



# PLAN COMMISSION

Wednesday, July 10, 2024 – 6:30 PM

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Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947

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## AGENDA

### CALL TO ORDER

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

### PUBLIC HEARING(S) AND/OR PUBLIC INFORMATION MEETINGS

- A. Plan Commission Public Hearing on a Conditional Use Application submitted by Jesse May for a proposed short-term rental accessory use on Tax ID #006-1708 addressed as 3623 Jadetree Terrace.
- B. Plan Commission Public Hearing on a Conditional Use Application submitted by Rob & Carla Hackbarth for a proposed short-term rental accessory use on Tax ID #006-1496 addressed as 7980 Coleman Ridge.

### APPROVAL OF MINUTES

- A. Approval of the Minutes of the Wednesday, June 12, 2024 Plan Commission Meeting

### OPEN FORUM – Public comments addressed to the Plan Commission

Individuals properly signed in may speak directly to the Plan Commission on non-repetitive Planning and Zoning matters whether on or not on the agenda. Commentators must wait to be called, must speak from the podium, directing their comments to the Commission. Comments must be orderly, and will be limited to a maximum of **2 minutes** per person. **Public comment is not permitted outside of this public comment period. Note:** The Commission's ability to act on or respond to the public comments is limited by Chapter 19, Wis. Stats. Please complete the "Request to Speak at Meeting" form located on the agenda/sign-in table and submit the form to the Town Clerk for in-person attendance.

### CORRESPONDENCE

- A. Distribution of the June 2024 Building Inspection Report
- B. Distribution of an article dated July 2, 2024, reporting on a short-term rental incident in Juneau County

### BUSINESS

- A. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Jesse May for a proposed short-term rental accessory use on Tax ID #006-1708 addressed as 3623 Jadetree Terrace.
- B. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Rob & Carla Hackbarth for a

proposed short-term rental accessory use on Tax ID #006-1496 addressed as 7980 Coleman Ridge.

- C. Review/Recommendation: Plan Commission review & recommendation on a Certified Survey Map (CSM) Review Application submitted by Chris Perreault on behalf of Arden & Dorothy Eckstein for a proposed CSM dividing Tax ID #006-0572 (3960 Larsen Rd) into two (2) lots.
- D. Review/Recommendation: Plan Commission review & recommendation on a Certified Survey Map (CSM) Review Application submitted by McMahon Associates Inc, on behalf of Clayton Development Group, LLC to establish zero lot lines for the planned Twin Homes to be located on Tax ID #006-1805 (2642 and 2644 Princeton Dr) & Tax ID #006-1806 (2648 and 2650 Princeton Dr).
- E. Review/Recommendation: Plan Commission review & recommendation on a Preliminary Plat Review Application submitted by Davel Engineering on behalf of Jacobs Design Homes LLC for a Condominium Plat affecting Tax ID #006-1802 (2601 and 2603 St Thomas Ln).
- F. Review/Recommendation: Plan Commission review & recommendation on a Preliminary Plat Review Application submitted by McMahon Associates on behalf of Clayton Development Group LLC, for approval of revisions to Scholar Ridge Estates Plat, dividing Tax ID #006-0618-01(Marlo Ave / St Norbert Dr) & Tax ID #006-0632 into 106 lots intended for a combination of two-family residential & single-family residential uses.

#### **UPCOMING MEETING ATTENDANCE**

- A. Plan Commission (6:30 pm start unless otherwise noted) - Aug 14; Sept 11; Oct 9
- B. Town Board (6:30 pm start unless otherwise noted) - July 17; Aug 7 & 21; Sept 4 & 18

#### **ADJOURNMENT**

Respectfully submitted,

Dick Knapinski  
Plan Commission Chair

*Pursuant to Wisconsin Statute 19.84 (2) and (3) notice is hereby given to the public and the media that two or more members of any or all Boards, Commissions, and Committees of the Town of Clayton, may attend the meeting of the Plan Commission in order to gather information. For purposes of the Open Meetings Law only; attendance at a meeting by a quorum of members of the Town Boards, Commissions, and Committees constitutes a meeting of the Board, Commission, or Committee, pursuant to Badke Vs. Village Board of Village of Greendale, 173 Wis2d 553, 494 NW2d 408 (1993), and must be noticed as such, although it is not contemplated that any formal action by those bodies will be taken. The only business to be conducted is for Plan Commission action.*

*Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, please call the Town Office at 920.836.2007.*

**This agenda has been posted at the following locations in the Town of Clayton:**

1. The Town Hall Posting Board – 8348 Hickory Ave, Larsen, WI 54947
2. The Town's Web Page: --

**TOWN OF CLAYTON  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Plan Commission of the Town of Clayton will hold Public Hearings at 6:30 pm on Wednesday, July 10, 2024, in the Town Hall Meeting Room located at 8348 Hickory Ave, Larsen WI 54947. The purpose of the Public Hearings is to receive public comment regarding the following Conditional Use Applications:

THE PETITIONER(S): Jesse May requests approval of approval of a Conditional Use Application for a proposed short-term rental accessory use on Tax ID #006-1708 addressed 3623 Jadetree Terrace. ac

THE PETITIONER(S): Rob & Carla Hackbarth request approval of approval of a Conditional Use Application for a proposed short-term rental accessory use on Tax ID #006-1496 addressed 7980 Coleman Ridge.

Copies of the Conditional Use Applications are available at the Town Hall, or by contacting the Town Clerk at (920) 836-2007. All interested parties and any objections to this request being granted will be heard at the Public Hearings. If you cannot attend the Public Hearings, you may submit written comments to the Town Clerk before 4:00 pm on the date of the Public Hearings.

Dated this 21<sup>st</sup> day of June, 2024  
Kelsey Faust-Kubale, Clerk

Publish Wednesday, June 26, 2024  
and  
Wednesday, July 3, 2024

Post on or before June 26, 2024

# 006-1708 STR CUP

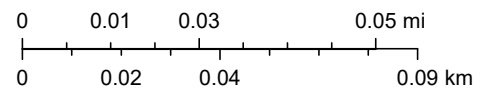
Item A.



6/12/2024, 12:41:41 PM

1:1,721

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways
- Navigable - Permanent (unchecked)
- Navigable - Intermittent (unchecked)
- Navigable - Stream (unchecked)
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW
- Municipal Boundary



Winnebago County GIS, Nearmap, Imagery Date: April 2020

# 006-1496 STR CUP

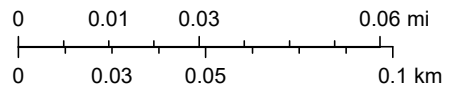
Item B.



6/12/2024, 2:13:25 PM

1:2,019

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways
- Navigable - Permanent (unchecked)
- Navigable - Intermittent (unchecked)
- Navigable - Stream (unchecked)
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW
- Municipal Boundary



Winnebago County GIS, Nearmap, Imagery Date: April 2020



## PLAN COMMISSION

Wednesday, June 12, 2024 – 6:30 PM

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**Town Hall Meeting Room, 8348 Hickory Ave, Larsen, WI 54947**

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### MINUTES

#### CALL TO ORDER

Chair Knapinski called the meeting to order at 6:31 pm

- A. Pledge of Allegiance
- B. Verification of Notice
- C. Meeting Roll

#### PRESENT

Chair Knapinski  
 Commissioner Haskell  
 Commissioner Nemecek  
 Commissioner Ketter  
 Commissioner Hopkins

#### EXCUSED

Commissioner Dorow  
 Town Board Rep. Christianson

#### STAFF

Administrator Wisnefske  
 Clerk Faust-Kubale  
 Planner Jaworski  
 Code Administrator Greenburg

#### PUBLIC HEARING(S) AND/OR PUBLIC INFORMATION MEETINGS

- A. Plan Commission Public Hearing on a Conditional Use Application submitted by Keegan O'Hearn for a proposed short-term rental accessory use on Tax ID #006-1277 addressed as 9262 Bomar Ave.

#### **NO COMMENTS RECEIVED - HEARING CLOSED AT 6:32 PM**

- B. Plan Commission Public Hearing on a Conditional Use Application submitted by Brian Piechocki for a proposed short-term rental accessory use on Tax ID #006-0888 addressed as 2675 Oakridge Rd.

Brian Piechocki, 2675 Oakridge Rd, Neenah WI noted he was available if the Commissioners had any questions regarding the application.

#### **HEARING CLOSED AT 6:34 PM**

- C. Plan Commission Public Hearing on a Conditional Use Application submitted by Jesse Gander for a proposed short-term rental accessory use on Tax ID #006-0564 addressed as 8426 County Rd T.

Jesse Gander, 8426 County Rd T, Larsen WI voiced displeasure with the process and requirements of the Conditional Use Permit process.

**HEARING CLOSED 6:43 PM**

- D. Plan Commission Public Hearing on a Conditional Use Application submitted by Patrick Ostroth for a proposed short-term rental accessory use on Tax ID #006-0782-01 addressed as 7539 Green Meadow Rd.

Patrick Ostroth, 7539 Green Meadow Rd, Oshkosh WI, voiced displeasure with the process and requirements of the Conditional Use Permit process.

**HEARING CLOSED 6:48 PM**

- E. Plan Commission Public Hearing on a Conditional Use Application submitted by Louis Braatz & Nicole Schroeder for a proposed short-term rental accessory use on Tax ID #006-1699 addressed as 3646 Emerald Crown Pkwy.

**NO COMMENTS RECEIVED - HEARING CLOSED AT 6:49 PM**

#### **APPROVAL OF MINUTES**

- A. Approval of the Minutes of the Wednesday, May 8, 2024 Plan Commission Meeting

#### **MOTION**

**Motion made** by Commissioner Nemecek, **Seconded** by Commissioner Hopkins to approve the Minutes of the Wednesday, May 8, 2024 Plan Commission Meeting.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

#### **OPEN FORUM – Public comments addressed to the Plan Commission – NONE**

#### **CORRESPONDENCE**

- A. Distribution of the May 2024 Building Inspection Report

#### **BUSINESS**

- A. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Application submitted by Keegan O'Hearn for a proposed short-term rental accessory use on Tax ID #006-1277 addressed as 9262 Bomar Ave.

#### **MOTION**

**Motion made** by Commissioner Ketter, **Seconded** by Commissioner Nemecek to recommend approval of the Conditional Use Permit Application submitted by Keegan O'Hearn with the following Staff Recommendations & Conditions:



1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

- B. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Brian Piechocki for a proposed short-term rental accessory use on Tax ID #006-0888 addressed as 2675 Oakridge Rd.

### **MOTION**

**Motion made** by Commissioner Hopkins, **Seconded** by Commissioner Haskell to recommend approval of the Conditional Use Permit Application submitted by Brian Piechocki with the following Staff Recommendations & Conditions:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

- C. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Jesse Gander for a proposed short-term rental accessory use on Tax ID #006-0564 addressed as 8426 County Rd T.

#### **MOTION**

**Motion made** by Commissioner Haskell, **Seconded** by Commissioner Ketter to recommend approval of the Conditional Use Permit Application submitted by Jesse Gander with the following Staff Recommendations & Conditions:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
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16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

- D. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Patrick Ostroth for a proposed short-term rental accessory use on Tax ID #006-0782-01 addressed as 7539 Green Meadow Rd.

## **MOTION**

**Motion made** by Commissioner Ketter, **Seconded** by Commissioner Haskell to recommend approval of the Conditional Use Application submitted by Patrick Ostroth with the following Staff Recommendations & Conditions:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

- E. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Louis Braatz & Nicole Schroeder for a proposed short-term rental accessory use on Tax ID #006-1699 addressed as 3646 Emerald Crown Pkwy.

#### **MOTION**

**Motion made** by Commissioner Nemecek, **Seconded** by Commissioner Ketter to recommend approval of the Conditional Use Permit Application submitted by Louis Braatz & Nicole Schroeder with the following Staff Recommendations & Conditions:

1. If only portions of the residence are proposed to be rented, the applicant should submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Applicant and Building Inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. Any applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a Tourist Rooming House License from the State Department of Agriculture, Trade, and Consumer Protection (DATCAP).
5. All short-term rental activities shall occur within a single-family residential dwelling.
6. All structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. A Conditional Use Permit for short-term rentals be transferable between property owners.
8. The operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. The exterior appearance of the building shall not be altered from its single-family appearance.
10. All signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed four (4) square feet in area.
11. No food preparation or cooking shall be allowed in guest rooms.
12. Meals shall only be offered to overnight guests.
13. Rentals shall not exceed 29 consecutive days.
14. Rentals shall be limited to 180 days within any 365-day period.
15. All parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. All local, state, and federal taxes must be filed with the appropriate agencies. Short-term rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

- F. Review/Recommendation: Plan Commission review & recommendation on a Certified Survey Map (CSM) submitted by Nick Schmidt on behalf of Big Ring Properties, LLC for a proposed CSM dividing Tax ID #006-0006-10-02 (Lind Ln) into two (2) lots.

#### **MOTION**

**Motion made** by Commissioner Haskell, **Seconded** by Commissioner Nemecek to recommend denial of the CSM Review Application submitted by Nick Schmidt on behalf of Big Ring Properties, LLC.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

- G. Review/Recommendation: Plan Commission review & recommendation on a Certified Survey Map (CSM) submitted by Corey Kalkofen of McMahon Associates Inc. on behalf of Pint, LLC & KBN LLC for a proposed CSM dividing & reconfiguring Tax ID #006-0370 (2590 County Rd II), Tax ID #006-0370-06, & Tax ID #006-0370-07 into two (2) lots.

**MOTION**

**Motion made** by Commissioner Ketter, **Seconded** by Commissioner Nemecek to recommend approval of the CSM Review Application submitted by Corey Kalkofen of McMahon Associates Inc. on behalf of Pint, LLC & KBN LLC with the following Staff Recommendations & Conditions:

1. Based on the County GIS, a number of structures defined as buildings (shelter & gazebos) are not shown and shall be added to the CSM. If those buildings have been or are to be razed, documentation for the removal shall be provided to the Town prior to approval of the CSM.
2. The WDNR Surface Water Data Viewer identifies two areas associated with the ponds on proposed Lot 2. Those artificial ponds shall be added to the CSM with the source of the information.
3. The typographical error in the Right to Farm Covenant shall be corrected to "The lots created on this map are adjacent to..." prior to approval of the CSM.

**Voting Yea**: Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

- H. Review/Recommendation: Plan Commission review & recommendation on a Conditional Use Application submitted by Kunes Appleton Properties for a proposed addition to the existing heavy vehicle sales and rental principal building located at 2615 West American Drive, specifically described as Tax ID #006-0341-01.

**MOTION**

**Motion made** by Commissioner Ketter, **Seconded** by Commissioner Hopkins to recommend approval of the Conditional Use Application submitted by Kunes Appleton Properties with the following Staff Recommendations & Conditions:

1. The project shall comply with all applicable local, state, and federal codes/ordinances.
2. An up-to-date Site Plan must be on file, at all times with the Town of Clayton.
3. All activities on the subject property shall not in any way become a nuisance by reason of appearance, noise, dust, smoke, illumination, order or any other similar factor.
4. Subject to the applicant allowing the subject property to be available for inspection by the Town of Clayton officials at any reasonable time and upon reasonable notice.
5. Winnebago County & Wisconsin Department of Natural Resources (DNR) permits/approvals for stormwater management and erosion control shall be

obtained and copies of such permits/approvals shall be submitted to the Town prior to commencing construction of the building addition.

6. DNR approval for wetland disturbance/filling shall be obtained and a copy of such approval shall be submitted to the Town within six (6) months of Conditional Use and Site Plan approvals. If the applicant fails to provide the Town a copy of the DNR approval for wetland disturbance/filling within six (6) months of Conditional Use Permit and Site Plan approvals, all illegal fill within the wetland shall be removed and the wetland shall be restored to preexisting conditions prior to the wetland fill violation.

7. Documentation shall be provided that the required wetland restoration activities have been completed per the restoration plan, including fill removal, reseeding, and site stabilization, prior to commencing construction of the proposed building addition.

8. Documentation of the Solar Reflective Index (SRI) of the proposed roofing materials shall be provided, prior to commencing construction of the proposed building addition.

9. Documentation shall be provided to verify all exterior lighting is IDA (International Dark-Sky Assoc.) certified, prior to commencing construction of the proposed building addition.

10. Any future proposed signage shall comply with the applicable requirements of Article 12 and Attachment E of the Town Zoning Ordinance.

11. Any substantial changes and/or additions to the site plan and/or building plans shall be reviewed and approved by the Plan Commission and Town Board in accordance with the Town Zoning Ordinance. Determination of whether a change or addition is substantial shall be at the discretion of the Town Administrator.

12. The location of the refuse/recycling enclosure must be clearly identified on the site plan. All outside store of waste/trash or recyclables shall be screened from view and enclosed by a fence or wall that extends to the tallest point of waste/trash or recyclable container(s), but not less than six (6) feet in height. Fencing or walls shall meet all applicable design and dimensional requirements of Sec. 9.08-209. The Plan Commission reserves the right to require additional vegetative screening to ensure the enclosure is adequately screened from view.

13. If the new proposed driveway on the eastern side of the property to W American Dr. is to exceed the maximum width of 36 feet at its juncture with the street pavement, a culvert clean-out shall be constructed to meet the Town's standards.

**Voting Yea:** Chair Knapinski, Commissioner Ketter, Commissioner Hopkins

**Voting Nay:** Commissioner Haskell

**Abstaining:** Commissioner Nemecek

**Motion carried 3-1 with 1 abstention.**

- I. Review/Recommendation: Plan Commission review & recommendation on a Site Plan Application submitted by Kunes Appleton Properties for a proposed addition to the existing heavy vehicle sales and rental principal building located at 2615 West American Drive, specifically described as Tax ID #006-0341-01.

## **MOTION**

**Motion made** by Commissioner Haskell, Seconded by Commissioner Ketter to recommend approval of the Site Plan Application submitted by Kunes Appleton Properties with the following Staff Recommendations & Conditions:

1. The project shall comply with all applicable local, state, and federal codes/ordinances.
2. An up-to-date Site Plan must be on file, at all times with the Town of Clayton.
3. All activities on the subject property shall not in any way become a nuisance by reason of appearance, noise, dust, smoke, illumination, order or any other similar factor.
4. Subject to the applicant allowing the subject property to be available for inspection by the Town of Clayton officials at any reasonable time and upon reasonable notice.
5. Winnebago County & Wisconsin Department of Natural Resources (DNR) permits/approvals for stormwater management and erosion control shall be obtained and copies of such permits/approvals shall be submitted to the Town prior to commencing construction of the building addition.
6. DNR approval for wetland disturbance/filling shall be obtained and a copy of such approval shall be submitted to the Town within six (6) months of Conditional Use and Site Plan approvals. If the applicant fails to provide the Town a copy of the DNR approval for wetland disturbance/filling within six (6) months of Conditional Use Permit and Site Plan approvals, all illegal fill within the wetland shall be removed and the wetland shall be restored to preexisting conditions prior to the wetland fill violation.
7. Documentation shall be provided that the required wetland restoration activities have been completed per the restoration plan, including fill removal, reseeding, and site stabilization, prior to commencing construction of the proposed building addition.
8. Documentation of the Solar Reflective Index (SRI) of the proposed roofing materials shall be provided, prior to commencing construction of the proposed building addition.
9. Documentation shall be provided to verify all exterior lighting is IDA (International Dark-Sky Assoc.) certified, prior to commencing construction of the proposed building addition.
10. Any future proposed signage shall comply with the applicable requirements of Article 12 and Attachment E of the Town Zoning Ordinance.
11. Any substantial changes and/or additions to the site plan and/or building plans shall be reviewed and approved by the Plan Commission and Town Board in accordance with the Town Zoning Ordinance. Determination of whether a change or addition is substantial shall be at the discretion of the Town Administrator.
12. The location of the refuse/recycling enclosure must be clearly identified on the site plan. All outside store of waste/trash or recyclables shall be screened from view and enclosed by a fence or wall that extends to the tallest point of waste/trash or recyclable container(s), but not less than six (6) feet in height. Fencing or walls shall meet all applicable design and dimensional requirements of Sec. 9.08-209. The Plan Commission reserves the right to require additional vegetative screening to ensure the enclosure is adequately screened from view.
13. If the new proposed driveway on the eastern side of the property to W American Dr. is to exceed the maximum width of 36 feet at its juncture with the



street pavement, a culvert clean-out shall be constructed to meet the Town's standards.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Ketter, Commissioner Hopkins

**Abstaining:** Commissioner Nemecek

**Motion carried 4-0 with 1 abstention.**

- J. Review/Discussion: Plan Commission review & discussion on a Concept Plan Review Application submitted by Troy Ribble for a proposed land division reconfiguring a portion of Tax ID #006-0006-02-02 (9670 Lind Ln); Tax ID #006-0006-09 (9618 Lind Ln); and all of Tax ID #006-00006-10-02 into five lots.

**DISCUSSION ITEM ONLY - NO ACTION TAKEN**

- K. Review/Discussion: Plan Commission review & discussion on a Concept Plan for the proposed move of a Habitable Building to Tax ID #006-0006-06 (Lind Ln) indicating where the final structures will be located.

**DISCUSSION ITEM ONLY - NO ACTION TAKEN**

**UPCOMING MEETING ATTENDANCE**

- A. Plan Commission (6:30 pm start unless otherwise noted) - July 10; Aug 14; Sept 11
- B. Town Board (6:30 pm start unless otherwise noted) - June 19; July 3 & 17; Aug 7 & 21
- C. Town of Clayton TID #1 Annual Meeting - June 20 starting at 10 am

**ADJOURNMENT**

**MOTION**

**Motion made** by Commissioner Haskell, **Seconded** by Commissioner Nemecek to adjourn at 9:10 pm.

**Voting Yea:** Chair Knapinski, Commissioner Haskell, Commissioner Nemecek, Commissioner Ketter, Commissioner Hopkins

**Motion carried 5-0.**

Respectfully submitted,

Kelsey Faust-Kubale  
Town Clerk

INTERMUNICIPAL REPORT JUNE 2024 PERMITTING

YEAR TO DATE SUMMARY

DATE	PERMIT #	OWNER	ADDRESS	DESCRIPTION	CONTRACTOR	EST. PROJECT COST	PERMIT FEE	BLDG INSPECTOR FEE	TOWN	EST. PROJECT COST	PERMIT FEE	BLDG INSPECTOR FEE	YEAR TO DATE TOTAL
<b>TOWN OF CLAYTON PERMITS:</b>													
6/5/2024	99-24-6P	TRAVIS PASCHEN	8453 WHISPERING MEADOWS	NSFD PLUMB	SBS PLUMB	\$ 35,000.00	\$ 461.52	\$ 369.22	Town of Clayton	\$ 2,232,387.00	\$ 23,309.74	\$ 18,647.79	\$ 54,140.70
6/5/2024	100-24-6H	RICK ENGEWAN	3116 BUTTERCUP	REPLACE A/C	BLACK-HAAK	\$ 6,000.00	\$ 75.00	\$ 60.00	Town of Winneconne	\$ 285,033.00	\$ 1,596.56	\$ 1,277.25	\$ 8,579.84
6/5/2024	101-24-6H	JEFF COULTHARD	3218 BREEZEWOOD	REPLACE AC	BLACK-HAAK	\$ 5,000.00	\$ 75.00	\$ 60.00	<b>Total</b>	<b>\$ 2,497,420.00</b>	<b>\$ 24,906.30</b>	<b>\$ 19,925.04</b>	<b>\$ 62,720.54</b>
6/6/2024	102-24-6B	DENNIS THIEL BUILDERS	2666 LAWRENCE	NSFD	DENNIS THIEL BUILDERS	\$ 335,000.00	\$ 765.00	\$ 628.00	Full Burden Wage			\$ -	
6/6/2024	103-24-6B	DAVE KEBERLEIN	3186 LARSEN	DETACHED GARAGE	SELF	\$ 25,000.00	\$ 244.00	\$ 195.20				\$ -	
6/11/2024	104-24-6B	JASON NENONEN	9377 BROAD MEADOWS	NSFD	IKON CUSTOM HOMES	\$ 716,000.00	\$ 1,089.92	\$ 871.94				\$ -	
6/12/2024	105-24-6E	TRAVIS PASCHEN	8453 WHISPERING MEADOWS	NSFD ELECT	TEAM SERVICES	\$ 34,700.00	\$ 461.52	\$ 369.22				\$ -	
6/12/2024	106-24-6E	VANS REALTY	8364 ST NORBERTS	NSFD ELECT	QUANTUM ELECT	\$ 15,000.00	\$ 318.30	\$ 254.64				\$ -	
6/12/2024	107-24-6P	PREMIER REAL ESTATE	9119 N CLAYTON	WATER LINES FOR IRRIGATION	K KELLY	\$ 2,440.00	\$ 300.00	\$ 240.00				\$ -	
6/12/2024	108-24-6H	JACOBS DESIGN	2601 & 2603 ST THOMAS	NSFD HVAC	HAAK HEATING	\$ 10,000.00	\$ 458.88	\$ 367.10				\$ -	
6/12/2024	109-24-6H	VANS REALTY	8364 ST NORBERTS	NSFD HVAC	BLACK-HAAK	\$ 10,000.00	\$ 318.30	\$ 254.64				\$ -	
6/12/2024	110-24-6P	VANS REALTY	8364 ST NORBERTS	NSFD PLUMB	TIM RAUSCH	\$ 12,000.00	\$ 318.30	\$ 254.64				\$ -	
6/18/2024	111-24-6H	CLAYTON DEVELOPMENT	8437 8439,8441,8445,8447 MARLO	5 MULTI - FAMILY HVAC	K-KELLY INC	\$ 335,000.00	\$ 5,667.00	\$ 4,533.60				\$ -	
6/18/2024	112-24-6P	CLAYTON DEVELOPMENT	8437 8439,8441,8445,8447 MARLO	5 MULTI - FAMILY PLUMB	K-KELLY INC	\$ 480,000.00	\$ 5,667.00	\$ 4,533.60				\$ -	
6/18/2024	113-24-6E	CLAYTON DEVELOPMENT	8437 8439,8441,8654,8447, MARLO	5 MULTI - FAMILY ELECT	LEE MECHANICAL	\$ 160,000.00	\$ 5,667.00	\$ 4,533.60				\$ -	
6/19/2024	114-24-6B	MIKE ZERNZACH	9086 OAKWOOD	DETACHED GARAGE	SELF	\$ 15,000.00	\$ 169.12	\$ 135.30				\$ -	
6/24/2024	115-24-6E	LUEBKE ACRES	3905 CTY II #1	SERVICE	MR TEAS	\$ 800.00	\$ 100.00	\$ 80.00				\$ -	
6/24/2024	116-24-6E	LUEBKE ACRES	3905 CTY II #1	SERVICE	MR TEAS	\$ 800.00	\$ 100.00	\$ 80.00				\$ -	
6/24/2024	117-24-6E	LUEBKE ACRES	3905 CTY II #3	SERVICE	MR TEAS	\$ 800.00	\$ 100.00	\$ 80.00				\$ -	
6/24/2024	118-24-6E	LUEBKE ACRES	3905 CTY II #7	SERVICE	MR TEAS	\$ 800.00	\$ 100.00	\$ 80.00				\$ -	
6/24/2024	119-24-6E	LUEBKE ACRES	3905 CTY II #9	SERVICE	MR TEAS	\$ 800.00	\$ 100.00	\$ 80.00				\$ -	
6/24/2024	120-24-6E	LUEBKE ACRES	3905 CTY II #11	SERVICE	MR TEAS	\$ 800.00	\$ 100.00	\$ 80.00				\$ -	
6/26/2024	121-24-6P	JACOBS DESIGN	2601 & 2603 ST THOMAS	NSFD PLUMB	WAITERS PLUMB	\$ 25,548.00	\$ 458.88	\$ 367.10				\$ -	
6/26/2024	122-24-6E	STEVEN SELJAN	8393 MOESER	GENERATOR INSTALL	ALANS ELECT	\$ 1,500.00	\$ 100.00	\$ 80.00				\$ -	
6/26/2024	123-24-6H	JANICE LAMAIDE	7524 CTY T	REPLACE A/C	MODERN SHEET METAL	\$ 4,399.00	\$ 75.00	\$ 60.00				\$ -	
						<b>\$ 2,232,387.00</b>	<b>\$ 23,309.74</b>	<b>\$ 18,647.79</b>	<b>TOTALS</b>	<b>\$ 2,232,387.00</b>	<b>\$ 23,309.74</b>	<b>\$ 18,647.79</b>	
<b>TOWN OF WINNECONNE PERMITS:</b>													
6/5/2024	51-24-6B	JAMIE PRANGE	5927 OAK	SIDING	SELF	\$ 6,000.00	\$ 50.00	\$ 40.00				\$ -	
6/5/2024	52-24-6H	PAMELA JACOBSON	7092 JACOBSON	REPLACE A/C	BLACK-HAAK	\$ 4,000.00	\$ 40.00	\$ 32.00				\$ -	
6/5/2024	53-24-6H	STEVE JOHNSON	6739 OLEN TR	REPLACE A/C	MODERN SHEET METAL	\$ 4,599.00	\$ 40.00	\$ 32.00				\$ -	
6/13/2024	54-24-6B	GAY ANDERSON	5382 CTY G	ADDN	GRACE VALLEY BUILDERS	\$ 50,000.00	\$ 130.20	\$ 104.16				\$ -	
6/13/2024	55-24-6E	GAY ANDERSON	5382 CTY G	ADDN ELECT	GRACE VALLEY BUILDERS	\$ 1,500.00	\$ 115.56	\$ 92.45				\$ -	
6/17/2024	56-24-6E	ROD STOFFEL	7219 CLARKS PT	SERVICE	FOLSKE ELECT	\$ 9,475.00	\$ 60.00	\$ 48.00				\$ -	
6/17/2024	57-24-6B	ED DOMBROWSKI	6075 NAPLES	REROOF	ALL-AMERICAN CONST	\$ 15,000.00	\$ 80.00	\$ 64.00				\$ -	
6/17/2024	58-24-6B	ROY BESCH	6709 WHITETAIL	REMOD	SELF	\$ 10,000.00	\$ 80.00	\$ 64.00				\$ -	
6/17/2024	59-24-6E	ROY BESCH	6709 WHITETAIL	ELECT REMOD	BUSS ELECT	\$ 1,397.00	\$ 45.00	\$ 36.00				\$ -	
6/19/2024	60-24-6B	MIKE STOPAR	7174 LA BELLE	REMOD	LONGWORTH CONST	\$ 10,000.00	\$ 160.00	\$ 128.00				\$ -	
6/19/2024	61-24-6B	JEREMY MISCHKA	5171 N HARBOR	KITCHEN REMOD	DUFEX CONST	\$ 50,000.00	\$ 277.50	\$ 222.00				\$ -	
6/19/2024	62-24-6P	VICKIE WOLOSEK	7102 SHORELINE	REPLACE WATER HEATER	INTEGRITY PLUMB	\$ 1,478.00	\$ 45.00	\$ 36.00				\$ -	
6/26/2024	63-24-6B	CHRISTINA MILLARD	5811 CTY S	BASEMENT REMOD	PRECISION XTERIORS	\$ 35,000.00	\$ 121.00	\$ 96.80				\$ -	
6/26/2024	64-24-6E	CHRISTINA MILLARD	5811 CTY S	BASEMENT REMOD ELECT	PRECISION XTERIORS	\$ 12,000.00	\$ 57.30	\$ 45.84				\$ -	
6/26/2024	65-24-6P	CHRISTINA MILLARD	5811 CTY S	BASEMENT REMOD PLUMB	PRECISION XTERIORS	\$ 12,000.00	\$ 57.30	\$ 45.84				\$ -	
6/26/2024	66-24-6E	ROBERTA MOWREY	5061 RIVERMOOR	GENERATOR INSTALL	FOLSKE ELECT	\$ 12,584.00	\$ 60.00	\$ 48.00				\$ -	
6/24/2024	67-24-6E	TOM STARK	6473 PAULSON	NSFD ELECT	MK ELECT	\$ 30,000.00	\$ 257.70	\$ 206.16				\$ -	
						<b>\$ 265,033.00</b>	<b>\$ 1,596.56</b>	<b>\$ 1,277.25</b>	<b>TOTALS</b>	<b>\$ 265,033.00</b>	<b>\$ 1,596.56</b>	<b>\$ 1,277.25</b>	

[https://www.channel3000.com/news/rental-property-site-of-deadly-fire-not-licensed-for-rentals/article\\_cd007b66-38c7-11ef-bfaa-7788530fe319.html](https://www.channel3000.com/news/rental-property-site-of-deadly-fire-not-licensed-for-rentals/article_cd007b66-38c7-11ef-bfaa-7788530fe319.html)

FEATURED

## Rental property, site of deadly fire, not licensed for rentals

Maddie Heimsch

Jul 2, 2024

GERMANTOWN, Wis. -- The Juneau County rental property that caught fire Sunday, killing six guests, was not legally licensed to rent.

The three adults and three children were staying with approximately a dozen other family members in the home on Morro's Mile Road in Germantown. Neighbors say the owner regularly rented out the home through Airbnb.

Lodging permits for Juneau, Adams and Wood counties are approved through the Wood County Health Department. Ben Jeffrey, environmental health supervisor of the department, says the property at W5040 Morro's Mile Road did not hold a lodging license as of Sunday.

"We require smoke detectors and carbon monoxide detectors dependent on fuel burning appliances and sleeping rooms," said Jeffrey. "And then there's obviously building code and fire code as well."

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The permits, which must be reapproved annually, also require inspections of water supply, testing for bacteria and nitrate.

The township of Germantown does not regulate rental housing, but both Juneau County and the state of Wisconsin do. With the uptick in short-term rentals, thanks to sites like Airbnb, however, Jeffrey says smaller municipalities are working towards more regulation.

ADVERTISING

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"There's been an increasing number of local ordinances, so we kind of work hand-in-hand with a lot of towns and villages," said Jeffrey.

Germantown leaders tell News 3 that they are in the process of creating such ordinances. In a page on the town's website, "work session continued on short term rentals" is listed as an agenda item for the city's plan commission.

The fine for operating a rental site without a license is double the license fee, according to the Wood County Health Department. That fee is dependent on the size of the home.

As of 5:30 p.m. on Wednesday, the investigation into the cause of the fire is still ongoing.

The Juneau County Sheriff's Office released the names and ages of the adults who died in the fire and the ages of the children. They are: Steven Lance Witte (66), Charis Anne Kuehl (38), Lydia Marie Witte (35), an 8 year old, a 5 year old and a 2 year old.

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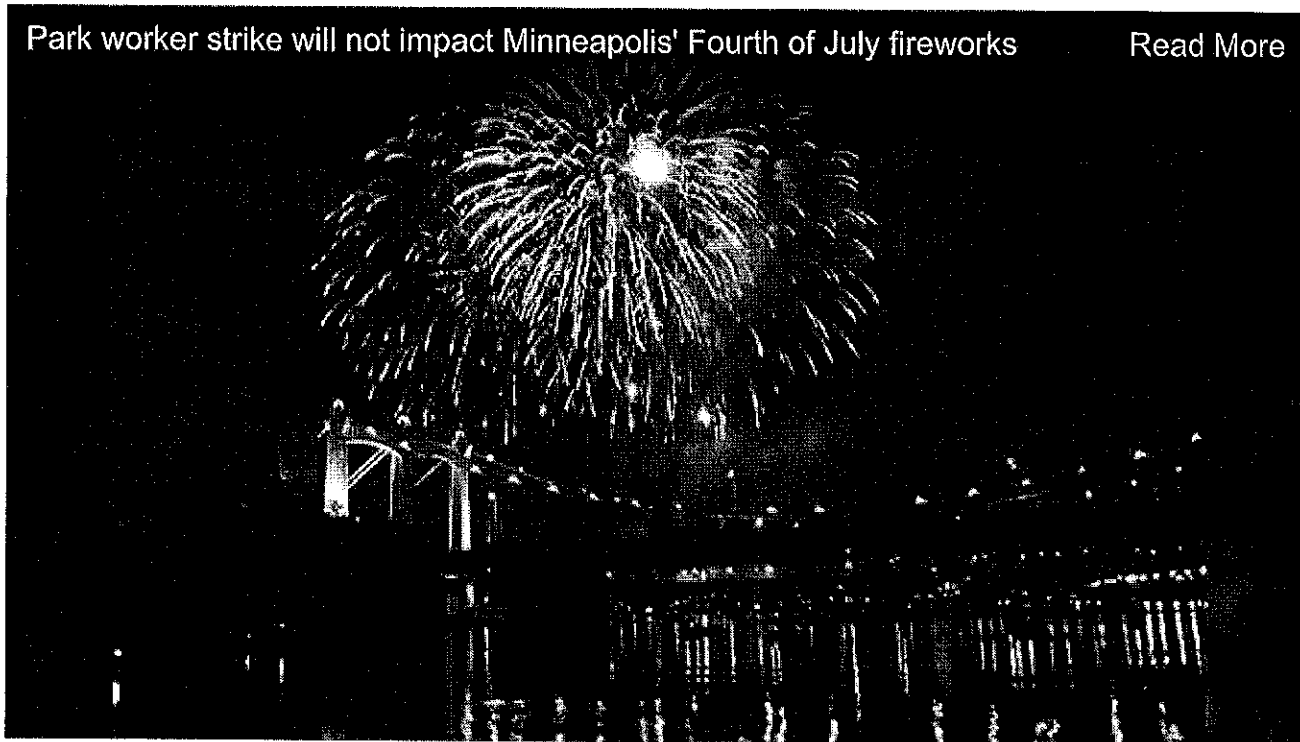
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Park worker strike will not impact Minneapolis' Fourth of July fireworks

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## Six family members killed in Wisconsin house fire

The fire broke out at a vacation rental about 35 miles from Wisconsin Dells.

**BRINGMETHENEWS** • UPDATED: 23 HOURS AGO • ORIGINAL: 23 HOURS AGO

Six people, including three children, were killed in a house fire in Wisconsin early Sunday.

Authorities have not shared any details regarding what might've caused the fire at the vacation rental property, but one witness told the Milwaukee Journal Sentinel she distinctly heard fireworks before seeing the bright orange flames.

The Juneau County Sheriff's Office said responders were called to the house fire on Morros Mile Road in Necedah around 2:35 a.m. Sunday, June 30.

Deputies found the home fully engulfed in flames and learned three adults and three children remained inside the residence.

"Unfortunately, six family members perished as a result of the fire," the sheriff's office wrote, adding the Wisconsin Department of Justice and State Fire Marshal have been asked to assist with the investigation.

"As of this press release, the fire appears to be accidental in nature; however, the investigation is on-going," the sheriff's office stated Monday.

St. Mark Ministries, a Lutheran church in De Pere, Wisconsin, shared more information Monday regarding the family members killed in the blaze.

"St. Mark partners Karl and Hannah Henselin and many of Hannah's extended family were vacationing in central Wisconsin at a vacation rental home," a statement from the church reads.

St. Mark Ministries identified the victims as follows:

- Lena Henselin (Karl and Hannah's daughter).
- Merci Henselin (Karl and Hannah's daughter).
- Pastor Steve Witte (Hannah's father).
- Lydia Witte (Steve and Mary Witte's daughter, Hannah's sister).
- Charis Kuehl (Pastor Steve Kuehl's wife, Steve and Mary Witte's daughter, Hannah's sister).
- Stella Kuehl (Steve and Charis' daughter).

A GoFundMe campaign has been created to support the husband and two remaining daughters of Charis Kuehl, who died in the fire along with her 5-year-old daughter Stella Kuehl.

The fundraiser is raising funds to help Charis Kuehl's husband, Steve, deal with the aftermath of the tragedy as he prepares to move with his two surviving daughters to New Ulm, Minnesota for a job at Minnesota Valley Lutheran High School.

"As many know, Steve and his family were vacationing with Charis' side of the family this past week when a fire broke out in their rental home," the page reads.

The fundraiser continues: "They had just bought a house in New Ulm. The girls will be attending a new grade school. They still need to pack and move from Powell, OH to New Ulm, MN. The list of endings and beginnings goes on and on. Now they do this without Charis and Stella."

As of early Tuesday afternoon, the campaign has raised over \$83,700.



## MEMORANDUM

### Public Hearing A & Business Item A

From: Administrator/Staff  
 To: Plan Commission  
 Re: Plan Commission Public Hearing on a Conditional Use Application submitted by Jesse May for a proposed short-term rental accessory use on Tax ID #006-1708 addressed as 3623 Jadetree Terrace.

AND

Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Jesse May for a proposed short-term rental accessory use on Tax ID #006-1708 addressed as 3623 Jadetree Terrace.

Below are the Staff Comments revised from earlier comments received from Code Administrator Kussow. The Commission has received several applications for Conditional Use Short-Term Rental Accessory Use, and these were the comments and recommendations provided. The conditions listed are the same that have consistently been recommended to the Board, and ultimately have been placed on the CUP Applications.

1. Per Exhibit 8-1, Land Use Matrix, a “short-term rental” accessory use is a conditional use in the subject property’s R-2 zoning district. Please note that Note #14 under Exhibit 8-1 states: *“This use may only occur with a principal residential use or where the residential dwelling is occupied by the owner.”*
2. Per Exhibit 8-1, a “short-term rental” accessory use requires a Zoning Permit and Site Plan review/approval. Since new construction is not proposed per the information submitted with the application, Site Plan review/approval per Division 8 of Article 8 is not required.
3. “Short Term Rental (STR)” accessory land use is defined as: *“A single-family residence that offers overnight accommodations for a daily charge and that also serves as a primary residence of the operator or owner. A STR includes bed & breakfast establishments, rental vacation home by owner, or other similar overnight private rental accommodations.”*
4. “Short-term rental” accessory use is subject to the requirements of Section 9.08-445, Short Term Rentals (STR’s), described/outlined below:
 

*“Short-term rentals are defined as a single-family residential structure that offers overnight accommodations for a daily fee that also serves as a primary residence of the operator or owner. A STR includes bed & breakfast establishments, rental vacation home by owner or other similar overnight private rental accommodations for fewer than 29 consecutive days.*

  - a. County license. *Prior to the establishment of a STR, the operator shall obtain a license from the Winnebago County Health Department and maintain such license for the life of the use or until the department no longer requires such license.*
  - b. State license. *Anyone who maintains, manages, or operates an STR for more than 10 nights each year is required to obtain a tourist rooming house license from the Wisconsin Department of Agriculture, Trade & Consumer Protection (DATCP).*

- c. Type of dwelling. An STR shall only occur within a single-family residential dwelling.
  - d. Conditional Use Permit (CUP). All STR structures require a one-time Conditional Use Permit as an Accessory Use to Single Family Residential as the Principal Use. A CUP can be transferable between property owners.
  - e. Residency requirement. The operator or owner of a STR shall maintain the single-family dwelling as their primary residence during the time period when rooms are offered.
  - f. Exterior character of the dwelling unit. The exterior appearance of the building shall not be altered from its single-family appearance. Signage shall conform with the standards identified in the Conditional Use Permit. However, the sign shall not exceed four (4) Sq. ft. in size.
  - g. Food preparation. No food preparation or cooking shall be allowed in guest rooms.
  - h. Meals. Meals shall only be offered to overnight guests.
  - i. Maximum stay. Rentals shall not exceed 29 consecutive days. Rental activity shall be limited to 180 days within any consecutive 365-day period.
  - j. Required inspection for public safety. Before the issuance of any Conditional Use Permit, an inspection of the residential structure shall occur by the Town's Building Inspector. All STR rooms for rent shall be UDC (Uniform Dwelling Code) compliant. Inspections shall occur every five years at a minimum.
  - k. Parking. All vehicle parking (homeowners and renters) must occur on-site. No on-street parking.
  - l. Tax Filing. All local, state, and federal taxes must be filed with the appropriate agencies. STR's must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.
- Items "a", "b", and "e" through "l" above may be addressed as conditions of approval for the CUP.
  - Item "c" above states that "an STR shall only occur within a single-family residential dwelling." If only portions of the residence are proposed to be rented, Staff recommends requesting the applicant to submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
  - Item "j" above requires an inspection of the residential structure by the Town's Building Inspector and that all STR rooms for rent shall be UDC (Uniform Dwelling Code) compliant.

### **Staff Recommendations:**

1. If only portions of the residence are proposed to be rented, Staff recommend requesting the applicant to submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Staff recommend that the applicant and building inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.

3. That the Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.
4. That any Applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a tourist rooming house license form the State Department of Agriculture, Trade, and Consumer Protection (DATCP).
5. That all short-term rental activities shall only occur within a single-family residential dwelling.
6. That all structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. That a Conditional Use Permit for Short-term rentals be transferable between property owners.
8. That the operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. That the exterior appearance of the building shall not be altered from its single-family appearance.
10. That all signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed (4) square feet in area.
11. That no food preparation or cooking shall be allowed in guest rooms.
12. That meals shall only be offered to overnight guests.
13. That rentals shall not exceed 29 consecutive days.
14. That rentals shall be limited to 180 days within any 365-day period.
15. That all parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. That all local, state, and federal taxes must be filed with the appropriate agencies. Short-term Rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

The listed suggested conditions are those that were placed on previous STR CUP applicants. Staff would respectfully suggest these conditions be placed on all future STR CUP applications recommended for approval, including this one.

### **Applicant Responses:**

The above-listed recommendations/conditions were presented in advance to the Applicant and Staff received the below responses:

1. Not Applicable (NA) – entire residence will be rented at one time.
2. I've reached out to Tom S. to arrange the inspection and will coordinate with him on availability. – **Inspector confirmed the residence is in compliance**
3. We've contacted the Winn. County Health Department to apply for the license and will follow their requirements.
4. Currently intended to only be for 9 nights per year (EAA week + weekends before/after)
5. Confirmed, this is all that we're requesting a permit for.
6. Applied for on 6/11 per the notice from Kelly W.
7. Understood, thank you.
8. Confirmed, this is and will be our primary residence.
9. Confirmed
10. Confirmed, no signage intended.
11. Confirmed, the house does not have that as available amenities, nor will it be added.
12. Confirmed, no meals are included in the rental.
13. Confirmed, property is only intended to be rented for the previously listed 9 days per calendar year.
14. Confirmed.

15. Understood, we will make sure any rental agreements properly reflect this point.
16. Confirmed, we will coordinate this with our accountant.

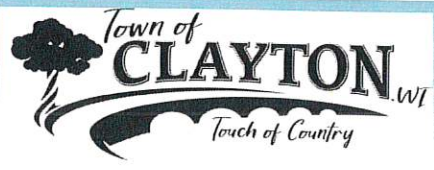
**SUGGESTED MOTION**

*Motion to recommend approval of the Conditional Use Permit Application submitted by Jesse May with all sixteen (16) listed Staff Recommendations & Conditions.*

Respectfully Submitted,  
Kelsey

### Conditional Use Application

**Town of Clayton Town Hall**  
 8348 Hickory Ave  
 Larsen, WI 54947  
 Phone: 920-836-2007  
 Email: clerk@claytonwinnebago.gov  
 Website: https://www.townofclayton.net/



**Property Owner(s)**

Name JESSE MAY  
 Street Address 3623 JADETREE TERR  
 City NEENAH State WI Zip Code 54956  
 Phone 920-284-5329  
 E-mail jesse.may@voith.com

**Applicant:**

Check: Architect:  Engineer:  Surveyor:  Attorney:  Agent:  Owner:   
 Name: JESSE MAY  
 Address: 3623 JADETREE TERR Zip Code: 54956  
 Phone: 920-284-5329 E-Mail: jesse.may@voith.com  
 Describe the reason for the Conditional Use: SHORT TERM RENTALS -  
PRIMARILY EAA

**Conditional Use Specifies:**

Number of Lots: 1 Total Acreage: 1.77 A Tax Key #: \_\_\_\_\_  
 Legal Description: EMERALD VALLEY II LOT 39 1.77 A  
 Current Zoning: RESIDENTIAL

↑ DIST: 006  
PARCEL 1708

I certify that the attached drawings are to the best of my knowledge complete and drawn in accordance with all Town of Clayton codes

Applicant Signature: [Signature] Date: 10-JUN-2024

*For Town Use Only*

**Fee (see Town Fee Schedule)**

Fee: 350 Check #: 1075 Receipt: \_\_\_\_\_ Date: 6/12/24  
 Date Received Complete: 6/12/24 By: RM CUP #: \_\_\_\_\_

Review Meetings - Plan Comm \_\_\_\_\_ Town Board \_\_\_\_\_  
 Newspaper Publication Dates: \_\_\_\_\_ & \_\_\_\_\_ Posting Date: \_\_\_\_\_

300ft Neighborhood Notice Distribution : \_\_\_\_\_  
 Conditional Use is:  Approved  Denied

Comments: \_\_\_\_\_

Notes: 1. Please notify utility companies regarding your proposed development. 2. A Conditional Use approval does not constitute approval of a building permit or any required approval of a highway connection permit. 3. A Conditional Use Application & Fee must be submitted 30 working days prior to meeting.

## MEMORANDUM

### **Public Hearing B & Business Item B**

From: Administrator/Staff  
 To: Plan Commission  
 Re: Plan Commission Public Hearing on a Conditional Use Application submitted by Rob & Carla Hackbarth for a proposed short-term rental accessory use on Tax ID #006-1496 addressed as 7980 Coleman Ridge.

AND

Plan Commission review & recommendation on a Conditional Use Permit Application submitted by Rob & Carla Hackbarth for a proposed short-term rental accessory use on Tax ID #006-1496 addressed as 7980 Coleman Ridge.

Below are the Staff Comments revised from earlier comments received from Code Administrator Kussow. The Commission has received several applications for Conditional Use Short-Term Rental Accessory Use, and these were the comments and recommendations provided. The conditions listed are the same that have consistently been recommended to the Board, and ultimately have been placed on the CUP Applications.

1. Per Exhibit 8-1, Land Use Matrix, a “short-term rental” accessory use is a conditional use in the subject property’s R-2 zoning district. Please note that Note #14 under Exhibit 8-1 states: *“This use may only occur with a principal residential use or where the residential dwelling is occupied by the owner.”*
2. Per Exhibit 8-1, a “short-term rental” accessory use requires a Zoning Permit and Site Plan review/approval. Since new construction is not proposed per the information submitted with the application, Site Plan review/approval per Division 8 of Article 8 is not required.
3. “Short Term Rental (STR)” accessory land use is defined as: *“A single-family residence that offers overnight accommodations for a daily charge and that also serves as a primary residence of the operator or owner. A STR includes bed & breakfast establishments, rental vacation home by owner, or other similar overnight private rental accommodations.”*
4. “Short-term rental” accessory use is subject to the requirements of Section 9.08-445, Short Term Rentals (STR’s), described/outlined below:
 

*“Short-term rentals are defined as a single-family residential structure that offers overnight accommodations for a daily fee that also serves as a primary residence of the operator or owner. A STR includes bed & breakfast establishments, rental vacation home by owner or other similar overnight private rental accommodations for fewer than 29 consecutive days.*

  - a. County license. *Prior to the establishment of a STR, the operator shall obtain a license from the Winnebago County Health Department and maintain such license for the life of the use or until the department no longer requires such license.*
  - b. State license. *Anyone who maintains, manages, or operates an STR for more than 10 nights each year is required to obtain a tourist rooming house license from the Wisconsin Department of Agriculture, Trade & Consumer Protection (DATCP).*

- c. Type of dwelling. An STR shall only occur within a single-family residential dwelling.
  - d. Conditional Use Permit (CUP). All STR structures require a one-time Conditional Use Permit as an Accessory Use to Single Family Residential as the Principal Use. A CUP can be transferable between property owners.
  - e. Residency requirement. The operator or owner of a STR shall maintain the single-family dwelling as their primary residence during the time period when rooms are offered.
  - f. Exterior character of the dwelling unit. The exterior appearance of the building shall not be altered from its single-family appearance. Signage shall conform with the standards identified in the Conditional Use Permit. However, the sign shall not exceed four (4) Sq. ft. in size.
  - g. Food preparation. No food preparation or cooking shall be allowed in guest rooms.
  - h. Meals. Meals shall only be offered to overnight guests.
  - i. Maximum stay. Rentals shall not exceed 29 consecutive days. Rental activity shall be limited to 180 days within any consecutive 365-day period.
  - j. Required inspection for public safety. Before the issuance of any Conditional Use Permit, an inspection of the residential structure shall occur by the Town's Building Inspector. All STR rooms for rent shall be UDC (Uniform Dwelling Code) compliant. Inspections shall occur every five years at a minimum.
  - k. Parking. All vehicle parking (homeowners and renters) must occur on-site. No on-street parking.
  - l. Tax Filing. All local, state, and federal taxes must be filed with the appropriate agencies. STR's must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.
- Items "a", "b", and "e" through "l" above may be addressed as conditions of approval for the CUP.
  - Item "c" above states that "an STR shall only occur within a single-family residential dwelling." If only portions of the residence are proposed to be rented, Staff recommends requesting the applicant to submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
  - Item "j" above requires an inspection of the residential structure by the Town's Building Inspector and that all STR rooms for rent shall be UDC (Uniform Dwelling Code) compliant.

**Staff Recommendations:**

1. If only portions of the residence are proposed to be rented, Staff recommend requesting the applicant to submit a floor plan identifying which portions of the residence will be rented to verify the single-family residence is not being converted to a duplex.
2. Staff recommend that the applicant and building inspector coordinate an inspection of the residence with re-inspections to occur every 5 years.
3. That the Applicant obtain a Winnebago County Health Department License and keep that License active for the duration of the short-term rental activity.

4. That any Applicant that maintains, manages, and/or operates a short-term rental facility for more than 10 nights each year obtain a tourist rooming house license form the State Department of Agriculture, Trade, and Consumer Protection (DATCP).
5. That all short-term rental activities shall only occur within a single-family residential dwelling.
6. That all structures require a one-time Conditional Use Permit as an accessory use to a single-family residential as the Principal Use.
7. That a Conditional Use Permit for Short-term rentals be transferable between property owners.
8. That the operator of a short-term rental facility maintains the single-family dwelling as their principal residence during the time period when rooms are offered.
9. That the exterior appearance of the building shall not be altered from its single-family appearance.
10. That all signage shall conform with the standards identified in the Conditional Use Permit, those being that the sign shall not exceed (4) square feet in area.
11. That no food preparation or cooking shall be allowed in guest rooms.
12. That meals shall only be offered to overnight guests.
13. That rentals shall not exceed 29 consecutive days.
14. That rentals shall be limited to 180 days within any 365-day period.
15. That all parking (homeowner and renters) for the facility shall occur on site. No street parking is allowed.
16. That all local, state, and federal taxes must be filed with the appropriate agencies. Short-term Rental facilities must comply with the provisions of Section 9.1 of the Town of Clayton Municipal Code pertaining to hotel and motel room tax.

The listed suggested conditions are those that were placed on previous STR CUP applicants. Staff would respectfully suggest these conditions be placed on all future STR CUP applications recommended for approval, including this one.

**Applicant Responses:**

The above-listed recommendations/conditions were presented in advance to the Applicant and Staff received no written comments in return.

The Building Inspector was contacted on 6/26/24 and as of this writing, no inspection report has been received.

**SUGGESTED MOTION**

*Motion to recommend approval of the Conditional Use Permit Application submitted by Rob & Carla Hackbarth with all sixteen (16) listed Staff Recommendations & Conditions.*

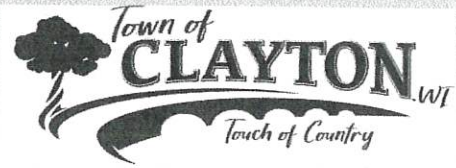
Respectfully Submitted,  
Kelsey



JUN 12 2024

# Conditional Use Application

**Town of Clayton Town Hall**  
 8348 Hickory Ave  
 Larsen, WI 54947  
 Phone: 920-836-2007  
 Email: clerk@claytonwinnebago.wi.gov  
 Website: https://www.townofclayton.net/



### Property Owner(s)

Name Rob + Carla Hacklebarth

Street Address 7980 Coleman Ridge

City Neenah State \_\_\_\_\_ Zip Code 54956

Phone <sup>(1)</sup> (920) ~~920~~ 205-6993 <sup>(2)</sup> 920 205-3848

### Applicant:

Check: Architect: \_\_\_\_\_ Engineer: \_\_\_\_\_ Surveyor: \_\_\_\_\_ Attorney: \_\_\_\_\_ Agent: \_\_\_\_\_ Owner:

Name: Same as above

Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Describe the reason for the Conditional Use: Rental for EAA

### Conditional Use Specifies:

Number of Lots: \_\_\_\_\_ Total Acreage: \_\_\_\_\_ Tax Key #: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Current Zoning: \_\_\_\_\_

I certify that the attached drawings are to the best of my knowledge complete and drawn in accordance with all Town of Clayton codes.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### For Town Use Only

#### Fee (see Town Fee Schedule)

Fee: 6350 Check #: 4768 Receipt: \_\_\_\_\_ Date: 6/12/24

Date Received Complete: 6/12/24 By: CH CUP #: \_\_\_\_\_

Review Meetings - Plan Comm \_\_\_\_\_ Town Board \_\_\_\_\_

Newspaper Publication Dates: \_\_\_\_\_ & \_\_\_\_\_ Posting Date: \_\_\_\_\_

300ft Neighborhood Notice Distribution : \_\_\_\_\_  
 Conditional Use is:  Approved  Denied

Comments: \_\_\_\_\_

Notes: 1. Please notify utility companies regarding your proposed development. 2. A Conditional Use approval does not constitute approval of a building permit or any required approval of a highway connection permit. 3. A Conditional Use Application & Fee must be submitted 30 working days prior to meeting.

6/19 2:34pm @ LM  
6/26 9:25am @ LM

**MEMORANDUM**

**Business Item C**

From: Administrator/Staff

To: Plan Commission

Re: Plan Commission review & recommendation on a Certified Survey Map (CSM) Review Application submitted by Chris Perreault on behalf of Arden & Dorothy Eckstein for a proposed CSM dividing Tax ID #006-0572 (3960 Larsen Rd) into two (2) lots.

Please find the below comments from Code Administrator Greenberg:

- Both proposed lots meet the dimensional requirements of the Town's A-2 District as follows:

<b><u>General Agriculture (A-2) District Requirements:</u></b>	<b><u>Required</u></b>	<b><u>Lot 1</u></b>	<b><u>Lot 2</u></b>
<u>Minimum Lot Size:</u>	5 acres	5.3503 acres	37.896 acres
<u>Minimum Lot Width:</u>	200 ft.	245 ft. +/-	700 ft. +/-
<u>Minimum Road Frontage:</u>	200 ft.	200.01 ft.	761.31 ft.
<u>Minimum Side Yard Setback:</u>	7 ft. on one side and 10 ft. on the other for a principal building; 3 ft. on each side for a detached accessory building.	All existing buildings comply.	(n/a) Lot is vacant
<u>Minimum Rear Yard Setback:</u>	25 ft. for a principal building; 3 ft. for a detached accessory building.	All existing buildings comply.	(n/a) Lot is vacant
<u>Maximum Accessory Buildings Floor Area:</u>	1,500 sq. ft. plus 1 percent of the lot area in excess of 43,000 sq. ft.	All existing buildings comply.	(n/a) Lot is vacant

- There are two intermittent navigable waterways that run across the subject parcel.
- There is no mapped floodplain on the subject parcel (FEMA Zone X).
- The subject property is not located in Outagamie County Airport Zoning or an Airport Height Limitation Zone.
- The subject property is not located in a Sewer Service Area or Sanitary District.
- The existing uses of the subject property are residential, agricultural and open space.
- The subject parcel is designated Agricultural/Rural - Working Lands in Tier 3 (Agriculture/Rural) of the Town's Land Use Plan.
- The Town's Right to Farm note has been placed on the CSM.
- No additional right of way dedication is required.
- The WDNR Wetland Inventory identifies two wetlands which are being shown and referenced correctly on the CSM.
- The Town's Park and Trail Plan identifies an off-road trail running parallel to the Larsen Road corridor.

**Staff Recommendation:**

The following items should be addressed prior to final approval/Town signatures:

- The surveyor's certificate shall be signed, sealed with the same revision dates on all pages.

- All existing buildings and structures shall be added to the CSM. The residence and accessory building on proposed lot 1 are not clearly shown.
- Lot 1 should also be identified on Sheet 1.
- The subdividers address is missing and shall be added to the CSM.

**SUGGESTED MOTION**

*Motion to recommend approval of the CSM Review Application submitted by Chris Perreault on behalf of Arden & Dorothy Eckstein with the four (4) listed Staff Recommendations.*

Respectfully Submitted,  
Kelsey

### Certified Survey Map (CSM) Review Application

**Town of Clayton Town Hall**  
 8348 Hickory Ave  
 Larsen, WI 54947  
 Phone: 920-836-2007  
 Email: administrator@claytonwinnebagowi.gov  
 Website: https://www.townofclayton.net/



**Property Owner(s)**

Name Arden & Dorothy Eckstein  
 Street Address 133 Oak Ct.  
 City Berlin State WI Zip Code 54123  
 Phone 920-570-0111 - Casey - son  
 E-mail eckfam39@gmail.com

**Applicant:**

Check: Architect: \_\_\_\_\_ Engineer: \_\_\_\_\_ Surveyor: \* Attorney: \_\_\_\_\_ Agent: \_\_\_\_\_ Owner: \_\_\_\_\_  
 Name: Chris Perreault  
 Address: 615 N. Lynndale Dr., Appleton, WI Zip Code: 54914  
 Phone: 920-731-4168 E-Mail: chris@clse.pro  
 Describe the reason for the CSM Review: Redividing property for sale

**Survey Specifics:**

Number of Lots: 2 Total Acreage: 43.25 Tax Key Number: 0060572  
 Legal Description: Lot 1 CSM No. 5601  
Town of Clayton  
 Surveyor: Chris Perreault  
 Zoning: A2 Registration Number: 2249  
 Address: Same as applicant  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I certify that the attached drawings are to the best of my knowledge complete and drawn in accordance with all Town of Clayton codes.

[Signature] 4/2/24  
 Signature Today's Date

For Town Use Only

Fee (see Town Fee Schedule)			
Fee: _____	Map Deposit Fee: _____	Check #: _____	Date: _____
*Map Deposit fee is fully refundable if a recorded copy of the approved document is submitted to the Town within 90 days of the Town Board approval.			
Date Received Complete: _____	By: _____		
Review Meetings - Plan Comm _____	Town Board _____		
CSM is:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Condition	<input type="checkbox"/> Denied
Recorded Document Submittal Deadline (90 days from TB Approval): _____			

Note: 1. Please notify utility companies regarding your proposed development. 2. CSM approval does not constitute approval of a building permit or any required approval of a highway connection permit. 3. CSM & Fee must be submitted 30 working days prior to meeting.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5601 AS RECORDED IN DOCUMENT NO. 1329830, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN.

LOT 1  
CSM#8062

UNPLAID LANDS  
STURGIS FAM. TRREV. TST.

LOT 21  
CSM#7846

(N89°16'41"E)  
N89°16'31"E

NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 21-20-16

OUTLOT 1  
CSM#3996

UNPLAID LANDS  
LUEBKE ACRES LLC.

## LEGEND:

- = 1 1/2" X 18" O.D. ROUND IRON PIPE SET, WEIGHING 1.13 LBS. PER LIN. FT.
- ▲ = WOOD LATH SET IN AGRICULTURAL FIELD
- ⊙ = 1 1/2" O.D. ROUND IRON PIPE FOUND
- ⊠ = RAILROAD SPIKE WITH CHISELED CROSS FOUND
- ⊕ = EXISTING BERNTSEN MONUMENT
- ( ) = RECORDED AS BEARING OR DISTANCE

UNPLAID LANDS  
KATHERINE A. & KEITH J. SALM LIV. TST.

UNPLAID LANDS  
ARDEN D. & DOROTHY E. ECKSTEIN REV. TST.

NORTH IS REFERENCED TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN, WHICH BEARS S89°13'33"W PER THE WISCONSIN COUNTY COORDINATE SYSTEM (WINNEBAGO COUNTY)

UNPLAID LANDS  
ARDEN D. & DOROTHY E. ECKSTEIN REV. TST.

- SEE NOTES ON SHEET 5 OF 5 SHEETS.

LOT 1  
CSM#5168

WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 21-20-16

LOT 2  
1,650,750 SQ.FT.  
[37.8960 ACRES]

CENTER OF SECTION 21-20-16

APPROXIMATE CENTERLINE OF INTERMITTENT NAVIGABLE WATERWAY PER QUAD MAP FOR REFERENCE ONLY

APPROXIMATE 75' BUILDING SETBACK LINE FROM ORDINARY HIGH WATER FOR REFERENCE ONLY

APPROXIMATE LIMIT OF WETLANDS PER DNR MAPPING

EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 21-20-16

IRON PIPE FOUND  
S11°45'51"W 0.72' OF IRON PIPE SET  
DETAIL SCALE: 1"=20'

IRON PIPE FOUND  
S14°14'16"E 0.60' OF IRON PIPE SET  
DETAIL SCALE: 1"=20'

SOUTH 1/4 CORNER OF SECTION 21-20-16  
LARSEN RD.  
(WIDTH VARIES)

LOT 2  
CSM#5601

SEE DETAIL ON SHEET 2 OF 5 SHEETS

APPROXIMATE 75' BUILDING SETBACK LINE FROM ORDINARY HIGH WATER FOR REFERENCE ONLY

SOUTHWEST CORNER OF SECTION 21-20-16

APPROXIMATE CENTERLINE OF INTERMITTENT NAVIGABLE WATERWAY PER QUAD MAP FOR REFERENCE ONLY

UNPLAID LANDS  
KAY AND MARY FOSLER REV. TST.

LOT 1  
CSM#5601

GRAPHIC SCALE: 1" = 300'

0 150 300 450 600

CHRISTOPHER E. PERREAULT, PLS-2249 DATED  
CAROW LAND SURVEYING CO., INC. PHONE: (920)731-4168  
615 N. LYNDALE DR., APPLETON, WI 54912  
N5841 STATE HIGHWAY 47-55, SHAWANO, WI 54166  
A2402.27 DATED: 03/28/2024 BY: AW REV:6/6/24 SHEET 1 OF 5 SHEETS

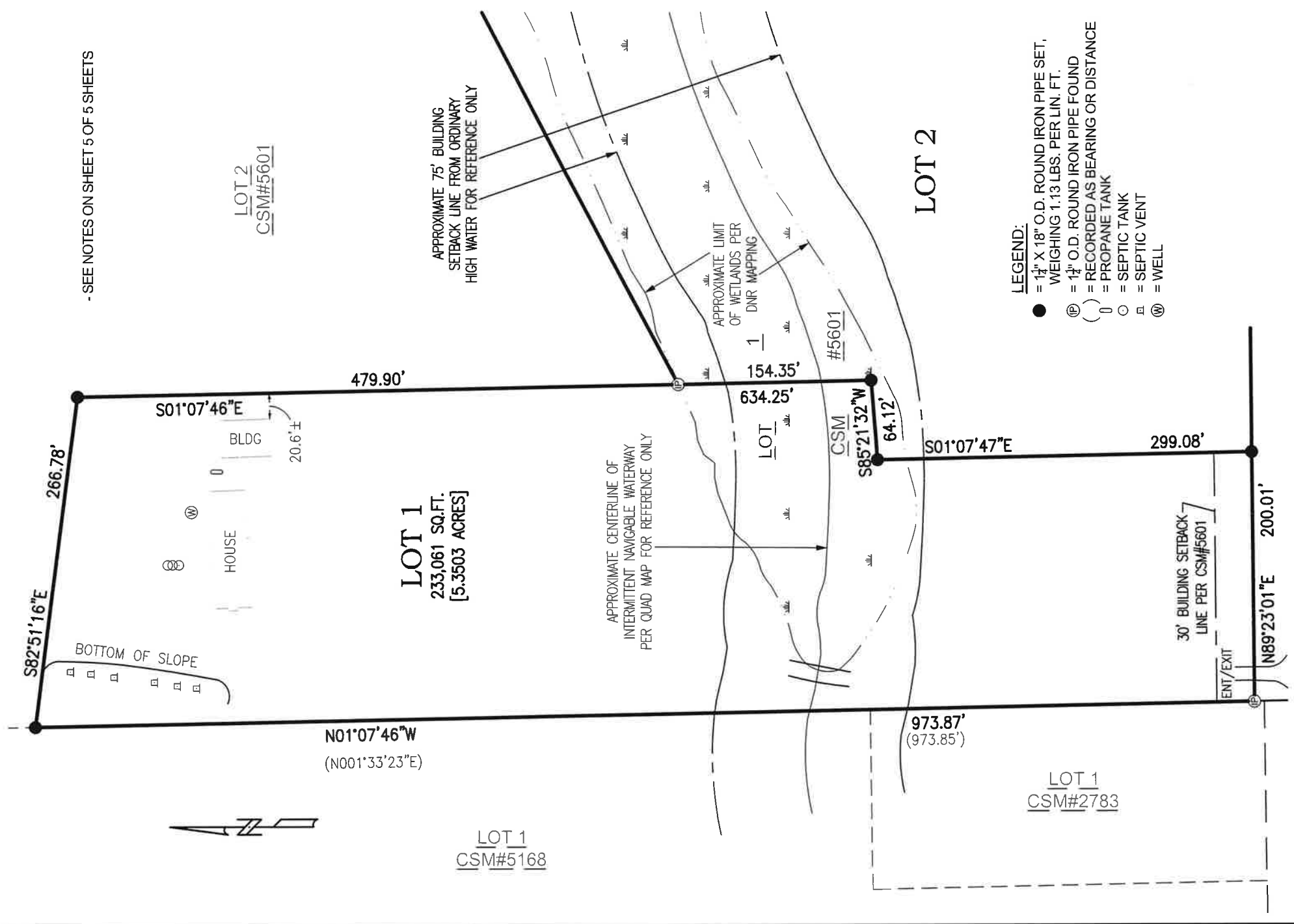
TAX PARCEL NO.(S):  
0060572

OWNER(S) OF RECORD:  
ARDEN D. ECKSTEIN & DOROTHY ECKSTEIN REVOCABLE TRUST

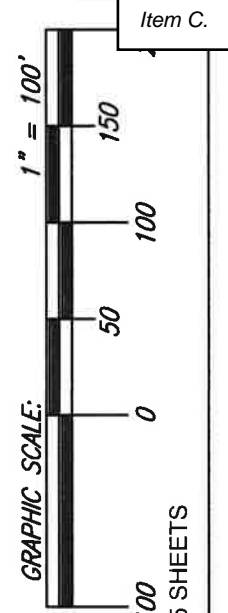
Item C.

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5601 AS RECORDED IN DOCUMENT NO. 1329630, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN.



- LEGEND:**
- = 1/2" X 18" O.D. ROUND IRON PIPE SET, WEIGHING 1.13 LBS. PER LIN. FT.
  - ⊙ = 1/2" O.D. ROUND IRON PIPE FOUND
  - ( ) = RECORDED AS BEARING OR DISTANCE
  - = PROPANE TANK
  - = SEPTIC TANK
  - ⊠ = SEPTIC VENT
  - ⊗ = WELL



CHRISTOPHER E. PERREAULT, PLS-2249 DATED  
 CAROW LAND SURVEYING CO., INC. PHONE: (920)731-4168  
 615 N. LYNNDALE DR., APPLETON, WI 54912  
 N5841 STATE HIGHWAY 47-55, SHAWANO, WI 54166  
 A2402.27 DATED: 03/28/2024 BY: AW REV: 6/6/24 SHEET 2 OF 5 SHEETS

**CERTIFIED SURVEY MAP NO.** \_\_\_\_\_

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5601 AS RECORDED IN DOCUMENT NO. 1329630, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

I, CHRISTOPHER E. PERREAULT, PROFESSIONAL WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5601 AS RECORDED IN DOCUMENT NO. 1329630, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF CARY ECKSTEIN, 133 OAK CT., BERLIN, WI 54923

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF WINNEBAGO COUNTY.

**NOTES:**

- 1) THIS CSM IS ALL OF TAX PARCEL NO. (S): 0060572
- 2) THE PROPERTY OWNER (S) OF RECORD IS (ARE): ARDEN D. ECKSTEIN & DOROTHY E. ECKSTEIN REVOCABLE TRUST DATED JUNE 13, 2002, CARY ECKSTEIN TRUSTEE.
- 3) THE CSM IS WHOLLY CONTAINED WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENT (S): DOCUMENT NO. 1329630 AND 1188272.

**COUNTY PLANNING AND ZONING COMMITTEE APPROVAL:**

PURSUANT TO THE WINNEBAGO COUNTY SUBDIVISION ORDINANCE, ALL REQUIREMENTS FOR APPROVAL HAVE BEEN FULFILLED. THIS CERTIFIED SURVEY MAP WAS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CHAIRPERSON, WINNEBAGO COUNTY PLANNING AND ZONING COMMITTEE.

\_\_\_\_\_  
CHRISTOPHER E. PERREAULT, PLS-2249 DATE  
CAROW LAND SURVEYING & ENVIRONMENTAL  
615 N. LYNNDALE DRIVE, APPLETON, WI, 54914  
N5841 S.T.H. "47-55", SHAWANO, WI 54166  
PHONE: (920)731-4168  
A2402.27 (FNZ) 3-28-2024 REVISED: 6/6/2024

**TREASURER'S CERTIFICATE:**

I HEREBY CERTIFY THAT THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS ON ANY OF THE LAND INCLUDED ON THIS CERTIFIED SURVEY MAP.

\_\_\_\_\_  
TOWN TREASURER \_\_\_\_\_ DATED \_\_\_\_\_ COUNTY TREASURER \_\_\_\_\_ DATED \_\_\_\_\_

**TOWN BOARD CERTIFICATE:**

WE HEREBY CERTIFY THAT THE TOWN OF CLAYTON BOARD OF SUPERVISORS APPROVED AND ACCEPTED THIS CERTIFIED SURVEY MAP ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TOWN CHAIRPERSON \_\_\_\_\_ TOWN CLERK \_\_\_\_\_



**CERTIFIED SURVEY MAP NO.**

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP NO. 5601 AS RECORDED IN DOCUMENT NO. 1329630, LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 21, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN.

**OWNER'S CERTIFICATE:**

AS OWNER (S), I (WE) HEREBY CERTIFY THAT I (WE) CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON. I (WE) ALSO CERTIFY THAT THIS MAP IS REQUIRED BY S.236.10 OR 236.12 OF THE WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL: TOWN OF CLAYTON AND WINNEBAGO COUNTY.

WITNESS THE HAND AND SEAL OF SAID OWNER (S) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY: ARDEN D. ECKSTEIN & DOROTHY E. ECKSTEIN REVOCABLE TRUST DATED JUNE 13, 2002

\_\_\_\_\_  
CARY ECKSTEIN (TRUSTEE)

STATE OF WISCONSIN            )  
  )SS  
COUNTY OF \_\_\_\_\_)

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ABOVE NAMED PERSON (S) TO ME KNOWN TO BE THE PERSON (S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER E. PERREAULT, PLS-2249   DATE  
CAROW LAND SURVEYING & ENVIRONMENTAL  
615 N. LYNNDALE DRIVE, APPLETON, WI, 54914  
N5841 S.T.H. "47-55", SHAWANO, WI 54166  
PHONE: (920)731-4168  
A2402.27 (FNZ) 3-28-2024 REVISED: 6/6/2024

SHEET 4 OF 5 SHEETS

## **CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

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### **NOTES:**

- THE LOT(S) SHOWN ON THIS MAP ARE LOCATED IN THE SPECIAL WELL CASING PIPE DEPTH AREA("SWCPDA"). THE "SWCPDA" HAS BEEN ESTABLISHED DUE TO NATURALLY OCCURRING ARSENIC CONTAMINATION PROBLEMS AFFECTING WELLS IN THIS AREA. ANYONE PLANNING ON DRILLING A WELL WITHIN THE "SWCPDA" SHALL, PRIOR TO ANY DRILLING, CONSULT THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES, OR A DRILLING PROFESSIONAL, TO DETERMINE HOW TO COMPLY WITH THE PROVISIONS OFS. NR 812.12(3) OF THE WISCONSIN ADMINISTRATIVE CODE.
- THE ORDINARY HIGH WATER MARK SETBACK IS NOT BASED ON AN OFFICIAL DETERMINATION AND PRIOR TO ANY BUILDING, AN OFFICIAL DETERMINATION OF THE ORDINARY HIGH WATER MUST BE MADE BY THE WINNEBAGO COUNTY ZONING DEPARTMENT OR OTHER AUTHORIZED PERSON. ALSO ALL BUILDING SETBACKS AND OTHER LAND USE REQUIREMENTS SHOULD BE VERIFIED BY THE TOWN OF CLAYTON AND WINNEBAGO COUNTY ZONING OFFICE PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY.
- PRIOR TO ANY CONSTRUCTION CONTACT THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES OR WINNEBAGO COUNTY TO DETERMINE THE NAVIGABILITY OF THE WATERWAY.
- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
- THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHALL BE THE POINT ON THE BANK OF A NAVIGABLE STREAM OR ON THE SHORE OF A LAKE UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER EASILY RECOGNIZED CHARACTERISTICS.
- THE LOT(S) CREATED IN THIS CERTIFIED SURVEY MAP ARE ADJACENT TO PROPERTY THAT, AS OF THE DATE OF THIS DOCUMENT, ARE BEING USED FOR AGRICULTURAL PURPOSES. SOME INDIVIDUALS BELIEVE THAT THE ACTIVITIES ASSOCIATED WITH THE AGRICULTURAL USE CONSTITUTE A NUISANCE OR CONFLICT WITH THEIR QUIET ENJOYMENT OF THEIR PROPERTY. THIS STATEMENT IS INTENDED TO PROVIDE THIRD PARTIES WITH A NOTICE THAT AGRICULTURAL ACTIVITIES MAY EXIST ON THE ADJACENT PROPERTY.

CHRISTOPHER E. PERREAULT, PLS-2249    DATE \_\_\_\_\_  
CAROW LAND SURVEYING & ENVIRONMENTAL  
615 N. LYNNDALE DRIVE, APPLETON, WI, 54914  
N5841 S.T.H. "47-55", SHAWANO, WI 54166  
PHONE: (920)731-4168  
A2402.27 (FNZ) 3-28-2024

MEMORANDUM

**Business Item D**

From: Administrator/Staff  
To: Plan Commission  
Re: Plan Commission review & recommendation on a Certified Survey Map (CSM) Review Application submitted by McMahan Associates Inc, on behalf of Clayton Development Group, LLC to establish zero lot lines for the planned Twin Homes to be located on Tax ID #006-1805 (2642 and 2644 Princeton Dr) & Tax ID #006-1806 (2648 and 2650 Princeton Dr).

Please find the below comments from Code Administrator Greenberg:

1. The applicant is proposing to create four lots from two existing lots of record.
2. Each proposed lot would contain one unit of a Twin Home, which is defined and regulated in the Town’s Zoning Ordinance (“Ordinance”).
3. The lots are zoned R-3 Two-Family which allows for Twin Homes as a permitted use, provided that all Ordinance standards are met.
4. No additional right-of-way dedication is required.
5. All proposed lots are 6,885 sq. ft. in area. **This complies with the 5,000 sq. ft. minimum lot size requirement for Twin Homes on sewer R-3 lots.**
6. The proposed lots provide 51 ft. of width. **This complies with the 43 ft. minimum lot width requirement for Twin Homes on sewer R-3 lots.**
7. The proposed lots provide 51 ft. of road frontage. **This complies with the 34 ft. minimum road frontage requirement.**
8. The proposed lots provide 33.6 ft. of street yard. **This complies with the 30ft. minimum street yard requirement.**
9. The proposed Twin Home meets the minimum floor area requirements and there is no maximum floor area ratio for a Twin Home in the R-3 District.
10. The adjacent lands abutting the rear yard only (to the north) are zoned R-4 Multi Family which has more restrictive side yard and rear yard requirements. Per Note 7 of the R-3 District Dimensional Standards: *“Lots abutting more restrictive district boundaries shall provide side and rear yards not less than those required in the more restrictive abutting districts.”* The proposed lots provide side yard and rear yard setbacks from the principal structures as follows, the more restrictive R-4 District requirements are noted in parenthesis:

	<u>Required</u>	<u>Lot 1</u>	<u>Lot 2</u>	<u>Lot 3</u>	<u>Lot 4</u>
Side yard	9 ft. (25 ft.)	11.1 ft.	10.9 ft.	10.9 ft.	11 ft.
Rear yard	25 ft. (40 ft.)*	48.9 ft.	48.9 ft.	48.1 ft.	48.1 ft.

11. The proposed lots meet the rear yard requirements of the more restrictive R-4 District.
12. The proposed lots meet the rear yard requirements of the R-3 District, **but do not meet the side yard requirements of the R-4 District.** With that said, it is Staff’s interpretation that the intent of the provision was to apply the more restrictive district side yard and rear yard requirements individually, based on whether the adjacency

was along the side lot line, rear lot line, or both. Based on the above interpretation, the proposed CSM would meet the side yard requirements.

Staff Recommendation:

The following items should be addressed prior to final approval/Town signatures:

- Written agreement required per Chapter 9.08-256 of the Ordinance. Dwelling units in a Twin Home shall be subject to a joint cross-access and maintenance agreement as approved by the Zoning Administrator. Such agreement shall be recorded with each lot in the office of the Register of Deeds for Winnebago County.
- The surveyor's certificate shall be signed, sealed with the same revision dates on all pages.
- The side yard and rear yard information noted is based on a Two-family residence which is incorrect. It should be updated to reflect the specific side yard and rear yard requirements for Twin Homes on the subject lot or should be removed entirely from CSM. Since the adjacent R-4 District results in additional modifications to R-3 District standards, I recommend the required side yard and rear yard notes be removed entirely to avoid confusion in the future.

**SUGGESTED MOTION**

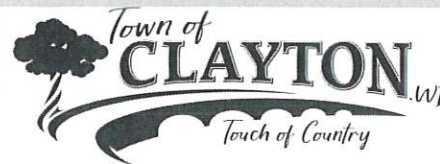
*Motion to recommend approval of the CSM Review Application submitted by McMahon Associates Inc, on behalf of Clayton Development Group, LLC with the three (3) listed Staff Recommendations.*

Respectfully Submitted,  
Kelsey

# Certified Survey Map (CSM) Review Application

Town of Clayton Town Hall  
 8348 Hickory Ave  
 Larsen, WI 54947  
 Phone: 920-836-2007  
 Email: administrator@claytonwinnebago.wi.gov  
 Website: https://www.townofclayton.net/

RECEIVED  
 JUN 03 2024



### Property Owner(s)

Name Clayton Development Group, LLC

Street Address 2065 American Drive, Suite A

City Neenah State WI Zip Code 54956

Phone (920) 428-9451

E-mail derek@groundedpropertygroup.com

### Applicant:

Check: Architect: \_\_\_\_\_ Engineer: \_\_\_\_\_ Surveyor: X Attorney: \_\_\_\_\_ Agent: \_\_\_\_\_ Owner: \_\_\_\_\_

Name: Douglas E. Woelz-McMahon Associates, Inc.

Address: 1445 McMahon Drive Neenah, WI Zip Code: 54956

Phone: (920) 751-4200 E-Mail: dwoelz@mcmgrp.com

Describe the reason for the CSM Review: \_\_\_\_\_  
zero lot lines for 2 duplexes

### Survey Specifics:

Number of Lots: 4 Total Acreage: 0.632 Tax Key Number: 0061805 & 0061806

Legal Description: all of Lots 10 & 11 of Scholar Ridge Estates, recorded as Document No. 1914856, located in the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin

Surveyor: Douglas E. Woelz-McMahon Associates, Inc.

Zoning: R-3 Registration Number: S-2327

Address: 1445 McMahon Drive Neenah, WI 54956

Phone: (920) 751-4200 Email: dwoelz@mcmgrp.com

I certify that the attached drawings are to the best of my knowledge complete and drawn in accordance with all Town of Clayton codes.

*Douglas E. Woelz*

5-29-2024

Signature

Today's Date

For Town Use Only

Fee (see Town Fee Schedule)			
Fee: <u>\$500-</u>	Map Deposit Fee: <input checked="" type="checkbox"/>	Check #: <u>177083</u>	Date: <u>6/13/24</u>
*Map Deposit fee is fully refundable if a recorded copy of the approved document is submitted to the Town within 90 days of the Town Board approval.			
Date Received Complete: <u>6/13/24</u>	By: <u>[Signature]</u>		
Review Meetings - Plan Comm _____	Town Board _____		
CSM is:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Condition	<input type="checkbox"/> Denied
Recorded Document Submittal Deadline (90 days from TB Approval): _____			

Note: 1. Please notify utility companies regarding your proposed development. 2. CSM approval does not constitute approval of a building permit or any required approval of a highway connection permit. 3. CSM & Fee must be submitted 30 working days prior to meeting.



# TRANSMITTAL

DATE: May 27, 2024

To: Town of Clayton Clerk  
Kelsey Faust-Kubale  
8348 Hickory Ave.  
Larsen, WI 54947

SUBJECT: Lots 10 & 11 Scholar Ridge  
CSM Review

E-MAIL: clerk@claytonwinnebago.wi.gov

MCM No. C1069 09-23-00271.00.13

PHONE: (920) 836-2007

SENT VIA:  E-mail  CDS  
 UPS / FedEx  Other

FROM: Doug Woelz (920) 751-4200

E-MAIL: dwoelz@mcmgrp.com

### WE ARE SENDING YOU THE FOLLOWING:

QUANTITY:	DATE:	TITLE/DESCRIPTION:
<u>7</u>	<u>5/27/24</u>	<u>Certified Survey Map</u>
<u>1</u>	<u></u>	<u>CSM Application</u>
<u>1</u>	<u></u>	<u>\$500 check for review fee</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

### REMARKS:

Enclosed is the CSM we prepared for the Lots 10 & 11 of Scholar Ridge Estates.  
Please add to the agenda for the July 10<sup>th</sup> plan commission meeting and the July 17<sup>th</sup> Town board meeting. Let us know if you have any questions or concerns. Thank you!

COPY TO: \_\_\_\_\_  
\_\_\_\_\_

SIGNED: 

W/

*If Enclosures Are Not As Noted, Kindly Notify Us At Once*

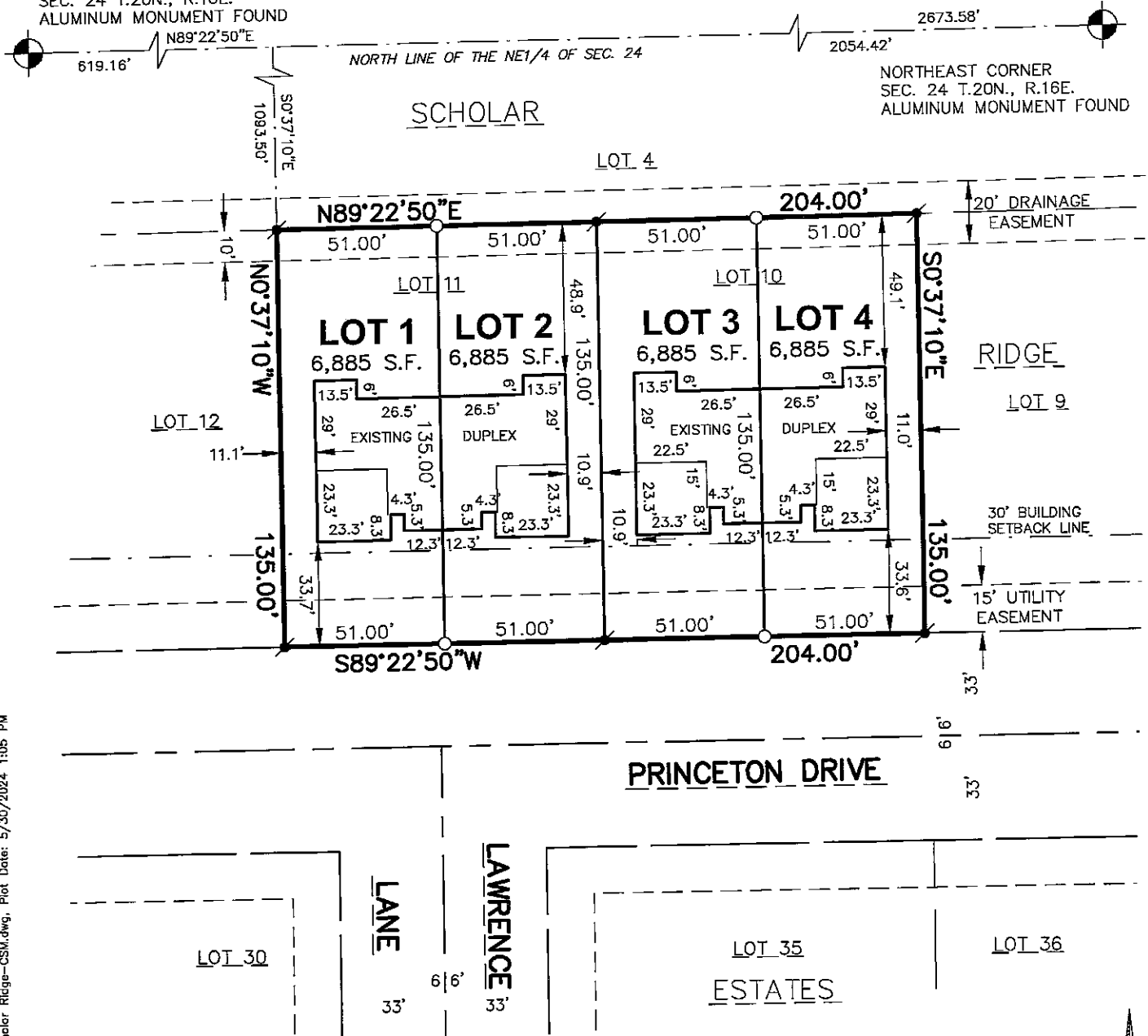
# CERTIFIED SURVEY MAP

SHEET 1 OF 4

ALL OF LOTS 10 & 11 OF SCHOLAR RIDGE ESTATES, RECORDED AS DOCUMENT NO. 1914856, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

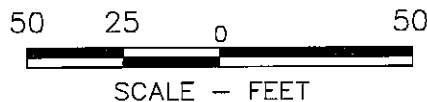
NORTH 1/4 CORNER  
SEC. 24 T.20N., R.16E.  
ALUMINUM MONUMENT FOUND

NORTHEAST CORNER  
SEC. 24 T.20N., R.16E.  
ALUMINUM MONUMENT FOUND



**NOTE:**  
WHEN ATTACHED DWELLINGS UNITS ARE CREATED, MATTERS OF MUTUAL CONCERN TO THE ADJACENT PROPERTY OWNERS, DUE TO CONSTRUCTION, CATASTROPHE AND MAINTENANCE, SHALL BE GUARDED AGAINST BY PRIVATE COVENANTS AND DEED RESTRICTIONS AND THE APPROVING AUTHORITIES SHALL NOT BE HELD RESPONSIBLE FOR THE SAME.

BEARINGS ARE REFERENCED TO THE RECORDED PLAT OF SCHOLAR RIDGE ESTATES, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN.



**OWNER:**  
CLAYTON DEVELOPMENT GROUP, LLC  
ATTN. DEREK LIEBHAUSER  
2065 AMERICAN DRIVE, SUITE A  
NEENAH, WI 54956  
(920) 428-9451

# McMAHON

ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
PH 920.751.4200 FX 920.751.4284 MCMGRP.C

### LEGEND

- — 3/4" x 18" ROUND STEEL REBAR WEIGHING 1.5 lbs./lineal ft. SET
- — 3/4" STEEL REBAR FOUND
- ⊙ — CERTIFIED LAND CORNER WINNEBAGO COUNTY
- S.F. — SQUARE FEET

DRAFTED BY: MARTY J. ABING

mabing, W:\PROJECTS\01069\092300271\CADD\Civil3D\Survey Documents\CSM\Lot\_10-11\_Scholar\_Ridge-CSM.dwg, Plot Date: 5/30/2024 1:05 PM



**CERTIFIED SURVEY MAP**

SHEET 2 OF 4

ALL OF LOTS 10 & 11 OF SCHOLAR RIDGE ESTATES, RECORDED AS DOCUMENT NO. 1914856, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped all of Lots 10 & 11 of Scholar Ridge Estates, recorded as Document No. 1914856, located in the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin, containing 27,540 square feet (0.632 acres) of land.

That I have made this survey by the direction of the Owner(s) of said Land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with section 236.34 of the Wisconsin Statutes and the Town of Clayton Subdivision Ordinance in surveying, dividing and mapping the same.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Douglas E. Woelz, WI Professional Land Surveyor S-2327

PARCELS ARE CURRENTLY ZONED R-3 (TWO-FAMILY RESIDENTIAL DISTRICT) PER TOWN OF CLAYTON ZONING.

**SETBACKS:**

STREET YARD, MIN. = 30 FEET

SIDE YARD, MIN. = 7 FEET ONE SIDE & 10 FEET ON THE OTHER FOR A PRINCIPAL BUILDING; 3 FEET FOR A DETACHED ACCESSORY BUILDING.

REAR YARD, MIN. = 25 FEET FOR A PRINCIPAL BUILDING; 3 FEET FOR A DETACHED ACCESSORY BUILDING.

CERTIFICATE OF PLANNING & ZONING COMMITTEE

Pursuant to the Land Subdivision Regulations of Winnebago County, Wisconsin, all the requirements for approval have been fulfilled. This minor subdivision was approved by the Winnebago County Planning and Zoning Committee.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**CERTIFIED SURVEY MAP**

SHEET 3 OF 4

ALL OF LOTS 10 & 11 OF SCHOLAR RIDGE ESTATES, RECORDED AS DOCUMENT NO. 1914856, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

TOWN OF CLAYTON BOARD APPROVAL

We hereby certify that the Town of Clayton Board of Supervisors approved this Certified Survey Map by voice vote at their regular meeting of \_\_\_\_\_, with/without conditions, and we do hereby certify that all conditions were satisfied and the approval was granted and effective on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Town Chairperson  
Russell D. Geise

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk  
Kelsey Faust-Kubale

\_\_\_\_\_  
Date

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map.

\_\_\_\_\_  
Town Treasurer  
LuAnn Fietzer

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Treasurer  
Amber L. Hoppa

\_\_\_\_\_  
Date

NOTES

- THIS CSM IS ALL OF TAX PARCEL NUMBER'S 0061805 & 0061806.
- THE PROPERTY OWNER OF RECORD IS CLAYTON DEVELOPMENT GROUP, LLC.
- THIS PROPERTY IS CONTAINED WHOLLY WITHIN LANDS DESCRIBED IN DOCUMENT NO. 1900006.

VILLAGE OF FOX CROSSING APPROVAL (EXTRATERRITORIAL)

We hereby certify that this Certified Survey Map in the Town of Clayton, Winnebago County was approved and accepted by the Village of Fox Crossing.

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Village Manager - Jeffrey S. Sturgell

\_\_\_\_\_  
Date

**CERTIFIED SURVEY MAP**

SHEET 4 OF 4

ALL OF LOTS 10 & 11 OF SCHOLAR RIDGE ESTATES, RECORDED AS DOCUMENT NO. 1914856, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

**OWNER'S CERTIFICATE**

Clayton Development Group, LLC, a Wisconsin Limited Liability Company, duly organized and existing under and by virtue of the Laws of the State of Wisconsin, As Owners, does hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided and mapped as represented on this Certified Survey Map. We also hereby certify that this CSM is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Town of Clayton  
Winnebago County Planning & Zoning Committee

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Derek Liebhauser – Owner/President

State of Wisconsin)  
                                  )ss  
\_\_\_\_\_ County)

Personally appeared before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the above named person(s) to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, \_\_\_\_\_

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

MEMORANDUM

**Business Item E**

From: Administrator/Staff  
To: Plan Commission  
Re: Plan Commission review & recommendation on a Preliminary Plat Review Application submitted by Davel Engineering on behalf of Jacobs Design Homes LLC for a Condominium Plat affecting Tax ID #006-1802 (2601 and 2603 St Thomas Ln).

Please find the below comments from Code Administrator Greenberg:

1. The applicant is proposing to create a two-unit condominium on Lot 7 of Scholar Ridge.
2. Pursuant to the Town’s Zoning Ordinance (“Ordinance”) the lots are zoned R-3 Two-Family which allows for a two-family residence as a permitted use, provided that all Ordinance standards are met.
3. No additional right-of-way dedication is required. **This is correctly shown.**
4. The units will be under separate ownership, but the areas outside of the units will be owned in common and are designated on the plat as both “common elements” and “limited common elements”.
5. The lot provides 104.6 ft. of width. **This complies with the 85 ft. lot width requirement for two-family residences on sewer R-3 lots.**
6. The lot provides 104.6 ft. of road frontage. **This complies with the 33 ft. road frontage requirement.**
7. The proposed two-family residence provides 30.5 ft. of street yard. **This complies with the 30ft. street yard requirement.**
8. The proposed two-family residence will provide 1,530 sq. ft. of floor area in each unit, not including the garage or basement. **This complies with the 1,000 sq. ft. minimum floor area requirement.**
9. The proposed two-family residence complies with the side yard and rear yard requirements of the R-3 District as follows:

	Required (min.)	Proposed
Side yard (Side #1)	7 ft.	9.66 ft.
Side yard (Side #2)	10 ft.	20.5 ft.
Rear yard	25 ft.	62.5 ft.

10. The Ordinance requires that each unit of a two-family residence must provide at minimum two off-street parking spaces. **Each unit will provide 542 sq. ft. of garage space as well as ample driveway parking.**
11. Per Wis Stat. §703.11(2)(c): The Condo Plat must show each building and each unit therein; location of each unit within each building; common elements shown graphically and identified. **This is not being correctly shown on the plat and shall be revised as noted in items #1 and #2 below.**

**Staff Recommendation:**

The following items should be addressed prior to final approval/Town signatures:

1. The specific references to the areas being identified as “unit” and “limited common element” are unclear and shall be revised/clarified. Unit labels should be placed on top of the respective features so that it is clear what is being referenced.
2. The purpose of the north/south line bisecting the plat is unclear and shall be removed or clarified. A condo plat cannot be utilized to divide lands.
3. Per the Town’s Subdivision Ordinance, the right to farm note shall be added to the plat: *“The Lot(s) created in this subdivision plat are adjacent to property that, as of the date of this document, are being used for agricultural purposes. Some individuals believe that the activities associated with the agricultural use constitute a nuisance or conflict with their quiet enjoyment of their property. This statement is intended to provide third parties with notice that agricultural activities may exist on the adjacent property.”*

### **SUGGESTED MOTION**

*Motion to recommend approval of the Preliminary Plat Review Application submitted by Davel Engineering on behalf of Jacobs Design Homes LLC with the three (3) listed Staff Recommendations.*

Respectfully Submitted,  
Kelsey



May 9, 2024

Town of Clayton  
8348 Hickory Ave  
Larsen, WI 54947

**Re: 006-1802, Town of Clayton – Condominium Plat**

Greetings:

Enclosed, please find the following materials for the Condominium Plat submittal for the above referenced property:

1. Condo Plat – Reduced to 11x17 (5 copies)
2. Condo “pre-plat” Application
3. Review Fee \$600
4. Copy of Condo By-Laws
5. Copy of Condo Declaration

Please process the enclosed submittal accordingly for review.

Upon your review, I would appreciate any feed back in regards to the satisfaction or further requirements in order to approve this Condominium Plat. I can be reached at (920) 560-6569 or [scott@davel.pro](mailto:scott@davel.pro).

Sincerely,



Scott Andersen  
Professional Land Surveyor

Enclosures (a/s)

Cc: Jacobs Design Homes LLC

# Preliminary Plat Review Application

\*Submit 11"x17" PDF; 1 full-sized PDF; & 1 full-sized Hard Copy\*

**Town of Clayton Town Hall**  
 8348 Hickory Ave  
 Larsen, WI 54947  
 Phone: 920-836-2007  
 Email: administrator@claytonwinnebago.wi.gov  
 Website: https://www.townofclayton.net/



## Property Owner(s)

Address: Jacobs Design Homes LLC, 5788 I-AH-MAYTHA Road, Oshkosh, WI Zip Code: 54901  
 Phone: (920) 574-5178 E-Mail: ben@jacobsdesignhomes.com

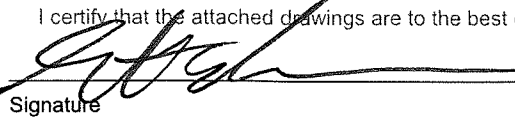
## Applicant:

Check: Architect:  Engineer:  Surveyor:  Attorney:  Agent:   
 Name: Davel Engineering - Scott Andersen  
 Address: 1164 Province Terrace, Menasha WI Zip Code: 54952  
 Phone: (920) 560-6569 E-Mail: scott@davel.pro

## Plat Title:

Number of Lots: 2 Units Total Acreage: 0.3228 Acres Tax Key Number: 0061802  
Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin  
 Legal Description: Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin Zoning: \_\_\_\_\_  
 Surveyor: Scott Andersen Registration #: S-3169  
 Address: 1164 Province Terrace, Menasha WI Zip Code: \_\_\_\_\_  
 Phone: (920) 560-6569 E-Mail: scott@davel.pro

I certify that the attached drawings are to the best of my knowledge complete and drawn in accordance with all Town of Clayton codes.

  
 Signature

05/09/24

Today's Date

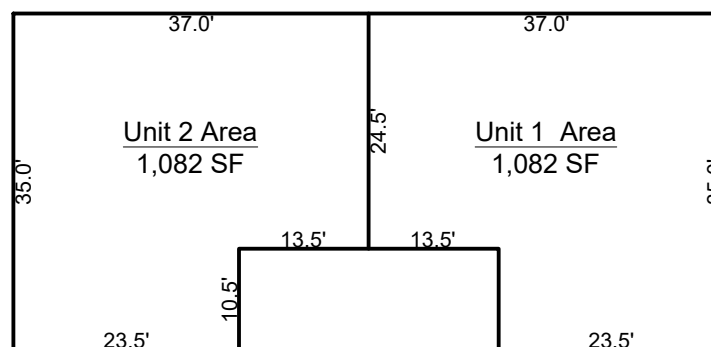
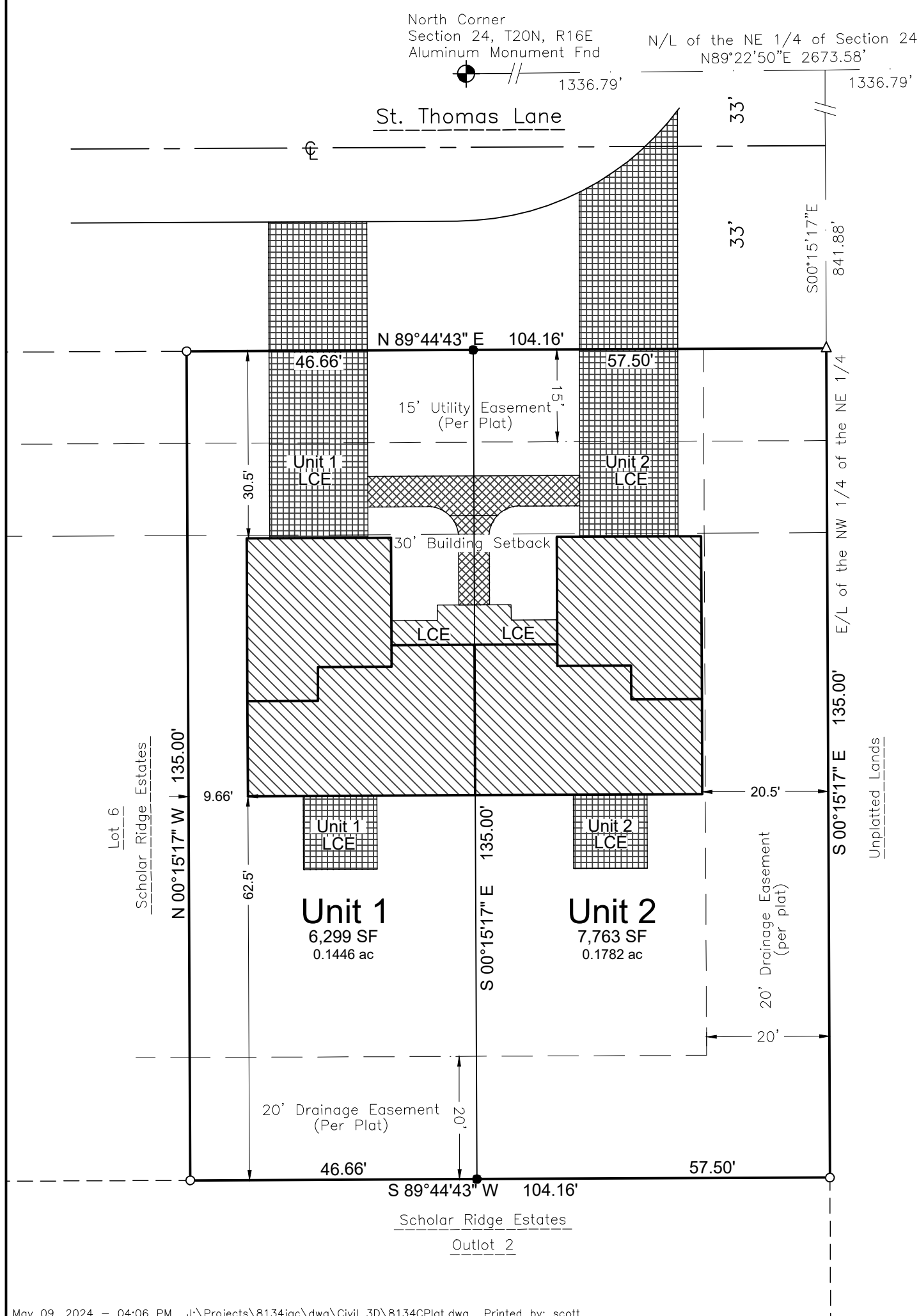
For Town Use Only

Fee (see Town Fee Schedule)			
Fee: _____	Check #: _____	Receipt: _____	Date: _____
Date Received Complete: _____	By: _____	Applic. #: _____	
Review Meeting _____	History _____		
Preliminary Plat is:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with Condition	<input type="checkbox"/> Denied
Public Improvement Agreement Signed:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
10 Copies submitted to County:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	11" x 17" submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No
15 Copies submitted to Town:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Comments: _____			
_____			
_____			

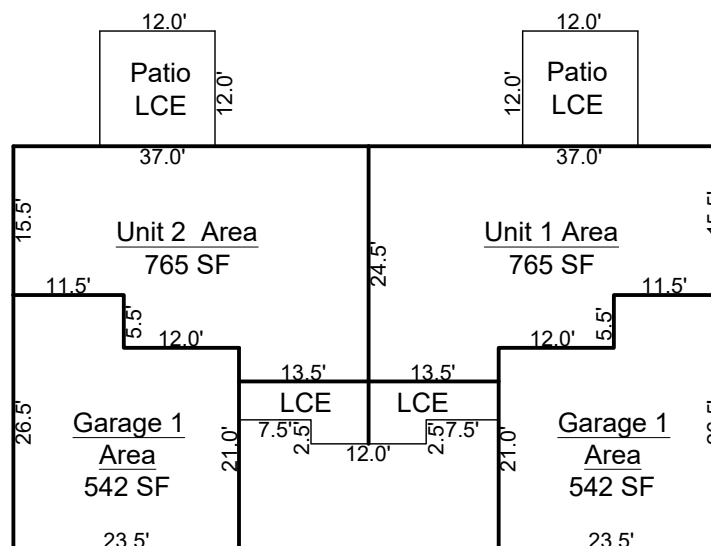
Notes: Please notify utility companies regarding your proposed development. CSM approval does not constitute approval of a building permit or any required approval of a highway connection permit. Preliminary Plat & Fee must be submitted 30 working days prior to meeting.

# St. Thomas Lane Condominium

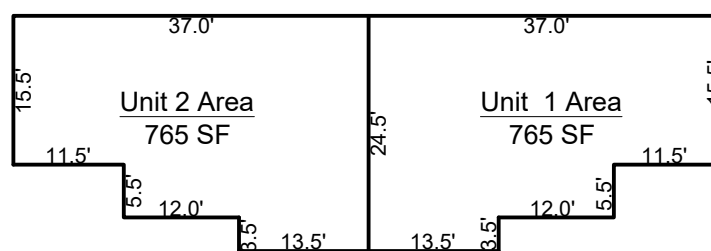
Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin



Second Floor



Main Floor



Lower Level

\* Dimensions are to the exterior foundation wall, as listed on the building plans.  
 \* Unit Areas listed are per building plans.

**LEGEND**

- 3/4" x 18" Steel Rebar @ 1.50lbs/LF SET
- △ 1/4" Rebar Found
- 3/4" Rebar Found
- ⊙ Government Corner



Bearings are referenced to the North line of the Northeast 1/4, Section 24, T20N, R16E, assumed to bear N89°22'50"E, base on the Winnebago County Coordinate System.

**Notes:**

1. Limited Common Elements are depicted on this plat as "LCE".
2. Limited Common Elements Include: Patios, Service Walks, Stoops and Driveways
3. All areas within the condominium boundary are Common Elements unless depicted as "Unit" or "LCE".
4. Common Elements include all exterior surfaces of the building.

**Land Description**

All of Lot 7 of Scholar Ridge Estates, Plat as being Recorded as Doc. 1914856, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin, containing 14,062 Square Feet (0.3228 Acres) of land and is subject to all easements and restriction of record.

**Surveyors Certificate**

I, Scott R. Andersen, Professional Land Surveyor, do hereby certify that this plat is a correct representation of the condominium described and that the identification and location of each unit, limited common elements, and the common elements can be determined from this plat.

Scott R. Andersen,  
 Wisconsin Professional Land Surveyor No. S-3169

Date

File: 8134CPlat.dwg  
 Date: 05/09/2024  
 Drafted By: scott  
 Sheet: 1 of 1



**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
 Civil Engineers and Land Surveyors  
 1164 Province Terrace, Menasha, WI 54952  
 Ph: 920-991-1866 Fax: 920-441-0804  
 www.davel.pro



Document No.

**BYLAWS  
OF  
ST. THOMAS LANE  
CONDOMINIUM ASSOCIATION**

The following affects the real estate located in Winnebago County, Wisconsin and described as follows:

Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Address: 2601 – 2603 St. Thomas Lane, Neenah, Wisconsin.

Return to:  
Olson Legal Group LLC  
146 Algoma Blvd – Suite A  
Oshkosh, WI 54901

006-1802  
Parcel Number

DRAFTED BY:  
Attorney Nathan P. Olson  
Olson Legal Group LLC  
146 Algoma Blvd. Suite A  
Oshkosh, WI 54901  
(920) 230-7020 Phone  
(920) 230-7021 Fax

Document No.

**ST. THOMAS LANE  
CONDOMINIUM**

**DECLARATION**

The following affects the real estate located in Winnebago County, Wisconsin and described as follows:

Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Address: 2601 – 2603 St. Thomas Lane, Neenah, Wisconsin.

Return to:

Olson Legal Group LLC  
146 Algoma Blvd – Suite A  
Oshkosh, WI 54901

Tax Parcel ID #:

006-1802

This Document Drafted By:

Attorney Nathan P. Olson  
Olson Legal Group LLC  
146 Algoma Blvd. Suite A  
Oshkosh, WI 54901  
(920) 230-7020

**ST. THOMAS LANE CONDOMINIUM**

2601 St. Thomas Lane  
2603 St. Thomas Lane  
Neenah, Wisconsin 54956

**DECLARATION**

## TABLE OF CONTENTS

Statement of Intent.....	5
Description of Condominium and Name of Condominium.....	5
Description of the Units.....	6
Description of Building .....	7
Common Element .....	7
Limited Common Elements/Maintenance of Limited Common Elements/Deck or Patio.....	7
Percentage of Ownership Interest .....	9
Use .....	9
Service of Process .....	11
Administration and Management .....	11
Reservation for Access/Maintenance, Repair & Emergencies/Easements.....	11
Owners' Maintenance Responsibility of Unit .....	11
Destruction and Reconstruction .....	12
Insurance .....	12
Liability for Common Expenses.....	12
Partition of Common Elements Prohibited .....	14
Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements .....	14
Failure of Association to Insist on Strict Performance; No Waiver .....	14
Amendments to Declaration .....	14
Mechanic's Lien Rights and Indemnification .....	14
Mortgage of a Condominium Unit .....	15
Notices .....	15

Easements, Reservations, and Encroachments .....15

Utilities .....16

Acceptance of Declaration and Bylaws .....16

Severability .....16

Arbitration .....16

Exhibits .....16

Signature Page.....17

EXHIBIT “A” .....18

**DECLARATION OF CONDOMINIUM FOR  
ST. THOMAS LANE CONDOMINIUM**  
(“Declaration”)

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin (“Act”), by Jacobs Design Homes LLC (“Declarant”).

1. Statement of Intent.

The purpose of this Declaration is to submit the real estate and improvements hereafter described and the improvements thereon to the condominium form of ownership in the manner provided in the Act and by this Declaration. Declarant declares that they are the owner in fee simple of the real property described in Paragraph 2 (hereinafter “Property”), which is held and shall be held, conveyed, devised, leased, encumbered, used, improved and in any other manner affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration and the Act. All provisions hereof shall be deemed to run with land and shall constitute benefits and burdens to the Declarant, their successors and assigns, and to all parties hereinafter having any interest in the Property. Notwithstanding anything hereinafter contained, all provisions set forth herein shall be deemed to incorporate the provisions of the Act and nothing herein contained shall be deemed contrary thereto with this Declaration in all manner to be deemed consistent therewith, including consistent with the provisions of Wisconsin Statute 703.365 relating to small residential condominiums.

2. Description of Condominium and Name of Condominium.

The following-described real estate, together with improvements, is hereby submitted to, and shall be subject to, the provisions of this Declaration:

Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

This above-described real estate may, on occasion, be referred to as “Real Estate” or, together with the improvements thereon may be referred to as “Property”.

Said Real Estate and Property, including the building, garages, and all improvements thereon, shall be known as **ST. THOMAS LANE CONDOMINIUM** (“Condominium”).

The street address of the Condominium is known as 2601 St. Thomas Lane (Unit 1) and 2603 St. Thomas Lane (Unit 2), Neenah, Wisconsin 54956.

A duplex-type building of wood construction and vinyl siding has been constructed on the Property. Also constructed on the Property are two (2) garages which adjoin each other, and are attached to, each of the residential dwelling areas. These are more specifically shown on the Condominium Plat of St. Thomas Lane Condominium, which is attached to and made a part hereof as Exhibit “A” (“Condominium Plat”). This duplex building contains the two (2) separate self-contained residential dwelling units, together with appurtenant garage, described in Paragraph 3,

below. Each of these separate dwelling units with garage may be referred to herein as a “Unit” and the two (2) units may be collectively referred to herein as “Units”.

3. Description of the Units.

Each Unit, Unit 1 and Unit 2, will consist of the separate residential dwelling (including a basement and the first floor), **and** also including the garage, which is immediately adjacent to each Unit and which is accessed by that Unit, all as shown on the Condominium Plat. The boundaries of each Unit shall be described as that part of the Property identified as Unit 1 and Unit 2 respectively, which contain the following:

a. The contiguous cubicle of air and including the perpetual right of ingress and egress thereto as set forth herein. The exterior vertical boundary of each of the Units shall be the vertical plane of the walls (including foundation wall), exclusive of wall covering or paint, of the building constructed upon the property. The upper boundary of each of such separate Unit shall be the lower face of the drywall or other material which forms the ceiling. In the case of the basement and the garage, or other area which has no such drywall, then the upper boundary of each floor shall be formed by the horizontal plane formed by the lower face and interior face of the joists, except those areas where the floors are pierced by stairwells and in those areas, the cubicles of air shall be thereby continuous. The lower boundary of each separate Unit shall be the horizontal plane formed by the lower face of the concrete floor or wooden floor of the structure, exclusive of floor covering except where the floors are pierced by stairwells, and in those cases the contiguous cubicle of air shall be thereby continuous.

b. Notwithstanding the above description of each of the separate Units, the following items serving the particular Unit shall also be part of such separate Unit, whether located inside or outside the defined cubicle of air and shall be the responsibility of the owner of each unit (the “Unit Owner”).

i. All doors and windows, together with their interior casements, and all of the opening, closing, and locking mechanisms and hardware associated therewith, including the garage door and associated equipment as to the garage which is part of that Unit.

ii. All wall and ceiling mounted electrical fixtures and recessed junction boxes serving each of the separate Units.

iii. All floor, wall, baseboard, ceiling, electrical outlet switches and junction boxes that serve the separate units.

iv. All plumbing fixtures, piping valves, and other connecting and controlling materials and devices lying between the fixtures and the water main or sewage main.

v. Individual furnaces or ducting, together with radiators associated therewith and piping providing heating to the Unit and controls for the heating system for the Unit.

vi. All air conditioning equipment and ducting providing air conditioning to each of the Units and the controls associated therewith.

vii. All lines bringing electricity, telephone and natural gas to the Unit, and all lines bringing water to the Unit, together with meters associated therewith from a point at which such services are intended exclusively for the use of each of the separate Units.

Those items which shall not be deemed a part of the Unit, except for those items set forth above, shall be the structural components of the building, including foundations, walls, ceiling, roofing, exterior siding, insulation, and other structural or mechanical systems servicing the building, and other improvements which may be located within the Limited Common Element.

4. Description of Building.

The duplex building known as 2601 St. Thomas Lane (Unit 1) and 2603 St. Thomas Lane (Unit 2), Neenah, Winnebago County, Wisconsin, is the structure within which Unit 1 and Unit 2 are located. The size and configuration of the building is shown on the Condominium Plat and also shown in the Floor Plans, which are made a part of this Declaration and Condominium Plat. This is a multilevel duplex building with partial basement and wood frame construction with vinyl siding and two (2) attached garages.

Each of the Units has a self-contained mechanical system which provides gas, water, electricity, telephone, and its own separate mechanical system with heating and air conditioning. Each of the Units has its own separate basement.

By virtue of this Declaration, the garages are defined as part of the Units and each Unit Owner will be solely responsible for those portions of the garages which are described in Paragraph 3.b.

5. Common Element.

The "Common Element" will be maintained jointly through the Association. This will consist of the structure of the building and other parts not defined as the Units or as being the responsibility of the Unit Owner.

Other parts of the Condominium which would typically be a Common Element are, in the case of this Condominium, defined as Limited Common Elements in Paragraph 6. The Common Element will be maintained through the Association.

6. Limited Common Elements/Maintenance of Limited Common Elements/Deck or Patio



a. *Description of Limited Common Elements.* “Limited Common Elements” are portions of the Condominium which are owned by the Unit Owners. However, in the case of this Condominium, the Declaration has identified them as Limited Common Elements, meaning that they will be used by their respective Unit Owner. The Limited Common Elements which are created in the Condominium are described as follows:

i. *Limited Common Element 1.* Limited Common Element 1 consists of the balance of the Condominium excluding Unit 1 and Unit 2 and excluding the main structure of the duplex which is defined as a Common Element and excluding Limited Common Element 2.

ii. *Limited Common Element 2.* Limited Common Element 2 consists of the balance of the Condominium excluding Unit 2 and Unit 1 and excluding the main structure of the duplex which is defined as a Common Element and excluding Limited Common Element 1.

b. *Maintenance of Common Elements.* Each Unit Owner will be responsible for landscaping and snow removal, including lawn care, in a manner which would be equal to that which is typical in the neighborhood as to other adjoining property owners. In addition, each Unit Owner shall be responsible for the improvements within the Limited Common Element appurtenant to that Unit including the driveways and sidewalks.

c. *Deck or Patio.* Each Unit Owner shall be granted permission to cause a patio or deck to be installed within the Limited Common Element appurtenant to that Unit Owner’s Unit. This shall be installed in accord with all applicable laws, codes, and ordinances, and the Unit Owner causing such installation shall be responsible for all payments and shall allow no liens to attach to the Property. Such deck or patio shall be installed in a manner which allows the Unit Owner responsible for its maintenance to maintain landscaping without trespassing or infringing on the Limited Common Element of the neighboring Unit Owner. All costs associated with any such deck or patio shall be borne by the party installing it and shall not be considered a common expense of the Association.

d. *Fence or Shrubbery.* Upon the mutual agreement of both Unit Owners, a privacy fence or shrubbery may be placed between the deck or patio of the two (2) Unit Owners. At such time, the parties must mutually agree on the cost of placing such fence or shrubbery along the boundary of the two (2) Limited Common Elements and the responsibility for maintenance thereafter shall be paid for equally through the Association.

If the Unit Owners are not able to reach a mutual agreement, either Unit Owner may install a fence or shrubbery along the boundary line of the two (2) Limited Common Elements and the responsibility for maintenance thereafter shall be that of the Unit Owner installing the fence or shrubbery.

7. Percentage of Ownership Interest.

The percentage ownership interest of each Unit Owner in the Common Element and Limited Common Elements shall be as follows:

- a. Unit 1 – An undivided Fifty percent (50%)
- b. Unit 2 – An undivided Fifty percent (50%)

8. Use.

The Property, including the Units, are intended and restricted exclusively to residential use and shall be governed by the terms and conditions contained in this Declaration, together with Bylaws adopted pursuant hereto. Any restrictions with regard to use contained in the Declaration or Bylaws shall be in addition to any restrictions which may be imposed by any other governing municipality through applicable laws, codes, and ordinances.

No Unit Owner shall allow any nuisance upon the property nor shall a Unit Owner allow a use or practice which could be reasonably calculated to be the source of annoyance to the other Unit Owner, or which would interfere with the peaceful possession and proper use of the property by the Unit Owners, their guests, and invitees. No Unit Owner shall allow any immoral, improper, offensive, or unlawful use, and all use of the property shall be in accord with all laws, ordinances, restrictions, and regulations of governing bodies, including zoning regulations, all of which shall be deemed in addition to Rules and Regulations which may be set forth herein or adopted pursuant to the Bylaws.

No dogs, animals, livestock or poultry of any kind may be raised, bred or kept on the property or within the Units, except that each Unit Owner shall be allowed to maintain one (1) dog or two (2) cats subject to the further conditions that:

- a. Such animals are not kept or maintained for breeding or commercial purposes.
- b. Such animals are kept and housed within the Units and not kenneled outside the Units.
- c. In the case of a dog, such dog shall not be allowed outside of the Unit including in the Limited Common Elements, except when the same is on a leash and under the direction supervision and control of the Unit Owner or representative.
- d. None of such animals shall be allowed to cause a nuisance or a disturbance.

A Unit Owner may maintain other small indoor household pets, such as birds or fish, on the condition that they not be held for breeding purposes and not create a nuisance or disturbance to the other Unit Owner.

No boats, recreational vehicles or equipment, trucks with lettering, trucks having a load capacity of more than one (1) ton may be stored or parked outside upon either of the Limited Common Elements without the written consent of the other Unit Owner. This will not apply to third party delivery or repair vehicles parked in the ordinary course.

No industry, business, trade, occupation, or profession, whether commercial, religious, educational, or otherwise, and whether designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted upon the Property.

A sign advertising a Unit "For Sale" or "For Rent" is permitted but shall be of a type and size customarily displayed in the local real estate market for residential sales.

Leases of Units shall be permitted, but any such Lessee shall be bound by all of the terms, restrictions, and conditions contained herein. The Unit Owner shall be responsible for all guests, invitees, and tenants. There shall be no lease of Units for periods of less than thirty (30) consecutive days without the written consent of the other Unit Owner, which consent will not be unreasonably withheld.

No Unit Owner or occupant, except as allowed by Wisconsin Statutes, shall place upon the roof or upon any of the Property, any antenna, tower, solar collector, satellite dish over two (2) feet in diameter, basketball backboard and hoop, or otherwise device or accessory without the written permission of the other Unit Owner, which consent will not be unreasonably withheld.

No Unit Owner shall construct or place any accessory structure or device, or landscaping material, upon the Property, including the Limited Common Elements, without the written permission of the other Unit Owner, which permission shall not be unreasonably withheld. This prohibition will include, but not be limited to, storage sheds and fences. All such devices, structures, or landscaping materials which are permitted to be installed herein shall thereafter be the sole responsibility of the Unit Owner causing such installation.

However, each Unit Owner shall be allowed to place lawn or patio furniture on the rear deck and in the rear yard and to place outdoor barbecue or cooking equipment associated therewith within the Limited Common Elements provided that the same shall be kept in appearance which is consistent with the neighborhood in which the Property is located.

Notwithstanding anything else contained in this Declaration, the restrictions contained in the Declaration, Bylaws, and/or Rules and Regulations relating to the Condominium shall be in addition to any restrictions resulting from the recorded Restrictive Covenants of the respective Subdivision.

9. Service of Process.

The person to receive service or process shall initially be Jacobs Design Homes LLC, Attn: Ben Jacobs, 5788 I-Ah-Maytah Road, Oshkosh, Wisconsin 54901. In the event he is unwilling or unable to serve in that capacity, then the Association shall elect a successor to serve in that capacity.

10. Administration and Management.

The administration and management of this condominium property shall be governed by the Bylaws of ST. THOMAS LANE CONDOMINIUM ASSOCIATION, a Wisconsin unincorporated association of Unit Owners (“Association”). Each Unit Owner, upon becoming an owner, shall become member of the Association by virtue of such ownership and shall remain a member for the period of ownership. The owners may appoint an agent for operation and management through act of the Association.

The initial Bylaws of the Association shall be those Bylaws which will be adopted by the Declarant at the time of recording of this Declaration. These Bylaws will govern the affairs of the Association and may only be amended in the manner set forth therein.

Each Unit Owner shall be entitled to one (1) vote at any meeting of the Association. The person exercising the right to vote for each Unit shall be known (and hereinafter referred to) as a “Voting Member”. Such Voting Member may be the owner or some person designated in writing by such owner through proxy to act on behalf of the owner. In the absence of written direction to the Association, it shall be presumed that any person having record title to a Unit may cast a vote in the affairs of the Association. In the case of multiple owners of Units, the first person to so cast a vote, in the absence of written direction by any other Unit Owner, shall be deemed to have the authority to do so.

11. Reservation for Access/Maintenance, Repair & Emergencies/Easements.

Each Unit Owner shall have the irrevocable right, through the Association, to have access to each Unit and to Limited Common Elements associated therewith during reasonable hours or as may be necessary in the case of emergency for the making of emergency repairs or necessary to prevent damage to Common Elements or Limited Common Elements, or to the Units contained with the Property.

Each Unit Owner shall grant easements as are reasonably necessary upon the Property, including areas designated as Limited Common Elements, for purposes of providing mechanical services, utilities, or cable television to the Units, and each Unit Owner will execute any such documents as are necessary in connection therewith.

12. Owners’ Maintenance Responsibility of Unit.

For purposes of maintenance, repair, alteration, and remodeling, a Unit Owner shall be deemed to own the cubicle of air previously described, together with windows, window casings, doors, door casings, door hardware, carpeting or floor covering, paint, wallpaper, and wall covering and those items described in Paragraph 3.b.

13. Destruction and Reconstruction.

In the event of a partial or total destruction of a Unit or Units, and unless both Unit Owners agree to the contrary, such damaged or destroyed Unit(s) shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless within thirty (30) days of the date of the damage or destruction, both of the owners of the units agree in writing not to rebuild or repair. Then, in such event, the provisions of Wisconsin Statute 703.18(2) shall govern.

14. Insurance.

The Unit Owners shall maintain fire and extended comprehensive insurance coverage of their Unit and improvements. Additionally, Unit Owners shall maintain fire and extended comprehensive insurance coverage proportionate to their share (50%) of the cost to replace Limited Common and Common Elements. Additionally, the Board of Directors of the Association may (but is not obligated) to provide and maintain fire and extended comprehensive insurance coverage of the buildings and improvements, including Limited Common Elements and Common Elements, in the amount of full insurable value (replacement value) thereof. Such insurance shall be obtained in the name of the Association who shall act as trustee for each of the Unit Owners and their respective mortgagees as their interests may appear.

In the event of partial or total destruction, and in the event of repair or reconstruction, then the proceeds of the insurance shall be applied to the cost of such repair or reconstruction. If it is determined not to reconstruct or repair, then the proceeds shall be held in a trust by the Association to be then distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear. Unit Owners will be responsible for insuring their own personal property.

The Board of Directors of the Association may (but is not obligated) to provide public liability insurance covering the Board of Directors and the Unit Owners for liability relating to Common Elements and Limited Common Elements as may be determined by the Board of Directors from time to time in its discretion. The cost for such insurance shall be a Common Expense of the Association accessible to Unit Owners in the manner provided herein.

No Unit Owner will engage in any activity which would increase the cost of such insurance to the other Unit Owner. Each Unit Owner shall obtain insurance on such owner's personal property as deemed appropriate and shall, in such Unit Owner's discretion, obtain individual liability insurance.

15. Liability for Common Expenses.

The costs of administration of the Association, including costs associated with repair, maintenance, and other expenses of Common Elements and Limited Common Elements, together with expenses for insurance as provided above shall be deemed "Common Expenses" of the Association to be shared by the Unit Owners as follows:

Unit 1 - Fifty Percent (50%)  
 Unit 2 - Fifty Percent (50%)

Assessments shall be made against each of the Unit Owners for such expenses, together with reserves for contingencies, replacements or capital improvements, as may be determined by the Board of Directors of the Association from time to time.

Unless agreed by both Unit Owners routine maintenance of the Limited Common Elements, including snow removal and lawn and landscape maintenance shall be the responsibility of each Owner individually and not the Association.

All Common Expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner of record and shall also, in the event not paid, become a lien against the Unit and the undivided rights appurtenant thereto in the manner provided by the Act until the same is paid, all of which shall be deemed to occur without the necessity of filing any such lien and all of which shall be deemed sufficient notice to all successors of title to Units.

The provisions of Wisconsin Statute 703.365 relating to and defining small residential condominiums shall apply in all respect to this Declaration.

In the event that either:

a. A proposed expenditure or action for the repair, maintenance, or upkeep of the Property, or for the operation of the Property, is not approved by the Board of Directors and any Unit Owner believes the expenditure or action is necessary for the safety and proper use of the Property or of the owner's Unit, or

b. An expenditure or action is approved by the Board of Directors and any Unit Owner believes the expenditure or action is contrary to the safety and proper use of the Property or the owner's Unit, then:

i. The Unit Owner challenging a decision of the Board of Directors described under Paragraphs a. and b. above shall give written notice of the objection to the other Unit Owner and mortgagees within forty-five (45) days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse, or modify the decision, and

ii. The Unit Owner may challenge the decision after reconsideration by the Board of Directors under Paragraph a. only in an arbitration proceeding under Chapter 788. Acceptance of a conveyance of the small residential condominium Unit is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Board of Directors to arbitration.

The Board of Directors, upon submission of the matter to arbitration as provided herein shall name a proposed arbitrator. The Unit Owner may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two (2) arbitrators shall select a third person and the three (3) shall serve as an arbitration panel chaired

by the third person. The expense of the arbitration shall be shared equally by the Association and the Unit Owner challenging the decision of the Board of Directors.

The arbitration award by the arbitrator or arbitration panel hereunder shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

16. Partition of Common Elements Prohibited.

There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceeds or otherwise until this Declaration is terminated and the Property is withdrawn from its terms.

17. Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements.

No Unit Owners shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both their interest in the Unit and their corresponding percentage of ownership in the Common Elements and Limited Common Elements and facilities, it being the intention hereby to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. Failure of Association to Insist on Strict Performance; No Waiver.

The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration and Bylaws, or to exercise any right or option herein contained or to serve any notice or to institute any action shall not be constructed as a waiver or a relinquishment for the future of such terms, covenants, conditions, or restrictions, but shall remain in full force and effect.

19. Amendments to Declaration.

Except as otherwise provided by the Act, this Declaration may be amended only by an affirmative vote of both Unit Owners. The Declarant shall be allowed to continue to be a Unit Owner and shall be accorded a vote as a result of such ownership.

Copies of any Amendments to the Declaration shall be prepared and executed in a manner which are suitable for recording and a copy of any such Amendment shall be recorded with the office of the Register of Deeds for Winnebago County, and thereafter shall be binding upon subsequent purchasers of Units and other parties of interest.

20. Mechanic's Lien Rights and Indemnification.

No labor performed or materials furnished and incorporated in a Unit at the request of an owner or their agent, including contractor or subcontractor, shall be the basis for filing of a

lien against the Unit of any other owner not consenting thereto, nor shall any such activity result in a lien against the Common Elements or a lien against the Limited Common Elements.

21. Mortgage of a Condominium Unit.

Any owner of a Unit shall have the right, from time to time, to mortgage or encumber their interest in St. Thomas Lane Condominium by mortgage or other security agreement. Such mortgage or encumbrance may apply to the Unit and to the undivided interest of the owner in the Common Elements and Limited Common Elements as a tenant in common and subject to the restriction against partition as herein contained. Rights of mortgagees, grantees, assignees, or other successors to the rights of Unit Owners shall be subject to the terms of this Declaration, and Bylaws and Rules and Regulations adopted pursuant hereto.

22. Notices.

All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered Unit Owner of a Unit regardless of the number of owners who have an interest therein. Personal delivery or delivery in a manner reasonably calculated to provide notice to the party to whom such notice is given shall be deemed sufficient. A notice mailed to a Unit Owner by first class United States mail, postage prepaid, and addressed to the Unit Owner at the last address given to representatives of the Association, shall be deemed sufficient notice hereunder.

23. Easements, Reservations, and Encroachments.

a. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association, and are reserved thereto for utility purposes, including the right to install, lay, install, maintain, repair, and replace water mains and water laterals, sewer lines, sewer laterals, gas mains, telephone wires and equipment, cable systems, wires and equipment, including power transformers, or other reasonably necessary utilities or services to be located within the Property for the benefit of Unit Owners.

b. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building or the design or construction of any Unit, any part of the Common Elements or facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful conduct of said owner or owners.

c. All easements and rights described herein are easements appurtenant to the Property, running with the land, and are subject to the reasonable control of the Unit Owners. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and



on all Unit Owners, purchasers, and mortgagees and their heirs, executors, administrators, successors and assigns. The Unit Owners have the authority to execute all documents necessary to carry out the intent of this paragraph.

24. Utilities.

Each Unit Owner shall pay their own telephone, electricity, gas, and other utilities which are separately metered or billed to each user by a utility company.

25. Acceptance of Declaration and Bylaws.

Any purchaser(s) or their successors in interest shall be deemed to have accepted this Declaration as may be hereafter amended in the manner provided by law. Similarly, such purchaser(s) or their successors in interest shall be deemed to have accepted the Bylaws of the Association as then amended and adopted pursuant to this Declaration and the Act.

26. Severability.

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

All provisions of this Declaration shall be deemed consistent with the Act, including those provisions applicable to “small residential condominiums” as that term is defined in the Act. If any provision hereof is deemed inconsistent or contrary to the provisions of the Act, such provision shall be deleted, amended, revised or reformed in a manner so as to include and incorporate all of the provisions and requirements of the Act relating thereto.

27. Arbitration.

In the case of a dispute concerning application or interpretation of this Declaration, and except as otherwise expressly provided herein, any such dispute shall be submitted to binding arbitration pursuant to the Rules of the American Arbitration Association. The costs of such arbitration shall be borne equally unless the arbitrator shall, in his/her discretion, determine that a party has acted in bad faith, in which case all costs, including a reasonable attorney’s fees, may be ordered to be paid by such party.

28. Exhibits.

Exhibit “A” is incorporated by reference. This being the Condominium Plat.

Dated this \_\_\_ day of April, 2024.

**DECLARANT:**

**JACOBS DESIGN HOMES LLC**

\_\_\_\_\_  
Benjamin Jacobs  
Sole Member

**ACKNOWLEDGMENT**

STATE OF WISCONSIN        )  
  ) ss  
COUNTY OF WINNEBAGO    )

This instrument was acknowledged before me on April \_\_\_\_, 2024 by Benjamin Jacobs.

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

This Document Drafted By:

Attorney Nathan P. Olson  
Olson Legal Group LLC  
146 Algoma Blvd. Suite A  
Oshkosh, WI 54901  
(920) 230-7020

**EXHIBIT "A"**

**BYLAWS OF**  
**ST. THOMAS LANE CONDOMINIUM ASSOCIATION**

**ARTICLE I**  
**NAME AND ADDRESS**

**1.01. Name; Purpose.** The name of the corporation shall be St. Thomas Lane Condominium Association (the “Association”).

**1.02. Address.** The principal office of the Association shall be located at 5788 I-Ah-Maytah Road, Oshkosh, Wisconsin 54901. This address shall also be the mailing address of the Association.

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

**1.04. Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium executed by Jacobs Design Homes LLC (the “Declarant”) and recorded in the office of the Winnebago County Register of Deeds (the “Declaration”).

**1.05. Real Estate.** The real estate identified on Exhibit “A” shall be affected by this document.

**ARTICLE II**  
**MEMBERSHIP**

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

**2.02. Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner’s ownership interest passes to its personal representative or to a trustee upon the Unit Owner’s death, such personal representative or trustee shall be a member of the Association.

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

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

**2.05. Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner’s name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner

that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

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

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

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

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

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

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

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

### ARTICLE III MEETINGS OF MEMBERS

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

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

**3.03. Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

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

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

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

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

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

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

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

**ARTICLE IV  
BOARD OF DIRECTORS**

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

**4.02. Term of Office.** Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

**4.03. Election of Directors.** One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote upon the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is

fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

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

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

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

## ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

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

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

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

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



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

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

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

## ARTICLE VI POWERS AND DUTIES OF BOARD OF DIRECTORS

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

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations which are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

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

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

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

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

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

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

## ARTICLE VII OFFICERS AND THEIR DUTIES

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

shall be deemed to be a “Unit Owner” for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

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

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

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

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

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

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

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

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

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

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

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

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

## ARTICLE VIII BOOKS AND RECORDS

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

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

## ARTICLE IX BUDGET, ASSESSMENT, AND ANNUAL REPORT

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

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

1. The reserve funds then in the reserve account;
2. The estimated cost of repairing or replacing Common Elements, other than routine maintenance;
3. The estimated remaining useful life of the Common Elements; and

4. The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

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

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

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

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

**9.07. Statutory Reserve Account.** All funds collected to fund a statutory reserve account as described in section 9.02, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

## ARTICLE X USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association. Unit Owners shall each be allowed to rent their Unit up to six (6) weeks per year for short-term rental.

## ARTICLE XI ENFORCEMENT OF CONDOMINIUM DOCUMENTS

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

## ARTICLE XII LIABILITY AND INDEMNITY

### 12.01. General Scope and Definitions.

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

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan, or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

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

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

## **12.02. Mandatory Indemnification.**

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

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

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

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

**12.03. Determination of Right to Indemnification.** Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum

or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

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

**12.05. Partial Indemnification.**

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

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

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

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

(a) Except as provided in subsection 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty



resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

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

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

**12.08. Severability of Provisions.** The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

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

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

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

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

### ARTICLE XIII GENERAL PROVISIONS

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

**13.02. Interpretation.** These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

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

### ARTICLE XIV AMENDMENT

These Bylaws may be amended only with the assent of at least seventy-five percent (75%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI of the Declaration, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

### SIGNATURE PAGE TO FOLLOW

THIS INSTRUMENT WAS DRAFTED BY:

ATTORNEY NATHAN P. OLSON  
OLSON LEGAL GROUP LLC  
146 ALGOMA BLVD. SUITE A  
OSHKOSH, WI 54903  
(920) 230-7020 – Phone  
(920) 230-7021 – Facsimile  
[www.olsonlegallgroup.com](http://www.olsonlegallgroup.com)

**IN WITNESS WHEREOF**, Declarant has caused this instrument to be signed this \_\_\_\_ day of April, 2024.

Declarant:  
JACOBS DESIGN HOMES LLC

\_\_\_\_\_  
By: Benjamin Jacobs, Sole Member  
  
2601 St. Thomas Lane, Neenah, Wisconsin 54956  
2603 St. Thomas Lane, Neenah, Wisconsin 54956  
Parcel ID #: 006-1802

**ACKNOWLEDGMENT**

STATE OF WISCONSIN      )  
  )  
WINNEBAGO COUNTY      )

Personally came before me this \_\_\_\_ day April, 2024 the named Benjamin Jacobs to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
\*  
\_\_\_\_\_

Notary Public – State of Wisconsin.  
My Commission is permanent/expires: \_\_\_\_\_.

**EXHIBIT A:  
LEGAL DESCRIPTION**

Lot 7 of Scholar Ridge Estates, being part of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Address: 2601 – 2603 St. Thomas Lane, Neenah, Wisconsin.

Tax Parcel Identification Number: 006-1802

## MEMORANDUM

### **Business Item F**

From: Administrator/Staff  
 To: Plan Commission  
 Re: Plan Commission review & recommendation on a Preliminary Plat Review Application submitted by McMahon Associates on behalf of Clayton Development Group LLC, for approval of revisions to Scholar Ridge Estates Plat, dividing Tax ID #006-0618-01(Marlo Ave / St Norbert Dr) & Tax ID #006-0632 into 106 lots intended for a combination of two-family residential & single-family residential uses.

Please find the below comments from Code Administrator Greenberg:

Revision Date of Plat: June 6, 2024.

Site Location: The subject site is 44.9 acres and located south of the recently platted Scholar Ridge Estates (phase one). The Westridge Golf Course is adjacent to the southwest.

#### Project History:

These lands were part of the roughly 100-acre Scholar Ridge Preliminary Plat approved by the Town and County in 2023. A final plat of the northern portion, Scholar Ridge Estates, was subsequently recorded. In April 2024, a final plat for the additional phases was submitted to the Town. The revisions from the original preliminary plat included a revised lot count and modification of some lot dimensions.

Staff determined that the changes did not substantially comply with the approved preliminary plat and were not entitled to final plat approval as reflected in Section 7.10.13 (5) of the Towns Subdivision Ordinance and Wisconsin Statute 236.11. As a result, the applicants are required to submit a new preliminary plat for the remaining lands.

#### Application Details:

McMahon Associates, on behalf of Clayton Development Group, LLC, requests approval of the Scholar Ridge Estates Preliminary Plat for Phases 2,3 and 4, dividing Tax ID #006-0618-01 & Tax ID #006-0632 into 106 single family lots and two (2) outlots. As part of this subdivision/development proposal, the Town previously rezoned the subject property to the Suburban Residential (R-2) District to accommodate the single-family uses.

- Outlots 3 & 4 are proposed for stormwater management. Though not noted on the preliminary plat, all Outlots are proposed to be dedicated to the Town.

#### Zoning of Surrounding Properties:

North: R-2 (Suburban Residential District) & R-3 (Two Family Residential District)  
 South: A-2 (General Agriculture District)  
 East: A-2 (General Agriculture District)  
 West: B-2 (Community Business District) & R-2 (Suburban Residential District)

Parcel Profile Reports:

Additional applicable property information not included in the Parcel Profile Report is described below:

1. The subject property is located in the Town's Suburban Residential (R-2) District.
2. A navigable intermittent stream runs along the north edge of the subject property and generally separates the previously platted phase from the subject property, excepting two lots north of the waterway (Lots 112 and 113).
3. Lands within 300 feet of the waterway are subject to the standards of the County's Shoreland Zoning Ordinance and General Agriculture (A-2) District.
4. Winnebago County requires a 75 ft. setback from navigable waterways.
5. Per the Town Subdivision Ordinance, the minimum environmental setback corridor for these streams is 35 ft, based on the watershed size of the stream.
6. A 2023, WDNR navigability determination letter noted that a drain tile and intake structure and drainage system within the waterway, as well as multiple rock wall / dam structures found constructed across the waterway channel, considered unauthorized dams per WI. Chapter 31, and would need to be addressed before moving forward with additional projects on the property.
7. An assured wetland delineation was completed in October 2022 which identified five (5) small wetlands in the initial phase of the project. In 2023, the developer obtained DNR permits to fill one of the wetlands located on lots 112 and 113 of the proposed plat.
8. No portion of the subject property is located in a floodplain.
9. No portion of the subject property is located in located in Outagamie County Airport Zoning or an Airport Height Limitation Zone.
10. All of the subject property is located in the Fox West Sewer Service Area.
  - Tax ID # 006-0618-01 is located in the Town of Clayton Sanitary District #1.
  - Tax ID # 006-0632 is not located in a sanitary district.
11. The adopted "Highways 10 & 76 Corridor Land Use Master Plan" identifies the following proposed land use districts and features on the subject property:
  - Tax ID #006-0618-01 = "Medium and High Intensity Residential" in the western half and "Recreation and Conservation" in the eastern half.
  - Tax ID #006-0632 = "Single & Two Family Residential".
  - Future roads extensions to Larsen Rd and. Clayton Ave. are identified throughout the subject property.
  - A future on-road trail is identified running north/south through the subject property.
  - A future off-road trail is identified along the intermittent stream.
12. The Future Land Use Map of the 2023 Comprehensive Plan identifies the subject lands in the "Residential – Single and Duplex" plan category.

13. The adopted Park and Trail Plan map identifies “Future Town Parks or Greenspace” in the east half of Tax ID #006-0618-01, a “Future On-road Trail” running north/south adjacent to the subject property and a “Future Off-Road Trail” along the intermittent stream on Tax ID #006-0618 and along the west parcel line of Tax ID #006-0632.
14. Officially mapped road right-of-way/road extensions per the City of Neenah Official Street Map are correctly identified along the west, east, and southern plat boundaries.
15. All of the lots in this phase proposed for single-family use, which is a permitted use in the R-2 Suburban Residential District.
16. All of the proposed lots meet the dimensional standards of the R-2 Suburban Residential District, which requires sewered lots be a minimum width of 65 feet and a minimum size of 9,000 sq. ft. for non-shoreland lots and 10,000 sq. ft. for shoreland lots.
17. The subject property is within extraterritorial plat review jurisdiction of the Village of Fox Crossing and City of Neenah.

#### Road Access:

Though not noted on the preliminary plat, all roads and trails are proposed to be dedicated to the Town. Access from County Road II is proposed via the southerly extensions of St. Norbert Dr. and Marlo Ave. An internal road network is proposed with:

- Two (2) road stubs for future road access to property adjacent to the east; and
- Two (2) road stubs for future road access to property adjacent to the south.

#### Wetlands:

As described earlier in this memo, one (1) small wetland within Lots 112 and 113 is proposed was previously filled. There are no remaining wetland areas within the plat.

#### Minimum Road Design Standards:

Consistent with the prior phase of the subdivision, the applicant intends to meet the Town’s Minimum Road Design Standards Policy.

#### Environmental Setback Corridors (Sec. 7.10.04, Town Subdivision Ordinance):

Per the Town Subdivision Ordinance, 35 ft. environmental setback corridors shall be provided on each side of the intermittent streams on the subject property. **These are being correctly shown on the plat.**

#### Drainage & Stormwater Management (Sec. 7.10.05, Town Subdivision Ordinance):

Stormwater management and erosion control within the Town are regulated by Winnebago County. Drainage and stormwater management plans are required to be submitted to the Town for review and comment at the time of preliminary plat submittal. The applicant has not provided an updated Stormwater Management Plan, or detailed drainage, grading, and storm sewer plans and profile drawings. The Town Engineer will conduct a thorough review after detailed plans and profile drawings are provided. These plans shall be approved by the Town prior to final plat approval.

#### Construction of Public Improvements (Sec. 7.10.06, Town Subdivision Ordinance):

The subdivider is required to install and construct all public improvements (e.g., roads, sewer, water, stormwater management facilities, trails, sidewalks, etc.). As a condition of final plat approval, the subdivider shall enter into a Public Improvement Agreement with the Town addressing items such as construction timelines, financial security, and other requirements as deemed necessary.

Sewage Disposal Systems (Sec. 7.10.07, Town Subdivision Ordinance):

The subdivision will be served by public sewer and water via the Town of Clayton Sanitary District #1. Tax ID # 006-0632 is not located in a sanitary district. Therefore, a boundary amendment to the Town of Clayton Sanitary District #1 should be required to add Tax ID # 006-0632 to the sanitary district prior to final plat approval.

Dedications and Reservations (Sec. 7.10.08, Town Subdivision Ordinance):

1. Pedestrian Trails: Any recreational trail(s) designated in an adopted Town plan shall be made part of the plat and either dedicated to the Town or reserved by the subdivider in locations and dimensions indicated on such plan.
  - The Highways 10 & 76 Corridor Land Use Master Plan map and adopted Park and Trail Plan map identify a future on-road trail running north/south along the east edge of the plat and a future off-road trail along the southerly intermittent stream.
  - The preliminary plat identifies an 8 ft. wide public trail extension along the east side of Marlo Drive which will run from County Rd II to the southern boundary of the subject property.
2. Dedication Requirements for Park, Playground, & Recreational Open Space: The Town Subdivision Ordinance requires one of the following options in regard to dedication of park, playground, and recreational open space area(s): Single-Family use: 6% of (44.86 acres) = 2.69 acres **Total Dedication Requirement: 2.69 acres**

Fee in lieu of land dedication: In the event the Town Board deems a dedication is unsuitable, inadequate or inappropriate, a \$500 fee in lieu of dedication for each new dwelling unit shall be paid prior to issuance of a building permit.

The applicant is proposing to satisfy this requirement via dedication of the trail and two (2) Outlots, which equals 2.32 acres. It is Staff's opinion that the applicant's **proposed dedication is not acceptable** since the majority of the area proposed to be dedicated will consist of stormwater ponds.

**Staff Recommendation:**

The following items should be addressed prior to final approval/Town signatures:

1. Environmental Setback Corridors (Sec. 7.10.04, Town Subdivision Ordinance):
  - a. Per the Ordinance, the Environmental Corridor setback provisions shall be noted on the plat (see enclosed language).



2. Drainage & Stormwater Management (Sec. 7.10.05, Town Subdivision Ordinance):
  - a. The applicant is required to provide the Town with stormwater management plans (for review and comment) in conjunction with Winnebago Co. requirements at the time of Preliminary Plat submittal. To date, no updated plans have been provided.
  - b. The applicant has not provided drainage, grading, storm sewer plans and profile drawings.
  - c. The Town Engineer will conduct a thorough review after detailed plans and profile drawings are provided.
  - d. These plans shall be approved by the Town prior to final plat approval; however, it is recommended that the Town Engineer review stormwater management plans prior to Preliminary Plat approval.
  - e. Per the Ordinance, the enclosed Drainage Easement Restrictions shall be noted on the plat.
  - f. Per the Ordinance, the enclosed Grading and Drainage note shall be noted on the plat.
  
3. Road, Sanitary Sewer, & Water Main Engineering Review:
  - a. Detailed road, sanitary sewer, and water main plans and profile drawings were not provided. The Town Engineer will conduct a thorough review after detailed plans and profile drawings are provided. These plans shall be approved by the Town prior to final plat approval.
  
4. Sewage Disposal Systems (Sec. 7.10.07, Town Subdivision Ordinance):
  - a. The subdivision is proposed to be served by public sewer and water via the Town of Clayton Sanitary District #1. **A boundary amendment to the Town of Clayton Sanitary District #1 is required to add Tax ID # 006-0632 to the sanitary district prior to final plat approval.**
  
5. Dedications and Reservations (Sec. 7.10.08, Town Subdivision Ordinance):
  - a. The Town should review and discuss trail and Park/Playground/Recreational Open Space requirements vs. proposed dedications. Fee in lieu of land dedication is an option the Town may allow.
  - b. Road dedications shall be explicitly stated on the plat.
  - c. The ownership and intended use of all outlots shall be stated on the plat.
  
6. Preliminary Plat Requirements (Section 7.10.10, Town Subdivision Ordinance):
  - a. The existing zoning on the adjacent lots is incorrect and should be corrected. If both the Town and County require zoning designations on the plat, specific reference to the respective Ordinance or jurisdiction should also be noted to avoid confusion.
  - b. The right to farm note shall be added to the plat (see enclosed language).
  - c. Since there are no longer any wetlands within the plat boundary, the wetlands reference should be removed from the legend.
  
7. WI Chapter 236 Requirements:

- a. The exact width of the drainage easement running with the intermittent stream must be noted on the plat.
8. Other Requirements:
- a. Prior to final plat submittal, documentation shall be provided to the Town indicating that the drain tile, intake structure and multiple rock wall / dam structures identified in the WDNR navigability letter have been removed and/or adequately addressed.

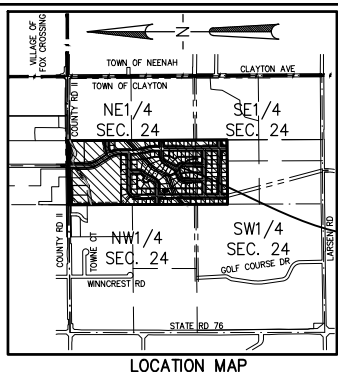
**Process Steps:**

1. The preliminary plat shall be reviewed by the Plan Commission for conformance with the Town Subdivision Ordinance, Zoning Ordinance, and all other ordinances, rules, regulations, and the Town's Comprehensive Plan.
2. The preliminary plat shall then be forwarded to the Town Board with a Plan Commission recommendation for approval or rejection. The Town Board is the approving authority for preliminary plats.
3. Within 90 days of filing the preliminary plat with the Town Clerk, the Town Board shall approve, conditionally approve, or reject such plat in accordance with State Statute unless time is extended by written agreement with the subdivider. Failure of the Town Board to act within 90 days shall constitute an approval.
4. After preliminary plat approval, final plat review/approval by Plan Commission and Town Board will be required.

**SUGGESTED MOTION**

*Motion to recommend approval of the Preliminary Plat Review Application submitted by McMahon Associates on behalf of Clayton Development Group LLC with the eight (8) listed Staff Recommendations.*

Respectfully Submitted,  
Kelsey



PROJECT LOCATION

**LEGEND**

3/4" IRON REBAR FOUND	TV	CABLE TELEVISION - BURIED
RECORDED BEARING AND/OR DISTANCE SQUARE FEET	G	GAS MAIN
CERTIFIED LAND CORNER WINNEBAGO COUNTY	E	ELECTRIC CABLE - BURIED
EXISTING STORM DRAIN	FO	FIBER OPTIC CABLE - BURIED
EXISTING UTILITY VAULT	---	EXISTING FENCE
EXISTING MAILBOX	---	DITCH LINE
EXISTING POST	---	PROPERTY LINE
EXISTING SIGN	---	RIGHT-OF-WAY LINE
UTILITY POLE	---	SECTION LINE
UTILITY POLE W/GUY WIRE	---	TEMPORARY DRIVEWAY RESTRICTION (LOTS 22, 46 61, 62, 154 & 155)
TELEPHONE OR TELEVISION PEDESTAL	---	RESTRICTED ACCESS (LOTS 1, 2, 3 & OUTLOT 1) (UNLESS OTHERWISE NOTED)
EXISTING BUILDING	---	15' UTILITY EASEMENT ADJACENT TO ROAD RIGHT-OF-WAYS
EXISTING CONTOURS	---	EXISTING ASPHALT PAVEMENT
EXISTING CULVERT WITH END SECTIONS	---	EXISTING GRAVEL
TREE OR BRUSH LINE	---	EXISTING CONCRETE PAVEMENT
SOIL BORING LOCATION	---	WETLANDS AS DELINEATED BY DAVEL ENGINEERING & ENVIRONMENTAL, INC. TRAVIS STUCK DATED OCT. 25, 2022
	---	SHORELAND ZONING AREA

# AMENDED PRELIMINARY PLAT FOR PHASES 2, 3 & 4

## SCHOLAR RIDGE ESTATES

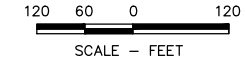
ALL OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

**OBJECTING AUTHORITIES:**  
- DEPARTMENT OF ADMINISTRATION

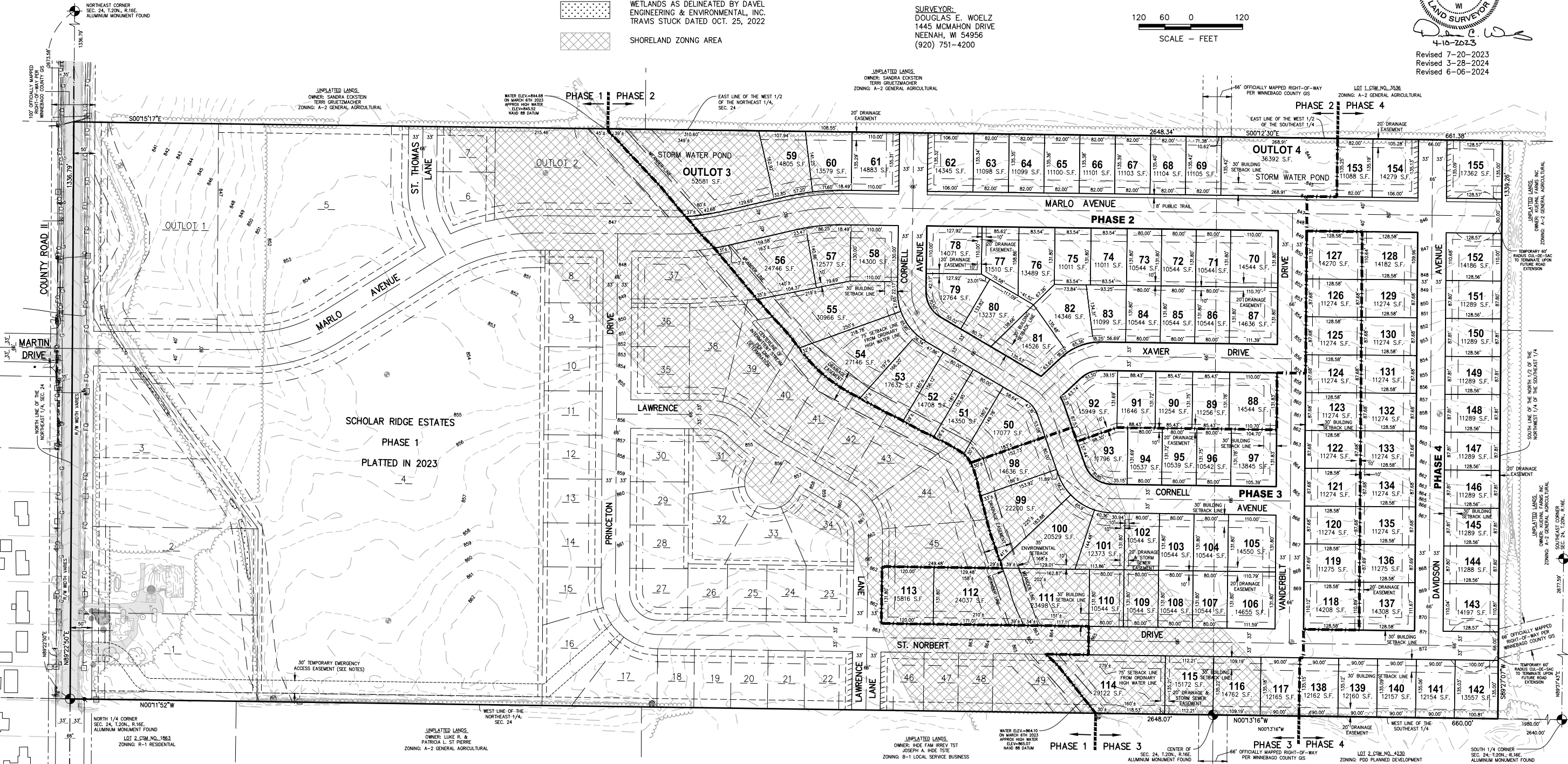
**APPROVING AUTHORITIES:**  
- TOWN OF CLAYTON  
- WINNEBAGO COUNTY PLANNING & ZONING  
- VILLAGE OF FOX CROSSING (THIS PLAT IS SUBJECT TO A STIPULATED AGREEMENT THAT REMAINS IN EFFECT UNTIL JANUARY 15TH, 2030)

**OWNER/SUBDIVIDER**  
CLAYTON DEVELOPMENT GROUP, LLC  
ATTN. DEREK LIEBHAUSER  
2065 AMMAHON DRIVE, SUITE A  
NEENAH, WI 54956  
(920) 428-9451

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 16 EAST, WHICH BEARS N89°22'50"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR WINNEBAGO COUNTY



Revised 7-20-2023  
Revised 3-28-2024  
Revised 6-06-2024



Item F.

**McMAHON**  
ENGINEERS & ARCHITECTS  
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NO.	DATE	REVISION
1	7-20-23	REVISIONS PER TOWN/COUNTY COMMENTS
2	3-28-24	DELETE ONE LOT & ADJUSTED PHASE LINE BETWEEN PHASES 2, 3 & 4
3	06-06-24	ADJUSTED PHASE LINE BETWEEN PHASES 2, 3 & 4

**AMENDED PRELIMINARY PLAT FOR PHASES 2, 3 & 4 - SCHOLAR RIDGE ESTATES**  
**PART OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 24, T20N, R16E,**  
**TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN**

SURVEYED	DRAWN
DEW	MJA
PROJECT NO.	C1069 09-23-00271
DATE	APRIL, 2023
SHEET NO.	1099

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NOTES

- THE SUBJECT PROPERTY IS ZONED:
  - (3 LOTS & 1 OUTLOT) LOTS 1 THRU 3 & OUTLOT 1 – LOCAL SERVICE BUSINESS (B-1) DISTRICT OR COMMUNITY BUSINESS (B-2) DISTRICT
  - (2 LOTS) LOTS 4 & 5 – MULTIFAMILY RESIDENTIAL (R-4) DISTRICT
  - (19 LOTS & 1 OUTLOT) LOTS 6 THRU 17, LOTS 27 THRU 30, LOTS 35 THRU 37 AND OUTLOT 2 – TWO-FAMILY RESIDENTIAL (R-3) DISTRICT
  - (132 LOTS & 2 OUTLOTS) LOTS 18 THRU 26, LOTS 31 THRU 34, LOTS 38 THRU 155 AND OUTLOTS 3 & 4 – SUBURBAN RESIDENTIAL (R-2) DISTRICT
  - TOTAL DEVELOPMENT = 155 LOTS & 4 OUTLOTS
  - FRONTYARD BUILDING SETBACKS TO BE 30 FEET FOR SUBURBAN & TWO-FAMILY RESIDENTIAL LOTS AND 40 FEET FOR MULTIFAMILY RESIDENTIAL LOTS
  - THE TOTAL AREA OF THIS DEVELOPMENT = 101.661 ACRES
  - NET SUBDIVIDED AREA = 81.485 ACRES
  - DEDICATED STREET AREA = 20.176 ACRES
  - LINEAL FEET OF STREETS = 14,197 LIN. FEET.
- MINIMUM LOT REQUIREMENTS PER ZONING ORDINANCES (SEWERED LOTS):
  - (B-1) BUSINESS DISTRICT/(B-2) COMMUNITY BUSINESS DISTRICT
    - MINIMUM LOT SIZE = 15,000 S.F.
    - MINIMUM LOT WIDTH = 85 FEET
    - MINIMUM ROAD FRONTAGE = 75 FEET
  - (R-4) MULTIFAMILY RESIDENTIAL DISTRICT
    - MINIMUM LOT SIZE = 15,000 S.F.
    - MINIMUM LOT WIDTH = 120 FEET
    - MINIMUM ROAD FRONTAGE = 33 FEET
  - R-3) TWO-FAMILY RESIDENTIAL DISTRICT
    - MINIMUM LOT SIZE (TWO FAMILY UNITS) = 10,000 S.F.
    - MINIMUM LOT WIDTH = 85 FEET
    - MINIMUM ROAD FRONTAGE = 33 FEET
  - (R-2) SUBURBAN RESIDENTIAL DISTRICT
    - MINIMUM LOT SIZE = 9,000 S.F.
    - MINIMUM LOT WIDTH = 65 FEET
    - MINIMUM ROAD FRONTAGE = 33 FEET
- MINIMUM LOT SIZE WITHIN DEVELOPMENT = 10,537 S.F. (LOT 94)
- MINIMUM LOT WIDTH WITHIN DEVELOPMENT = 80 FEET
- MINIMUM ROAD FRONTAGE WITHIN DEVELOPMENT = 55.27 FEET (LOTS 32 & 33)
- AVERAGE LOT SIZE (R-2) SUBURBAN RESIDENTIAL DISTRICT = 14,084 S.F.
- AVERAGE LOT SIZE (R-3) TWO-FAMILY RESIDENTIAL DISTRICT = 16,473 S.F.
- ALL EASEMENTS TO BE SHOWN ON THE FINAL PLAT.
- SEE UTILITY PLANS FOR EXISTING AND PROPOSED UTILITIES.
- ALL LOTS TO BE SERVICED BY PUBLIC SEWER AND WATER.
- PRIVATE RESTRICTIONS/COVENANTS TO BE FILED WITH THE FINAL PLAT.
- ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- OUTLOTS 1, 2, 3 AND 4 ARE TO BE OWNED AND MAINTAINED BY THE TOWN OF CLAYTON.
- LOTS 22 & 46 (LAWRENCE LANE), LOTS 61 & 62 (CORNELL AVENUE) AND LOTS 154 & 155 (DAVIDSON AVENUE) CONTAIN A DRIVEWAY RESTRICTION AS MAPPED. THIS RESTRICTION SHALL TERMINATE UPON FUTURE EXTENSION OF LAWRENCE LANE, MARLO AVENUE, CORNELL AVENUE & DAVIDSON AVENUE.
- THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHALL BE THE POINT ON THE BANK OF THE NAVIGABLE STREAM UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER RECOGNIZED CHARACTERISTICS.
- 30' TEMPORARY EMERGENCY ACCESS EASEMENT AS SHOWN TO BE USED FOR EMERGENCY PURPOSES ONLY. THIS EASEMENT SHALL TERMINATE UPON THE DEDICATION OF SECONDARY PUBLIC ACCESS BEING PROVIDED TO SERVICE THIS DEVELOPMENT.
- ALL GRADING AND FINAL GRADES FOR THE CONSTRUCTION OF ANY PUBLIC OR PRIVATE IMPROVEMENT SHALL CONFORM TO THE DRAINAGE PLAN AS APPROVED BY WINNEBAGO COUNTY AND THE TOWN OF CLAYTON.
- ANY AGRICULTURAL DRAIN TILE WHICH IS DISTURBED, CUT OR BROKEN AS PART OF THE DEVELOPMENT OF THE PLAT OR EXCAVATION FOR HOME CONSTRUCTION MUST BE REPAIRED AND/ OR RELOCATED TO ALLOW FOR THE DRAIN TILE TO CONTINUE DRAINING AS ORIGINALLY DESIGNED. THE COST OF THE REPAIR OR RELOCATION MUST BE BORNE BY THE PARTY OR HIS AGENT DAMAGING THE DRAIN.
- A SHORELAND PERMIT FROM WINNEBAGO COUNTY ZONING ADMINISTRATORS OFFICE IS REQUIRED FOR LOTS 6 THRU 9, 31, 34 THRU 60, 79 THRU 81, 92 THRU 93, 98 THRU 102, 107 THRU 117 & OUTLOTS 2 & 3 PRIOR TO CONSTRUCTION, FILL OR GRADING ACTIVITIES WITHIN 300' OF THE ORDINARY HIGH WATER MARK OF A NAVIGABLE STREAM.
- LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 98, 99, 100, 101, 110, 111, 112, 113, 114, 115 & OUTLOT 3 ARE WHOLLY CONTAINED WITHIN THE COUNTY SHORELAND ZONING AREA AND SHALL BE SUBJECT TO COUNTY IMPERVIOUS SURFACE STANDARDS.

AMENDED PRELIMINARY PLAT FOR PHASES 2, 3 & 4  
SCHOLAR RIDGE ESTATES

ALL OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

NOTES:

**ENVIRONMENTAL SETBACK CORRIDOR PROTECTIONS:** THE FOLLOWING USES, STRUCTURES AND ACTIVITIES ARE PROHIBITED: FILLING, GRADING AND EXCAVATING EXCEPT IN CONNECTION WITH PUBLIC STREET AND UTILITY CROSSINGS AND DRAINAGE IMPROVEMENTS AND FACILITIES; CONSTRUCTION OF ANY BUILDING OR STRUCTURE INCLUDING FENCES; THE DUMPING OF TRASH, GARBAGE OR COMPOST; THE STORAGE OF VEHICLES OR EQUIPMENT OF ANY KIND; THE REMOVAL OF NATIVE VEGETATION; AND THE MOWING OR CUTTING OF VEGETATION LOWER THAN EIGHT (8) INCHES. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND BE BINDING UPON THE OWNER AND HIS/HER/HIS SUCCESSORS AND ASSIGNS. THESE RESTRICTIONS MAY BE ENFORCED BY ANY LOT OWNER, HOMEOWNERS' ASSOCIATION OR THE TOWN OF CLAYTON BY PROCEEDINGS IN LAW OR EQUITY AGAINST ANY PERSON VIOLATING OR ATTEMPTING TO VIOLATE THESE RESTRICTIONS. THESE RESTRICTIONS SHALL NOT BE AMENDED, WAIVED OR TERMINATED WITHOUT A RECORDED WRITTEN INSTRUMENT AND THE EXPRESS WRITTEN CONSENT OF THE TOWN OF CLAYTON.

**DRAINAGE EASEMENT RESTRICTIONS:** THE FOLLOWING USES AND STRUCTURES ARE PROHIBITED WITHIN ALL DRAINAGE EASEMENTS: FILLING, GRADING AND EXCAVATING EXCEPT FOR CONSTRUCTION OF DRAINAGE WAYS AND DRAINAGE FACILITIES; THE CULTIVATION OF CROPS, FRUITS OR VEGETABLES; THE DUMPING OR DEPOSITING OF ASHES, WASTE, COMPOST OR MATERIALS OF ANY KIND; THE STORAGE OF VEHICLES, EQUIPMENT, MATERIALS OR PERSONAL PROPERTY OF ANY KIND; AND CONSTRUCTING, ERECTING OR MOVING ANY BUILDING OR STRUCTURE, INCLUDING FENCES, WITHIN THE DRAINAGE EASEMENT.

**MAINTENANCE OF DRAINAGE IMPROVEMENTS:** MAINTENANCE OF DRAINAGE WAYS AND ASSOCIATED DRAINAGE IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, WINNEBAGO COUNTY AND THE TOWN RETAIN THE RIGHT TO PERFORM MAINTENANCE OR REPAIRS. THE COST OF THE MAINTENANCE AND REPAIRS SHALL BE EQUALLY ASSESSED AMONG THE PROPERTY OWNERS. THE PURCHASE OF ANY LOT CONSTITUTES A WAIVER OF OBJECTION AND AGREEMENT TO PAY ANY SUCH ASSESSMENT WHICH SHALL BE PLACED ON THE TAX BILL AS A SPECIAL ASSESSMENT.

**DRAINAGE MAINTENANCE EASEMENT:** WINNEBAGO COUNTY AND THE TOWN SHALL HAVE AN UNQUALIFIED RIGHT TO ENTER UPON ANY DRAINAGE EASEMENT OR OUTLOT FOR INSPECTION AND, IF NECESSARY, MAINTENANCE AND REPAIR OF THE DRAINAGE WAYS AND ASSOCIATED DRAINAGE IMPROVEMENTS.

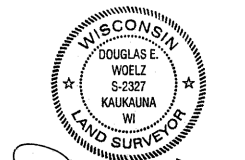
**RIGHT TO FARM COVENANT:** THE LOT(S) CREATED IN THIS SUBDIVISION PLAT ARE ADJACENT TO PROPERTY THAT, AS OF THE DATE OF THIS DOCUMENT, ARE BEING USED FOR AGRICULTURAL PURPOSES. SOME INDIVIDUALS BELIEVE THAT THE ACTIVITIES ASSOCIATED WITH THE AGRICULTURAL USE CONSTITUTE A NUISANCE OR CONFLICT WITH THEIR QUIET ENJOYMENT OF THEIR PROPERTY. THIS STATEMENT IS INTENDED TO PROVIDE THIRD PARTIES WITH NOTICE THAT AGRICULTURAL ACTIVITIES MAY EXIST ON THE ADJACENT PROPERTY.

**ROAD RIGHT-OF-WAY RESTRICTION:** ROADS SHOWN TO THE EXTERIOR PROPERTY LINE(S) MAY NOT BE VACATED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE WINNEBAGO COUNTY PLANNING & ZONING COMMITTEE, IT BEING THE INTENT OF THE RESTRICTION TO PREVENT ELIMINATION OF RIGHT-OF-WAY REQUIRED AS A CONDITION OF PRELIMINARY PLAT APPROVAL BY WINNEBAGO COUNTY WITHOUT THEIR AUTHORIZATION.

ANY RIPARIAN LOT AND/OR LOT WHOLLY WITHIN 300 FT. FROM A NAVIGABLE BODY OF WATER SHALL BE SUBJECT TO COUNTY IMPERVIOUS SURFACE STANDARDS.

**PROPERTY DESCRIPTION:** All of the Northwest 1/4 and the Southwest 1/4 of the Northeast 1/4 and the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin containing 4,428,349 square feet (101.661 acres) of land more or less and described as follows:

Beginning at the North 1/4 corner of said Section 24; Thence N89°22'50"E, 1336.79 feet along the North line of the Northeast 1/4 of said Section 24 to the East line of the West 1/2 of said Northeast 1/4; Thence S00°15'17"E, 2648.34 feet along said East line to the Southeast corner thereof; Thence S00°12'30"E, 661.38 feet along the East line of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 to the Southeast corner thereof; Thence S89°27'07"W, 1339.26 feet along the South line of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 to the Southwest corner thereof; Thence N00°13'16"W, 660.00 feet along the West line of said Southeast 1/4 to the Center of said Section 24; Thence N00°11'52"W, 2648.07 feet along the West line of said Northeast 1/4 to the Point of Beginning.



*D. E. Wetz*  
4-10-2023

Revised 7-20-2023  
Revised 3-28-2024  
Revised 6-06-2024

Item F.

**McMAHON**  
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PRELIMINARY PLAT – SCHOLAR RIDGE ESTATES  
PART OF THE NORTHEAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 24, T20N, R16E,  
TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN

SURVEYED	DRAWN
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