING IS TO  
 BE ADJUSTED TO MAINTAIN ALL CODE  
 COMPLIANCE ACCORDANT.



**FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"  
 9-1 1/8" CLS. HGT.





WILSON BUILDING SUPPLY  
 1000 WILSON BLVD  
 GREEN BAY, WI 53007  
 PHONE 920-333-3333  
 FAX 920-333-3333

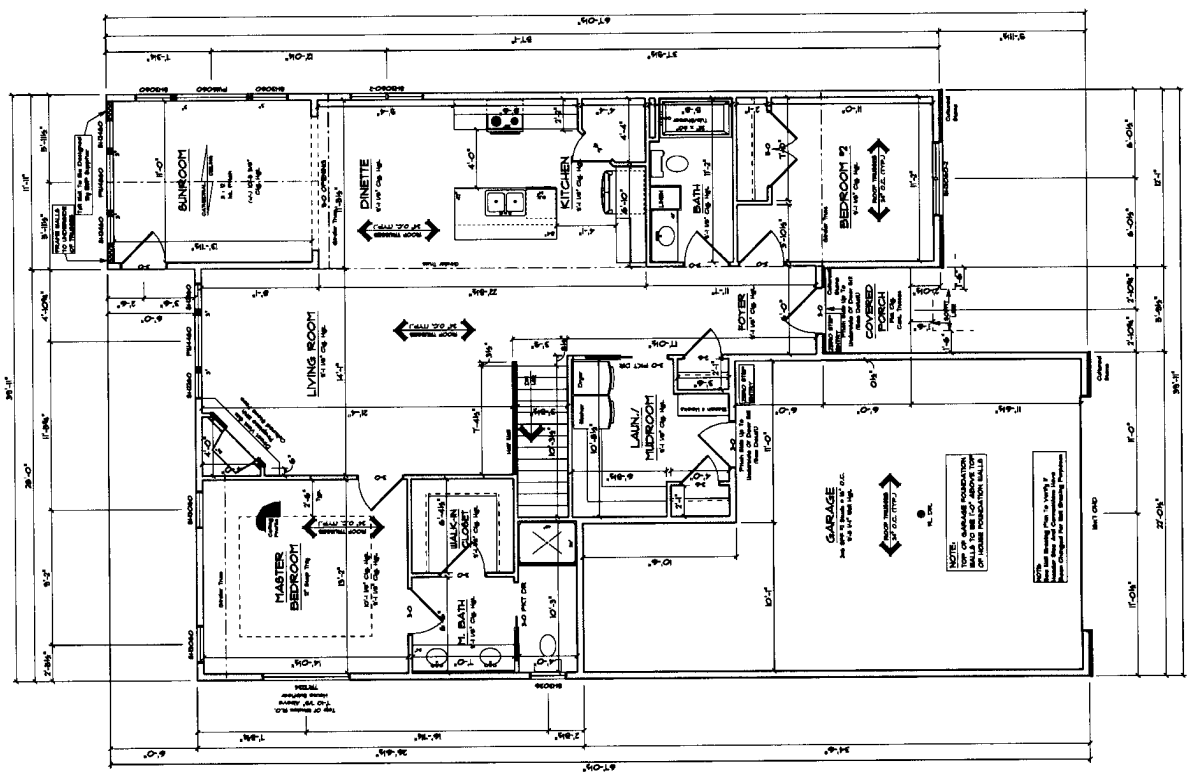
**IMPORTANT NOTE:**  
 IT IS ASSUMED THAT ALL DIMENSIONS SHOWN ARE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL RESIDENTIAL CODE AND LATEST CHANGES FROM LOCAL AND STATE AGENCIES.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**CONTRACT NOTE:**  
 THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO COMMENCEMENT OF WORK.  
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES.  
 THE CONTRACTOR SHALL MAINTAIN ALL CODE COMPLIANCE THROUGHOUT THE PROJECT.

DATE: 10/15/2014	PROJECT: 21-050-R
DRAWN BY: [Name]	CHECKED BY: [Name]
SCALE: AS SHOWN	PROJECT NO: 21-050-R
CLIENT: [Name]	

**SQUARE FOOTAGE:**  
 1ST FLOOR: [Value]  
 2ND FLOOR: [Value]  
 GARAGE: [Value]  
 TOTAL: [Value]

**-NOT FOR CONSTRUCTION-**



**NOTE:**  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**FLOOR PLAN**

SCALE: 1/4" = 1'-0"  
 9-1/8" CLG. HGT.

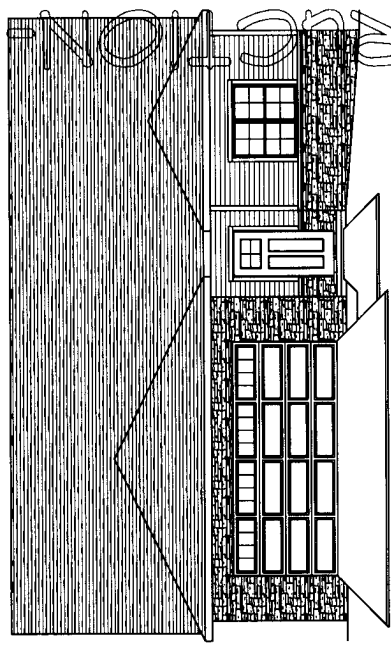
DATE: FEBRUARY 8, 2023	PROJECT: 21-056-R
DRAWN BY: ANDY STRAND	
SCALE:	
JOB NO.: 21-056-R	
CLIENT: WILSON DEVELOPMENT, LLC	

**IMPORTANT NOTE:**  
 1. IT IS ASSUMED THAT ALL DIMENSIONS SHOWN ARE IN ACCORDANCE WITH THE LOCAL CODES AND REGULATIONS. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT.  
 2. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFICIENCIES OR DELAYS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT.  
 3. THE ARCHITECT IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFICIENCIES OR DELAYS THAT MAY OCCUR DURING THE CONSTRUCTION OF THE PROJECT.

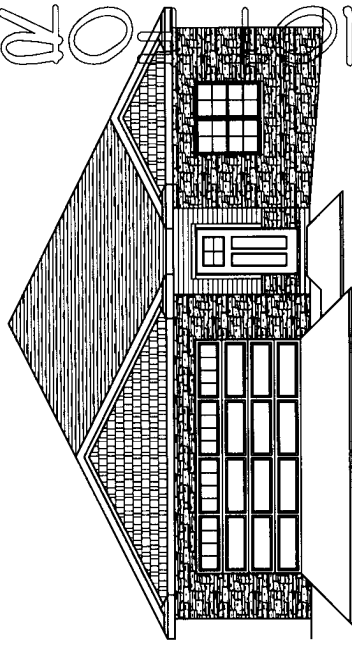
**WISCONSIN BUILDING SUPPLY**  
 1200 LAMAR ROAD  
 GREEN BAY, WI 53002  
 PHONE: 920.833.8888  
 FAX: 920.833.8889  
 WWW.WISCONSINBUILDINGSUPPLY.COM

**WISCONSIN BUILDING SUPPLY**  
 1200 LAMAR ROAD  
 GREEN BAY, WI 53002  
 PHONE: 920.833.8888  
 FAX: 920.833.8889  
 WWW.WISCONSINBUILDINGSUPPLY.COM

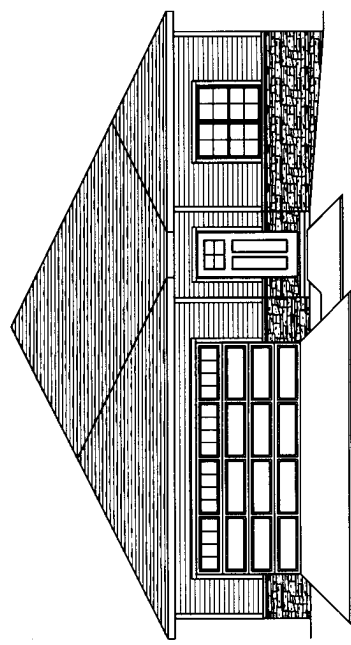
**SQUARE FOOTAGE:**  
 TOTAL: 1,200  
 GARAGE: 400  
 COVERED PORCH: 31



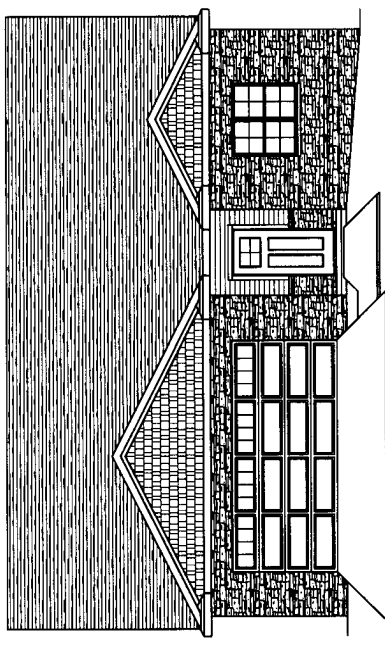
**FRONT ELEVATION**  
**OPTION "B"**  
 SCALE: 1/4" = 1'-0"



**FRONT ELEVATION**  
**OPTION "D"**  
 SCALE: 1/4" = 1'-0"

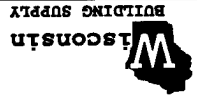


**FRONT ELEVATION**  
**OPTION "A"**  
 SCALE: 1/4" = 1'-0"



**FRONT ELEVATION**  
**OPTION "C"**  
 SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

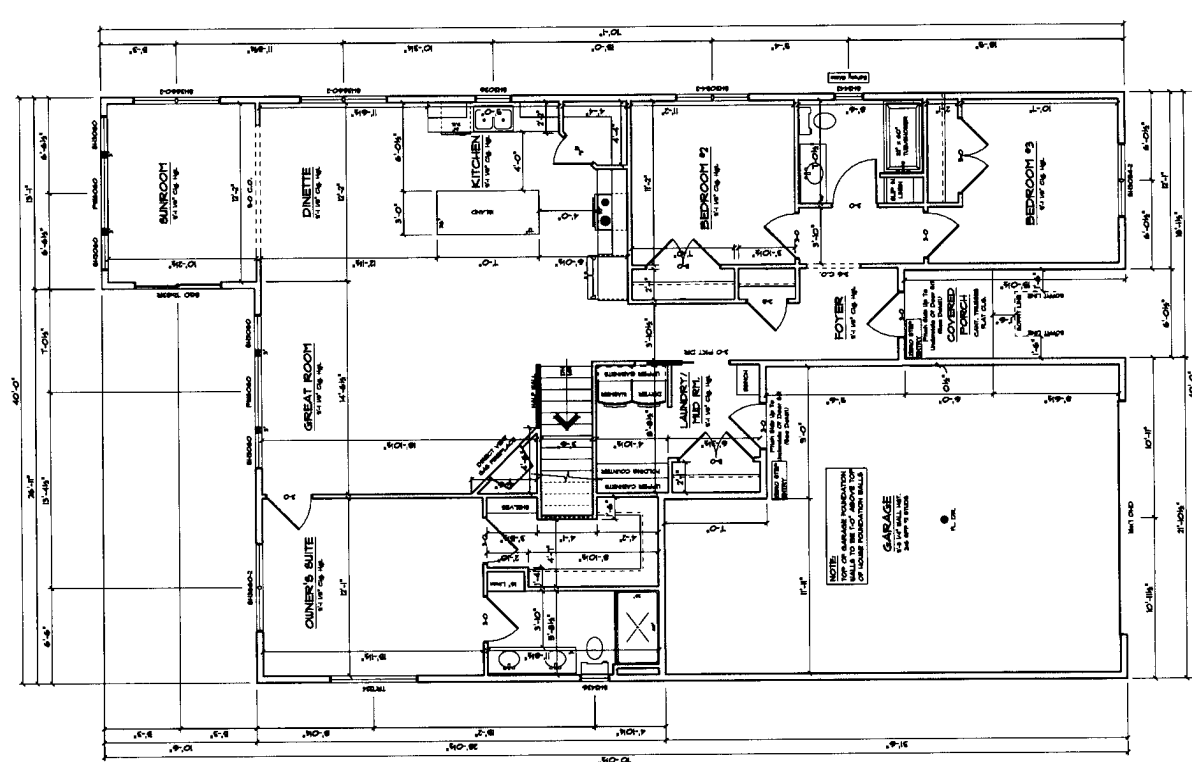


PLANS ADDRESS: GREEN BAY, WI 54300  
 DATE: 11/15/00  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 SCALE: 1/4" = 1'-0"

**IMPORTANT NOTE:**  
 1. IT IS AGREED THAT ALL TRADES SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.  
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING DEPARTMENT.

OWNER: WILHELMSON WILLOW DEVELOPMENT, LLC  
 PROJECT: WILLOW DEVELOPMENT, INC.  
 21-056-R

-NOT FOR CONSTRUCTION-



**NOTE:**  
 ALL DIMENSIONS ARE GIVEN TO CENTER UNLESS OTHERWISE NOTED. EXTERIOR WALLS ARE TO BE CONSTRUCTED WITH 1" MINIMUM THICKNESS. ALL DIMENSIONS ARE TO BE FIELD DIMENSIONS AND SHALL BE FIELD ADJUSTED TO MAINTAIN ALL CODE COMPLIANCE REQUIREMENTS.

**FLOOR PLAN**  
 SCALE: 1/4" = 1'-0"  
 5-1/8" CLG. HGT.

**SQUARE FOOTAGE**  
 1st FLOOR: 1,100 sq. ft.  
 2nd FLOOR: 1,100 sq. ft.  
 COVERED PORCH: 100 sq. ft.



**WHISPERING WILLOW SUBDIVISION 7TH ADDITION**  
**HOMEOWNER ASSOCIATION DOCUMENTS**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WHISPERING WILLOW 7<sup>TH</sup> ADDITION LOTS 93-116 HOMEOWNERS ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
WHISPERING WILLOW 7TH ADDITION LOTS 93-116 HOMEOWNERS  
ASSOCIATION is made this day of June 8th, 2021, by Whispering Willow Development,  
LLC, a Wisconsin limited liability company.

**RECITALS**

- A. Declarant is the owner of the Property and desires to establish and assure a uniform plan for provision of the Services to the Lots.
- B. To provide for the provision of Services to the Lots, the Declarant has formed (or will form) the Association under the Wisconsin Nonstock Corporation Law. The Association shall have the responsibility for (i) administering and providing the Services, and (ii) setting budgets and fixing assessments to pay the expenses in connection with such duties.
- C. During the marketing of the Lots, the Declarant has retained certain rights set forth in this Declaration, which rights shall include, without limitation, the right, before the Turnover Date, to manage the affairs of the Association or to designate the Directors of the Association, as described in Article 8 and in the Bylaws of the Association.

**DECLARATION**

NOW, THEREFORE, the Declarant imposes this Declaration of Covenants, Conditions, and Restrictions for WHISPERING WILLOW 7<sup>TH</sup> ADDITION LOTS 93-116 Homeowners Association as a deed restriction on the Property to run with the land and declares:

**ARTICLE 1**  
**DEFINITIONS**

These words, when used in this Declaration shall, unless the context shall prohibit, have these meanings:

1.01 ARTICLES OF INCORPORATION: The Articles of Incorporation of the Association, as amended from time to time.

1.02 ASSOCIATION: The WHISPERING WILLOW 7<sup>TH</sup> ADDITION LOTS 93-116 Homeowners Association, Inc., a Wisconsin nonstock corporation, its successors and assigns.

1.03 BASIC LAWN MAINTENANCE SERVICES: Lawn cutting, lawn trimming, and application of fertilizer and herbicide to the lawns on Lots according to standards adopted by the Association.

1.04 BOARD OF DIRECTORS or BOARD: The Board of Directors of the Association and any board, group, or entity of the successor or assign to the Association serving in a comparable capacity to the Board of Directors of the Association.

1.05 BYLAWS: The Bylaws of the Association, as amended from time to time.

1.06 CHARGES: The Common Assessment, any Special Assessment and/or any Ala-carte Fee levied by the Association and/or any other charges or payments that an Owner must pay or for which an Owner is liable under the Governing Documents.

1.07 CITY: The Village of Bellevue.

1.08 COMMON ASSESSMENT: The amounts that the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as described in Article 6.

1.09 COMMON EXPENSES: The expenses of the administration (including management and professional services) of the Association; the cost of providing all Services required to be furnished by the Association; premiums for insurance policies maintained by the Association under this Declaration; any other expenses designated as Common Expenses under this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of the Owners.

1.10 COUNTY: Brown County, Wisconsin.

1.11 DECLARANT: Whispering Willow Development, LLC, a Wisconsin limited liability company, its successors and assigns.

1.12 DECLARATION: This instrument with all exhibits, as amended or supplemented from time to time.

1.13 DIRECTORS: The Director or Directors of the Association from time to time as appointed or elected as provided in this Declaration or the Bylaw.

1.14 GOVERNING DOCUMENTS: Collectively, this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations, as any or all may be amended from time to time.

1.15 FIRST MORTGAGEE: The holder of a bona fide first mortgage or equivalent security interest covering a Lot.

1.16 HOME: The portion of a Lot improved with a single-family home and any decks, steps and other similar improvements that serve the Home.

1.17 LOT: A subdivided lot designated on Exhibit A as a "Lot", as amended and supplemented from time to time.

1.18 OWNER: A record owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for performing an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.19 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.20 PROPERTY: The real property legally described in Exhibit A as amended and supplemented from time to time, together with all improvements thereon and rights appurtenant thereto.

1.21 RECORD: To record in the office of the Recorder of Deeds for the County.

1.22 RULES AND REGULATIONS: The rules and regulations that govern the operation and use of the Lots, as such rules and regulations may be adopted from time to time by the Directors to implement and carry out the provisions and intent of this Declaration. Rules and Regulations shall be limited to matters necessary to facilitate the provision of the Services by the Association.

1.23 SERVICES: The Basic Lawn Maintenance Services and the Snow Removal Services.

1.24 SNOW REMOVAL SERVICES: The removal of snow from Lot driveways and sidewalks, up to, and including the front stoop of the Home. Patio not included.

1.25 SPECIAL AMENDMENT: An amendment to this Declaration made by the Declarant for any reason set forth in Section 10.01 herein, which shall not be subject to the approval of the Association or any Owner of any Lot or Home on the Property

1.26 TURNOVER DATE: The date on which the right of the Declarant to manage the affairs of the Association is terminated under Section 8.02.

1.27 VOTING MEMBER: The individual who may vote in person or by proxy at meetings of the Owners, as more fully set forth in Article 5.

1.28 WISCONSIN NONSTOCK CORPORATION LAW: Chapter 181 of the Wisconsin Statutes.

## **ARTICLE 2 SCOPE OF DECLARATION**

2.01 RECITALS: The Recitals above are incorporated herein by reference.

2.02 PROPERTY SUBJECT TO DECLARATION: The Declarant expressly intends to and by Recording this Declaration, does subject the Property to this Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land, and shall at all times inure to the benefit of and bind any Person having at any time any interest or estate in the Property, or any Lot therein, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument that creates or conveys the interest references this Declaration

2.03 DURATION: Except as otherwise specifically provided, the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owners of not less than seventy-five percent (75%) of the Lots then subject to the Declaration.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser (other than the Declarant) for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Directors.

## **ARTICLE 3 RIGHT OF USE AND ENJOYMENT**

3.01 RIGHT OF USE AND ENJOYMENT: Each Owner shall have the exclusive right to use and enjoy the Owner's Lot. Such rights shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction and the Governing Documents.

3.02 RESTRICTIONS ON USE: The use and enjoyment of the Lots shall at all times be subject to these provisions:

- (a) The right of the Directors to adopt, promulgate, enforce, and from time to time amend the Rules and Regulations pertaining to the provision of Services.
- (b) The right of the Directors to suspend the voting rights and the right of any Owner to receive Services for violating this Declaration or for an infraction of the Rules and Regulations for period(s) not to exceed sixty (60) days or until such violation is cured.
- (c) The right of the Directors to suspend voting rights and the right of any Owner or Resident to receive Services for so long as any Charges for such Lot remains unpaid and overdue.
- (d) The right and power of the Association to come onto any Lot to provide Services or enforce its rights and powers.

#### **ARTICLE 4 ASSOCIATION SERVICES**

4.01 SERVICES BY THE ASSOCIATION: The Association shall provide the following Services to the Lots as a Common Expense:

- (a) Basic Lawn Maintenance Services
  - a. Any additional landscaping from the requirements in the restrictive covenants may result in an extra charge for maintenance services.
- (b) Snow Removal Services

#### **ARTICLE 5 THE ASSOCIATION**

5.01 IN GENERAL: The Declarant has caused or shall cause the Association to be incorporated as a nonstock corporation under the Wisconsin Nonstock Corporation Law. The Association shall be the governing body for the Owners for the administration and provision of Services to the Lots.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for



membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

**5.03 VOTING MEMBERS:** Subject to Section 8.02, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who may vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Directors and if in the case of multiple individual Owners no designation is given, then the Directors at its or their election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

**5.04 DIRECTORS:** The Association shall be governed by a Board of Directors, the number of Directors being established by the Bylaws, but in no event being less than three (3) Directors. Before the Turnover Date, the Directors shall be appointed by Declarant from time-to-time, and such Directors need not be Owners or Voting Members. After the Turnover Date, the Directors shall consist of that number of individuals provided for in the Bylaws, each of whom shall be an Owner or Voting Member and who shall be elected by the Members of the Association under the Bylaws.

**5.05 VOTING RIGHTS:** Before the Turnover Date, the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights. After the Turnover Date, the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Lot that the Voting Member represents. After the Turnover Date, any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Bylaws) upon the affirmative vote of a majority of the votes held by the Voting Members present at such meeting, except as otherwise provided herein or in the Bylaws.

**5.06 DIRECTOR LIABILITY:** The Directors of the Association shall not be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the Directors, and its or their heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the Director on behalf of the Owners or the Association or arising out of their status as Directors unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to,

counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Director may be involved by virtue of such person being or having been such Director provided, however, that such indemnity shall not be operative regarding (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Director, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Directors, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Director.

5.07 MANAGING AGENT: The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association ("Managing Agent") and as Managing Agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Managing Agent. Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two (2) years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

## **ARTICLE 6 ASSESSMENTS**

6.01 PURPOSE OF ASSESSMENT: The assessments levied by the Association shall be exclusively to provide the Services to the members of the Association, to administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such Common Expenses or other expenses deemed necessary or appropriate by the Association.

6.02 ASSESSMENTS: Each year by December 1<sup>st</sup>, the Directors shall adopt and furnish each Owner with a budget for the ensuing calendar year that shall show the following with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount to maintain adequate reserves for Common Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, plus estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the "Common Assessment" payable by the Owners, which is defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above; and
- (e) That portion of the Common Assessment that shall be payable by each Owner subject to assessment each month until the next Common Assessment or revised Common Assessment becomes effective, which monthly amount shall be

equal to the Common Assessment, divided by the number of Lots, divided by twelve (12), so each Owner shall pay equal Common Assessments for each Lot owned.

Anything herein to the contrary notwithstanding, this section shall apply regarding the period before the Turnover Date. Any annual budget prepared by the Directors before the Turnover Date ("Stabilized Budget") shall be based on the assumption that Homes have been built, sold and are occupied on all Lots. Regarding the period beginning on the date of Recording this Declaration and ending on December 31st of that year, each calendar year thereafter and the partial year ending on the Turnover Date and beginning on January 1 of such year (each a "Subsidy Year"), each Owner (other than the Declarant) shall pay as the Owner's monthly share of the Common Assessment an amount equal to the Common Expenses (under the then current Stabilized Budget) divided by the number of Lots, divided by twelve (12), so that each Owner (other than Declarant) will pay, with respect to each Lot owned, a monthly Common Assessment equal to what such Owner would be paying with respect to the Owner's Lot if Homes have been built, sold and are occupied and all Owners are current in payment of assessments. The amount payable by each Owner is subject to increase as provided in Section 6.04. The Declarant shall not be obligated to pay any Common Assessments to the Association before the Turnover Date; provided, however, if with respect to each Subsidy Year, (a) the Common Assessments billed to and payable by Owners (other than the Declarant), regardless of whether paid or not, are less than the Common Expenses actually incurred regarding such period, then the Declarant shall pay any difference to the Association ("Subsidy Payment"). From time to time before the Turnover Date, the Declarant may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). If Advanced Funds are paid with respect to a Subsidy Year and a Subsidy Payment is required with respect to a subsequent Subsidy Year, a portion or all of the Advanced Funds may be applied against the Subsidy Payment. A final accounting and settlement of the amount, if any, owed by the Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association under this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association under this Section, then the Association shall pay such excess to the Declarant.

**6.03 PAYMENT OF ASSESSMENT:** By the 1st day of January of the ensuing calendar year and on first day of each month thereafter until the effective date of the next annual or revised Common Assessment, each Owner of a Lot subject to assessment shall pay to the Association, or as the Directors may direct, that portion of the Common Assessment payable by each Owner of a Lot under Section 6.02(e). For

purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued by the City with respect to the Home constructed thereon. Owner is required to send a copy of the occupancy certificate within 10 days of issuance to the Director. The failure or delay of the Directors to prepare or serve the annual or adjusted Common Assessment on any Owner shall not constitute a waiver or release of such Owner's obligation to pay the Common Assessment, as herein provided. Whenever the same shall be determined, and absent any annual estimate or adjusted estimate, the Owner shall continue to pay the Common Assessment at the then existing Common Assessment rate established for the previous period until the Common Assessment for that year is established. Such newly established Common Assessment shall be due ten (10) days after notice of such new Common Assessment shall have been given to the owners.

**6.04 REVISED ASSESSMENT:** If after the Turnover Date, the Common Assessment proves inadequate for any reason (including nonpayment or extinguishment of any Owner's assessment), then the Directors may increase the assessment payable under Section 6.02(e) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days before the effective date of the revised assessment. If before the Turnover Date, with respect to a Subsidy Year, the Common Assessment, plus the Subsidy Payment proves inadequate due to non-payment or extinguishment of assessments payable by Owners other than Declarant ("Delinquency Deficit"), then the Directors may increase the assessment payable under the last paragraph of Section 6.02 for the balance of the year and/or the subsequent year by giving written notice thereof (together with a revised budget and a statement of the anticipated Delinquency Deficit) to each Owner not less than ten (10) days before the effective date of the revised or following year's assessment.

**6.05 SPECIAL ASSESSMENT:** The Directors may levy a Special Assessment as provided in this Section: (a) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to purchase or replace equipment owned or maintained by the Association; (b) with respect to periods after the Turnover Date, to cover an unanticipated deficit under the prior year's budget; or (c) to compensate the Association for the costs of enforcing this Declaration or the Rules and Regulations against any Lot as described in Section 7.07 herein (each a "Special Assessment"). Any Special Assessment levied for a purpose other than to recoup the cost of enforcing this Declaration or the Rules and Regulations, shall be levied against all of the Lots then subject to Special Assessment hereunder in equal shares. No Special Assessment (other than Special Assessment under (c) of this Section 6.05) shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed Special Assessment shall be levied may vote on the question. The Directors shall serve notice

of a Special Assessment on all Owners by a statement in writing giving the specific purpose and reasons therefore in reasonable detail, and the Special Assessment shall be payable in such manner and on such terms as fixed by the Directors. Any Special Assessments collected under this Section (other than those to cover an unanticipated deficit under the prior year's budget of those collected to cover enforcement costs under Subsection (c) hereof) shall be segregated in a special account and used only for the specific purpose set forth in the notice of Special Assessment.

**6.06 PAYMENT OF ASSESSMENTS:** Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article 7.

## **ARTICLE 7 COLLECTION OF CHARGES AND REMEDIES FOR BREACH OR VIOLATION**

**7.01 CREATION OF LIEN AND PERSONAL OBLIGATION:** The Declarant covenants, and each Owner by acceptance of a deed for a Lot (whether or not it shall be so expressed in any such deed or other conveyance) is deemed to covenant and agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall become a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due in accordance with the Wisconsin Statutes. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association. The Association has the right to Record a statement giving notice of the lien.

**7.02 COLLECTION OF CHARGES:** The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

**7.03 NON-PAYMENT OF CHARGES:** Any Charge not paid to the Association when due shall be deemed delinquent. If a Charge is not paid within thirty (30) days after the due date, it shall bear interest from the due date at eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, until paid. The Association may (a) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (b) enforce and foreclose any lien that the Association has or that may exist for the Association's benefit. Such lien may be enforced by the Association in the same manner, to the same extent, and subject to the same procedures as in the case of a foreclosure of real property



mortgage under the laws of Wisconsin. In addition, the Directors may add a late fee to any Charge not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges by nonuse of the Services or by abandonment or transfer of the Owner's Lot.

**7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES:** The lien for Charges provided for in Section 7.01 shall be subordinate to the First Mortgagee's mortgage on the Lot recorded before the date that any such Charge became due. Except as hereinafter provided, the lien for Charges provided for in Section 7.01 shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred under a judgment of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges that became due after the recording of the First Mortgagee's mortgage on the Lot and before the date of the transfer of title; provided, however, the transferee of the Lot shall be personally liable for the Charges with respect to which a lien against the transferee's Lot has been extinguished under the preceding sentence where such Charges are reallocated among all the Owners under a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall cause a lien against the transferee's Lot, as provided in this Article.

**7.05 SELF-HELP BY DIRECTORS:** In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Governing Documents, where such violation or breach may be cured or abated by affirmative action, then the Directors, upon not less than ten (10) days' prior written notice to the Owner, may enter upon that part of the Lot where the violation or breach exists to remove or rectify the violation or breach.

**7.06 OTHER REMEDIES OF THE DIRECTORS:** Besides or in conjunction with the remedies set forth above, to enforce the provisions in the Governing Documents, the Directors may levy a fine or one or more Special Assessments, or the Directors may bring an action at law or in equity by the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable, or to recover damages or fines, and against the Lot to enforce any lien created under this Declaration; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

**7.07 COSTS AND EXPENSES:** All costs and expenses incurred by the Directors in connection with any action, proceedings or self-help in connection with exercise of its or their rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at eighteen percent (18%) per annum or the

maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner as a Special Assessment under Section 6.05(c) hereof, and the Association shall have a lien for all the same, upon the defaulting Owner's Lot as provided in Section 8.01.

**7.08 ENFORCEMENT BY OWNERS:** Enforcement of the provisions in the Governing Documents may be by any proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created under this Declaration.

## **ARTICLE 8 DECLARANT'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD**

**8.01 IN GENERAL:** In addition to any rights or powers reserved to the Declarant under this Declaration or the other Governing Documents, the Declarant shall have the rights and powers in this Article. Anything in this Declaration or the other Governing Documents to the contrary notwithstanding, the provisions in this Article shall govern. Except as otherwise specifically provided, this Article shall terminate and be of no further force and effect regarding the Declarant, after such time as the Declarant is no longer vested with or controls title to any portion of the Property.

**8.02 DECLARANT CONTROL OF ASSOCIATION:** Before the Turnover Date, the Directors shall be appointed by the Declarant and need not be Owners or Voting Members. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Directors of the Association, shall terminate on the first to occur of: (a) such time as Declarant is no longer vested with or controls title to any portion of the Property; (b) the giving of written notice by the Declarant to the Association of the Declarant's election to terminate such rights; or (c) within sixty (60) days after the conveyance by the Declarant of seventy-five percent (75%) of the Lots in the Property. The date the Declarant's rights under this Section are terminated shall be called the "Turnover Date." After the Turnover Date, the Association shall be solely responsible for carrying out the obligations under this Declaration and shall hold Declarant harmless for any claims or liabilities arising from this Declaration after the Turnover Date. Further, after the Turnover Date, the Directors shall be constituted and elected as provided in the Bylaws. Before the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights. Notwithstanding anything to the contrary in this Article or elsewhere in this Declaration, so long as the Declarant is vested with or controls title to any portion of the Property, the acts of the Association shall have no effect until certified by the Declarant.

8.03 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Property that, in the Declarant's opinion, are necessary or desirable in connection with the rights of the Declarant under this Declaration.

8.04 ASSIGNMENT BY DECLARANT: All rights that are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant under this Declaration (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold and be entitled to exercise the rights of the Declarant under this Declaration as fully as if named as such party in this Declaration. No such successor or assignee of the rights of the Declarant under this Declaration shall have or incur any liability for the acts of any other party that previously exercised or subsequently shall exercise such rights.

8.05 PROHIBITED ACTIONS: Despite any transfer of control of the Association to Owners other than the Declarant, until the Declarant has sold every Lot within the Property, the Directors are prohibited from taking any action that would discriminate against the Declarant, or that would be detrimental to the sale or leasing of Lots owned by the Declarant, in the Declarant's sole discretion. The Directors shall continue the same level and quality of Services as that provided immediately before the transfer of control of the Association to Owners other than the Declarant until the Declarant is no longer vested with or controls title to any portion of the Property.

## **ARTICLE 9 INSURANCE**

9.01 PROPERTY INSURANCE: Each Owner is responsible for insuring their entire property. Each Owner owns and insures their home and their lot. The Association shall have the authority to and shall obtain a Directors and Officers General Liability Policy.

9.02 LIABILITY INSURANCE: The Association shall have the authority to and shall obtain commercial liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as the Directors shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, the Directors, the Declarant, the managing agent and their respective employees and agents, as their interests may appear, from liability resulting from, or in connection with, the Services. The Directors may obtain any other insurance that the Directors deem advisable including, without limitation, insurance covering the Directors from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

9.03 FIDELITY COVERAGE: Fidelity coverage indemnifying the Association, the Directors and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Directors may deem desirable.

9.04 PREMIUMS: The premiums for any insurance obtained under this Article shall be Common Expenses.

## **ARTICLE 10 AMENDMENT**

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, the Declarant reserves the right and power to Record a Special Amendment to this Declaration at any time, and from time to time, that amends this Declaration (a) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency, or any other public, quasi-public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities; (b) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots; (c) to correct errors, ambiguities, omissions or inconsistencies in the Declaration or any exhibit; and/or (d) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. To further the foregoing, a power coupled with an interest is reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to make, execute and Record a Special Amendment. The right and power to make a Special Amendment under this Declaration shall terminate when the Declarant is no longer vested with or controls title to any portion of the Property.

10.02 AMENDMENT: Subject to and except as set forth in Section 10.01 and Article 11, this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes or by an instrument executed by Owners of at least seventy-five percent (75%) of the Lots; except, that (a) this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, and (b) Article 8 or any other provisions relating to the rights of the Declarant may be amended only with the written consent of the Declarant. No amendment shall become effective until properly Recorded.

**ARTICLE 11  
FIRST MORTGAGEES RIGHTS**

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of a First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Association prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the First Mortgagee or the insurer or guarantor of the First Mortgagee's mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;
- (c) Copies of notices of meetings of the Owners;
- (d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;
- (e) Notice of any default by the Owner of the Lot subject to the First Mortgagee's mortgage under the Governing Documents not cured within thirty (30) days of the default;
- (f) The right to examine the books and records of the Association at reasonable times;
- (g) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 12.02 below; and
- (h) A lapse, cancellation or material modification of any insurance policy or fidelity coverage maintained by the Association.

The request of any such party shall specify which of the above items the requesting party desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

- (a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) that are subject to first mortgages held by First Mortgagees that specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(g) above will be required for the Association to do or permit to be done any of the following:
  - (i) Adoption of an amendment to this Declaration that:



- (A) Changes Article 6 or otherwise changes the method of determining the Common Assessments or other Charges that may be levied against an Owner;
- (B) Changes Section 7.04 or Article 10;
- (C) Changes this Article 11 or any other provisions of this Declaration that specifically grants rights to First Mortgagees;
- (D) Materially changes insurance and fidelity coverage requirements;
- (E) Changes voting rights; or
- (F) Imposes a right of first refusal or similar restriction on the
- (G) right of an Owner to sell, transfer or otherwise convey his Lot.

(ii) The withdrawal of the Property from the provisions of this Declaration.

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within thirty (30) days after making the request for consent.

## **ARTICLE 12 MISCELLANEOUS**

12.01 **NOTICES**: Any notice required to be sent to any Owner under this Declaration or the other Governing Documents shall be deemed to have been properly sent if (a) mailed, postage prepared, to the Owner's last known address as it appears on the records of the Association at the time of such mailing, (b) transmitted by facsimile or e-mail to the Owner's facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (c) when personally delivered to the Owner's Home. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

12.02 **CAPTIONS**: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

12.03 **SEVERABILITY**: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration that shall, and all other provisions, remain in full force and effect.

12.04 **CONSTRUCTION**: The Directors may construe the provisions of this Declaration, and, absent adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding on all persons and entities benefited or bound by this Declaration.

**12.05 INTERPRETATION:** For this Declaration, (a) the words "include," "includes," and "including" are deemed followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Declaration as a whole; (d) the masculine gender shall be deemed to include the feminine and neuter, the singular the plural, and vice versa.

**12.06 PERPETUITIES AND OTHER INVALIDITY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, the former President of the United States.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**DECLARANT: Whispering Willow Development, LLC**

By: Deborah L Meacham Revocable Living Trust

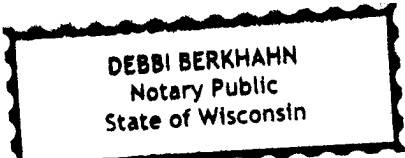
By: Deborah Meacham  
Name: Deborah L Meacham, Trustee  
Title: Managing Member

By: Meacham Properties, LLC

By: Kathryn A. Meacham  
Name: Kathryn A. Meacham  
Title: Managing Member

STATE OF WISCONSIN :  
: SS.  
COUNTY OF BROWN :

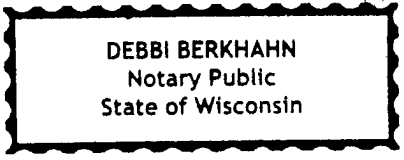
Personally came before me this 8<sup>th</sup> day of June, 2021, the above-named Deborah L Meacham, Trustee of Deborah L Meacham Revocable Trust, to me known to be the person who executed the foregoing instrument, and to me known to be such Managing Member of said limited liability company, and acknowledged that she executed the foregoing instrument as such Managing Member as the deed of said limited liability company, by its authority.



Debbi Berkhahn  
Print Name: Debbi Berkhahn  
Notary Public, State of Wisconsin  
My Commission: 02.26.2025

STATE OF WISCONSIN :  
: SS.  
COUNTY OF BROWN :

Personally came before me this 8<sup>th</sup> day of June, 2021, the above-named Kathryn A. Meacham, Managing Member of Meacham Properties, LLC, to me known to be the person who executed the foregoing instrument, and to me known to be such Managing Member of said limited liability company, and acknowledged that she executed the foregoing instrument as such Managing Member as the deed of said limited liability company, by its authority.



Debbi Berkhahn  
Print Name: Debbi Berkhahn  
Notary Public, State of Wisconsin  
My Commission: 02.26.2025

THIS INSTRUMENT WAS DRAFTED BY: Deborah L Meacham, Trustee of Deborah L Meacham Revocable Living Trust

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

Lots 93 through 116, inclusive, according to the recorded Plat of Whispering Willow 7<sup>th</sup> Addition, Village of Bellevue, Brown County, Wisconsin.