



VILLAGE OF WILLIAMS BAY

250 Williams Street | PO Box 580 | Williams Bay | WI | 53191 | vi.williamsbay.wi.gov

Phone: 262-245-2700

NOTICE

PLAN COMMISSION MEETING

WEDNESDAY, FEBRUARY 11, 2026 AT 6:30 PM

WILLIAMS BAY SCHOOL - AUDITORIUM

(SOUTH BUILDING ENTRANCE & PARKING LOT)

500 WEST GENEVA STREET, WILLIAMS BAY, WI 53191

PART 2 OF 2 - AGENDA ITEMS V. E. 2 THROUGH XI.

There may be a quorum of Village Trustees present, no board business will be conducted.

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I. **Call to Order (Online Meeting Packet 2 of 2)**
- II. **Roll Call**
- III. **Pledge of Allegiance**
- IV. **Meeting Decorum**
 - A. Public Comments. *As established by Village Code, the Village Plan Commission and Village Board held a public hearing for the General Development Plan (GDP). With the GDP having been approved, the Plan Commission is meeting to evaluate the Final Development Plan (FDP) and make a determination whether the FDP is consistent with the GDP. Village Code does not provide for public hearing for FDP and there will not be public comment at this meeting. The Village encourages all interested in providing comment on the FDP to email Village Clerk Tina Kolls at clerk@vi.williamsbay.wi.gov or in writing. All comment communications received by Noon, Tuesday, February 10, 2026 will be sent to all Plan Commission Members.*
 - B. Meeting Decorum. *According to Robert's Rules of Order, meeting decorum means maintaining respectful and orderly behavior during a meeting. Violators of meeting decorum will be excused from the meeting.*
- V. **Presentations - Williams Bay Support Staff & Applicant Topography Representatives**
 - A. Village Zoning Administrator Allison Schwark - Consistency of Final Development Plan (FDP) Application with the Approved General Development Plan (GDP)
 - B. Village Planner Sonja Kruesel, Vandewalle Associates - Consistency of Final Development Plan (FDP) Application with the Village's Comprehensive Plan
 - C. Village Tree Commissioner Allison Schwark - Review of Tree Preservation Plan for Consistency of Final Development Plan (FDP) Application with the Approved General Development Plan (GDP)
 - D. Village Engineer Doug Snyder - Review of Project Improvements for Consistency of Final Development Plan (FDP) Application with the Approved General Development Plan (GDP)
 - E. Applicant Topography - Presentation of Application for Final Development Plan (FDP)
 1. PDO and Site Plans

- a. **SEE THE PLAN COMMISSION MEETING 02/11/2026 PART 1 OF 2 FOR THE ATTACHMENTS TO THE ITEMS ABOVE**
- b. **THE PLAN COMMISSION MEETING 02/11/2026 PART 2 OF 2 ATTACHMENTS CONTINUE BELOW**
 - 2. Storm Water Management, Utility Easements and Vacations
 - 3. CSM's, Condominium Plats and Covenants

VI. Plan Commission - Discussion Concerning Presentations

VII. Plan Commission - Discussion and Consideration of Motions Recommending The Topography Final Development Plan (FDP) Application for the Preserve Development to the Village Board of Trustees

- A. Consideration of A Resolution Recommending Approval of the Topography Final Development Plan (FDP)

VIII. Plan Commission - Discussion and Consideration of Certified Survey Map for the Conservancy Area - One (1) Lot Certified Survey Map

- A. Consideration of A Resolution Recommending Approval of the Certified Survey Map (CSM) for the Conservancy Area - One (1) Lot CSM

IX. Plan Commission Discussion and Possible Consideration on Certified Survey Map for the Preserve Resort Area - Four (4) Lot Certified Survey Map

- A. Consideration of A Resolution Recommending Approval of A Certified Survey Map (CSM) for the Preserve Resort Area - Four (4) Lot CSM

X. Plan Commission - Discussion and Possible Consideration of Preliminary Condominium Plat for the Preserve, A Condominium At Williams Bay

- A. Consideration of a Resolution Recommending Approval of A Preliminary Condominium Plat for The Preserve

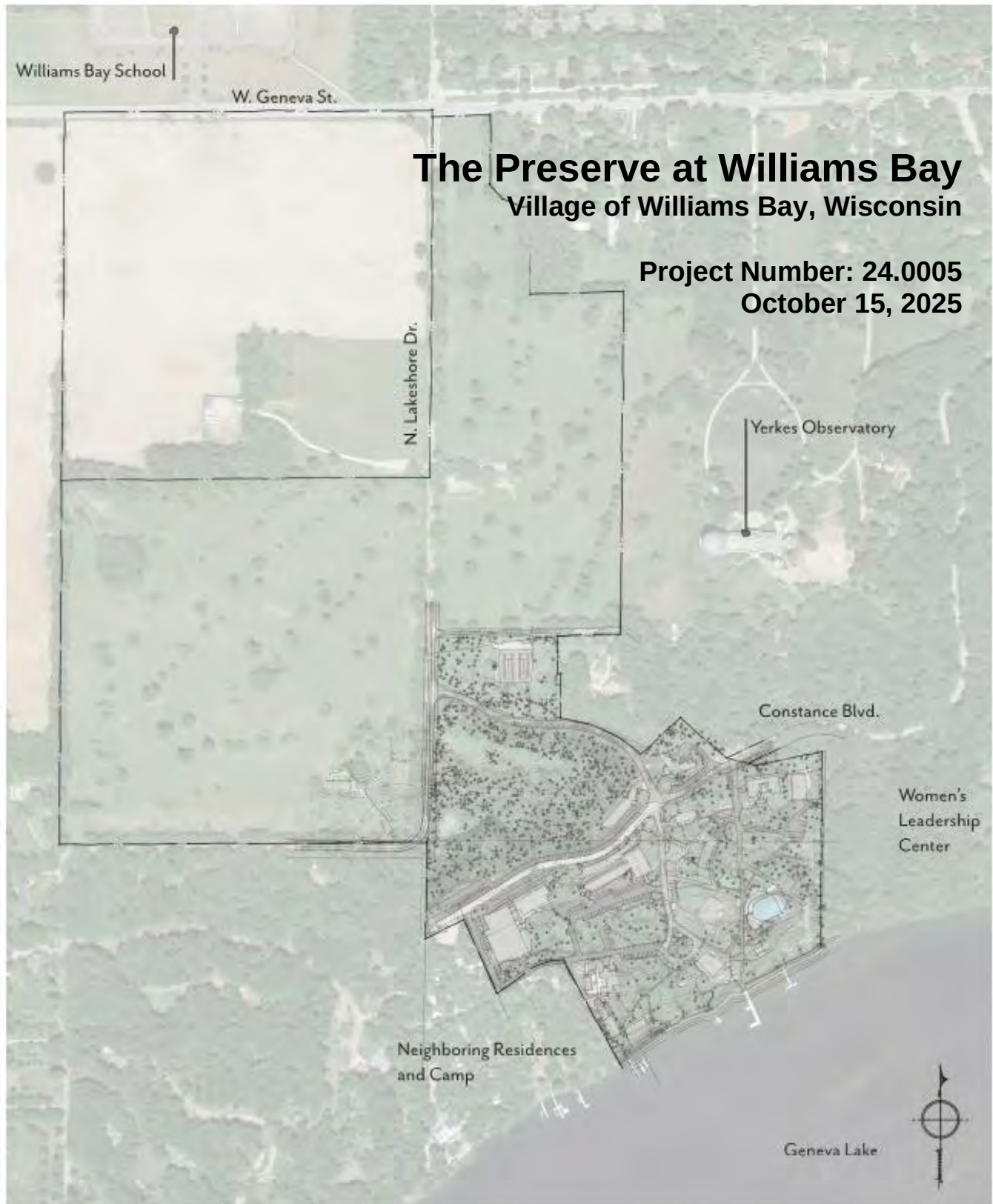
XI. Adjournment

Adam Jaramillo
Chairman

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 02/02/2026 5:00 PM

STORM WATER MANAGEMENT PLAN



REVISED JANUARY 13, 2026
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151

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APPENDICES

APPENDIX 1 – MAPS

- Project Location Map.
- USDA SCS Soils Map.

APPENDIX 2 - PRE-DEVELOPMENT CONDITIONS

- Hydrology Exhibit – Pre-Development Conditions.
- Pre-Development HydroCAD Modeling.

APPENDIX 3 – POST-DEVELOPMENT CONDITIONS

- Hydrology Exhibit – Post-Development Conditions.
- Post-Development HydroCAD Modeling.

APPENDIX 4 - POST-DEVELOPMENT CONDITIONS (WATER QUALITY)

- WinSLAMM Modeling Input Data & Output Computations.

APPENDIX 5 - GEOTECHNICAL REPORT

- Geotechnical Report.

APPENDIX 6 – STORM SEWER SIZING CALCULATIONS

APPENDIX 7 – USLE CALCULATIONS

APPENDIX 8 – MAINTENANCE AGREEMENTS

APPENDIX 9 – GRADING AND EROSION CONTROL PLANS

APPENDIX 10 – CONSTRUCTION DETAILS

APPENDIX 11 – OVERFLOW ROUTE INFORMATION

APPENDIX 12 –PROPOSED ROAD C WALL

Questions and comments can be directed to:

Timothy C. Lynch P.E.

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New Berlin, WI 53151

www.lynch-engineering.com

PROJECT LOCATION AND DESCRIPTION

The proposed Preserve at Williams Bay development is located along the shoreline of Geneva Lake and is bounded generally by N. Lakeshore Drive, Ravina Road, and Constance Boulevard in the Village of Williams Bay, Walworth County, Wisconsin. A project Location Map is provided in **Appendix 1**.

The development encompasses approximately 137 acres and includes the following primary site features:

- Approximately 860 linear feet of frontage on Geneva Lake
- A 40,000-square-foot lodge
- One-two-and three bedroom cabins
- A 4,600-square-foot restaurant
- A 3,800-square-foot activity center
- Approximately 1,200 square feet of event space

STORMWATER MANAGEMENT AREAS

Stormwater management for the project has been evaluated and designed within three distinct drainage areas:

- Racquet Area
- Northeast Area
- Southern (Redevelopment) Area

This report summarizes the stormwater quantity, stormwater quality, and infiltration analysis for each area under both pre-development and post-development conditions, as applicable.

DESIGN CRITERIA

Village of Williams Bay

Post-construction stormwater management design complies with the Village of Williams Bay ordinances, which reference the Wisconsin Department of Natural Resources (WDNR) Bureau of Watershed Management Model Ordinance, Program Guidance #3800-2015-05, effective April 2015.

The following criteria apply to this development:

Stormwater Quantity

Best Management Practices (BMPs) shall be employed to maintain or reduce post-development peak runoff rates for the 1-, 2-, 10-, and 100-year storm events to pre-development levels, to the maximum extent practicable.

Stormwater Quality

Stormwater BMPs shall be designed, installed, and maintained to achieve an 80 percent reduction in total suspended solids (TSS) from post-construction runoff, based on average annual rainfall conditions, as compared to uncontrolled runoff.

Stormwater Quality (TSS) Performance Standard – Redevelopment

For areas classified as redevelopment under WDNR NR 151, stormwater management practices are required to reduce total suspended solids (TSS) loads by at least 40 percent, to the maximum extent practicable, as compared to uncontrolled conditions. This performance standard is consistent with NR 151.121(2) and is applicable where full compliance with the 80 percent TSS reduction standard for new development is not practicable due to site constraints or existing development conditions.

Redevelopment stormwater quality compliance for this project is achieved through the use of proprietary filtration BMPs and a site-wide, composite analysis, as described in subsequent sections of this report.

Stormwater Infiltration

Section 15.09 of the Village of Williams Bay ordinances does not specify infiltration requirements. Accordingly, infiltration design complies with applicable WDNR and Walworth County standards. One of the following Walworth County infiltration criteria must be satisfied:

- Infiltration of 60 percent of the pre-development infiltration volume based on annual rainfall
- Infiltration of 25 percent of the post-development runoff volume for the 2-year, 24-hour storm
- Establishment of an effective infiltration area equal to 2 percent or more of the total site area

ANALYSIS METHODS

Hydrologic and hydraulic analyses were completed using HydroCAD, Version 10.00-15, which applies accepted TR-20 methodology to compute runoff hydrographs and peak discharge rates.

Hydrologic Curve Numbers (CNs) for pre-development and post-development conditions were selected using standard values from TR-55 for Hydrologic Soil Group (HSG) B, consistent with on-site soil conditions.

Peak discharge rates were evaluated for the 1-, 2-, 10-, and 100-year storm events using an MSE3 rainfall distribution. Design rainfall depths are summarized in **Table 1**.

Table 1: Design Rainfall Values

Storm Recurrence Interval	24-Hour Rainfall Volume (Inches)
1-year	2.46
2-Year	2.80
10-year	3.97
100-year	6.22

Stormwater quality performance was evaluated using WinSLAMM (Version 10.5), the Source Loading and Management Model developed by Robert Pitt and John Voorhees. Model inputs and outputs are included in **Appendix 4**.

PRE-DEVELOPMENT CONDITIONS – RACQUET AREA

(East of N. Lakeshore Drive)

Under pre-development conditions, the Racquet Area consists of approximately 48.34 acres draining toward Geneva Lake. Existing land cover consists primarily of meadow with limited agricultural use. Runoff generally flows from north to south, crossing N. Lakeshore Drive and discharging toward Holiday Home Camp and ultimately Geneva Lake.

Five drainage basins contribute runoff within this area. Soils are predominantly Miami silt loams and loams, corresponding to HSG B. Soil mapping and classifications are provided in **Appendix 1**.

Peak flow results for pre-development conditions are summarized in **Table 2**.

Table 2: Hydrologic Analysis of Pre-Development Conditions-Racquet Area

Drainage Area	Area (Acres)	Runoff Curve Number	Time of Conc. (Min.)	Peak Flows (cfs)			
				1-Year	2-Year	10-Year	100-year
PRA-1	7.78	68	39.1	1.63	2.53	6.54	16.42
PRA-2	29.29	58	38.4	1.08	2.45	11.29	39.99
PRA-3	9.16	60	38.1	0.54	1.09	4.29	13.94
PRA-4	2.11	58	14.4	0.10	0.25	1.40	5.0
Total	48.34			3.18	6.13	22.66	72.11

HydroCAD model inputs and outputs are included in **Appendix 2**

POST-DEVELOPMENT CONDITIONS – RACQUET AREA

(West of N. Lakeshore Drive)

Post-development hydrologic modeling and drainage exhibits are provided in **Appendix 3**. Six drainage basins are present under post-development conditions. Five basins discharge into two proposed bioretention BMPs located on both the east and west sides of N. Lakeshore Drive.

The drainage basins west of N. Lakeshore Drive include proposed courts, internal roads, driveways, and pedestrian paths. These basins contain approximately 4 acres of impervious surface and 48.34 acres of pervious area.

Runoff will be conveyed through a combination of storm sewer infrastructure and overland flow paths to the bioretention facilities, which provide peak flow attenuation, volume reduction, and water quality treatment.

Post-development peak flow results and BMP performance are summarized in **Table 3**, with bioretention design data provided in **Table 4**. A comparison of pre- and post-development peak flows is provided in **Table 5**.

Table 3: Hydrologic Analysis of Post-Development Conditions-Racquet Area

Drainage Basin	Area (Acres)	Runoff Curve Number	Time of Conc. (Min.)	Flows (cfs)			
				1-Year	2-Year	10-Year	100-year
RA-1	7.78	68	39.8	1.61	2.50	6.48	16.22
RA-2	25.56	60	43.6	1.41	2.85	11.05	35.86
RA-3	6.98	80	6.0	0.41	1.13	5.13	15.86
RA-4	10.78	72	6.0	10.71	13.79	25.21	48.66
Total	48.34	AFTER CONTROL (2P)		1.35	2.14	4.25	6.77

Table 4: Bio-Retention Data

Bio-Retention Data							
Basin	Peak Outflow 2-Year (cfs)	Peak Outflow 100-Year (cfs)	Pond Bottom Elevation (ft.)	Peak W.S. Elev. 2-Year	Peak W.S. Elev. 100-Year	Spillway Elev.	Top of Berm Elev.
(2P)	2.14	6.77	1020.00	1020.80	1024.00	1024.50	1025.00

Table 5

Comparison Between Pre-Development and Post-Development Flows-Racquet Area							
Pre-Dev. 1-Year (cfs)	Post-Dev. 1-Year (cfs)	Pre-Dev. 2-Year (cfs)	Post-Dev. 2-Year (cfs)	Pre-Dev. 10-Year (cfs)	Post-Dev. 10-Year (cfs)	Pre-Dev. 100-Year (cfs)	Post-Dev. 100-Year (cfs)
3.18	1.14	6.13	1.91	22.66	5.02	72.11	16.84

INFILTRATION – RACQUET AREA

Subsurface investigations were performed by PSI, an Intertek Company. Soil test pit results and recommendations are documented in **Appendix 5**. Infiltration rates used for stormwater quantity and quality modeling are based on PSI's findings.

INFILTRATION VOLUME SUMMARY**The Preserve - Racket Area 2P****Village of Williams Bay****EXISTING SITE**

	AREA (acres)	TOTAL RAINFALL (inches)	TOTAL RAIN (cf)	TOTAL RUNOFF (cf)	AMOUNT (cf)
PRA1 - 4	48.34	28.81	5,055,412	320,910	4,734,502
			0		0
75% OF INFILTRATION VOLUME					3,550,876

PROPOSED SITE

DRAINAGE BASIN	AREA (acres)	TOTAL RAINFALL (inches)	TOTAL RAIN (cf)	TOTAL RUNOFF (cf)	AMOUNT IN BASIN (cf)	AMOUNT (cf)	INFILTRATION (cf)
RA-1	7.78	32.10	907,015	51,668		51,668	855,347
RA-2	25.56	32.10	2,978,794	277,376		277,376	2,701,418
RA-3	4.32	32.10	503,496	28,681		28,681	474,815
RA-4	6.98	32.10	812,864	46,306		46,306	766,558
UND	3.69	32.10	430,086	24,500		24,500	405,586
			0		380,343	-380,343	380,343
			0			0	0
TOTAL ACRES	48.34				TOTAL INFILTRATION VOLUME		5,584,068

STORMWATER QUALITY CONTROL – RACQUET AREA

Stormwater quality control for the Racquet Area is provided through bioretention BMPs, designed to comply with Village of Williams Bay and WDNR requirements for TSS removal. The required 80 percent TSS reduction relative to uncontrolled runoff conditions is achieved.

Stormwater quality modeling was performed using WinSLAMM. Results are summarized in **Table 6**, demonstrating compliance with TSS reduction requirements.

Table 6: Water Quality Summary-Racquet Area

Source	Area (ac)	Pounds of TSS Generated	Pounds of TSS Remaining	Percent Removal
RA-1, RA-2, RA-3, RA-4, UND	48.33	4285	648.2	84.87%

MAINTENANCE PROGRAM

Bioretention facilities will be inspected and maintained on a quarterly basis during the first year of establishment. Following the initial year, inspections will occur semi-annually. Additional inspections will be conducted following rainfall events of 0.5 inches or greater.

Maintenance activities include, but are not limited to:

- Removal of sediment accumulation and surface clogging
- Repair of erosion or scour, including energy dissipation improvements
- Litter and debris removal
- Vegetation health monitoring and replacement as needed
- Weed control
- Inspection and cleaning of outlet structures

EROSION CONTROL

Erosion control plans will be prepared in accordance with Village of Williams Bay and WDNR requirements. Proposed bioretention basins will be utilized as temporary sediment basins during construction.

Additional construction-phase erosion control measures include tracking pads, silt fence, ditch checks, and inlet protection. Permanent stabilization will consist of erosion control matting on steep slopes and riprap protection at all storm sewer outlets.

Erosion control measures will be installed prior to land disturbance and maintained until final site stabilization is achieved, defined as 90 percent vegetative cover.

SOIL LOSS

Soil erosion was evaluated using the Universal Soil Loss Equation (USLE). Erosion control measures are designed to limit soil loss to a maximum of 5.0 tons per acre per year, consistent with applicable standards.

WETLANDS AND WATERWAYS

A review of the WDNR Wetland Indicator Map identified no indicator soils or other wetland features within the project limits. Accordingly, a wetland delineation was not required.

PRE-DEVELOPMENT CONDITIONS – NORTHEAST AREA

Under pre-development conditions, the Northeast Area consists of approximately 29 acres, comprised primarily of meadow and wooded areas with approximately 4 acres of existing pavement. Runoff flows generally from north to south toward Geneva Lake.

One drainage basin contributes runoff in this area. Soils are predominantly Miami silt loams and loams (HSG B). Soil mapping is provided in **Appendix 1**. Pre-development peak flow results are summarized in **Table 7**, with HydroCAD outputs included in **Appendix 2**.

Table 7: Hydrologic Analysis of Pre-Development Conditions-NE Area

Drainage Area	Area (Acres)	Runoff Curve Number	Time of Conc. (Min.)	Peak Flows (cfs)			
				1-Year	2-Year	10-Year	100-year
PRE NE-1	7.51	58	21.9	0.34	0.79	3.97	14.23

HydroCAD model input and output data for Pre-Development Conditions is in **Appendix 2**.

POST-DEVELOPMENT CONDITIONS – NORTHEAST AREA

Post-development conditions include two drainage basins. One basin discharges to a proposed bioretention facility located east of N. Lakeshore Drive, north of Ravina Road, and contains minimal impervious surface. The second basin drains onsite and is evaluated as part of the overall site analysis.

Post-development hydrologic results are summarized in **Table 8**, bioretention design data in **Table 9**, and a pre-/post-development comparison in **Table 10**.

Table 8: Hydrologic Analysis of Post-Development Conditions-Northeast Area

Drainage Area	Area (Acres)	Runoff Curve Number	Time of Conc. (Min.)	Flows (cfs)			
				1-Year	2-Year	10-Year	100-year
NE-1	7.51	60	21.9	0.55	1.16	4.84	15.77

Table 9: Bio-Retention Data

Bio-Retention Data							
Basin	Peak Outflow 2-Year (cfs)	Peak Outflow 100-Year (cfs)	Bottom Water Elevation (ft.)	Peak W.S. Elev. 2-Year	Peak W.S. Elev. 100-Year	Spillway Elev.	Top of Berm Elev.
(1P)	0.07	4.10	1038.00	1038.39	1039.33	1042.50	1043.00

Table 10

Comparison Between Pre-Development and Post-Development Flows-Northeast Area							
Pre-Dev. 1-Year (cfs)	Post-Dev. 1-Year (cfs)	Pre-Dev. 2-Year (cfs)	Post-Dev. 2-Year (cfs)	Pre-Dev. 10-Year (cfs)	Post-Dev. 10-Year (cfs)	Pre-Dev. 100-Year (cfs)	Post-Dev. 100-Year (cfs)
0.34	0.00	0.79	0.07	3.97	0.71	14.23	4.10

INFILTRATION – NORTHEAST AREA

Infiltration design and modeling are based on soil test pit data prepared by **PSI, an Intertek Company**, as documented in **Appendix 5**.

INFILTRATION VOLUME SUMMARY

The Preserve - NE BASIN 1P

Village of Williams Bay

EXISTING SITE

	AREA (acres)	TOTAL RAINFALL (inches)	TOTAL RAIN (cf)	TOTAL RUNOFF (cf)	AMOUNT (cf)
E1	7.51	28.81	785,607	81,730	703,877
			0		0
75% OF INFILTRATION VOLUME					527,908

PROPOSED SITE

DRAINAGE BASIN	AREA (acres)	TOTAL RAINFALL (inches)	TOTAL RAIN (cf)	TOTAL RUNOFF (cf)	AMOUNT IN BASIN (cf)	AMOUNT (cf)	INFILTRATION (cf)
NE-1	7.51	28.81	785,607	81,730	81,730	0	785,607
			0			0	0
			0			0	0
			0			0	0
			0			0	0
			0			0	0
			0			0	0
TOTAL ACRES	7.51				TOTAL INFILTRATION VOLUME		785,607

STORMWATER QUALITY CONTROL – NORTHEAST AREA

Bioretention BMPs are utilized to meet post-construction stormwater quality requirements. WinSLAMM modeling demonstrates compliance with the required 80 percent TSS removal, as summarized in **Table 11**.

Table 11: Water Quality Summary-Northeast Area

Source	Area (ac)	Pounds of TSS Generated	Pounds of TSS Remaining	Percent Removal
NE-1	7.51	673.1	0.0	100.0%

POST-DEVELOPMENT CONDITIONS – REDEVELOPMENT AREA

Due to the proximity of this area to Geneva Lake and the receiving capacity of the lake, stormwater quantity control was not evaluated. The focus for this area is stormwater quality treatment.

Two drainage basins are present. One discharges to a proposed Contech StormFilter BMP, while the other drains southeast toward Geneva Lake without detention. Four storm sewer systems are designed to convey the 25-year storm event, each incorporating proprietary StormFilter treatment units with ZPG cartridges rated at 2 gpm/sf.

Maintenance procedures are provided in **Appendix 8**, and device details are included in **Appendix 10**.

Water Quality Structure 1 = 2 cartridges

Water Quality Structure 2 = 2 cartridges

Water Quality Structure 3 = 1 cartridges

Water Quality Structure 4 = 1 cartridges

The stormwater quality strategy achieves a composite TSS reduction exceeding 80 percent for offsite drainage areas and approximately 40 percent for the onsite redevelopment area, as summarized in **Table 12**.

Table 12: Water Quality Summary-Redevelopment Area

Source	Area (ac)	Pounds of TSS Generated	Pounds of TSS Remaining	Percent Removal
Redevelopment Area	15.88	11363	6703	41.01%

OVERFLOW ROUTES

Overflow routes have been provided to safely convey stormwater during extreme storm events without impacting occupied structures. Locations are shown in **Appendix 11** and include areas south of Constance Boulevard, east of the main lodge, and southeast of Road C.

Overflow routes are designed to safely convey the 1-, 2-, 10-, and 100-year storm events without overtopping. Supporting calculations are included in **Appendix 11**.

PROPOSED ROAD C WALL

A decorative privacy wall is proposed along Road C adjacent to the cabin development. The wall is located behind the 5-foot roadway terrace and serves both privacy and retaining functions.

To prevent unsafe ponding within the roadway and terrace, an opening has been incorporated at the base of the wall to allow stormwater to pass through safely. The wall and opening were analyzed using HydroCAD for the 1-, 2-, 10-, and 100-year storm events, with results provided in **Appendix 12**.

Key findings include:

- Drainage area: 2.07 acres
 - Wall opening: 10 feet wide by 8 inches high
 - Wall height: 3 feet
 - Maximum ponding depth during the 100-year storm: 2 inches
-

CONCLUSION

Based on the analyses presented herein, the proposed Preserve at Williams Bay development complies with the Village of Williams Bay, WDNR, and Walworth County requirements for stormwater quantity control, stormwater quality treatment, and infiltration. The proposed stormwater management system is designed to protect Geneva Lake while safely conveying and treating runoff generated by the development.

Appendix 1 MAPS



VICINITY MAP

SITE DEVELOPMENT PLAN
FOR
THE PRESERVE AT WILLIAMS BAY
WILLIAMS BAY, WI

SHEET INDEX

C001	TITLE SHEET & VICINITY MAP
C101 - C112	DEMOLITION PLANS
C113 - C120	SITE PLANS
C121 - C128	GRADING PLANS
C129 - C133	EROSION CONTROL PLANS
C201 - C216	ROAD & STORM SEWER PLAN & PROFILES
C220 - C228	WATER MAIN PLAN & PROFILES
C229 - C238	SANITARY SEWER PLAN & PROFILES
C501 - C506	CONSTRUCTION DETAILS

SITE DEVELOPMENT PLAN FOR
THE PRESERVE AT WILLIAMS BAY
WILLIAMS BAY, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

BENCHMARKS

FOUND IRON PIPE	EL. 1024.20	N: 210107.17	E: 2354904.18
FOUND IRON ROD	EL. 1043.18	N: 212707.81	E: 2354878.56
FOUND IRON PIPE	EL. 1015.07	N: 210072.17	E: 2356236.41
CHISELED CROSS	EL. 936.41	N: 209609.31	E: 2356492.86
FOUND IRON PIPE	EL. 880.37	N: 209380.62	E: 2356939.24

CONTACT INFORMATION

COMPANY NAME	ADDRESS	CONTACT	PHONE	EMAIL
LYNCH & ASSOCIATES	440 MILWAUKEE AVE. BURLINGTON, WI 53105	TIM LYNCH, P.E.	262.402.5034	tlynch@lynch-engineering.com
LYNCH & ASSOCIATES	440 MILWAUKEE AVE. BURLINGTON, WI 53105	DAVE VIVIAN, P.E.	262.402.5042	dvivian@lynch-engineering.com
LYNCH & ASSOCIATES	5482 S. WESTRIDGE DR. NEW BERLIN, WI 53151	RYAN KLOTH, P.E. CFM	262.402.5038	rkloth@lynch-engineering.com

REVISIONS

NO.	REVISION	DATE
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ISSUED FOR
REVIEW

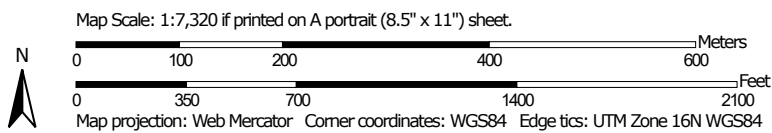
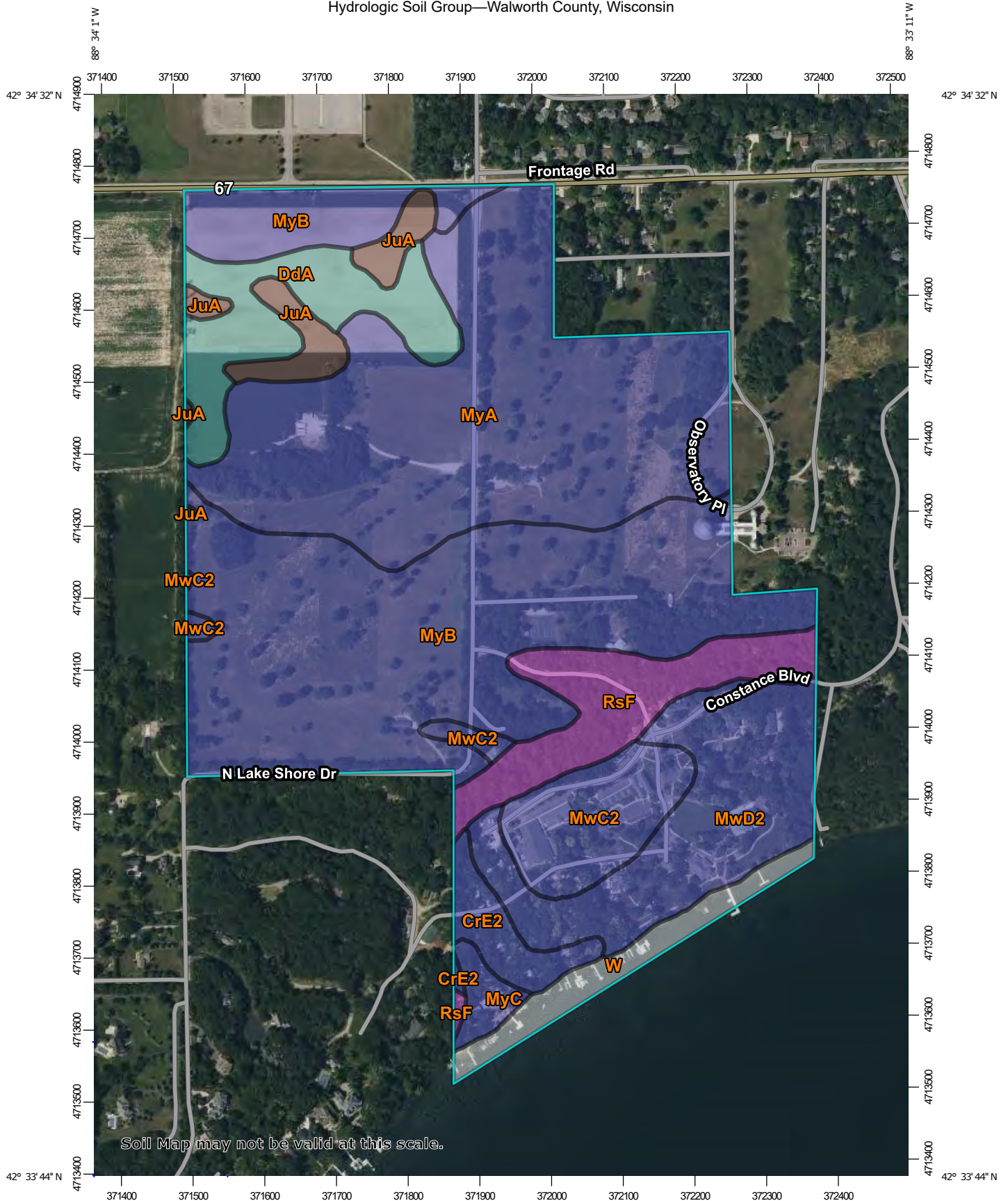
PLAN DATE 06.02.25

PROJECT NO.
24.0005

SHEET NO.

C001

Hydrologic Soil Group—Walworth County, Wisconsin



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/10/2024
Page 1 of 4
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MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils**Soil Rating Polygons**

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Lines

-  A
-  A/D
-  B
-  B/D
-  C
-  C/D
-  D
-  Not rated or not available

Soil Rating Points

-  A
-  A/D
-  B
-  B/D

-  C
-  C/D
-  D
-  Not rated or not available

Water Features
 Streams and Canals
Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Walworth County, Wisconsin
Survey Area Data: Version 21, Sep 3, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 30, 2022—Aug 18, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
CrE2	Casco-Rodman complex, 20 to 30 percent slopes, eroded	B	4.1	2.2%
DdA	Dodge silt loam, 0 to 2 percent slopes	C	11.6	6.4%
JuA	Juneau silt loam, 1 to 3 percent slopes	B/D	5.0	2.7%
MwC2	Miami loam, 6 to 12 percent slopes, eroded	B	10.2	5.6%
MwD2	Miami loam, 12 to 20 percent slopes, eroded	B	19.8	10.8%
MyA	Miami silt loam, 0 to 2 percent slopes	B	52.6	28.8%
MyB	Miami silt loam, 2 to 6 percent slopes	B	60.8	33.2%
MyC	Miami silt loam, 6 to 12 percent slopes	B	1.9	1.1%
RsF	Rodman-Casco complex, 30 to 45 percent slopes	A	11.6	6.3%
W	Water		5.2	2.9%
Totals for Area of Interest			182.8	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

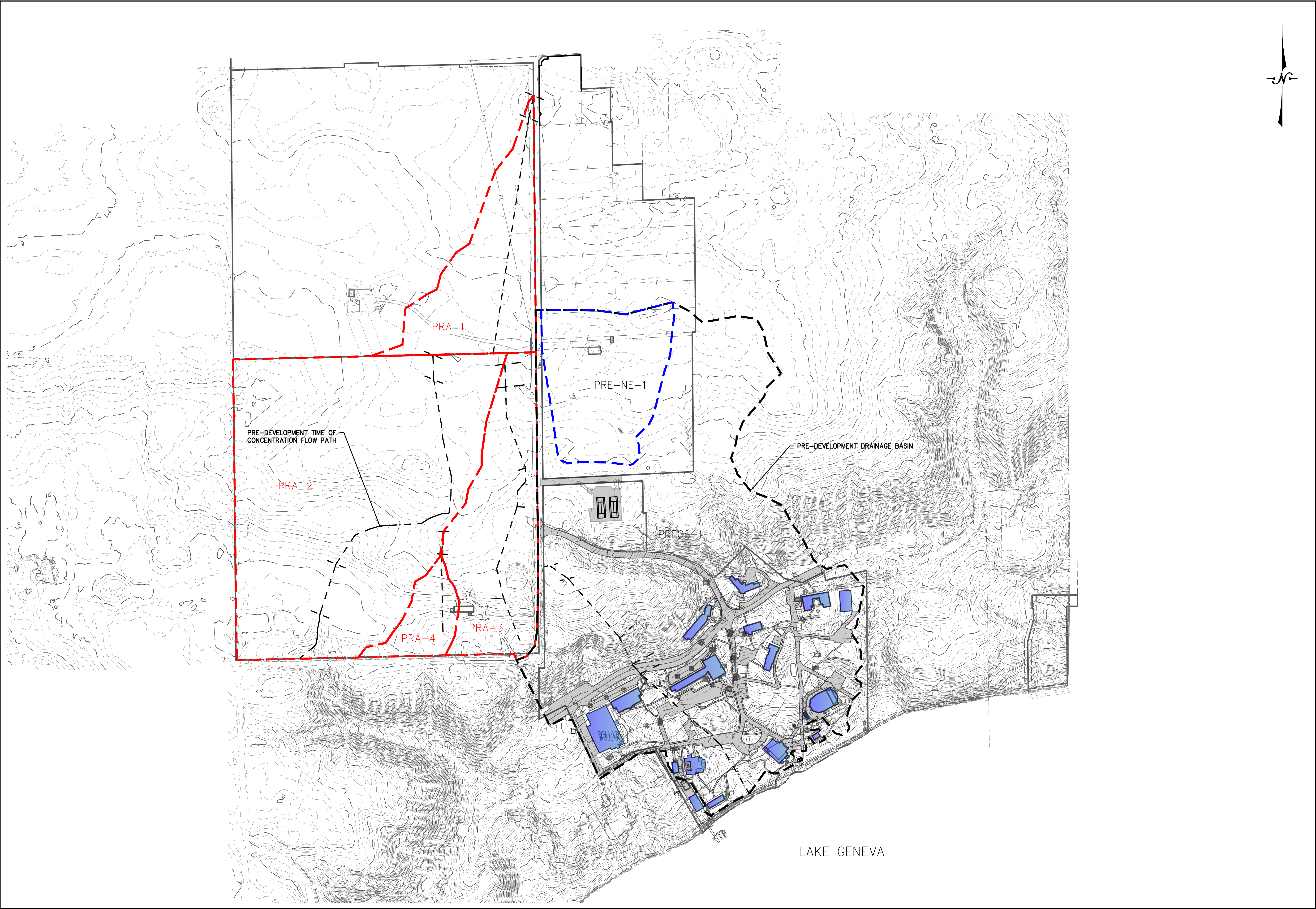
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

Appendix 2 PRE-DEVELOPMENT CONDITIONS





STORMWATER MANAGEMENT PLAN
THE PRESERVE AT WILLIAMS BAY
WILLIAMS BAY, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

PRE-DEVELOPMENT CONDITIONS OVERALL	NO.	BY	DATE

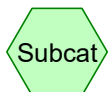
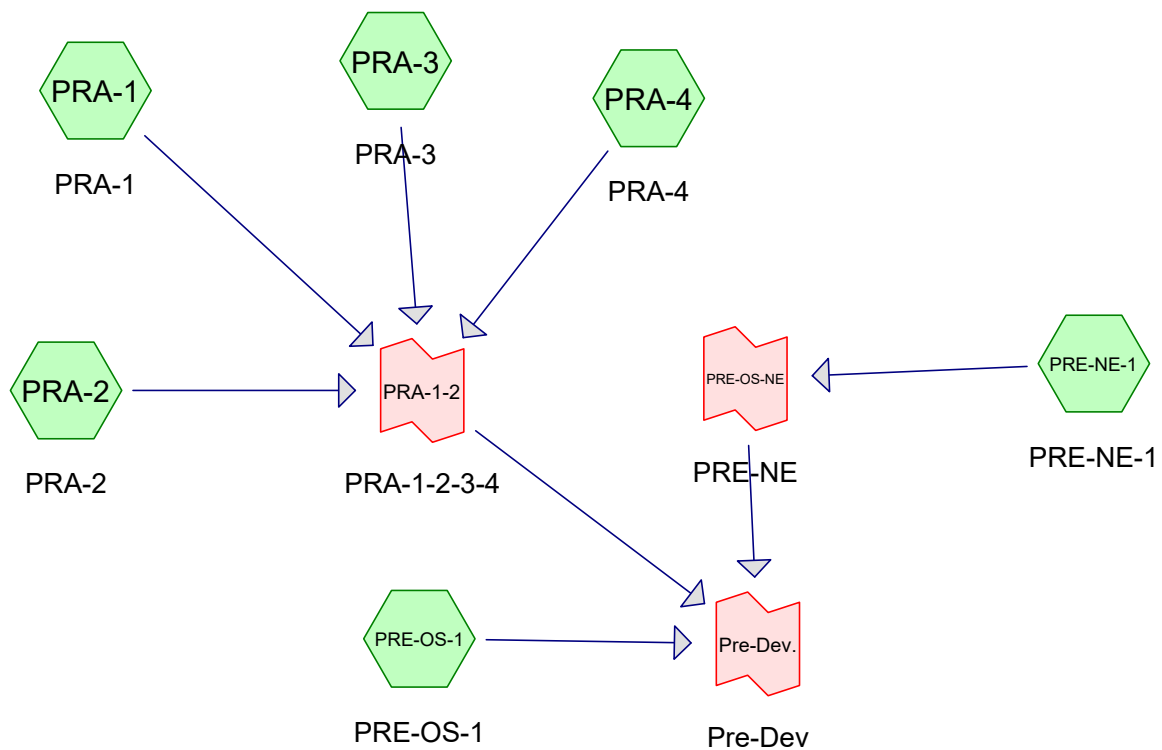
ISSUED FOR REVIEW

PLAN DATE	10.15.2025
DESIGNED BY	RWK

0 200'
SCALE

PROJECT NO.	24-0005
SHEET NO.	

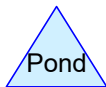
APPENDIX 2



Subcat



Reach



Pond



Link

Routing Diagram for 24.0005 PRE

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24.0005 PRE

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Page 2

Summary for Subcatchment PRA-1: PRA-1

Runoff = 1.63 cfs @ 12.67 hrs, Volume= 0.219 af, Depth> 0.34"

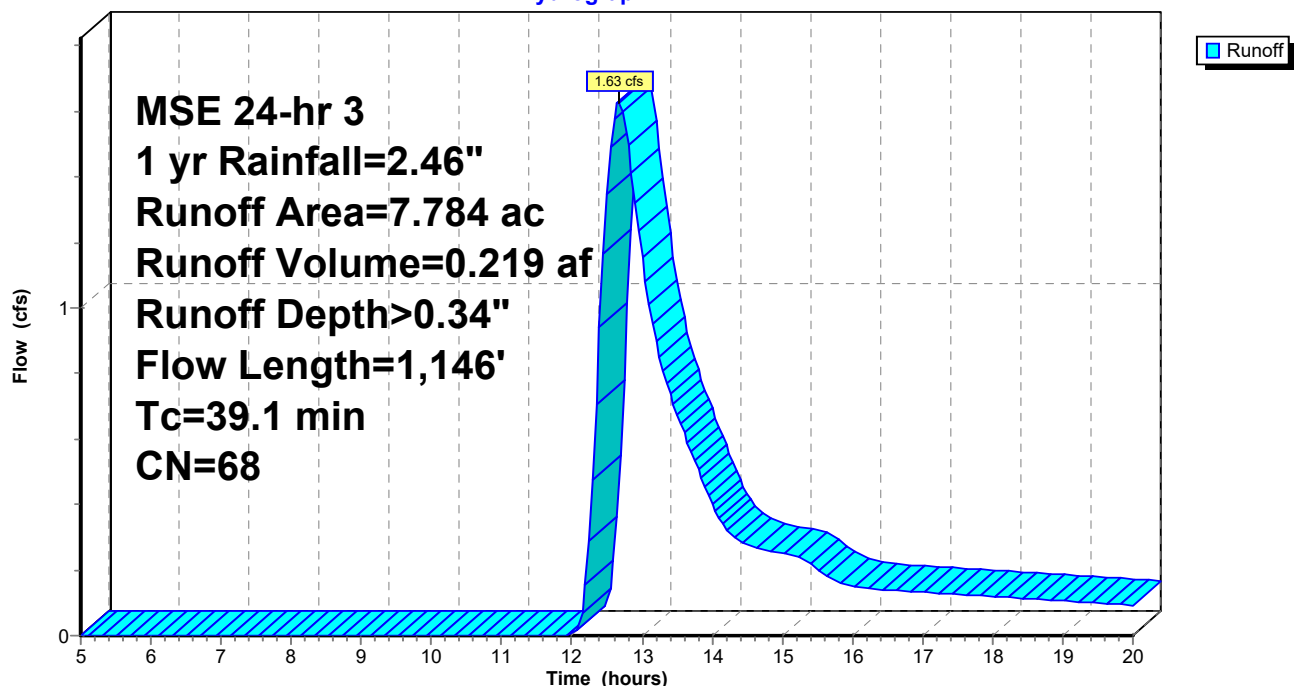
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
8.8	520	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.4	526	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.1	1,146				Total

Subcatchment PRA-1: PRA-1

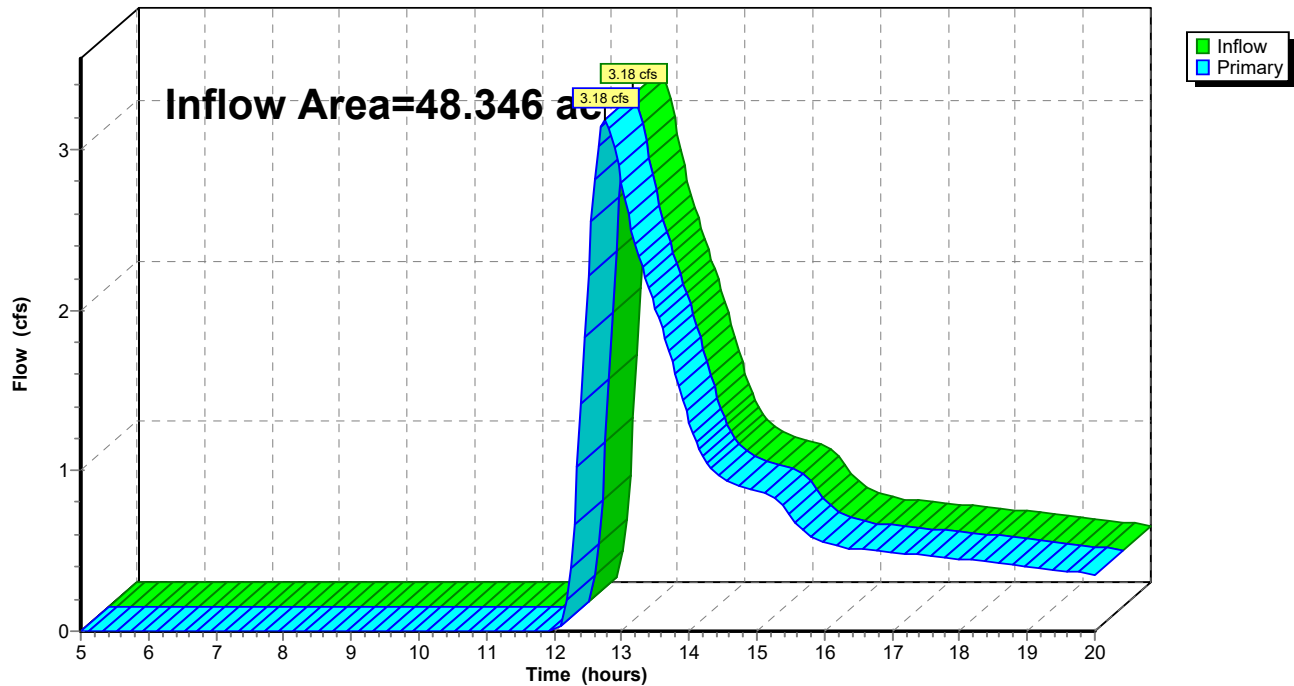
Hydrograph



Summary for Link PRA-1-2: PRA-1-2-3-4

Inflow Area = 48.346 ac, 1.28% Impervious, Inflow Depth > 0.15" for 1 yr event
Inflow = 3.18 cfs @ 12.76 hrs, Volume= 0.606 af
Primary = 3.18 cfs @ 12.76 hrs, Volume= 0.606 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRA-1-2: PRA-1-2-3-4**Hydrograph**

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment PRA-2: PRA-2

Runoff = 1.08 cfs @ 12.92 hrs, Volume= 0.259 af, Depth> 0.11"

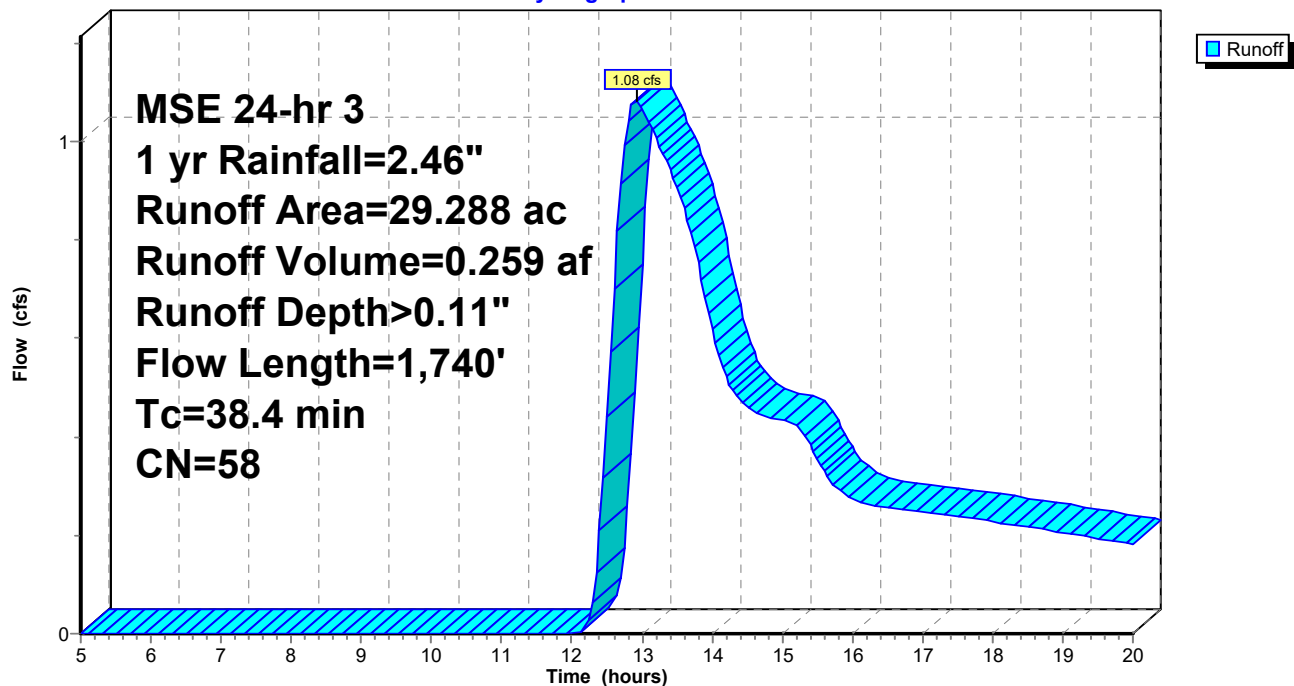
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
29.288	58	Meadow, non-grazed, HSG B
29.288		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.4	100	0.0068	0.12		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
19.4	1,184	0.0200	1.02	19.35	Channel Flow, Chan. Flow-Meadow Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.130 Sheet flow over Range
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.4	225	0.0259	1.57	12.58	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.100
38.4	1,740	Total			

Subcatchment PRA-2: PRA-2

Hydrograph



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment PRA-3: PRA-3

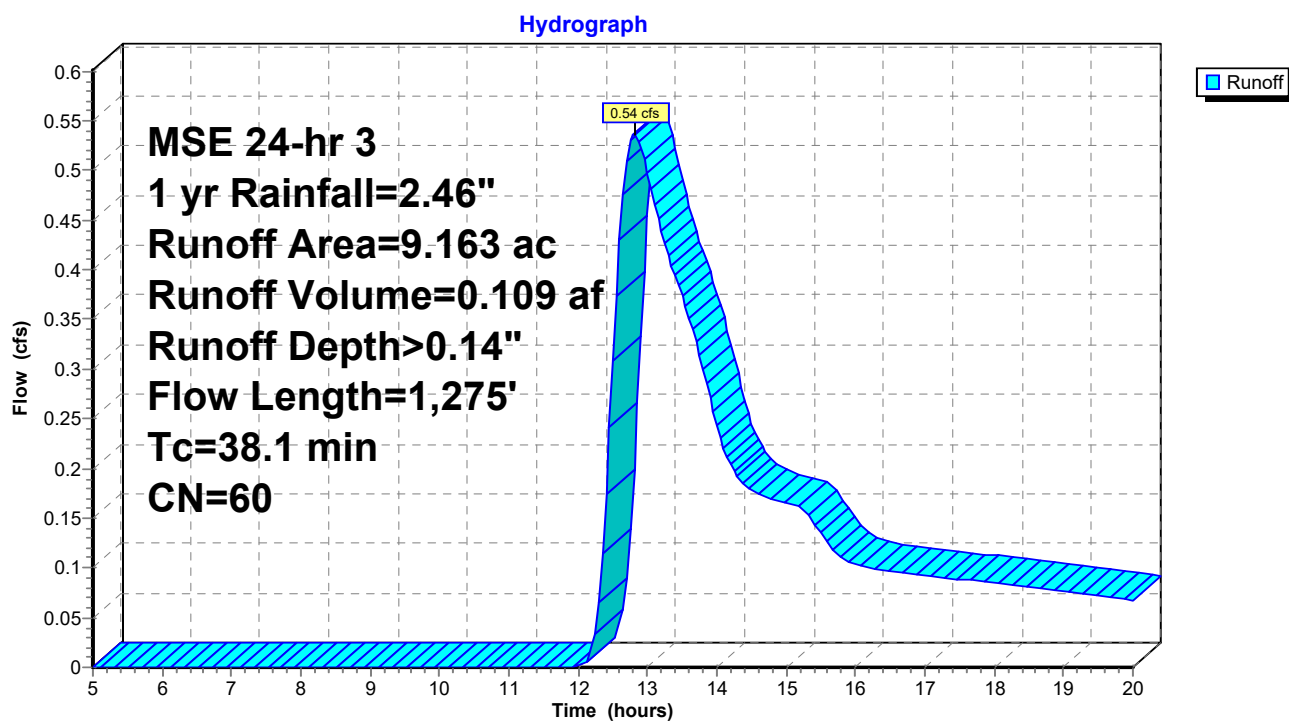
Runoff = 0.54 cfs @ 12.81 hrs, Volume= 0.109 af, Depth> 0.14"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
8.803	58	Meadow, non-grazed, HSG B
0.360	98	Paved parking, HSG B
9.163	60	Weighted Average
8.803		96.07% Pervious Area
0.360		3.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
25.7	100	0.0016	0.06		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
3.8	373	0.0104	1.64		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.7	182	0.0160	1.14	9.10	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 17.0' r= 0.47' n= 0.100
5.2	423	0.0070	1.35		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
0.7	197	0.0863	4.73		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
38.1	1,275	Total			

Subcatchment PRA-3: PRA-3



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment PRA-4: PRA-4

Runoff = 0.10 cfs @ 12.50 hrs, Volume= 0.019 af, Depth> 0.11"

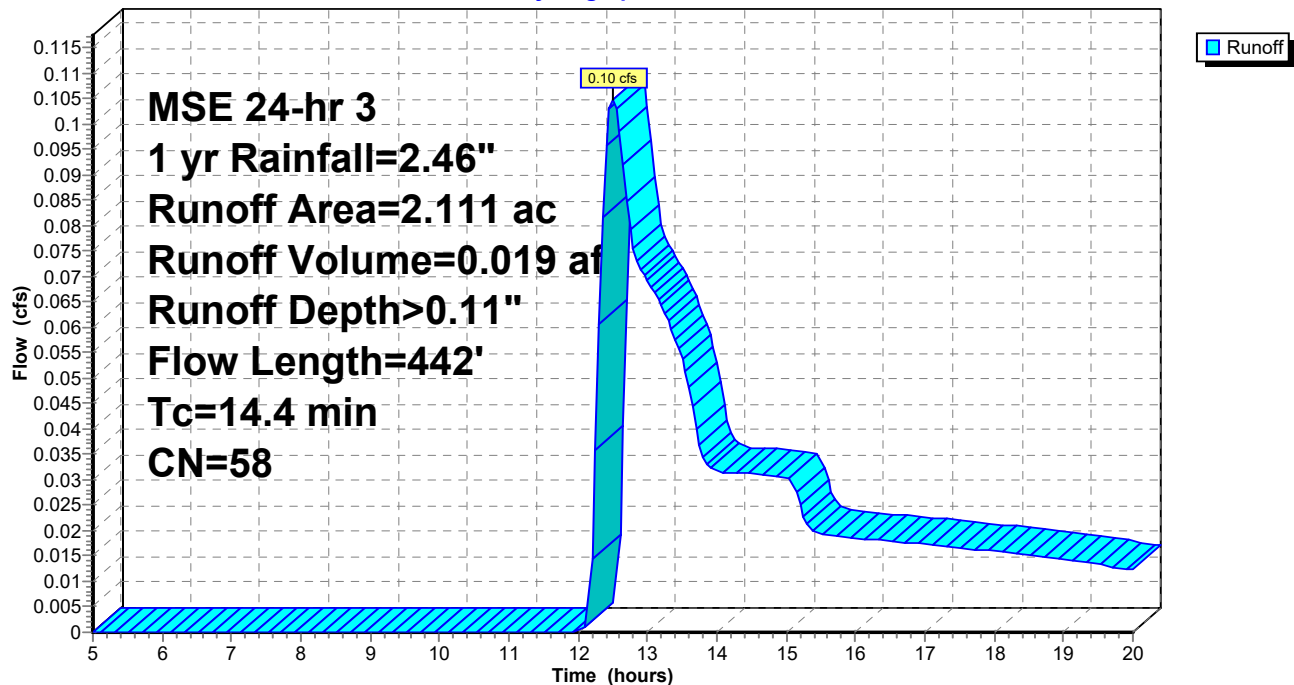
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
2.111	58	Meadow, non-grazed, HSG B
2.111		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
1.5	342	0.0531	3.71		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow
					Unpaved Kv= 16.1 fps
14.4	442	Total			

Subcatchment PRA-4: PRA-4

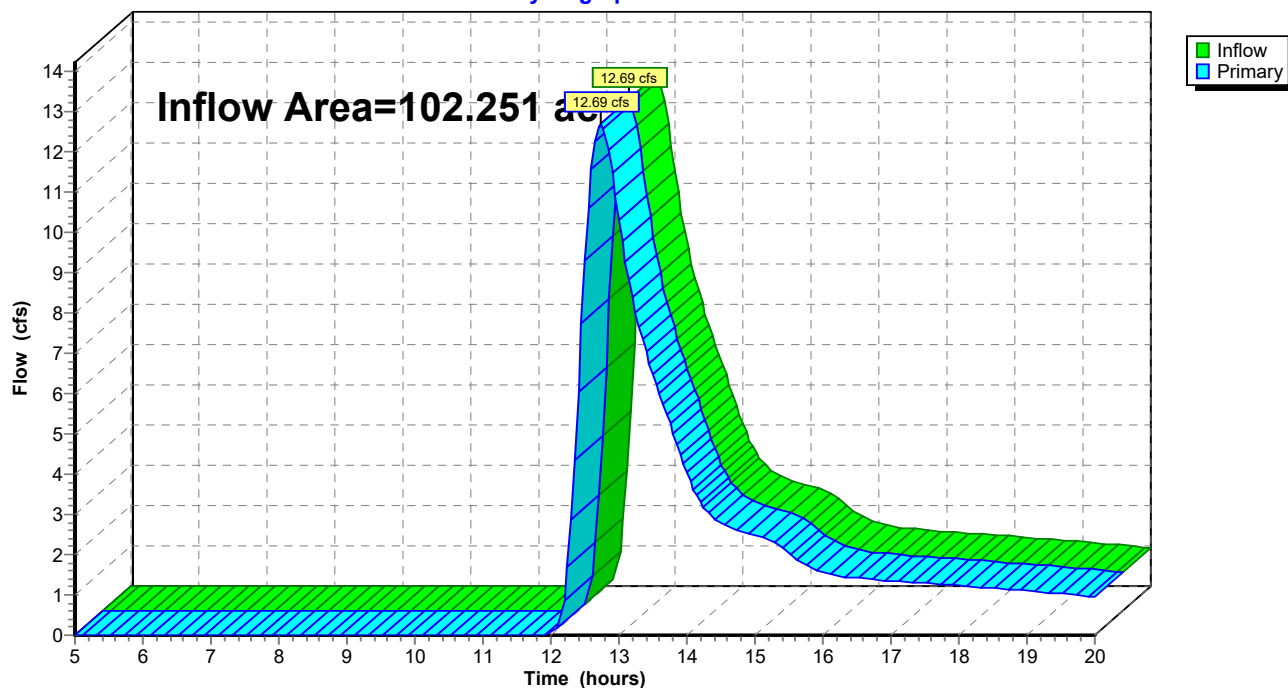
Hydrograph



Summary for Link Pre-Dev.: Pre-Dev

Inflow Area = 102.251 ac, 9.00% Impervious, Inflow Depth > 0.23" for 1 yr event
Inflow = 12.69 cfs @ 12.74 hrs, Volume= 1.973 af
Primary = 12.69 cfs @ 12.74 hrs, Volume= 1.973 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link Pre-Dev.: Pre-Dev**Hydrograph**

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MSE 24-hr 3 1 yr Rainfall=2.46"

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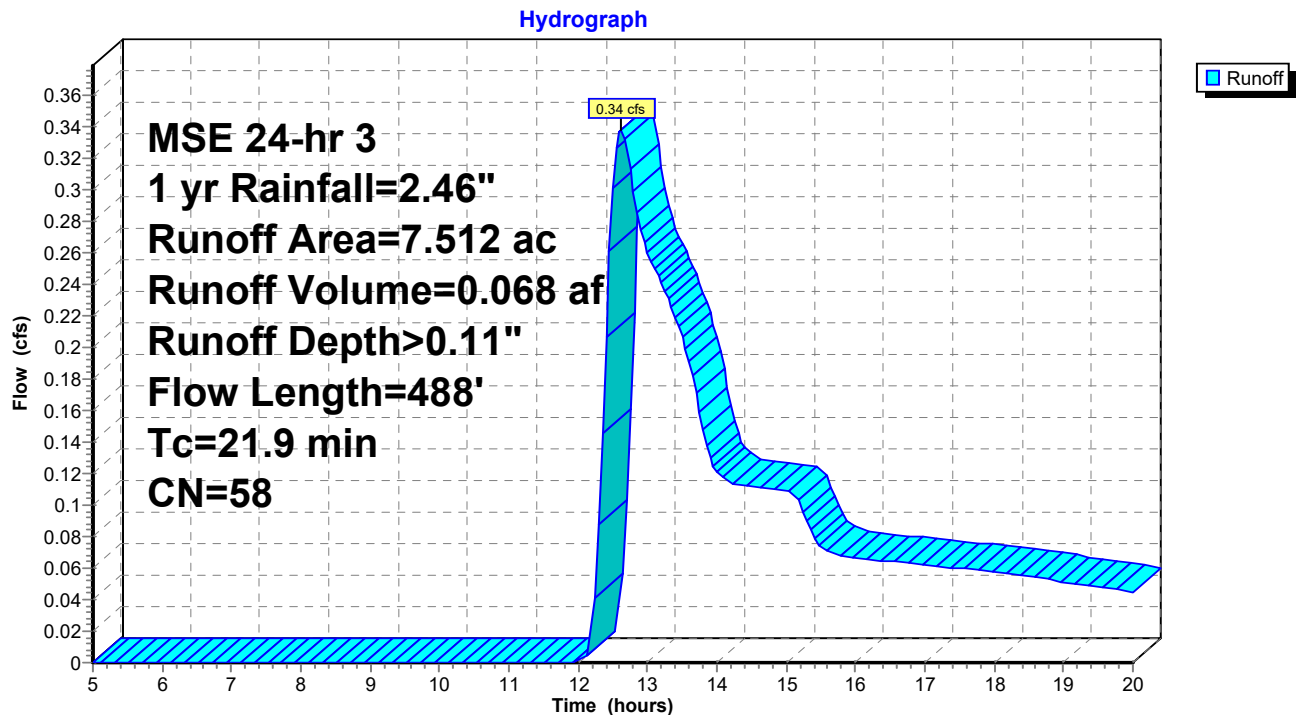
Summary for Subcatchment PRE-NE-1: PRE-NE-1

Runoff = 0.34 cfs @ 12.62 hrs, Volume= 0.068 af, Depth> 0.11"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
7.434	58	Meadow, non-grazed, HSG B
0.078	98	Roofs, HSG B
7.512	58	Weighted Average
7.434		98.96% Pervious Area
0.078		1.04% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment PRE-NE-1: PRE-NE-1

24.0005 PRE

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment PRE-OS-1: PRE-OS-1

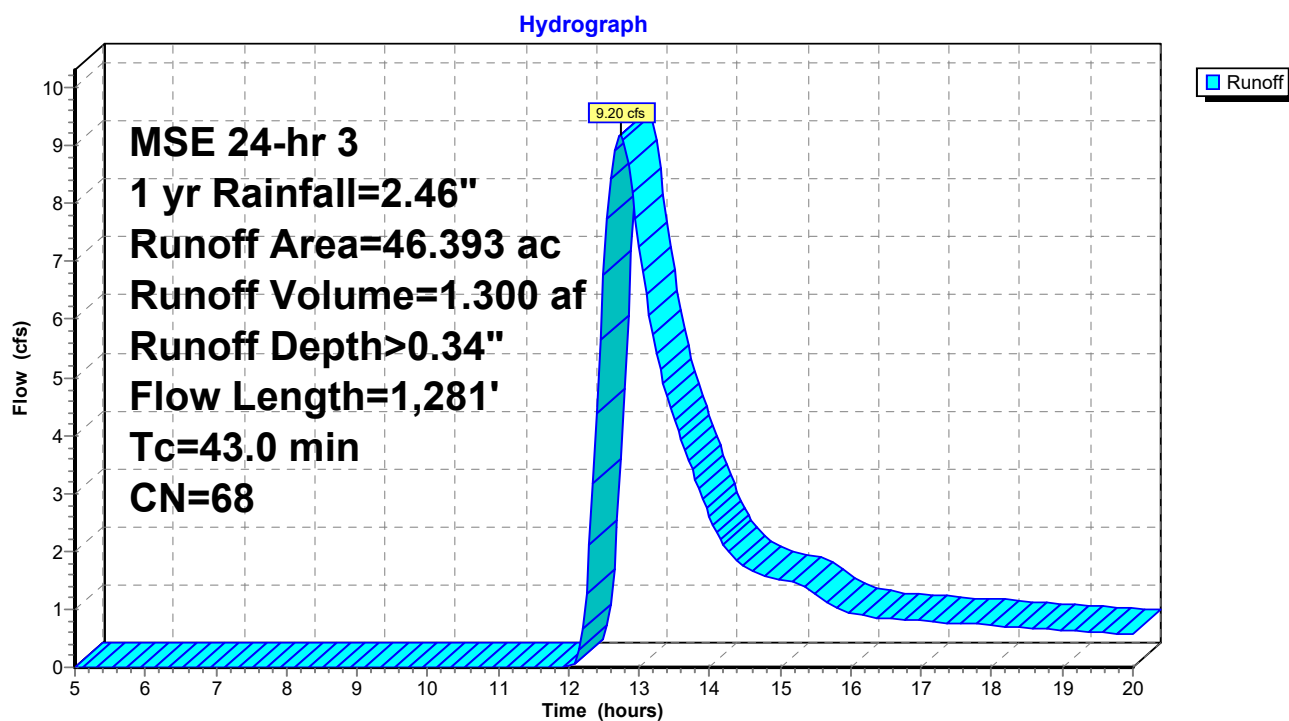
Runoff = 9.20 cfs @ 12.73 hrs, Volume= 1.300 af, Depth> 0.34"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
15.642	58	Meadow, non-grazed, HSG B
6.358	98	Paved parking, HSG B
2.144	98	Roofs, HSG B
11.879	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
* 1.377	85	Paths, HSG B
46.393	68	Weighted Average
37.891		81.67% Pervious Area
8.502		18.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
10.3	411	0.0091	0.67		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.3	507	0.0138	0.82		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.2	263	0.0334	0.43	5.77	Channel Flow, Channel Flow-Woods Area= 13.5 sf Perim= 27.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
43.0	1,281	Total			

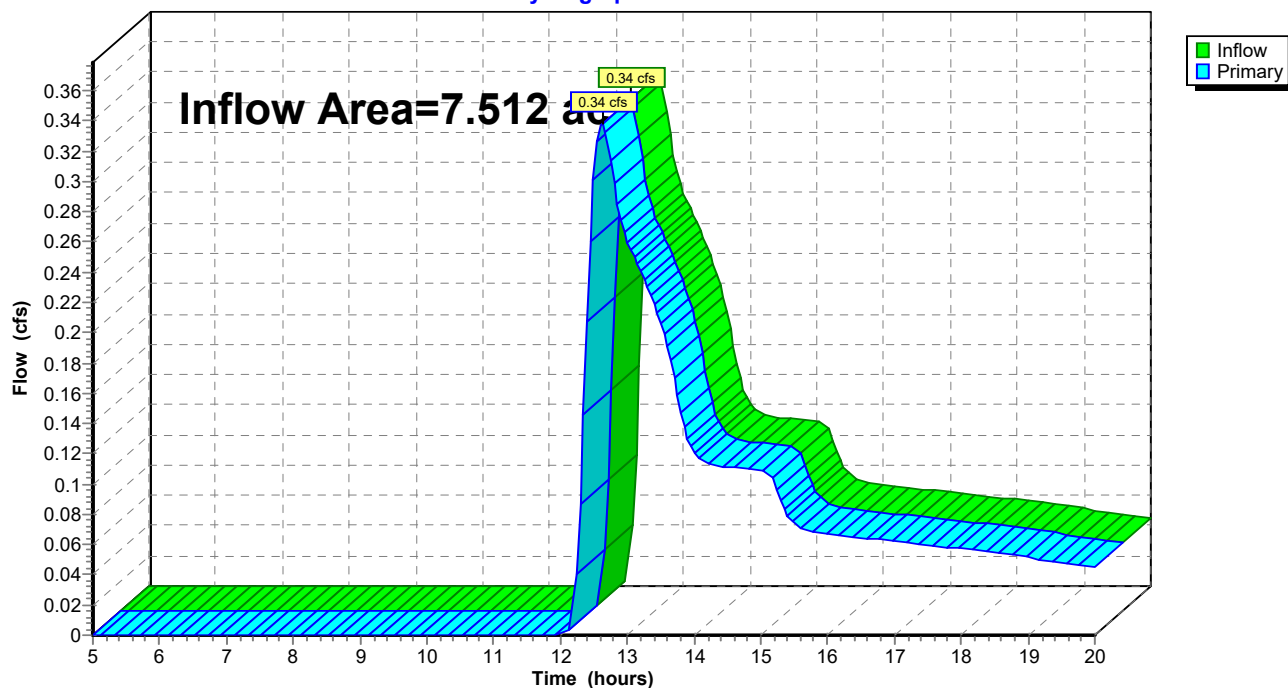
Subcatchment PRE-OS-1: PRE-OS-1



Summary for Link PRE-OS-NE: PRE-NE

Inflow Area = 7.512 ac, 1.04% Impervious, Inflow Depth > 0.11" for 1 yr event
Inflow = 0.34 cfs @ 12.62 hrs, Volume= 0.068 af
Primary = 0.34 cfs @ 12.62 hrs, Volume= 0.068 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRE-OS-NE: PRE-NE**Hydrograph**

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment PRA-1: PRA-1

Runoff = 2.53 cfs @ 12.64 hrs, Volume= 0.313 af, Depth> 0.48"

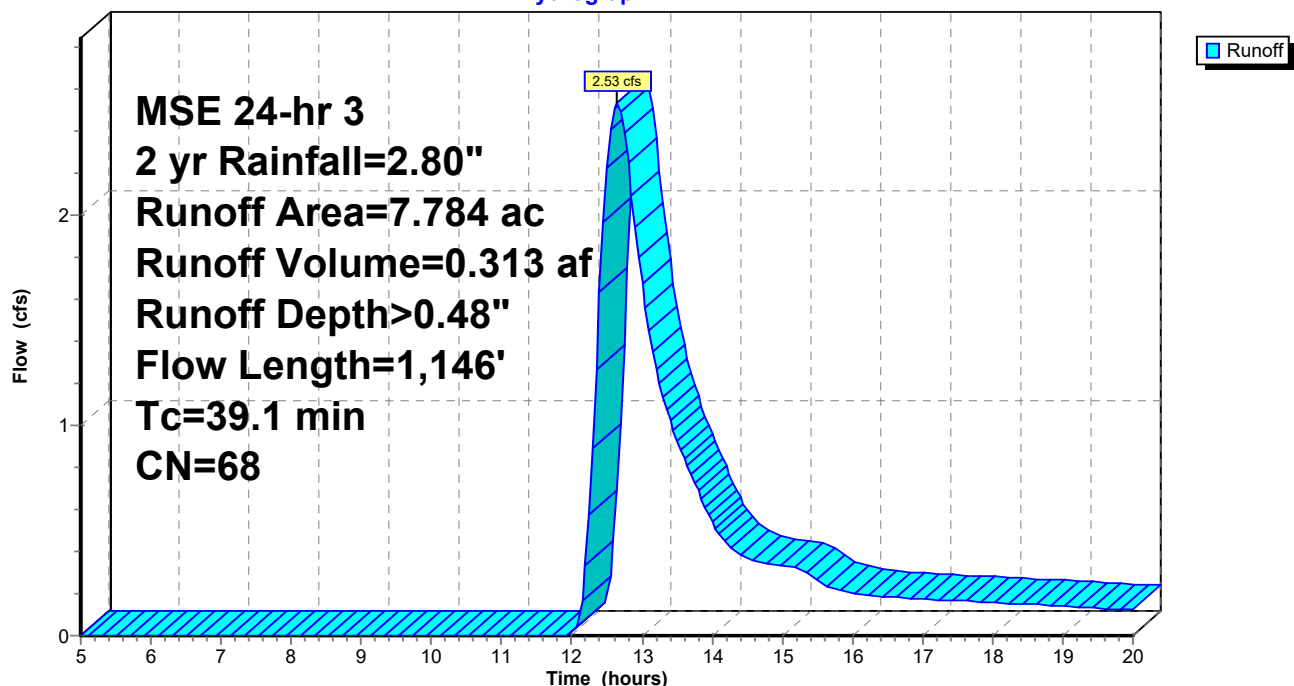
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
8.8	520	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.4	526	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.1	1,146	Total			

Subcatchment PRA-1: PRA-1

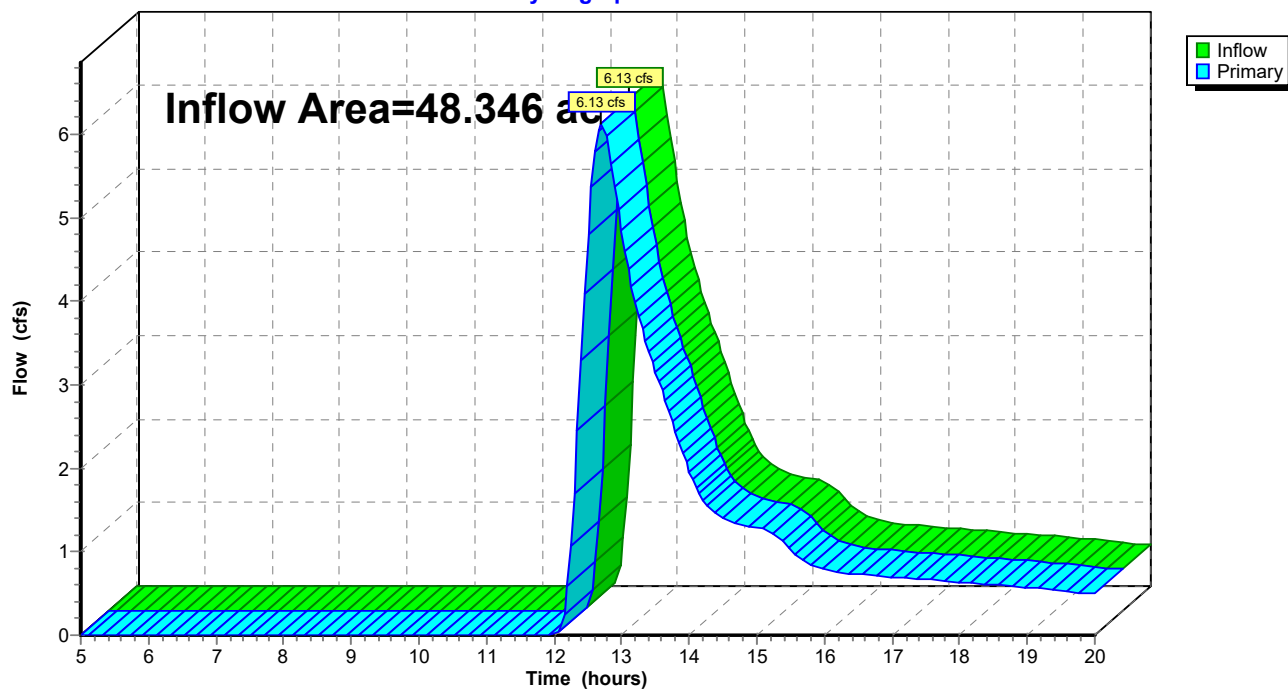
Hydrograph



Summary for Link PRA-1-2: PRA-1-2-3-4

Inflow Area = 48.346 ac, 1.28% Impervious, Inflow Depth > 0.24" for 2 yr event
Inflow = 6.13 cfs @ 12.71 hrs, Volume= 0.983 af
Primary = 6.13 cfs @ 12.71 hrs, Volume= 0.983 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRA-1-2: PRA-1-2-3-4**Hydrograph**

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment PRA-2: PRA-2

Runoff = 2.45 cfs @ 12.77 hrs, Volume= 0.456 af, Depth> 0.19"

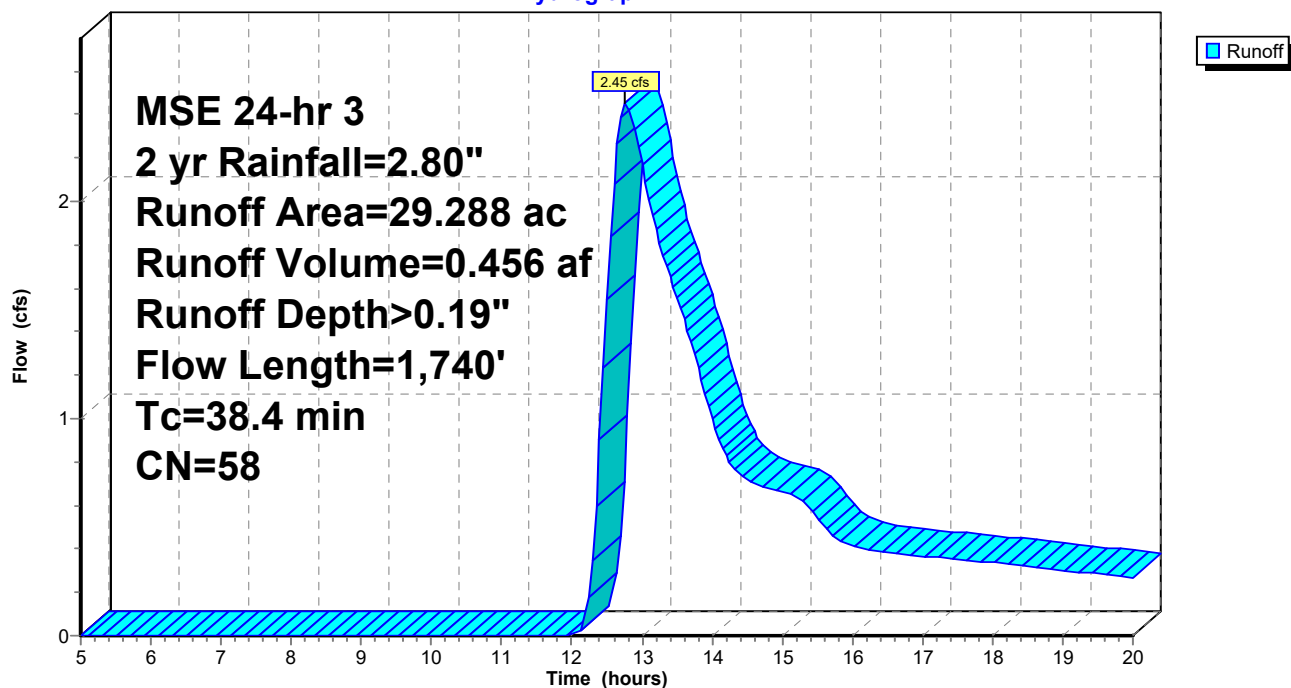
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
29.288	58	Meadow, non-grazed, HSG B
29.288		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.4	100	0.0068	0.12		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
19.4	1,184	0.0200	1.02	19.35	Channel Flow, Chan. Flow-Meadow Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.130 Sheet flow over Range
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.4	225	0.0259	1.57	12.58	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.100
38.4	1,740	Total			

Subcatchment PRA-2: PRA-2

Hydrograph



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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment PRA-3: PRA-3

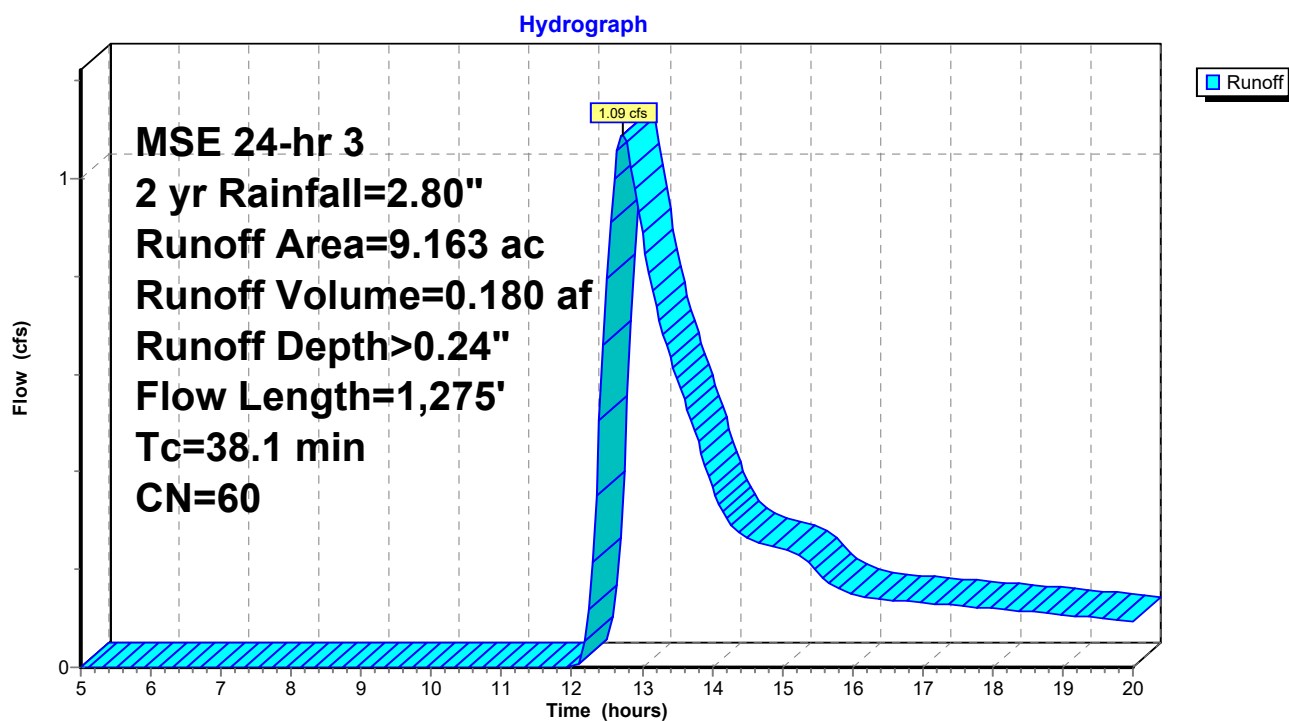
Runoff = 1.09 cfs @ 12.73 hrs, Volume= 0.180 af, Depth> 0.24"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
8.803	58	Meadow, non-grazed, HSG B
0.360	98	Paved parking, HSG B
9.163	60	Weighted Average
8.803		96.07% Pervious Area
0.360		3.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
25.7	100	0.0016	0.06		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
3.8	373	0.0104	1.64		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.7	182	0.0160	1.14	9.10	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 17.0' r= 0.47' n= 0.100
5.2	423	0.0070	1.35		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
0.7	197	0.0863	4.73		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
38.1	1,275	Total			

Subcatchment PRA-3: PRA-3



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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment PRA-4: PRA-4

Runoff = 0.25 cfs @ 12.37 hrs, Volume= 0.033 af, Depth> 0.19"

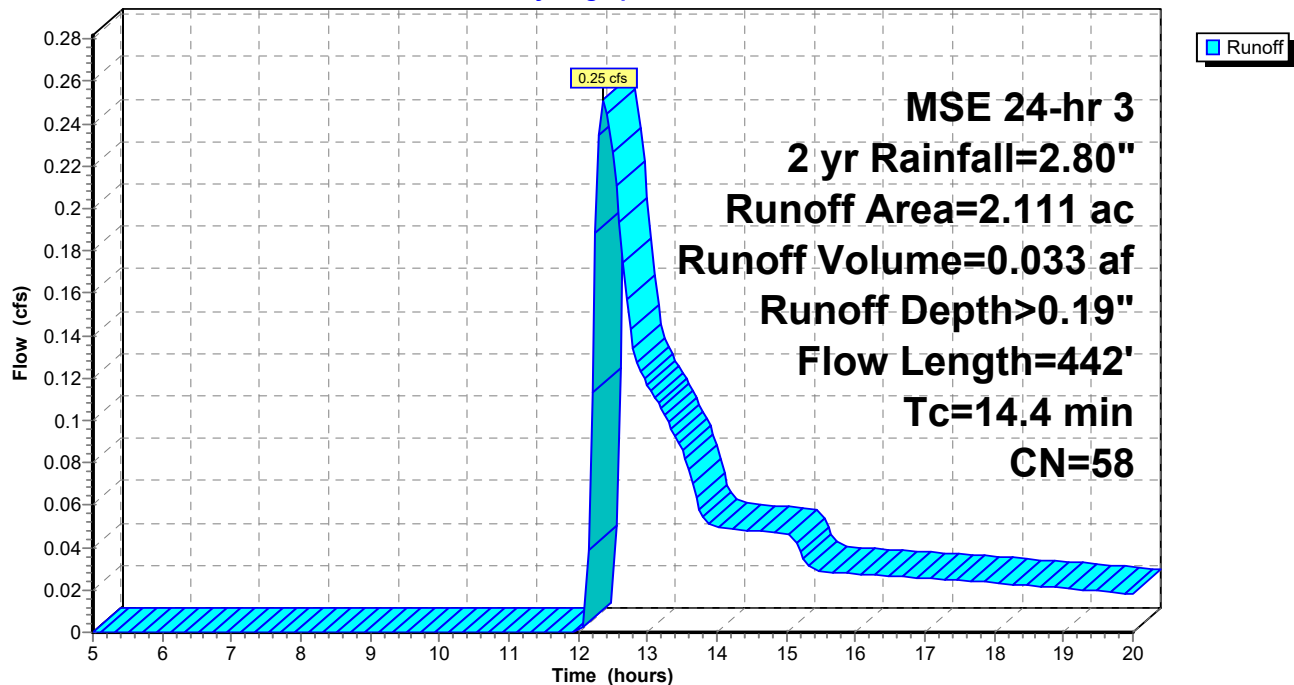
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
2.111	58	Meadow, non-grazed, HSG B
2.111		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
1.5	342	0.0531	3.71		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow
					Unpaved Kv= 16.1 fps
14.4	442	Total			

Subcatchment PRA-4: PRA-4

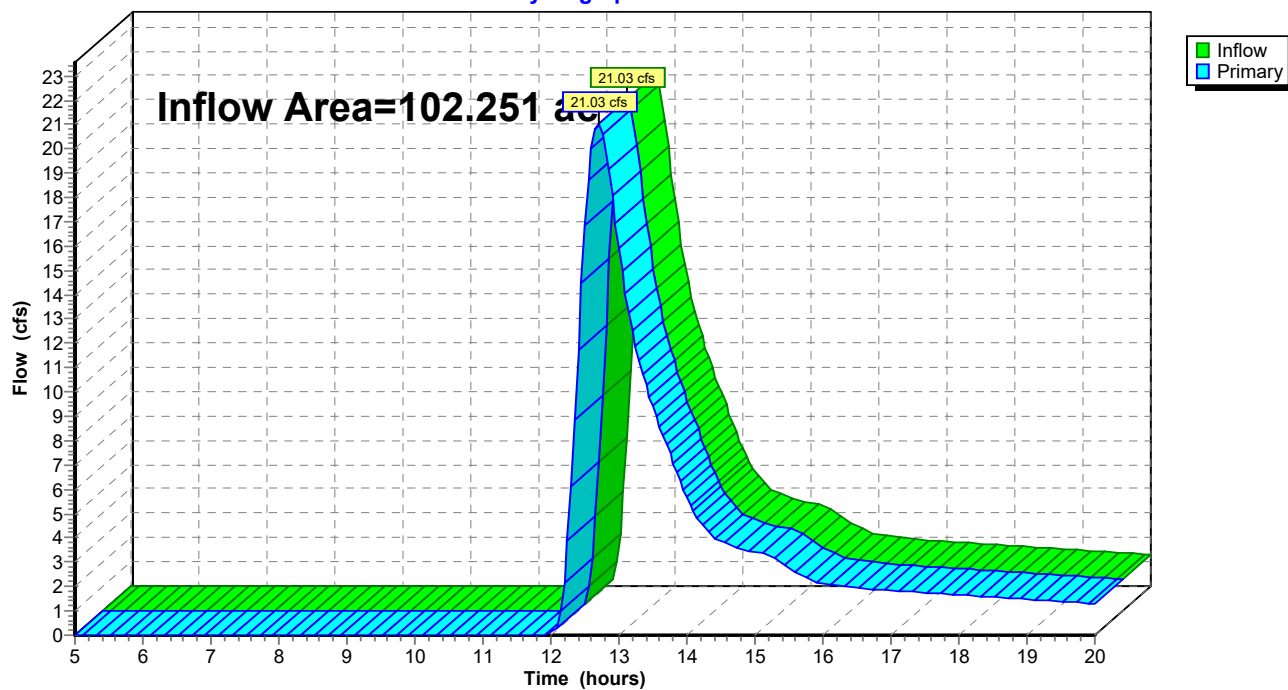
Hydrograph



Summary for Link Pre-Dev.: Pre-Dev

Inflow Area = 102.251 ac, 9.00% Impervious, Inflow Depth > 0.35" for 2 yr event
Inflow = 21.03 cfs @ 12.70 hrs, Volume= 2.964 af
Primary = 21.03 cfs @ 12.70 hrs, Volume= 2.964 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link Pre-Dev.: Pre-Dev**Hydrograph**

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MSE 24-hr 3 2 yr Rainfall=2.80"

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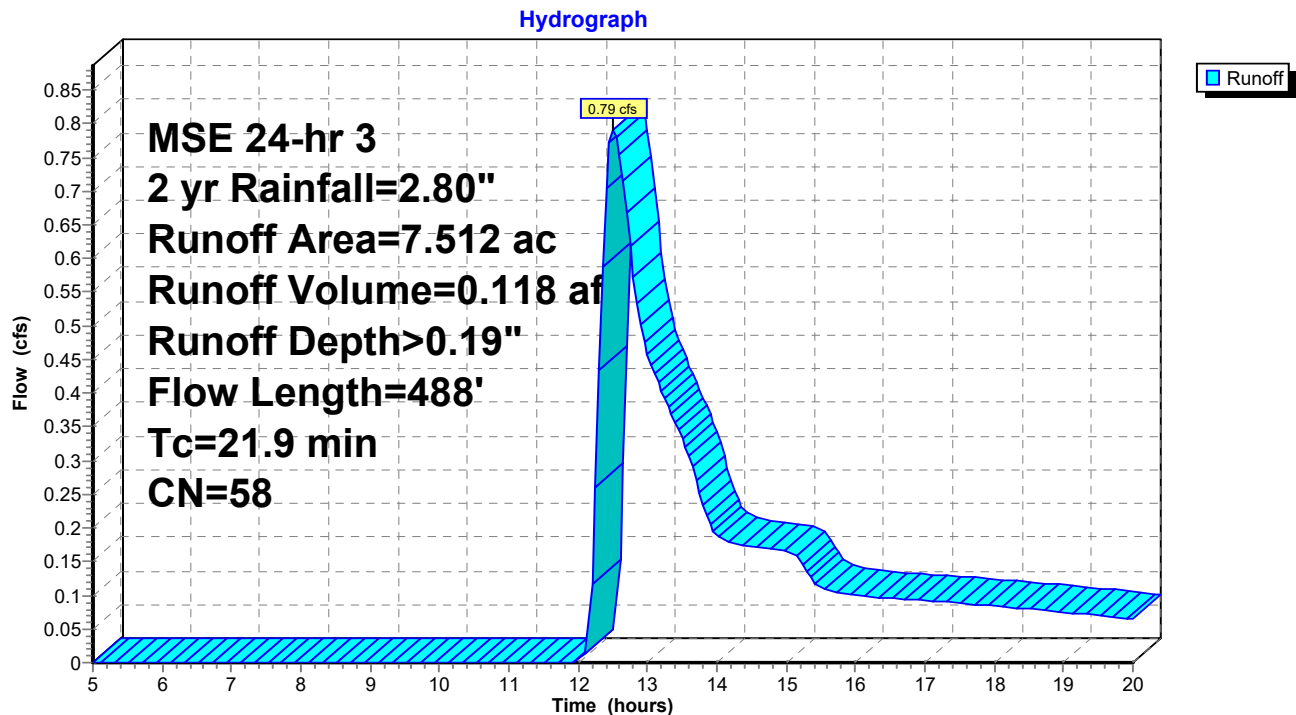
Summary for Subcatchment PRE-NE-1: PRE-NE-1

Runoff = 0.79 cfs @ 12.51 hrs, Volume= 0.118 af, Depth> 0.19"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
7.434	58	Meadow, non-grazed, HSG B
0.078	98	Roofs, HSG B
7.512	58	Weighted Average
7.434		98.96% Pervious Area
0.078		1.04% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment PRE-NE-1: PRE-NE-1

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment PRE-OS-1: PRE-OS-1

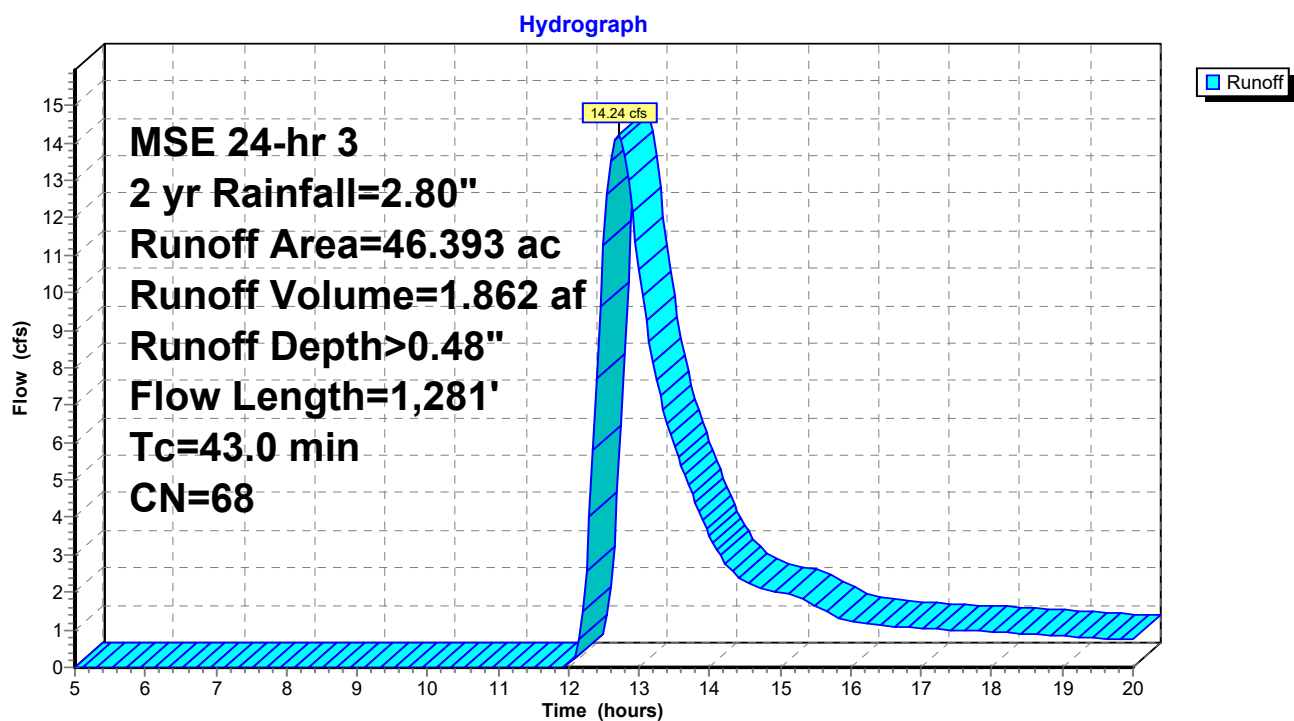
Runoff = 14.24 cfs @ 12.70 hrs, Volume= 1.862 af, Depth> 0.48"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
15.642	58	Meadow, non-grazed, HSG B
6.358	98	Paved parking, HSG B
2.144	98	Roofs, HSG B
11.879	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
* 1.377	85	Paths, HSG B
46.393	68	Weighted Average
37.891		81.67% Pervious Area
8.502		18.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
10.3	411	0.0091	0.67		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.3	507	0.0138	0.82		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.2	263	0.0334	0.43	5.77	Channel Flow, Channel Flow-Woods Area= 13.5 sf Perim= 27.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
43.0	1,281	Total			

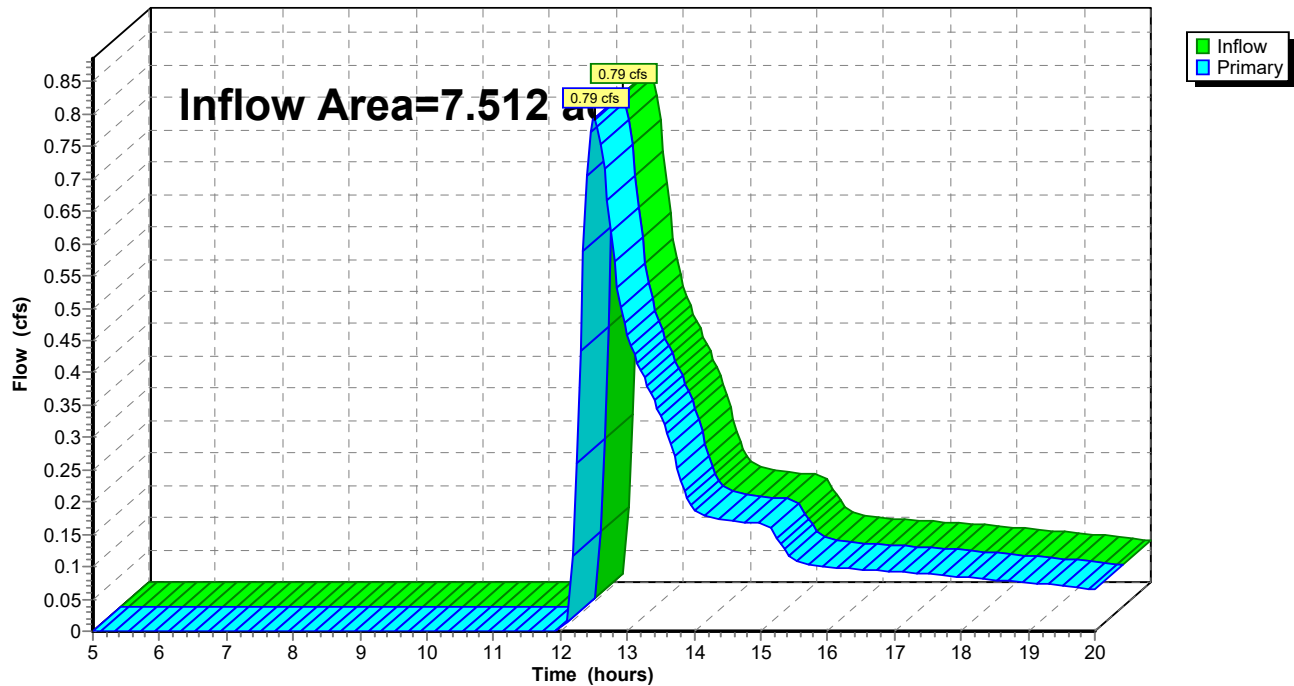
Subcatchment PRE-OS-1: PRE-OS-1



Summary for Link PRE-OS-NE: PRE-NE

Inflow Area = 7.512 ac, 1.04% Impervious, Inflow Depth > 0.19" for 2 yr event
Inflow = 0.79 cfs @ 12.51 hrs, Volume= 0.118 af
Primary = 0.79 cfs @ 12.51 hrs, Volume= 0.118 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRE-OS-NE: PRE-NE**Hydrograph**

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment PRA-1: PRA-1

Runoff = 6.54 cfs @ 12.59 hrs, Volume= 0.717 af, Depth> 1.11"

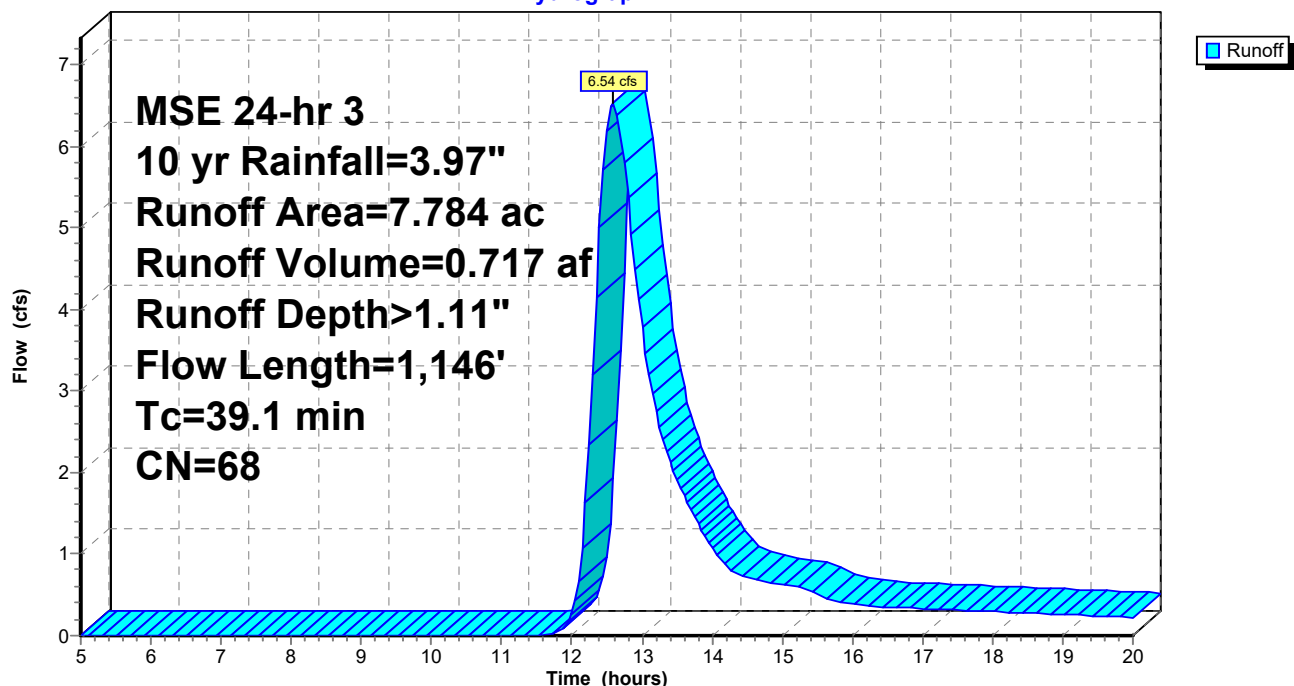
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
8.8	520	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.4	526	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.1	1,146	Total			

Subcatchment PRA-1: PRA-1

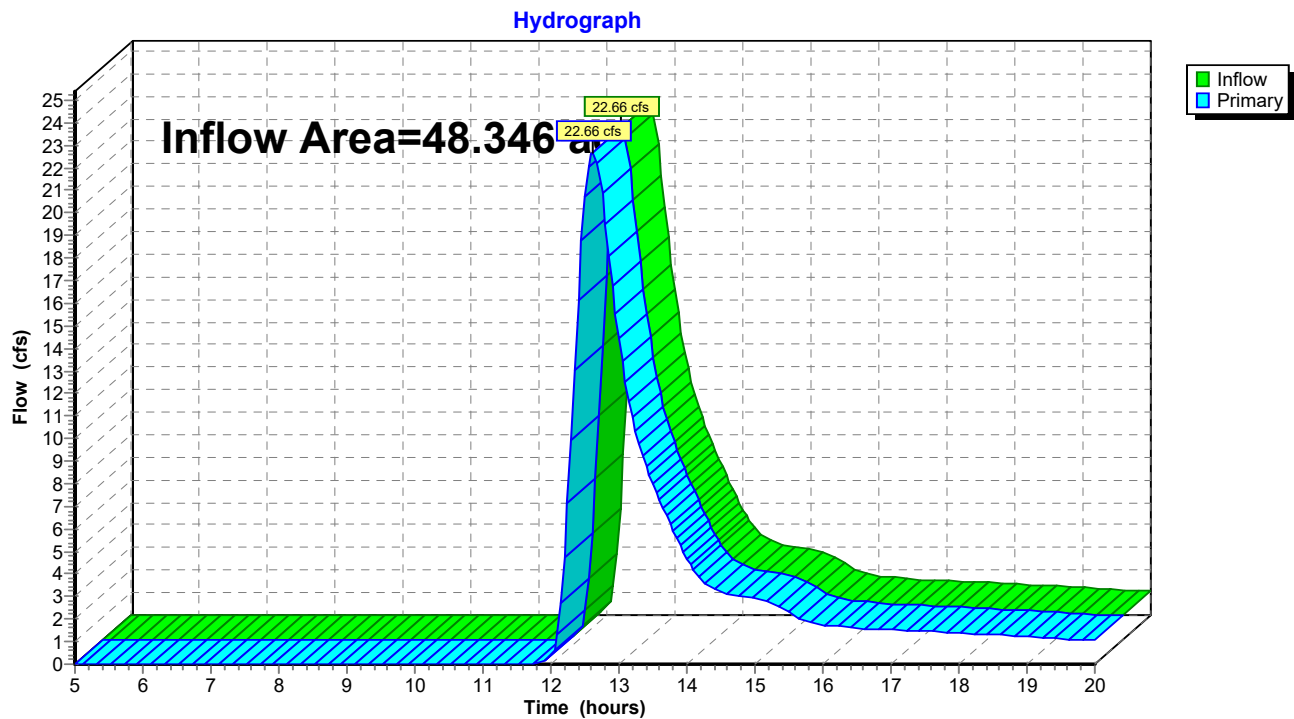
Hydrograph



Summary for Link PRA-1-2: PRA-1-2-3-4

Inflow Area = 48.346 ac, 1.28% Impervious, Inflow Depth > 0.69" for 10 yr event
Inflow = 22.66 cfs @ 12.62 hrs, Volume= 2.797 af
Primary = 22.66 cfs @ 12.62 hrs, Volume= 2.797 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRA-1-2: PRA-1-2-3-4

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment PRA-2: PRA-2

Runoff = 11.29 cfs @ 12.64 hrs, Volume= 1.451 af, Depth> 0.59"

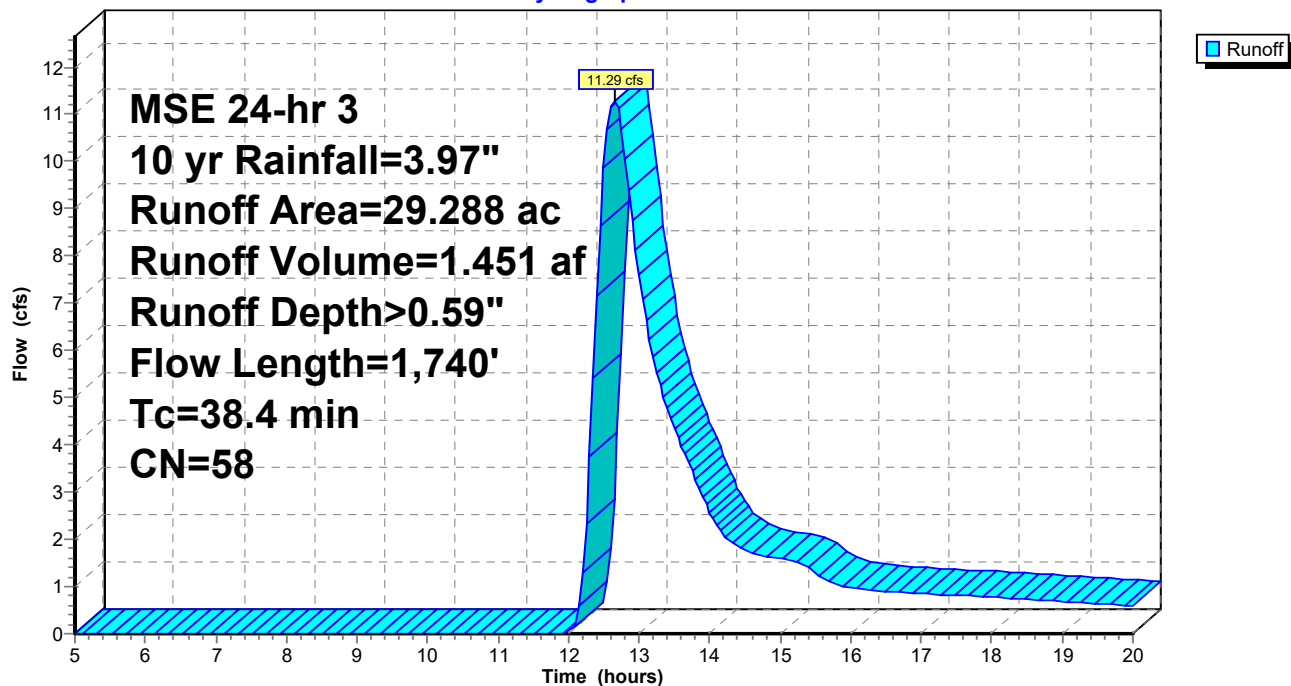
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
29.288	58	Meadow, non-grazed, HSG B
29.288		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.4	100	0.0068	0.12		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
19.4	1,184	0.0200	1.02	19.35	Channel Flow, Chan. Flow-Meadow Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.130 Sheet flow over Range
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.4	225	0.0259	1.57	12.58	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.100
38.4	1,740	Total			

Subcatchment PRA-2: PRA-2

Hydrograph



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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment PRA-3: PRA-3

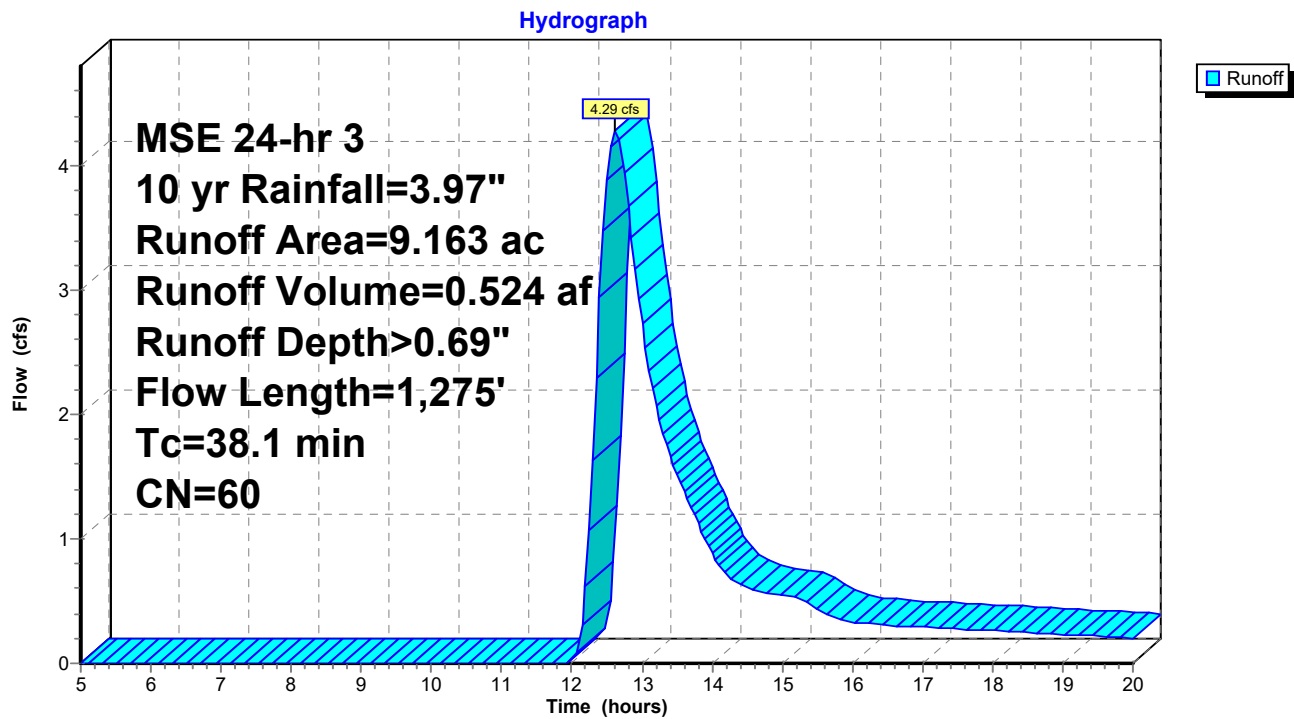
Runoff = 4.29 cfs @ 12.62 hrs, Volume= 0.524 af, Depth> 0.69"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
8.803	58	Meadow, non-grazed, HSG B
0.360	98	Paved parking, HSG B
9.163	60	Weighted Average
8.803		96.07% Pervious Area
0.360		3.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
25.7	100	0.0016	0.06		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
3.8	373	0.0104	1.64		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.7	182	0.0160	1.14	9.10	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 17.0' r= 0.47' n= 0.100
5.2	423	0.0070	1.35		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
0.7	197	0.0863	4.73		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
38.1	1,275	Total			

Subcatchment PRA-3: PRA-3



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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment PRA-4: PRA-4

Runoff = 1.40 cfs @ 12.27 hrs, Volume= 0.106 af, Depth> 0.60"

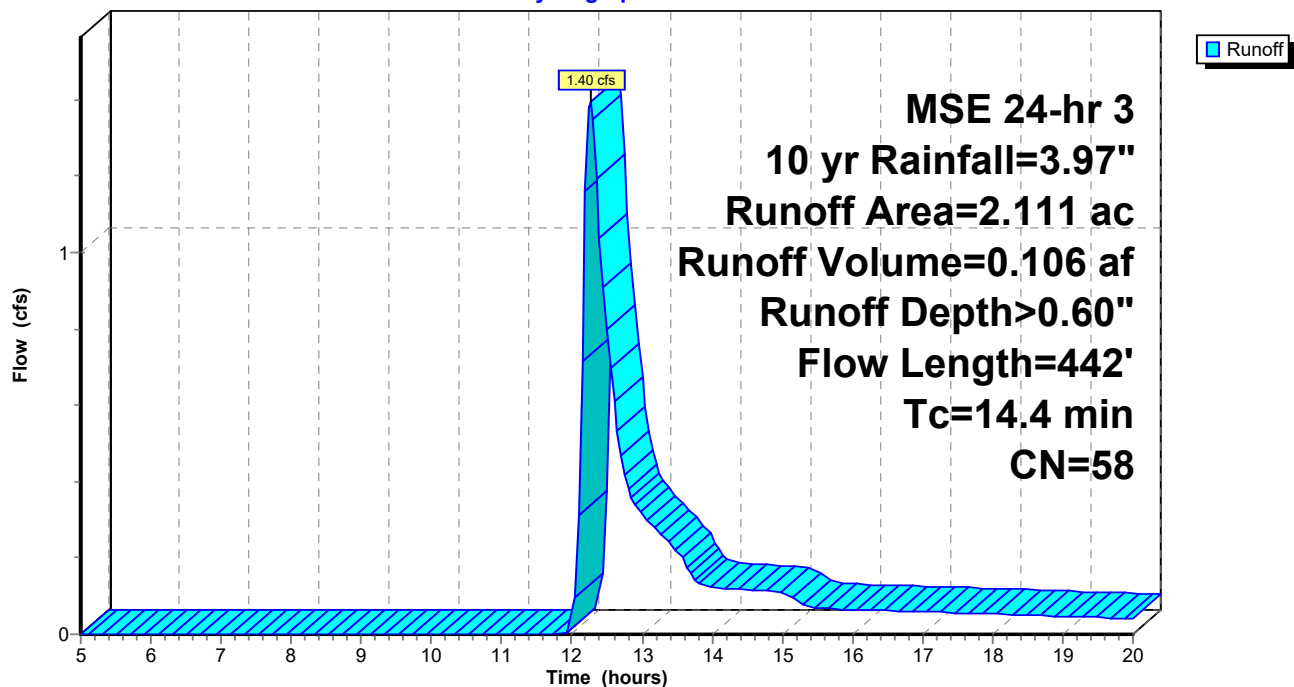
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
2.111	58	Meadow, non-grazed, HSG B
2.111		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
1.5	342	0.0531	3.71		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow
					Unpaved Kv= 16.1 fps
14.4	442	Total			

Subcatchment PRA-4: PRA-4

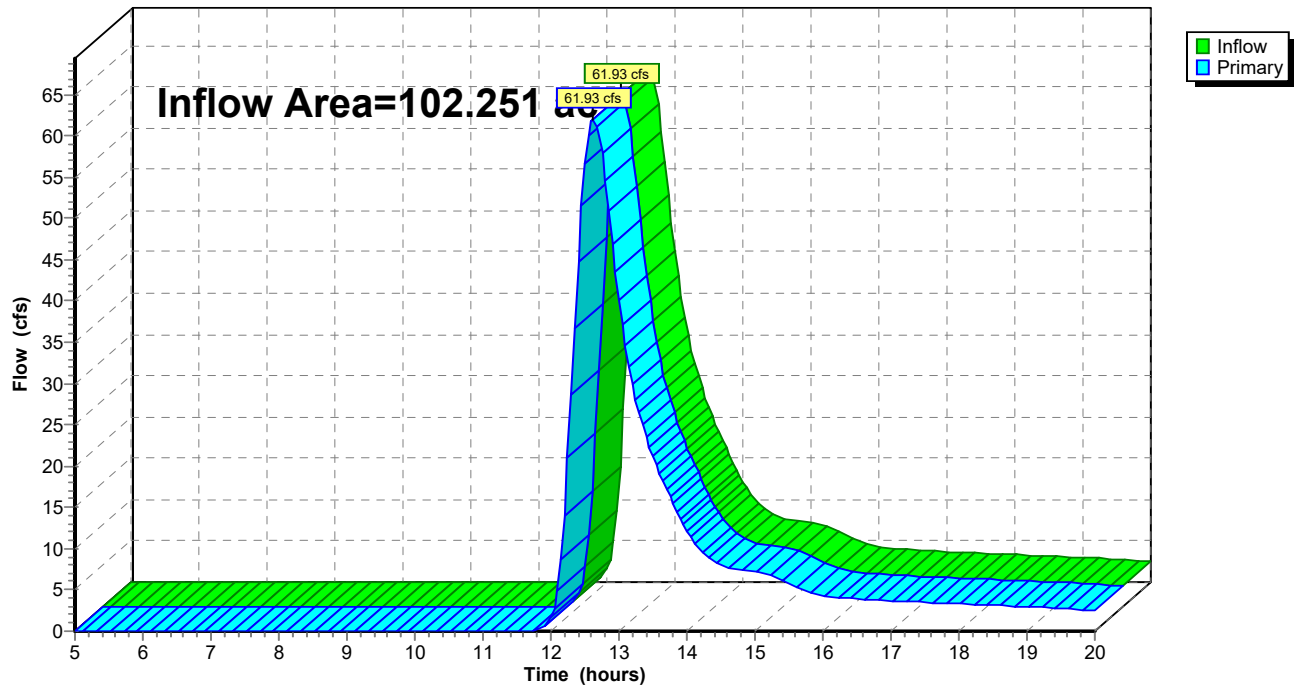
Hydrograph



Summary for Link Pre-Dev.: Pre-Dev

Inflow Area = 102.251 ac, 9.00% Impervious, Inflow Depth > 0.87" for 10 yr event
Inflow = 61.93 cfs @ 12.63 hrs, Volume= 7.439 af
Primary = 61.93 cfs @ 12.63 hrs, Volume= 7.439 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link Pre-Dev.: Pre-Dev**Hydrograph**

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MSE 24-hr 3 10 yr Rainfall=3.97"

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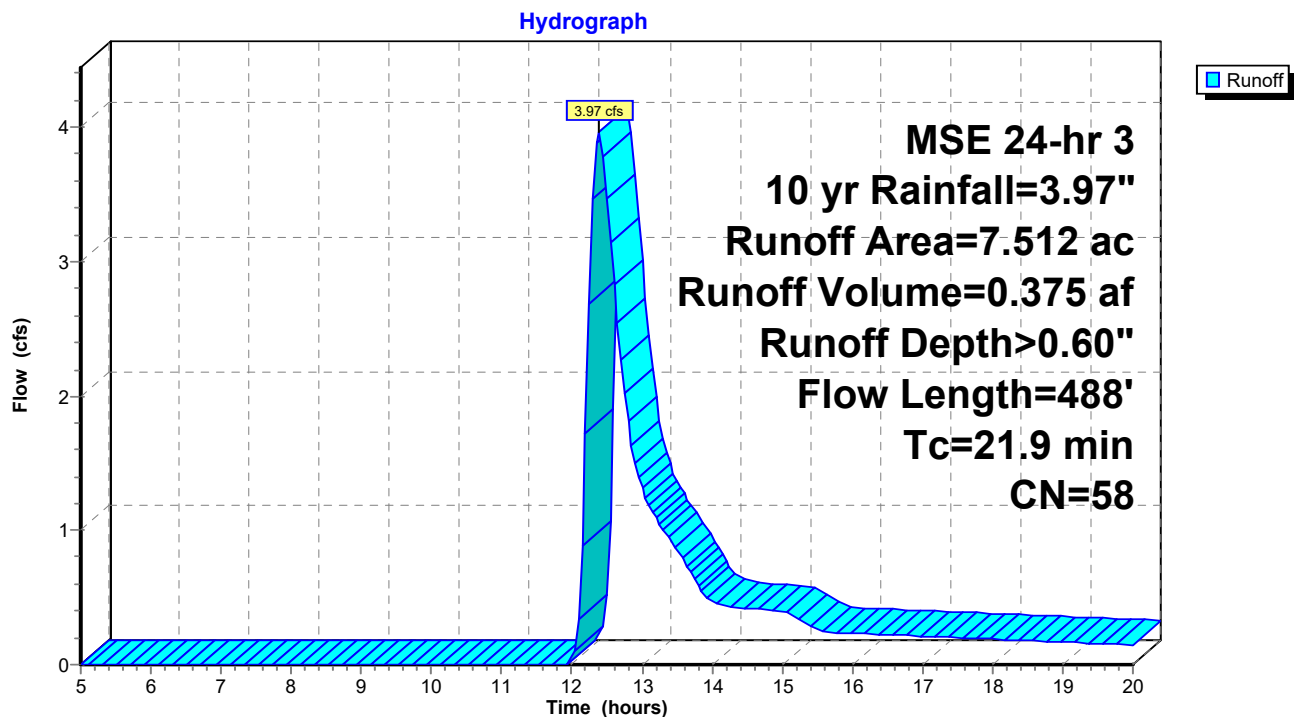
Summary for Subcatchment PRE-NE-1: PRE-NE-1

Runoff = 3.97 cfs @ 12.39 hrs, Volume= 0.375 af, Depth> 0.60"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
7.434	58	Meadow, non-grazed, HSG B
0.078	98	Roofs, HSG B
7.512	58	Weighted Average
7.434		98.96% Pervious Area
0.078		1.04% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment PRE-NE-1: PRE-NE-1

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment PRE-OS-1: PRE-OS-1

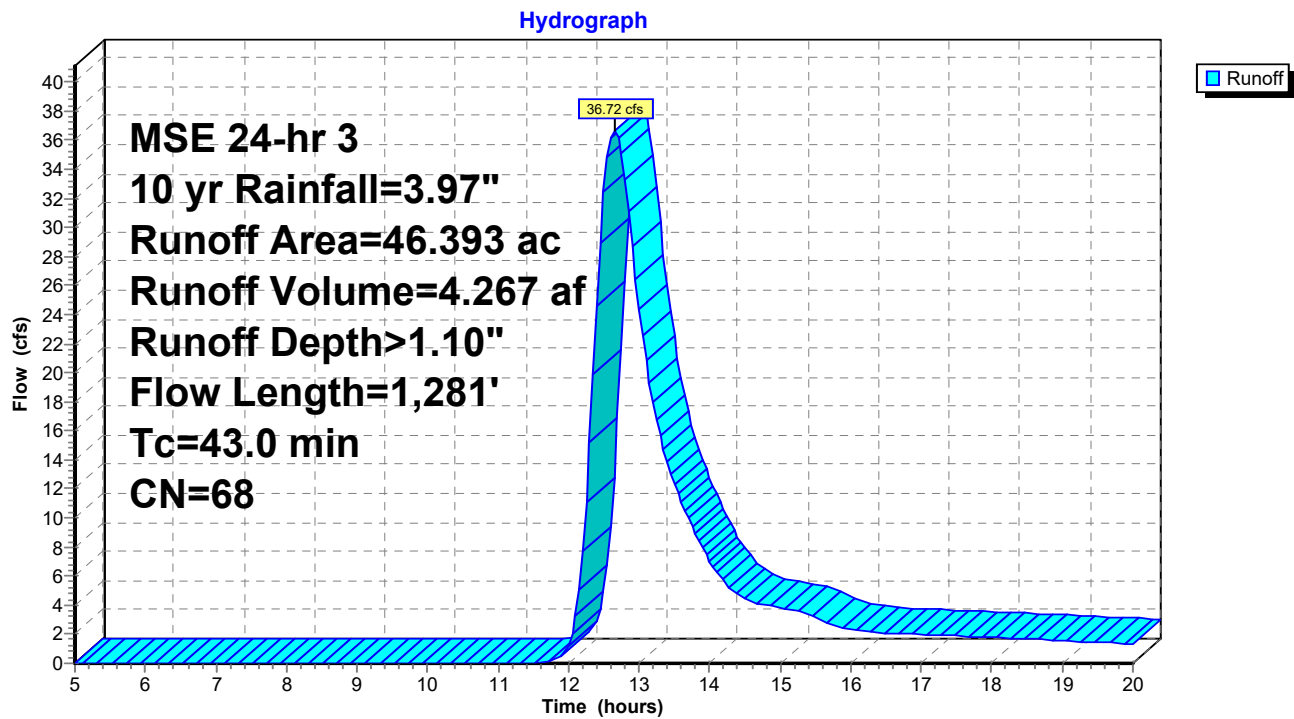
Runoff = 36.72 cfs @ 12.65 hrs, Volume= 4.267 af, Depth> 1.10"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
15.642	58	Meadow, non-grazed, HSG B
6.358	98	Paved parking, HSG B
2.144	98	Roofs, HSG B
11.879	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
* 1.377	85	Paths, HSG B
46.393	68	Weighted Average
37.891		81.67% Pervious Area
8.502		18.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
10.3	411	0.0091	0.67		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.3	507	0.0138	0.82		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.2	263	0.0334	0.43	5.77	Channel Flow, Channel Flow-Woods Area= 13.5 sf Perim= 27.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
43.0	1,281	Total			

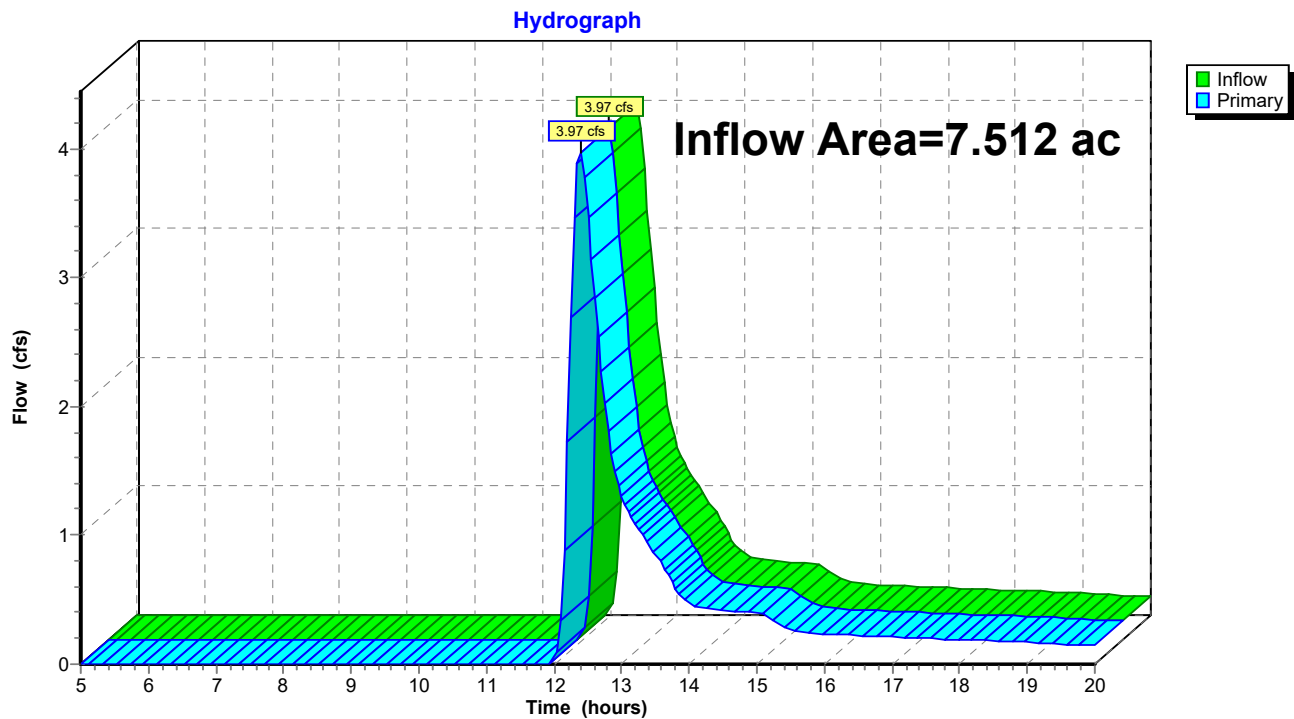
Subcatchment PRE-OS-1: PRE-OS-1



Summary for Link PRE-OS-NE: PRE-NE

Inflow Area = 7.512 ac, 1.04% Impervious, Inflow Depth > 0.60" for 10 yr event
Inflow = 3.97 cfs @ 12.39 hrs, Volume= 0.375 af
Primary = 3.97 cfs @ 12.39 hrs, Volume= 0.375 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRE-OS-NE: PRE-NE

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment PRA-1: PRA-1

Runoff = 16.42 cfs @ 12.56 hrs, Volume= 1.709 af, Depth> 2.63"

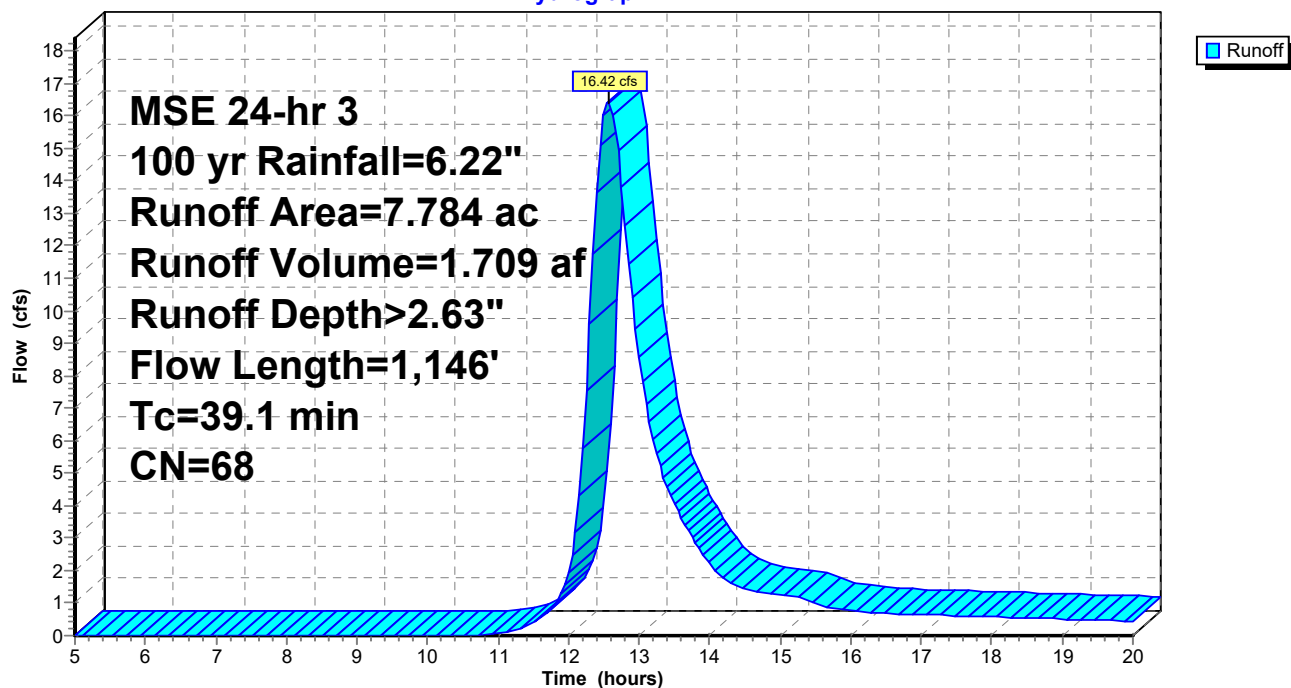
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
8.8	520	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.4	526	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.1	1,146				Total

Subcatchment PRA-1: PRA-1

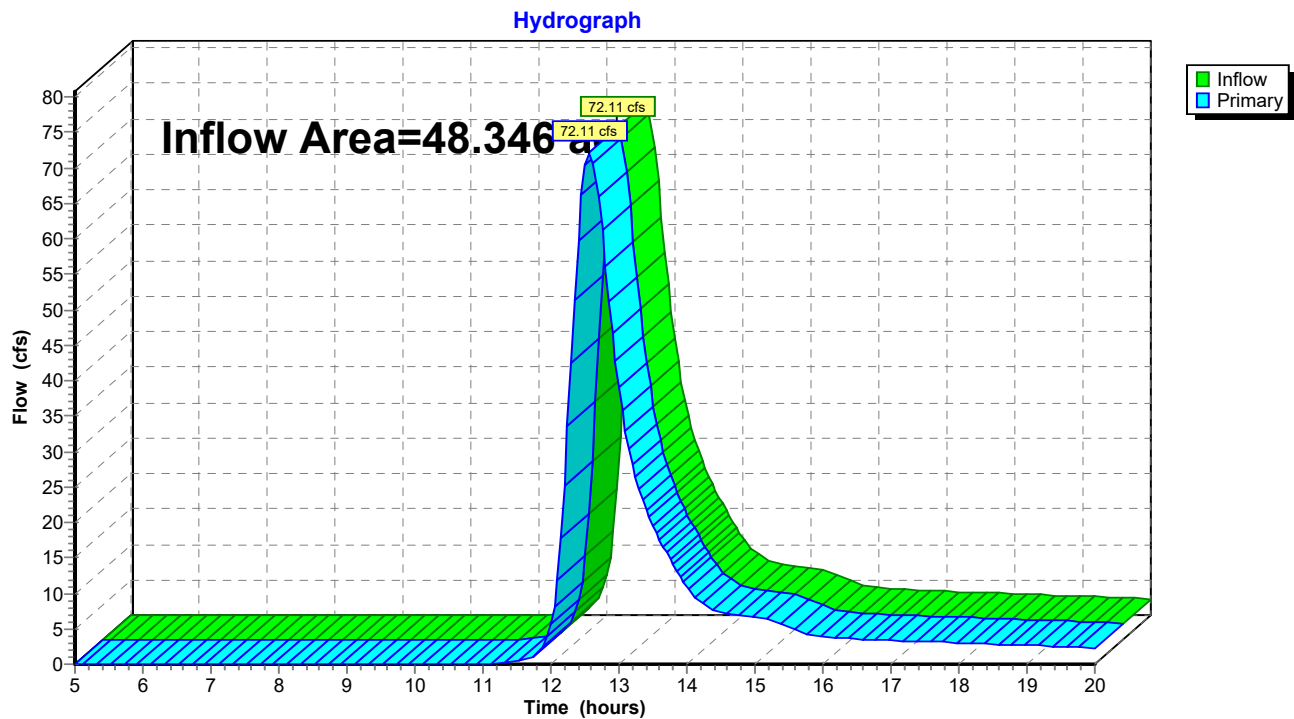
Hydrograph



Summary for Link PRA-1-2: PRA-1-2-3-4

Inflow Area = 48.346 ac, 1.28% Impervious, Inflow Depth > 1.94" for 100 yr event
Inflow = 72.11 cfs @ 12.57 hrs, Volume= 7.815 af
Primary = 72.11 cfs @ 12.57 hrs, Volume= 7.815 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRA-1-2: PRA-1-2-3-4

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment PRA-2: PRA-2

Runoff = 39.99 cfs @ 12.58 hrs, Volume= 4.316 af, Depth> 1.77"

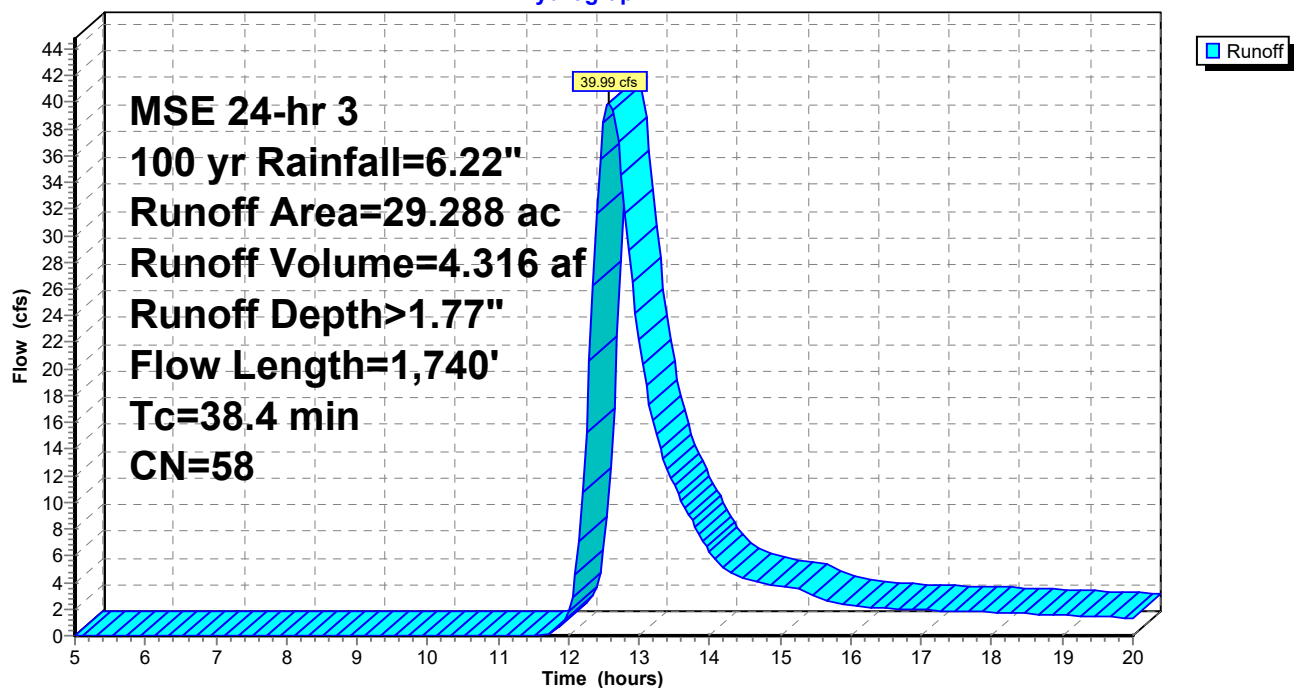
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
29.288	58	Meadow, non-grazed, HSG B
29.288		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
14.4	100	0.0068	0.12		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
19.4	1,184	0.0200	1.02	19.35	Channel Flow, Chan. Flow-Meadow Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.130 Sheet flow over Range
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.4	225	0.0259	1.57	12.58	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.100
38.4	1,740	Total			

Subcatchment PRA-2: PRA-2

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment PRA-3: PRA-3

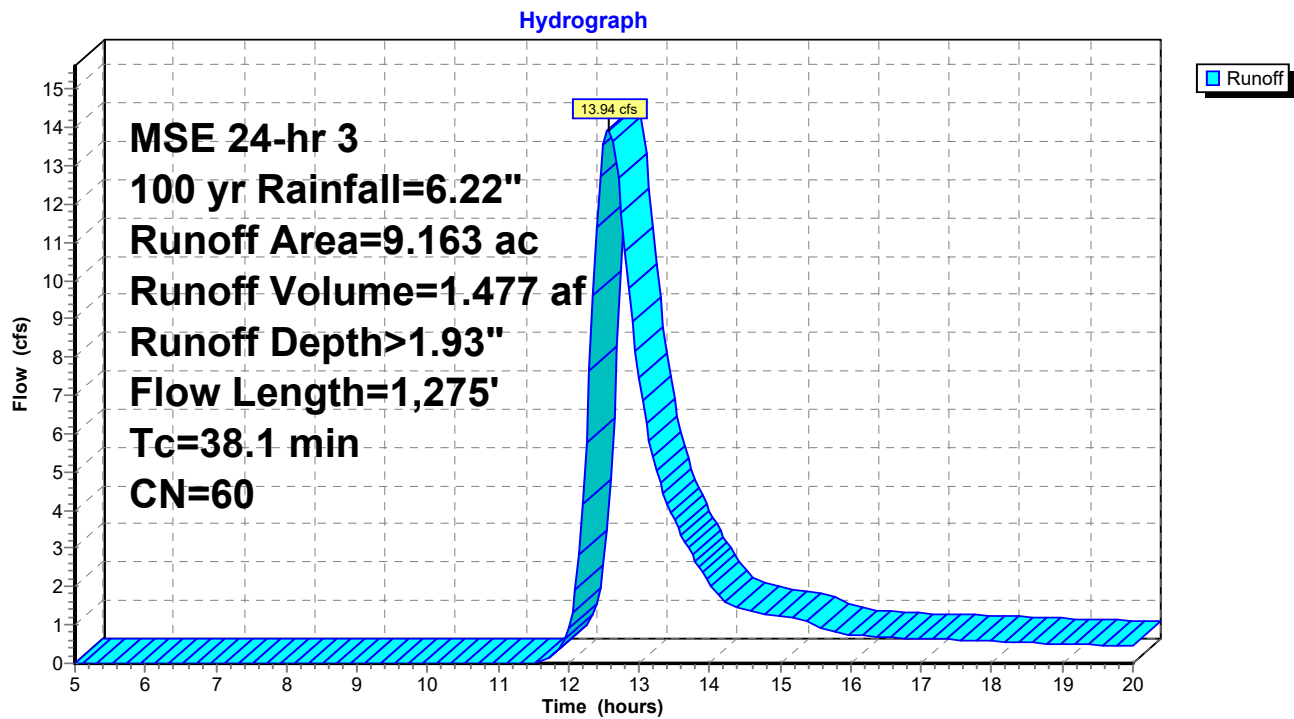
Runoff = 13.94 cfs @ 12.57 hrs, Volume= 1.477 af, Depth> 1.93"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
8.803	58	Meadow, non-grazed, HSG B
0.360	98	Paved parking, HSG B
9.163	60	Weighted Average
8.803		96.07% Pervious Area
0.360		3.93% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
25.7	100	0.0016	0.06		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
3.8	373	0.0104	1.64		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
2.7	182	0.0160	1.14	9.10	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 17.0' r= 0.47' n= 0.100
5.2	423	0.0070	1.35		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
0.7	197	0.0863	4.73		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
38.1	1,275	Total			

Subcatchment PRA-3: PRA-3



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment PRA-4: PRA-4

Runoff = 5.00 cfs @ 12.25 hrs, Volume= 0.314 af, Depth> 1.78"

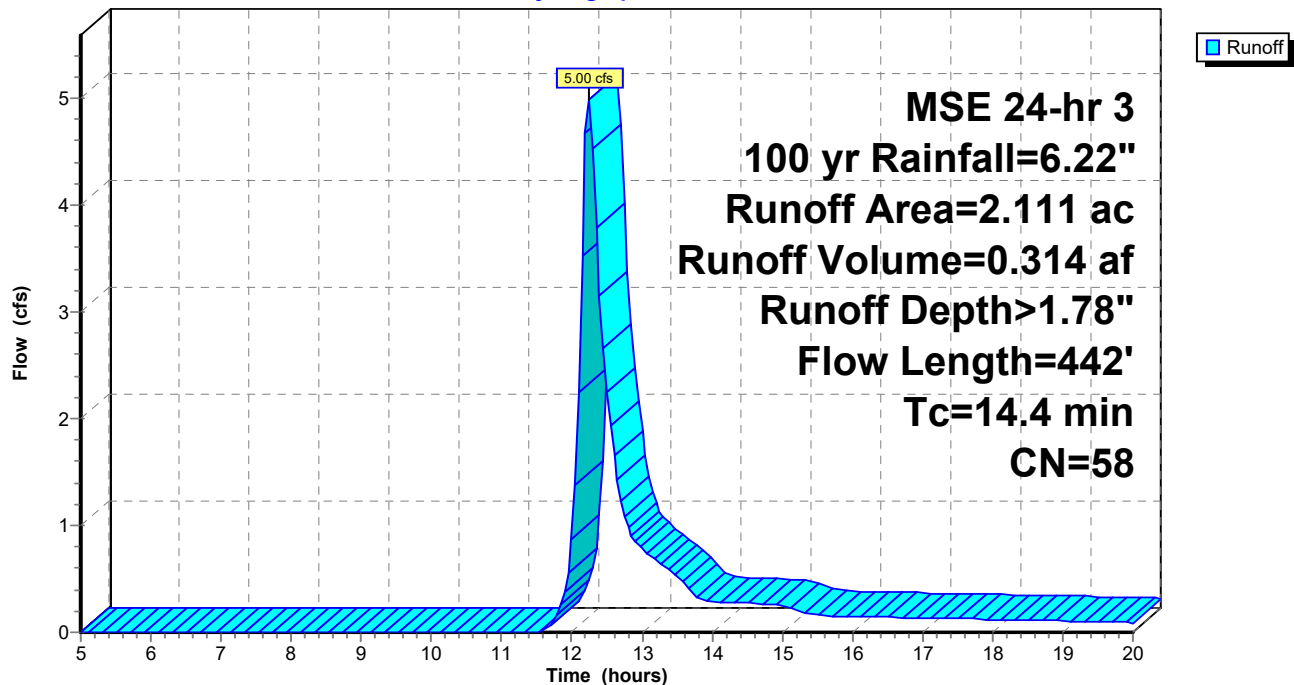
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
2.111	58	Meadow, non-grazed, HSG B
2.111		100.00% Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
1.5	342	0.0531	3.71		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Unpaved Kv= 16.1 fps
14.4	442	Total			

Subcatchment PRA-4: PRA-4

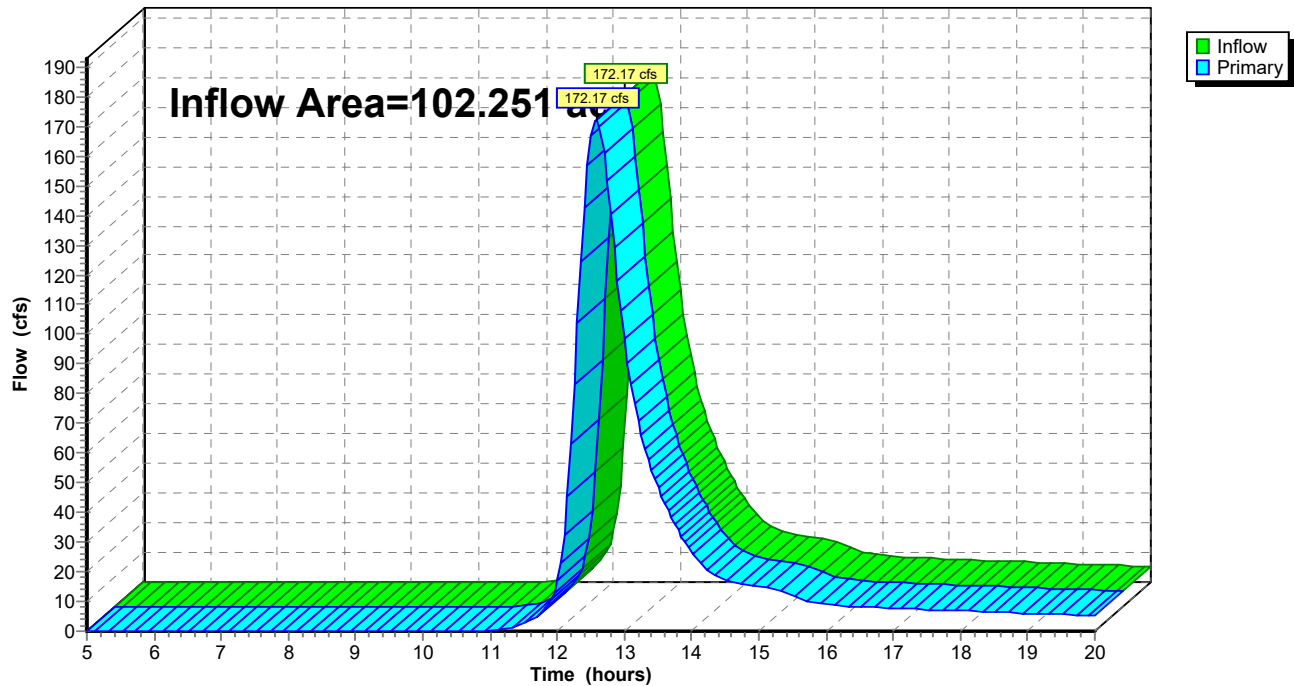
Hydrograph



Summary for Link Pre-Dev.: Pre-Dev

Inflow Area = 102.251 ac, 9.00% Impervious, Inflow Depth > 2.24" for 100 yr event
Inflow = 172.17 cfs @ 12.58 hrs, Volume= 19.100 af
Primary = 172.17 cfs @ 12.58 hrs, Volume= 19.100 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link Pre-Dev.: Pre-Dev**Hydrograph**

24.0005 PRE

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MSE 24-hr 3 100 yr Rainfall=6.22"

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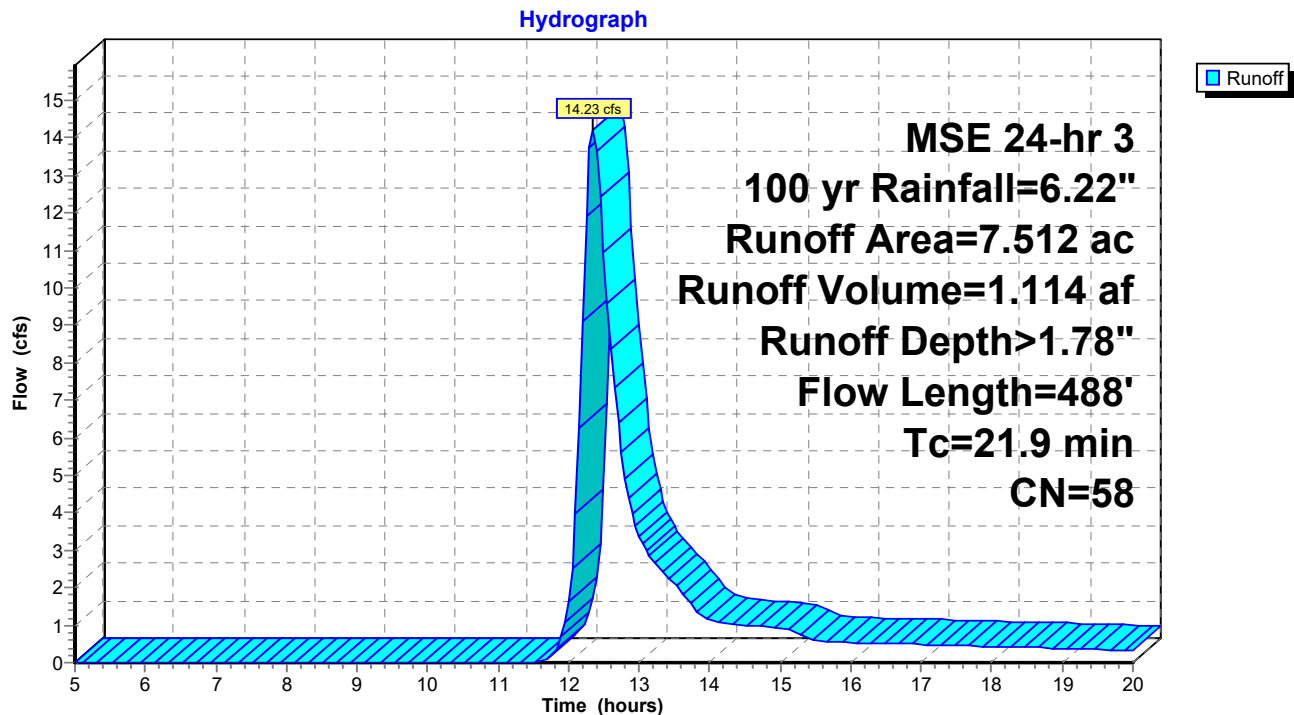
Summary for Subcatchment PRE-NE-1: PRE-NE-1

Runoff = 14.23 cfs @ 12.35 hrs, Volume= 1.114 af, Depth> 1.78"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
7.434	58	Meadow, non-grazed, HSG B
0.078	98	Roofs, HSG B
7.512	58	Weighted Average
7.434		98.96% Pervious Area
0.078		1.04% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment PRE-NE-1: PRE-NE-1

24.0005 PRE

MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment PRE-OS-1: PRE-OS-1

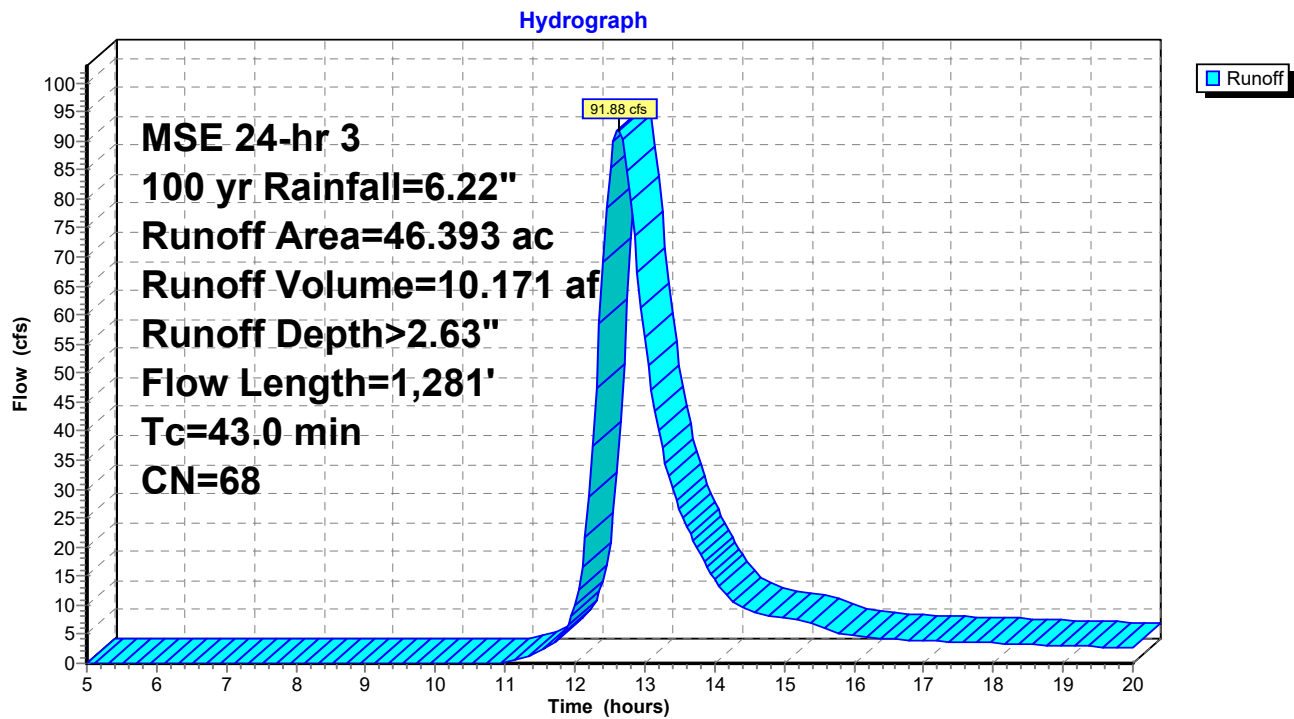
Runoff = 91.88 cfs @ 12.62 hrs, Volume= 10.171 af, Depth> 2.63"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
15.642	58	Meadow, non-grazed, HSG B
6.358	98	Paved parking, HSG B
2.144	98	Roofs, HSG B
11.879	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
* 1.377	85	Paths, HSG B
46.393	68	Weighted Average
37.891		81.67% Pervious Area
8.502		18.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
10.3	411	0.0091	0.67		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.3	507	0.0138	0.82		Shallow Concentrated Flow, Shallow Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
10.2	263	0.0334	0.43	5.77	Channel Flow, Channel Flow-Woods Area= 13.5 sf Perim= 27.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
43.0	1,281	Total			

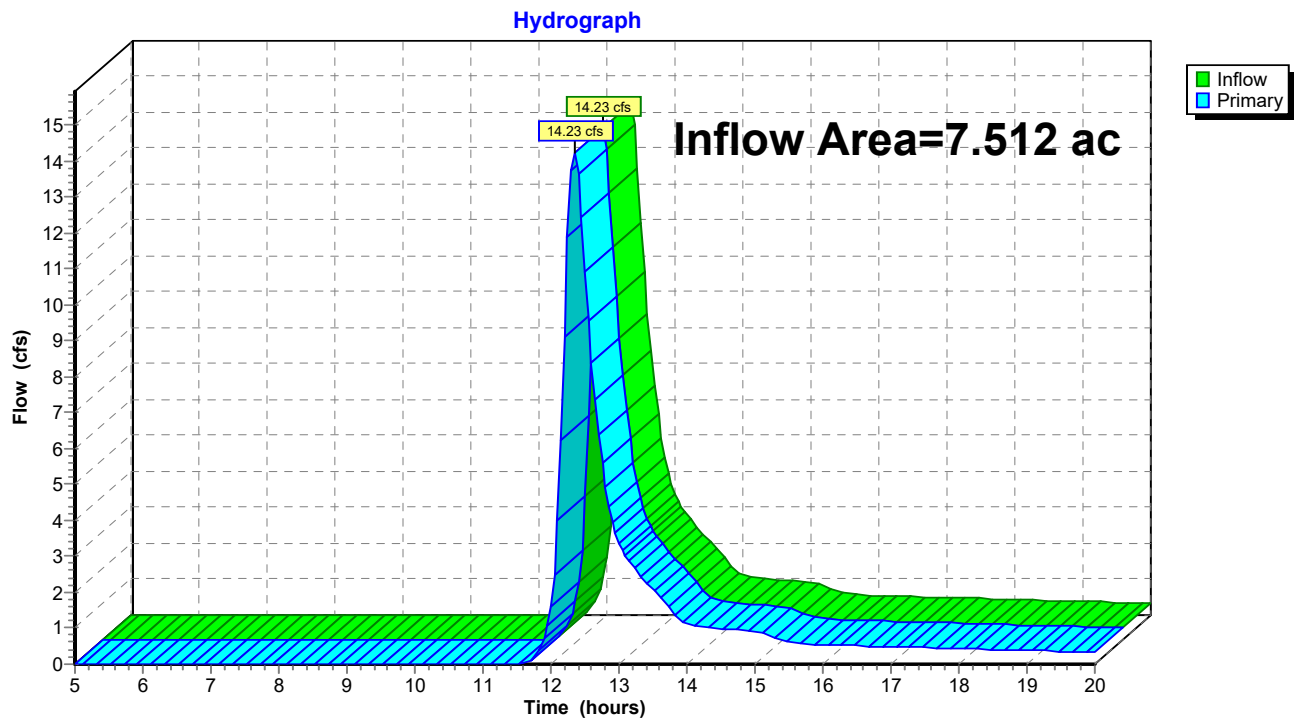
Subcatchment PRE-OS-1: PRE-OS-1



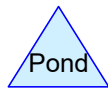
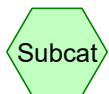
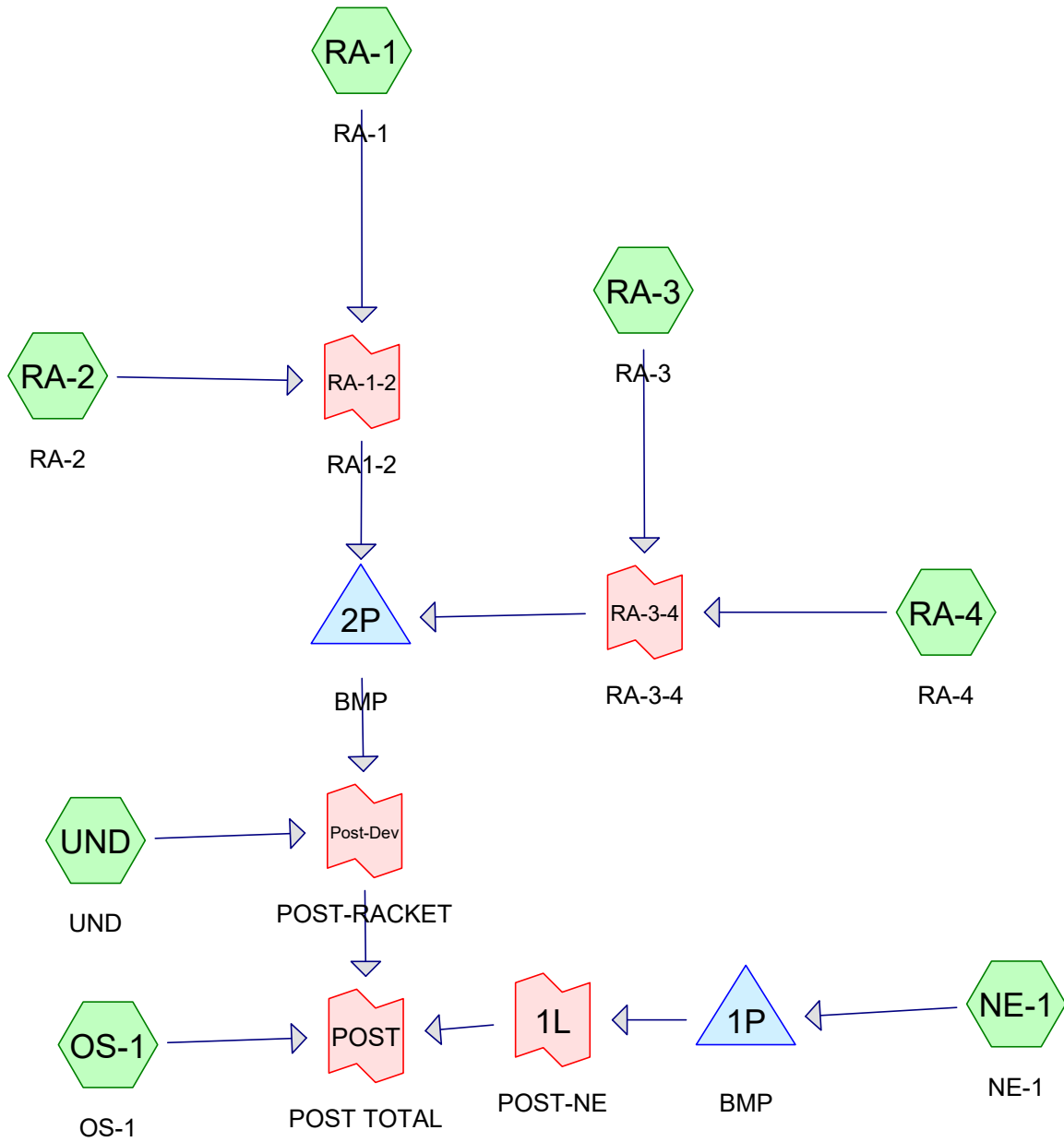
Summary for Link PRE-OS-NE: PRE-NE

Inflow Area = 7.512 ac, 1.04% Impervious, Inflow Depth > 1.78" for 100 yr event
Inflow = 14.23 cfs @ 12.35 hrs, Volume= 1.114 af
Primary = 14.23 cfs @ 12.35 hrs, Volume= 1.114 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Link PRE-OS-NE: PRE-NE

Appendix 3 POST DEVELOPMENT CONDITIONS



Routing Diagram for 24.0005 POST
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24.0005 POST

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Page 2

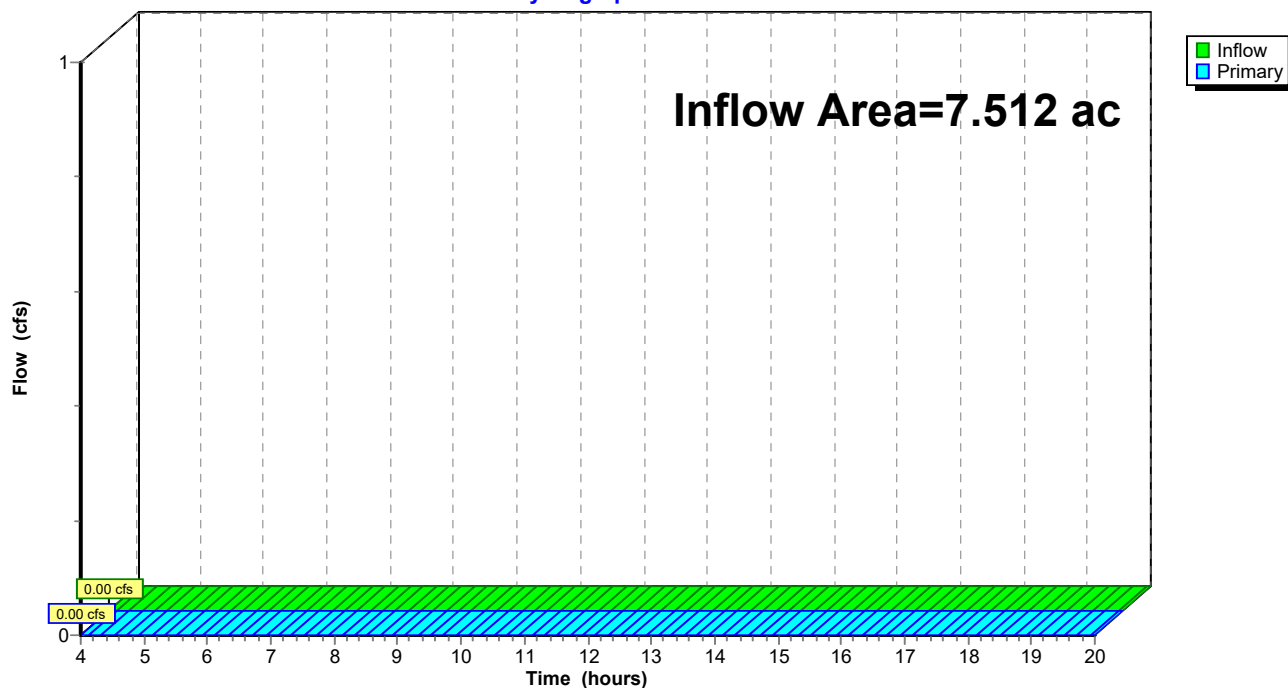
Summary for Link 1L: POST-NE

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth = 0.00" for 1 yr event
Inflow = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af
Primary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 1L: POST-NE

Hydrograph



24.0005 POST

MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Pond 1P: BMP

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth > 0.14" for 1 yr event
 Inflow = 0.55 cfs @ 12.55 hrs, Volume= 0.090 af
 Outflow = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af, Atten= 100%, Lag= 0.0 min
 Discarded = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af
 Primary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,038.28' @ 20.00 hrs Surf.Area= 15,067 sf Storage= 3,918 cf

Plug-Flow detention time= (not calculated: initial storage exceeds outflow)

Center-of-Mass det. time= (not calculated: no outflow)

Volume	Invert	Avail.Storage	Storage Description
#1	1,038.00'	180,239 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,038.00	12,911	0	0
1,039.00	20,609	16,760	16,760
1,040.00	29,607	25,108	41,868
1,041.00	40,024	34,816	76,684
1,042.00	51,943	45,984	122,667
1,043.00	63,200	57,572	180,239

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,038.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,038.30'	18.0" Round RCP_Round 18" L= 235.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,038.30' / 1,034.50' S= 0.0162 ' /' Cc= 0.900 n= 0.010, Flow Area= 1.77 sf
#3	Device 1	1,038.30'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,042.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,042.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Discarded OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,038.00' (Free Discharge)

↑ **1=Exfiltration** (Passes 0.00 cfs of 0.09 cfs potential flow)

↑ **3=Orifice/Grate** (Controls 0.00 cfs)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

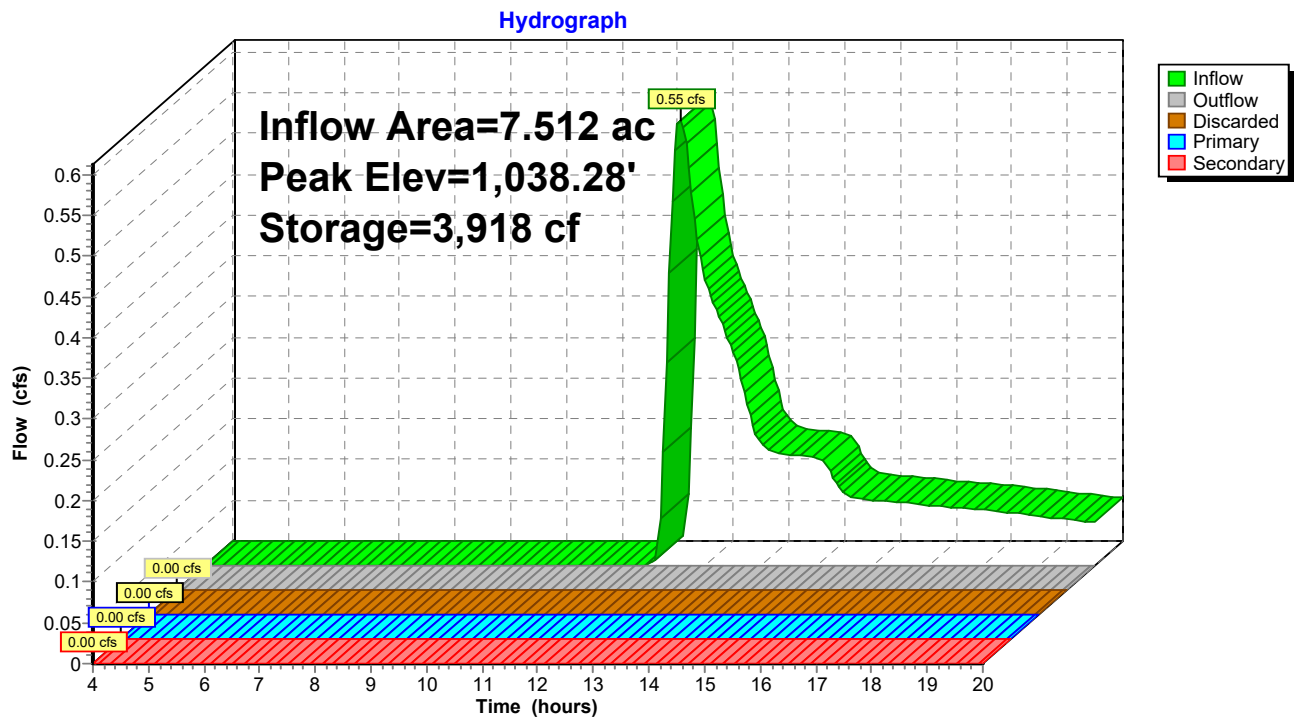
Primary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,038.00' (Free Discharge)

↑ **2=RCP_Round 18"** (Controls 0.00 cfs)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,038.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 1P: BMP



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Pond 2P: BMP

Inflow Area = 44.645 ac, 11.42% Impervious, Inflow Depth > 0.28" for 1 yr event
 Inflow = 11.05 cfs @ 12.14 hrs, Volume= 1.047 af
 Outflow = 1.35 cfs @ 14.31 hrs, Volume= 0.681 af, Atten= 88%, Lag= 130.4 min
 Discarded = 0.27 cfs @ 14.31 hrs, Volume= 0.153 af
 Primary = 1.08 cfs @ 14.31 hrs, Volume= 0.527 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,020.58' @ 14.31 hrs Surf.Area= 44,254 sf Storage= 23,550 cf

Plug-Flow detention time= 196.7 min calculated for 0.681 af (65% of inflow)
 Center-of-Mass det. time= 119.3 min (959.4 - 840.2)

Volume	Invert	Avail.Storage	Storage Description
#1	1,020.00'	355,671 cf	Bottom 1017 (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,020.00	37,120	0	0
1,021.00	49,445	43,283	43,283
1,022.00	58,955	54,200	97,483
1,023.00	78,274	68,615	166,097
1,024.00	94,767	86,521	252,618
1,025.00	111,339	103,053	355,671

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,020.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,020.00'	12.0" Round Culvert L= 162.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,020.00' / 1,018.59' S= 0.0087 ' /' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.79 sf
#3	Device 1	1,020.00'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,024.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,024.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Discarded OutFlow Max=0.27 cfs @ 14.31 hrs HW=1,020.58' (Free Discharge)

↑ **1=Exfiltration** (Passes 0.27 cfs of 0.31 cfs potential flow)

↑ **3=Orifice/Grate** (Orifice Controls 0.27 cfs @ 3.09 fps)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

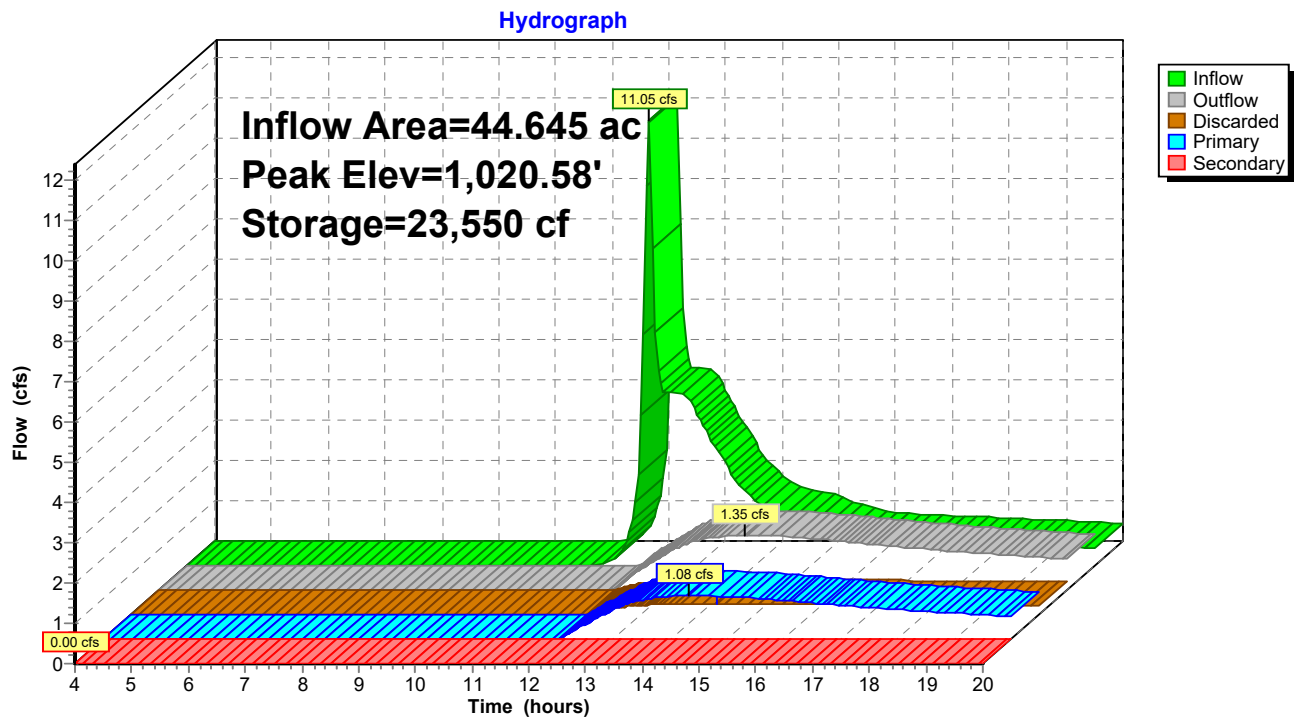
Primary OutFlow Max=1.08 cfs @ 14.31 hrs HW=1,020.58' (Free Discharge)

↑ **2=Culvert** (Inlet Controls 1.08 cfs @ 2.29 fps)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,020.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 2P: BMP



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment NE-1: NE-1

Runoff = 0.55 cfs @ 12.55 hrs, Volume= 0.090 af, Depth> 0.14"

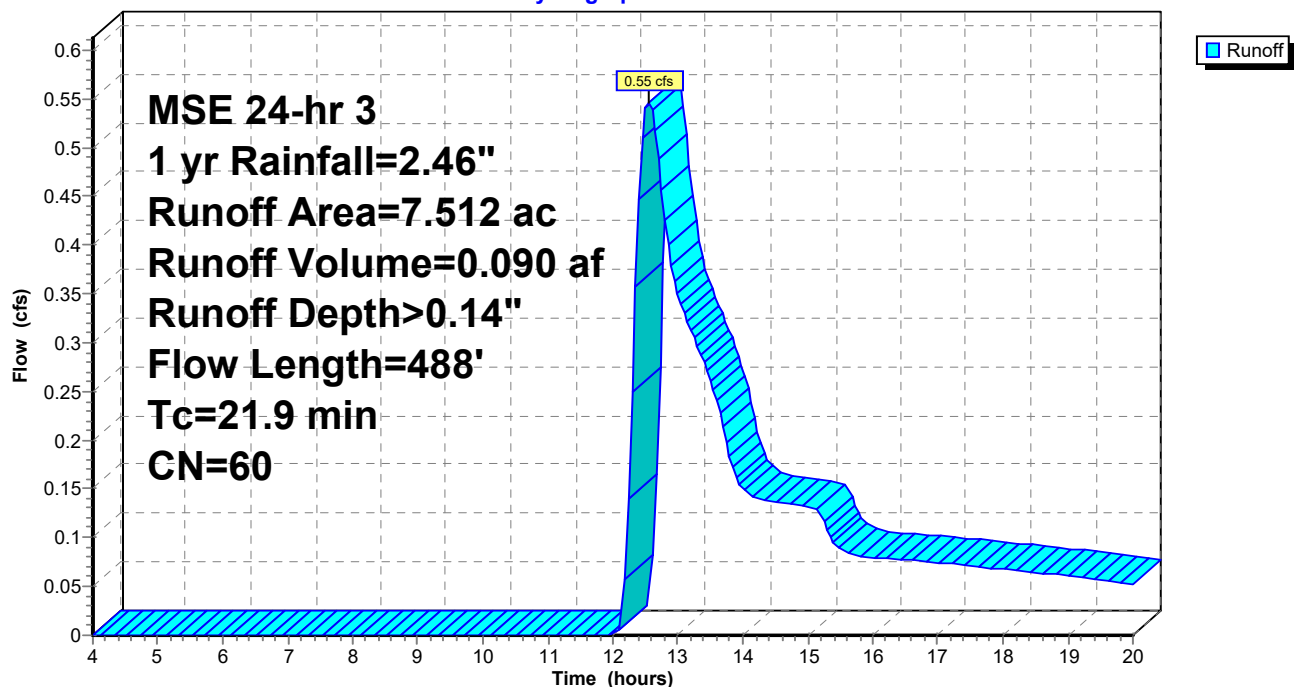
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
7.144	58	Meadow, non-grazed, HSG B
0.290	98	Water Surface, HSG B
0.078	98	Roofs, HSG B
7.512	60	Weighted Average
7.144		95.10% Pervious Area
0.368		4.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment NE-1: NE-1

Hydrograph



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment OS-1: OS-1

Runoff = 12.47 cfs @ 12.53 hrs, Volume= 1.426 af, Depth> 0.37"

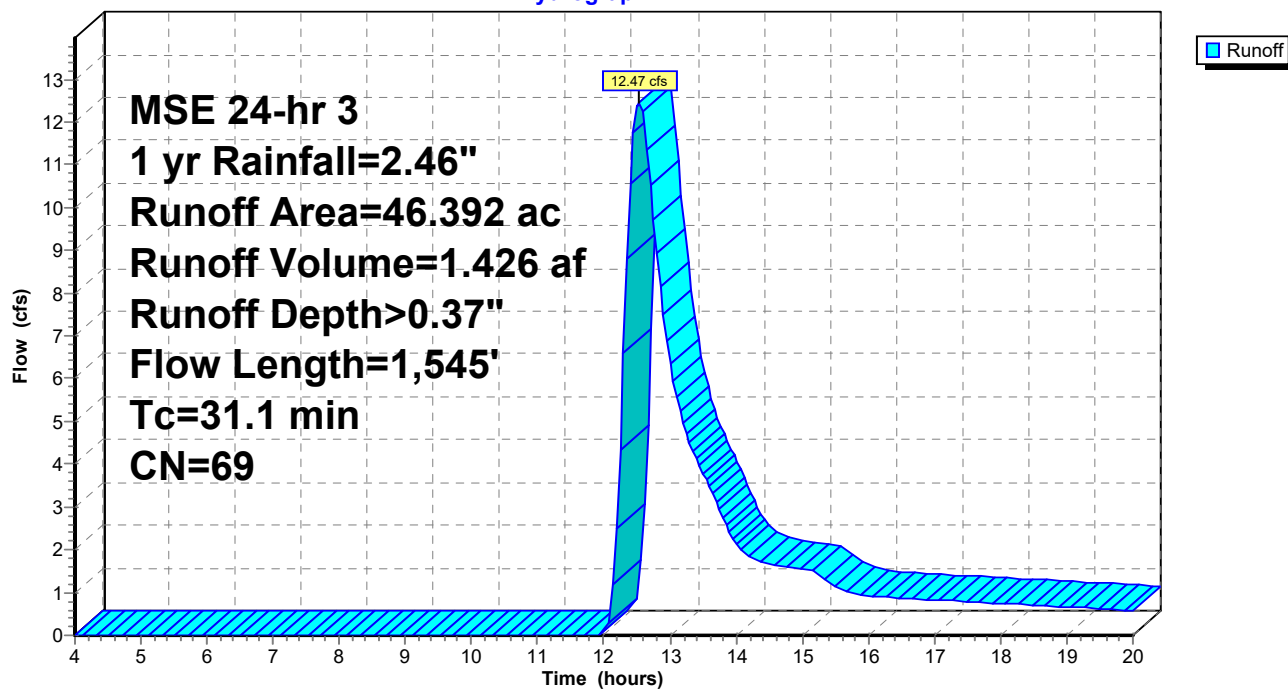
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
6.996	98	Paved parking, HSG B
11.461	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
14.563	58	Meadow, non-grazed, HSG B
2.943	98	Roofs, HSG B
* 1.436	85	Paths, HSG B
46.392	69	Weighted Average
36.453		78.58% Pervious Area
9.939		21.42% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
9.9	491	0.1260	0.83	6.65	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 16.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
8.3	954	0.1470	1.92		Shallow Concentrated Flow, Shallow. Conc. Flow-Woods Woodland Kv= 5.0 fps
31.1	1,545	Total			

Subcatchment OS-1: OS-1

Hydrograph



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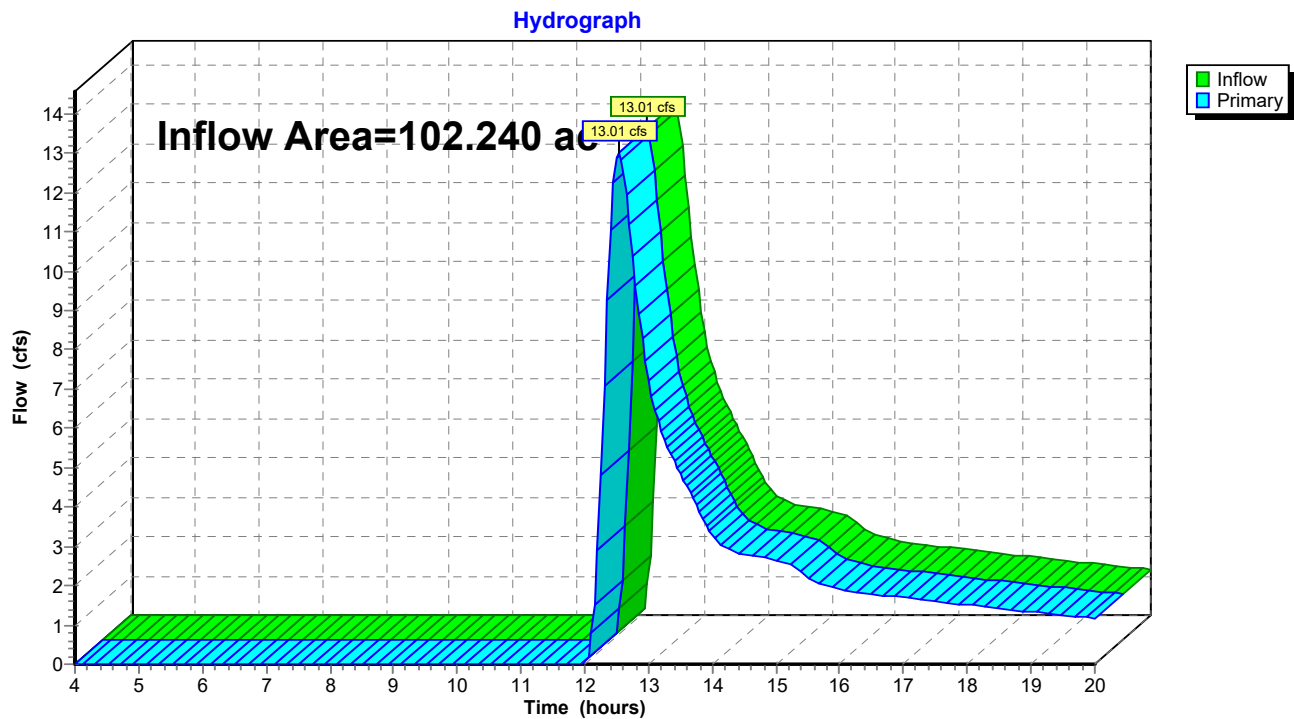
Page 10

Summary for Link POST: POST TOTAL

Inflow Area = 102.240 ac, 15.16% Impervious, Inflow Depth > 0.23" for 1 yr event
Inflow = 13.01 cfs @ 12.54 hrs, Volume= 1.993 af
Primary = 13.01 cfs @ 12.54 hrs, Volume= 1.993 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link POST: POST TOTAL



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MSE 24-hr 3 1 yr Rainfall=2.46"

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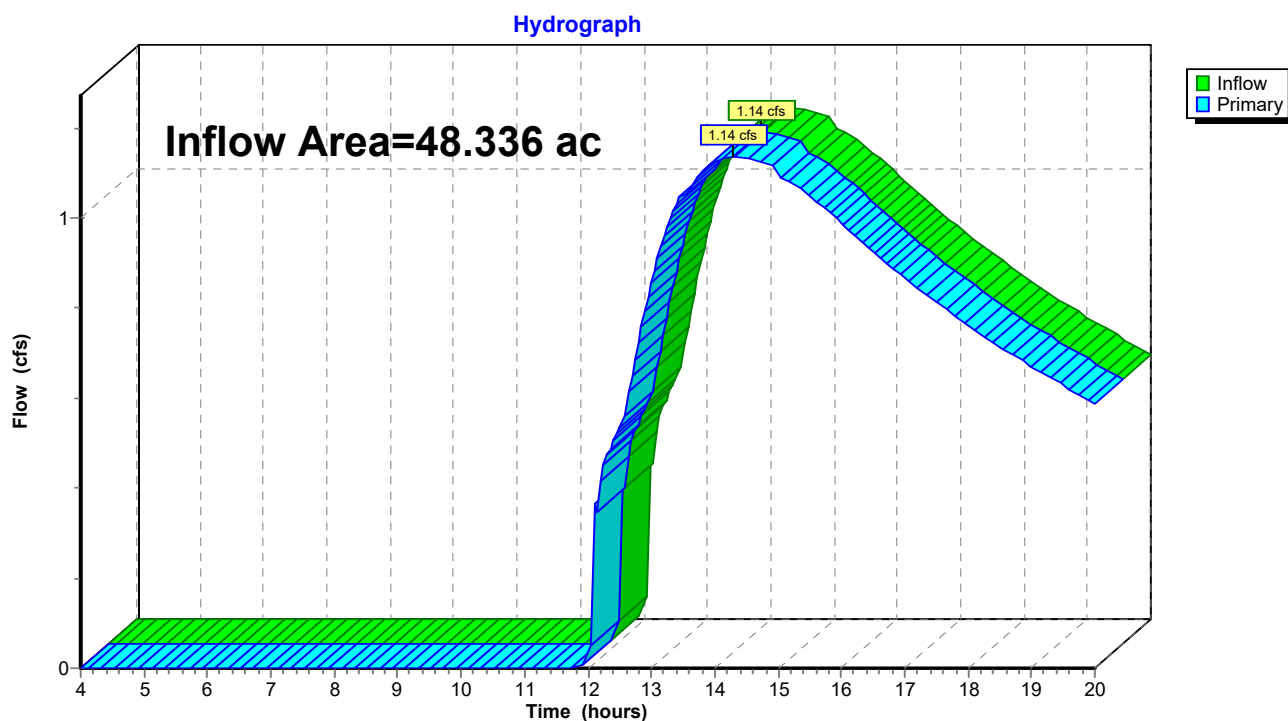
Page 11

Summary for Link Post-Dev: POST-RACKET

Inflow Area = 48.336 ac, 10.75% Impervious, Inflow Depth > 0.14" for 1 yr event
Inflow = 1.14 cfs @ 14.29 hrs, Volume= 0.567 af
Primary = 1.14 cfs @ 14.29 hrs, Volume= 0.567 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: POST-RACKET



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment RA-1: RA-1

Runoff = 1.61 cfs @ 12.68 hrs, Volume= 0.218 af, Depth> 0.34"

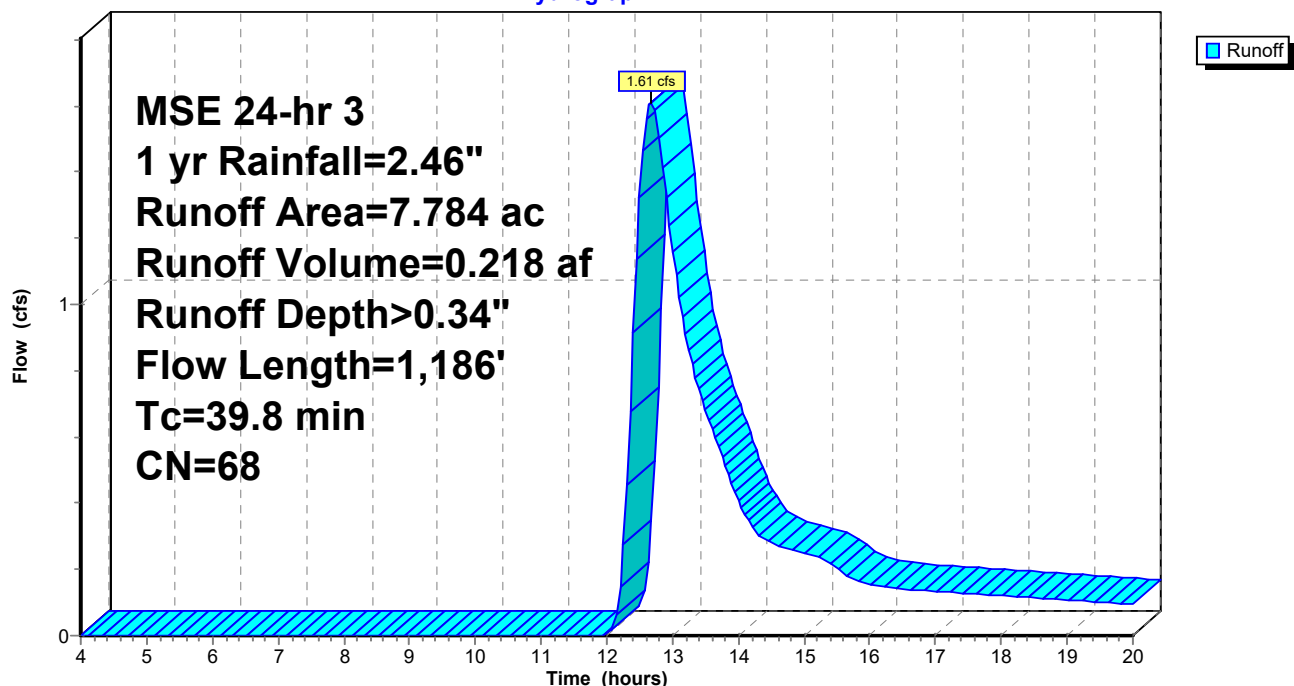
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
9.1	540	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.8	546	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.8	1,186				Total

Subcatchment RA-1: RA-1

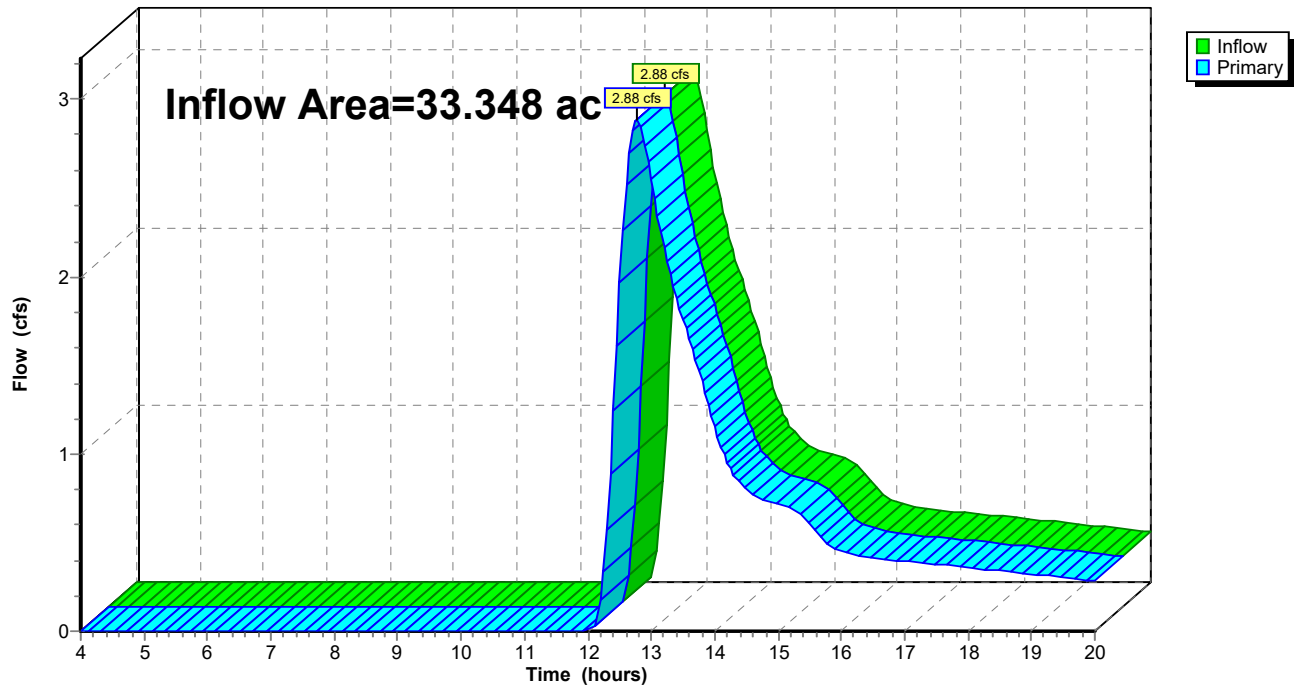
Hydrograph



Summary for Link RA-1-2: RA1-2

Inflow Area = 33.348 ac, 3.72% Impervious, Inflow Depth > 0.19" for 1 yr event
Inflow = 2.88 cfs @ 12.77 hrs, Volume= 0.520 af
Primary = 2.88 cfs @ 12.77 hrs, Volume= 0.520 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-1-2: RA1-2**Hydrograph**

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment RA-2: RA-2

Runoff = 1.41 cfs @ 12.90 hrs, Volume= 0.301 af, Depth> 0.14"

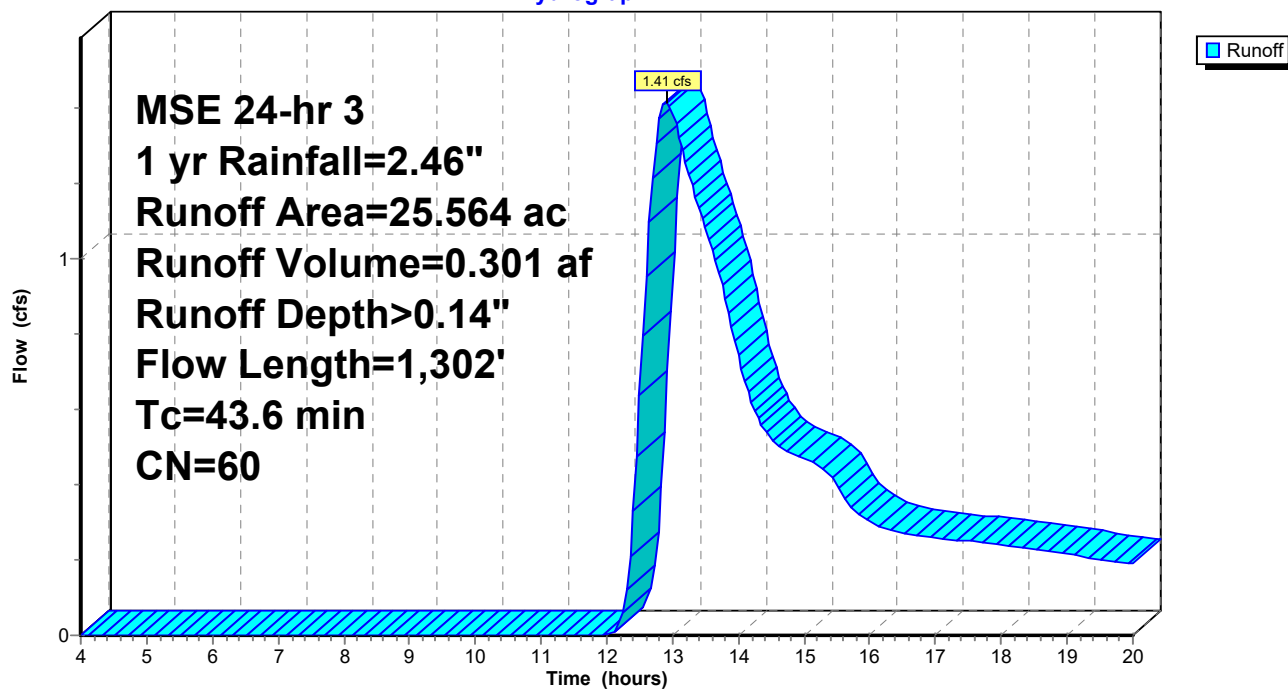
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
24.264	58	Meadow, non-grazed, HSG B
0.980	98	Water Surface, HSG B
0.320	61	>75% Grass cover, Good, HSG B
25.564	60	Weighted Average
24.584		96.17% Pervious Area
0.980		3.83% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.9	100	0.0180	0.10		Sheet Flow, Sheet Flow-Grass Grass: Dense n= 0.240 P2= 2.80"
22.3	739	0.0200	0.55	10.48	Channel Flow, Chan. Flow-Grass Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.240 Sheet flow over Dense Grass
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shal. Conc. Flow-Meadow Unpaved Kv= 16.1 fps
3.2	232	0.0259	1.21	9.68	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.130 Sheet flow over Range
43.6	1,302	Total			

Subcatchment RA-2: RA-2

Hydrograph



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment RA-3: RA-3

Runoff = 0.41 cfs @ 12.23 hrs, Volume= 0.052 af, Depth> 0.15"

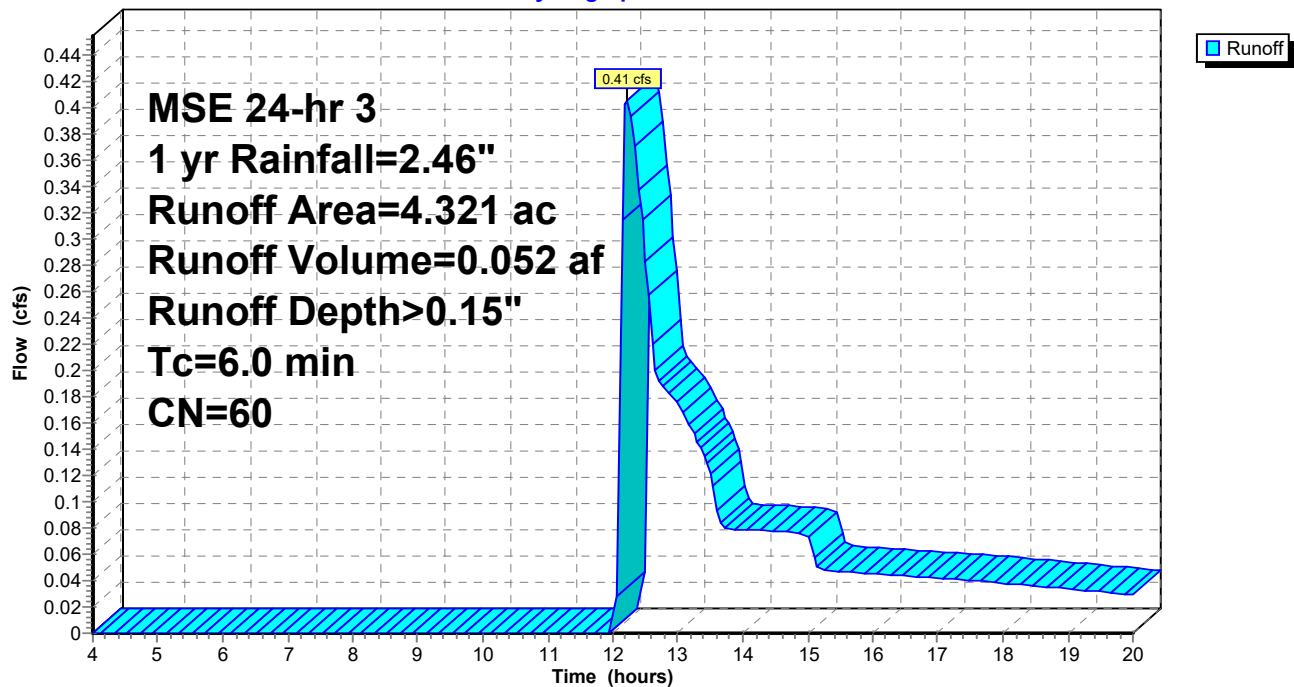
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
1.800	58	Meadow, non-grazed, HSG B
2.331	58	Meadow, non-grazed, HSG B
0.190	98	Paved parking, HSG B
4.321	60	Weighted Average
4.131		95.60% Pervious Area
0.190		4.40% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-3: RA-3

Hydrograph



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MSE 24-hr 3 1 yr Rainfall=2.46"

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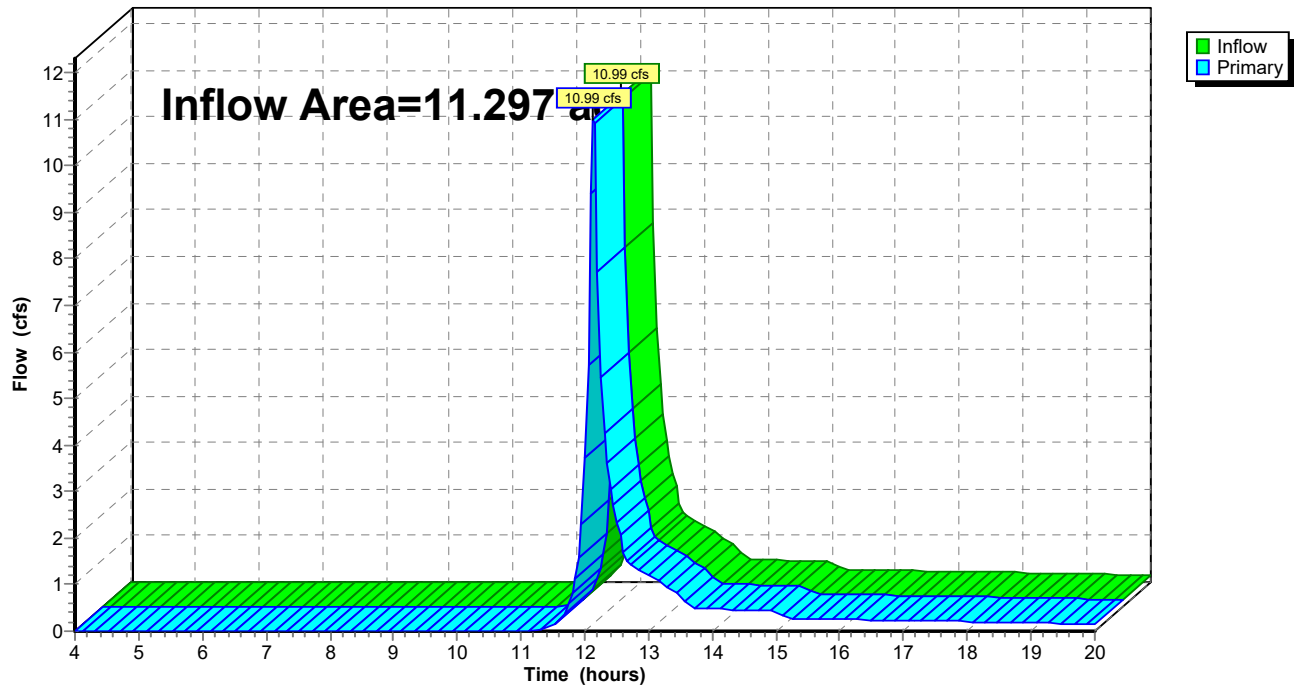
Summary for Link RA-3-4: RA-3-4

Inflow Area = 11.297 ac, 34.17% Impervious, Inflow Depth > 0.56" for 1 yr event
Inflow = 10.99 cfs @ 12.14 hrs, Volume= 0.527 af
Primary = 10.99 cfs @ 12.14 hrs, Volume= 0.527 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-3-4: RA-3-4

Hydrograph



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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment RA-4: RA-4

Runoff = 10.71 cfs @ 12.14 hrs, Volume= 0.475 af, Depth> 0.82"

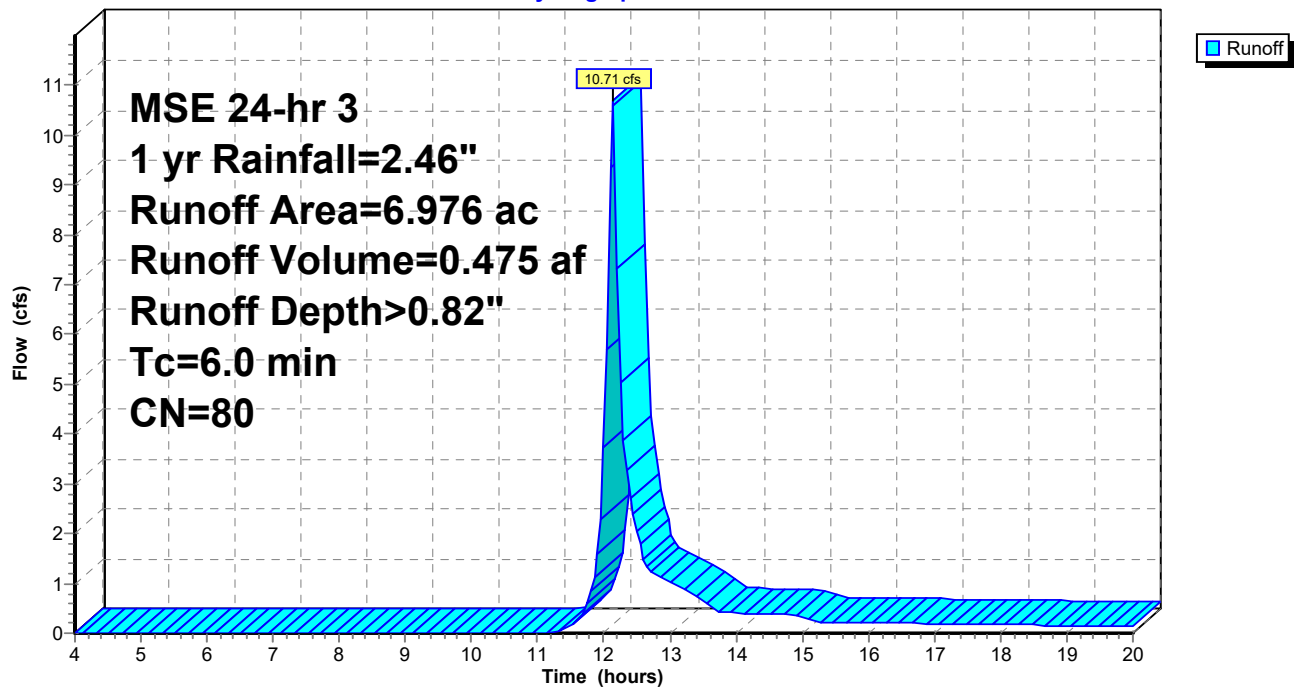
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
* 3.670	98	Impervious Area
1.400	61	>75% Grass cover, Good, HSG B
1.906	58	Meadow, non-grazed, HSG B
6.976	80	Weighted Average
3.306		47.39% Pervious Area
3.670		52.61% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-4: RA-4

Hydrograph



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MSE 24-hr 3 1 yr Rainfall=2.46"

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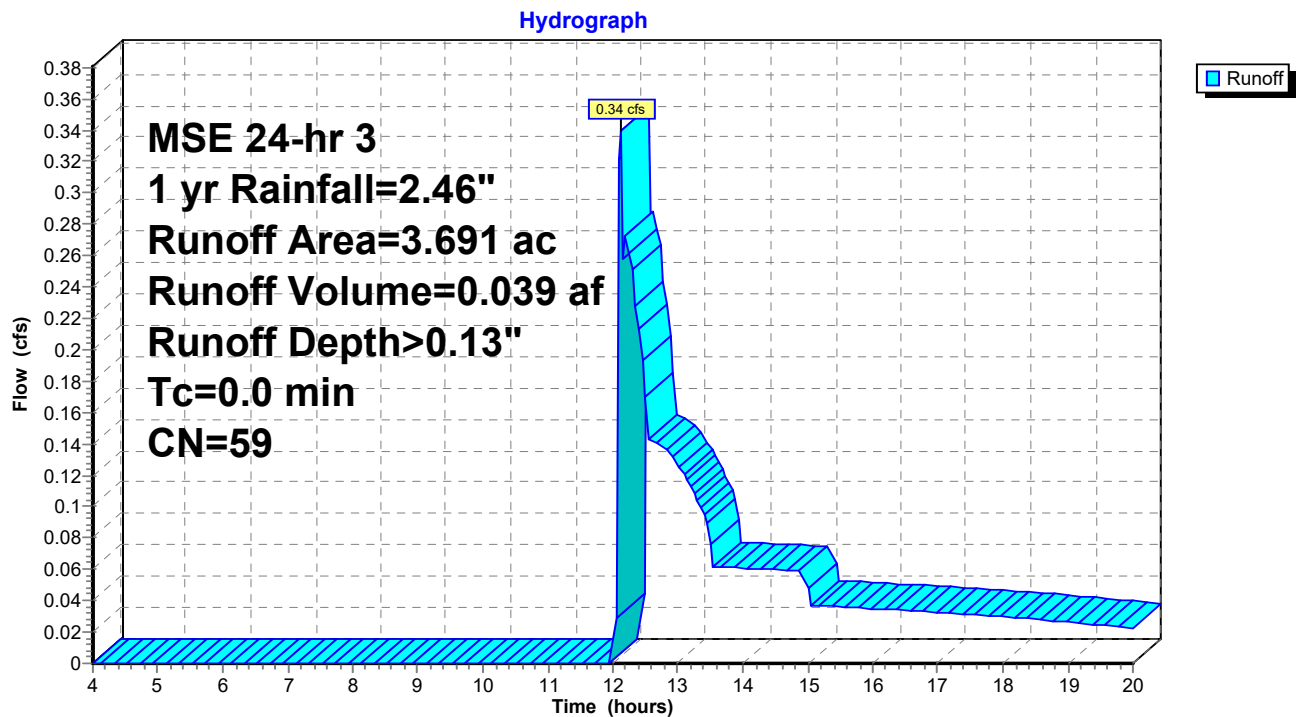
Summary for Subcatchment UND: UND

Runoff = 0.34 cfs @ 12.12 hrs, Volume= 0.039 af, Depth> 0.13"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
3.593	58	Meadow, non-grazed, HSG B
0.098	98	Paved parking, HSG B
3.691	59	Weighted Average
3.593		97.34% Pervious Area
0.098		2.66% Impervious Area

Subcatchment UND: UND



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MSE 24-hr 3 2 yr Rainfall=2.80"

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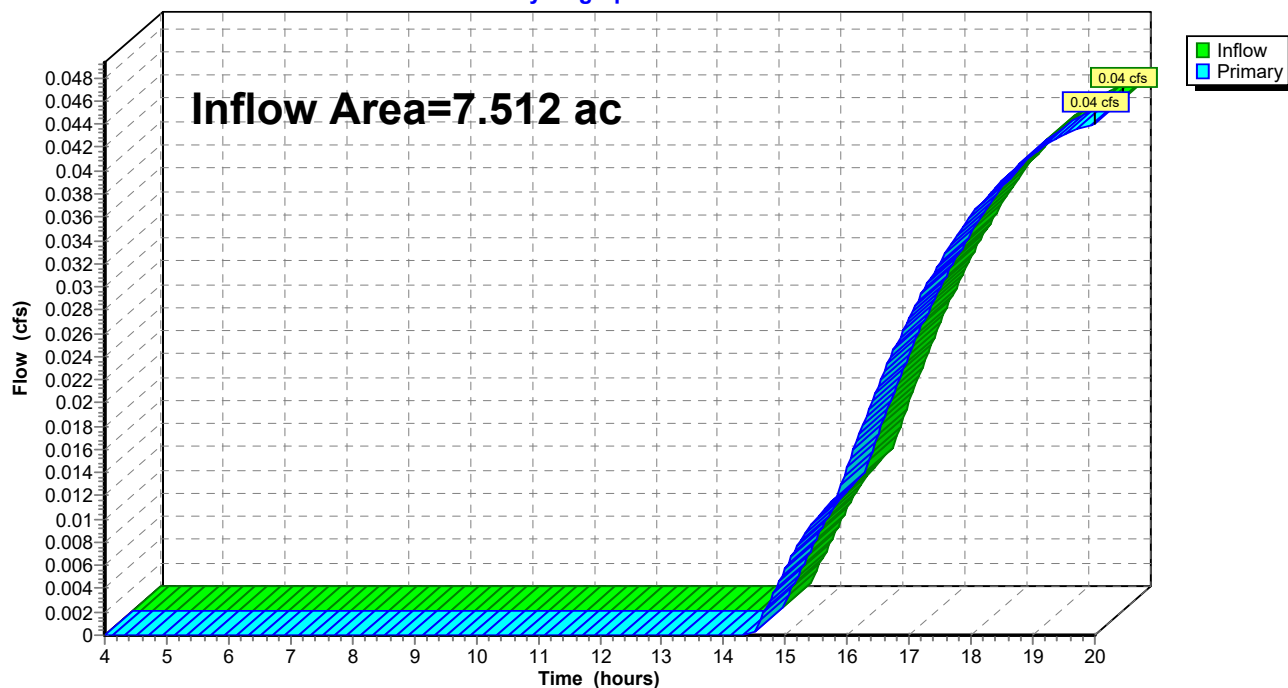
Summary for Link 1L: POST-NE

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth > 0.02" for 2 yr event
Inflow = 0.04 cfs @ 20.00 hrs, Volume= 0.012 af
Primary = 0.04 cfs @ 20.00 hrs, Volume= 0.012 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 1L: POST-NE

Hydrograph



24.0005 POST

MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Pond 1P: BMP

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth > 0.24" for 2 yr event
 Inflow = 1.16 cfs @ 12.46 hrs, Volume= 0.149 af
 Outflow = 0.07 cfs @ 20.00 hrs, Volume= 0.018 af, Atten= 94%, Lag= 452.4 min
 Discarded = 0.02 cfs @ 20.00 hrs, Volume= 0.006 af
 Primary = 0.04 cfs @ 20.00 hrs, Volume= 0.012 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,038.39' @ 20.00 hrs Surf.Area= 15,947 sf Storage= 5,691 cf

Plug-Flow detention time= 343.4 min calculated for 0.018 af (12% of inflow)
 Center-of-Mass det. time= 224.6 min (1,084.5 - 859.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1,038.00'	180,239 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,038.00	12,911	0	0
1,039.00	20,609	16,760	16,760
1,040.00	29,607	25,108	41,868
1,041.00	40,024	34,816	76,684
1,042.00	51,943	45,984	122,667
1,043.00	63,200	57,572	180,239

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,038.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,038.30'	18.0" Round RCP_Round 18" L= 235.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,038.30' / 1,034.50' S= 0.0162 ' / ' Cc= 0.900 n= 0.010, Flow Area= 1.77 sf
#3	Device 1	1,038.30'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,042.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,042.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

24.0005 POST

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Discarded OutFlow Max=0.02 cfs @ 20.00 hrs HW=1,038.39' (Free Discharge)

↑ **1=Exfiltration** (Passes 0.02 cfs of 0.11 cfs potential flow)

↑ **3=Orifice/Grate** (Orifice Controls 0.02 cfs @ 1.05 fps)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

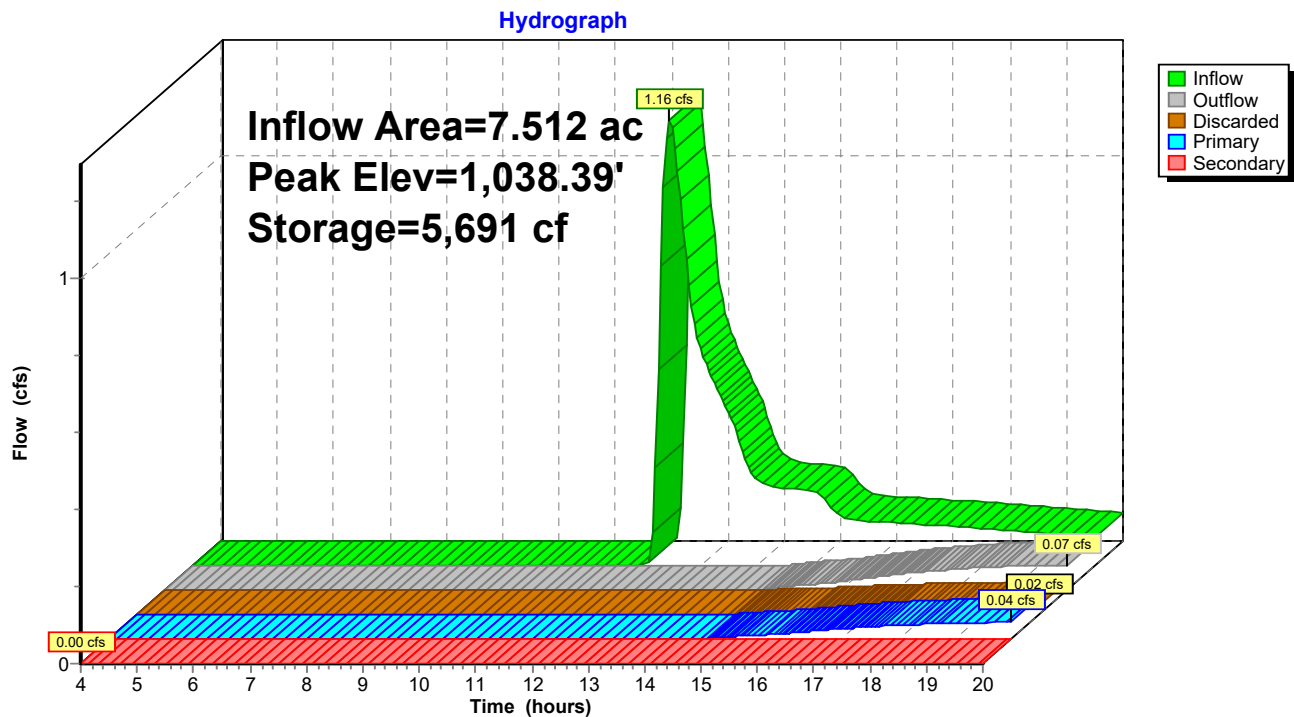
Primary OutFlow Max=0.04 cfs @ 20.00 hrs HW=1,038.39' (Free Discharge)

↑ **2=RCP_Round 18"** (Inlet Controls 0.04 cfs @ 0.92 fps)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,038.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 1P: BMP



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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Pond 2P: BMP

Inflow Area = 44.645 ac, 11.42% Impervious, Inflow Depth > 0.41" for 2 yr event
 Inflow = 14.95 cfs @ 12.14 hrs, Volume= 1.508 af
 Outflow = 2.14 cfs @ 14.09 hrs, Volume= 1.046 af, Atten= 86%, Lag= 116.9 min
 Discarded = 0.33 cfs @ 14.09 hrs, Volume= 0.188 af
 Primary = 1.81 cfs @ 14.09 hrs, Volume= 0.858 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,020.80' @ 14.09 hrs Surf.Area= 46,998 sf Storage= 33,709 cf

Plug-Flow detention time= 186.6 min calculated for 1.043 af (69% of inflow)
 Center-of-Mass det. time= 117.5 min (952.5 - 835.0)

Volume	Invert	Avail.Storage	Storage Description
#1	1,020.00'	355,671 cf	Bottom 1017 (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,020.00	37,120	0	0
1,021.00	49,445	43,283	43,283
1,022.00	58,955	54,200	97,483
1,023.00	78,274	68,615	166,097
1,024.00	94,767	86,521	252,618
1,025.00	111,339	103,053	355,671

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,020.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,020.00'	12.0" Round Culvert L= 162.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,020.00' / 1,018.59' S= 0.0087 ' /' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.79 sf
#3	Device 1	1,020.00'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,024.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,024.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Discarded OutFlow Max=0.33 cfs @ 14.09 hrs HW=1,020.80' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.33 cfs)

↑ **3=Orifice/Grate** (Passes 0.33 cfs of 0.33 cfs potential flow)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

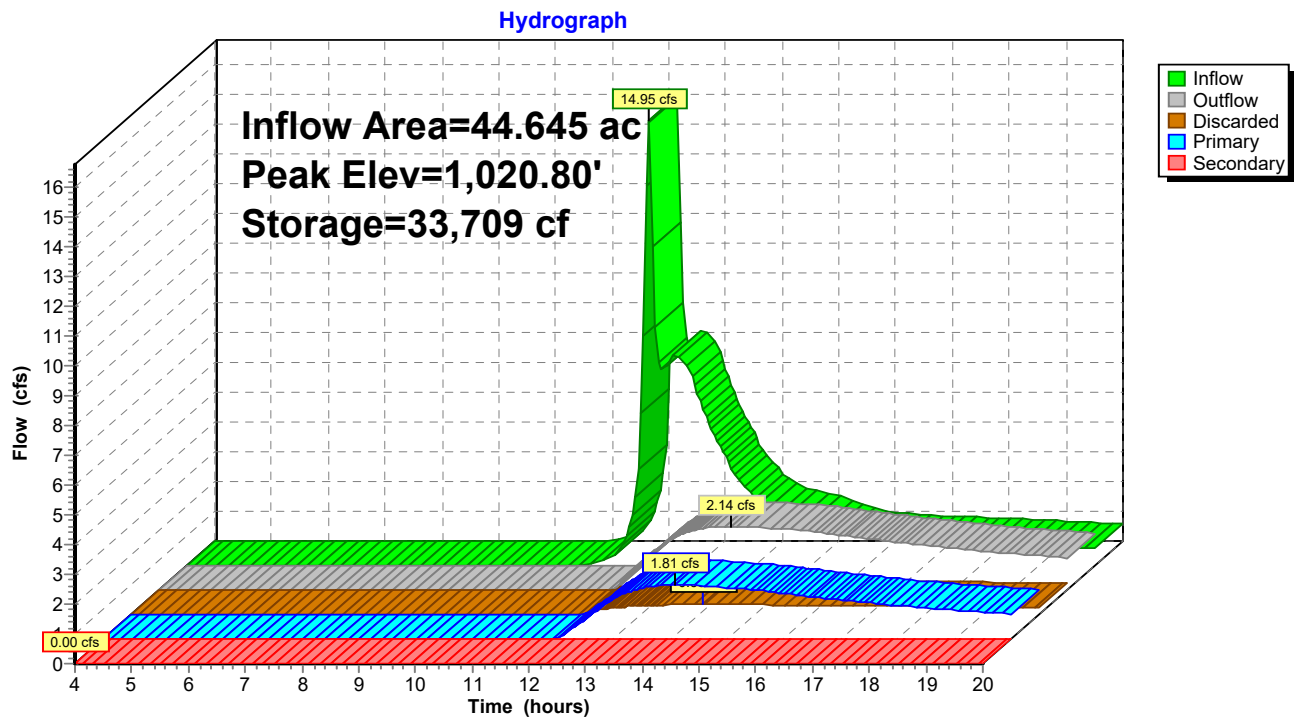
Primary OutFlow Max=1.81 cfs @ 14.09 hrs HW=1,020.80' (Free Discharge)

↑ **2=Culvert** (Inlet Controls 1.81 cfs @ 2.69 fps)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,020.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 2P: BMP



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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment NE-1: NE-1

Runoff = 1.16 cfs @ 12.46 hrs, Volume= 0.149 af, Depth> 0.24"

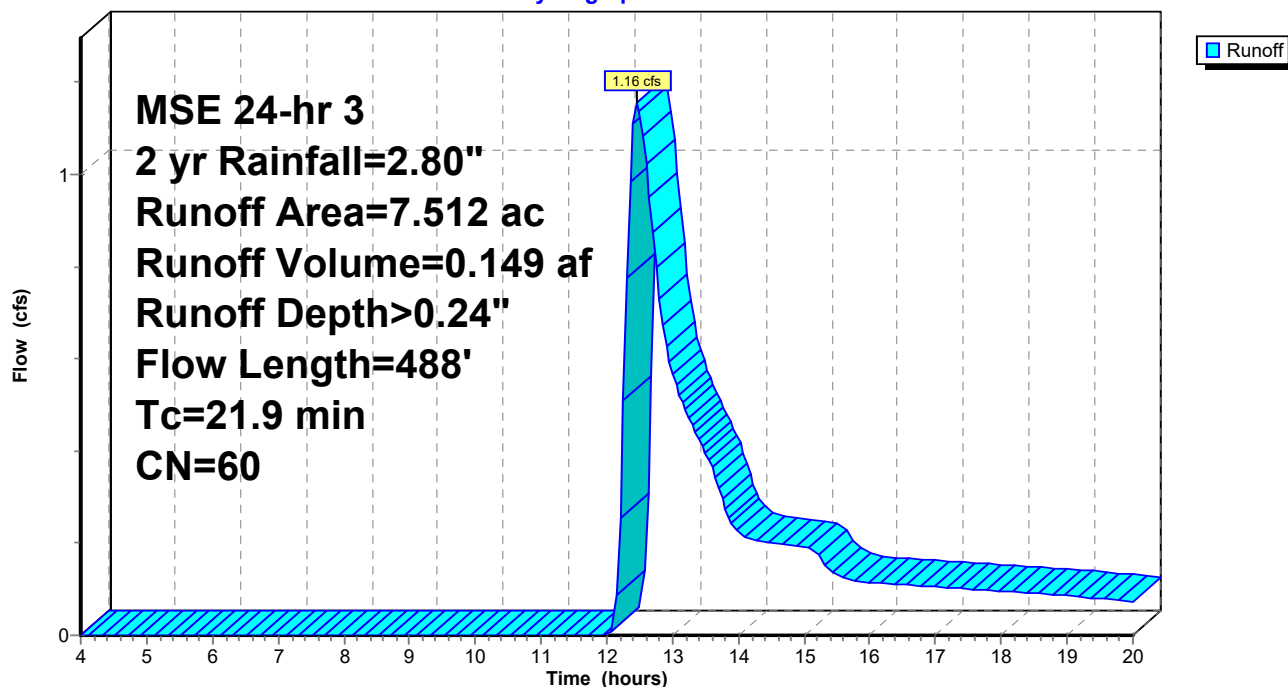
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
7.144	58	Meadow, non-grazed, HSG B
0.290	98	Water Surface, HSG B
0.078	98	Roofs, HSG B
7.512	60	Weighted Average
7.144		95.10% Pervious Area
0.368		4.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment NE-1: NE-1

Hydrograph



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Summary for Subcatchment OS-1: OS-1

Runoff = 19.06 cfs @ 12.51 hrs, Volume= 2.018 af, Depth> 0.52"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
6.996	98	Paved parking, HSG B
11.461	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
14.563	58	Meadow, non-grazed, HSG B
2.943	98	Roofs, HSG B
* 1.436	85	Paths, HSG B
46.392	69	Weighted Average
36.453		78.58% Pervious Area
9.939		21.42% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
9.9	491	0.1260	0.83	6.65	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 16.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
8.3	954	0.1470	1.92		Shallow Concentrated Flow, Shallow. Conc. Flow-Woods Woodland Kv= 5.0 fps
31.1	1,545	Total			

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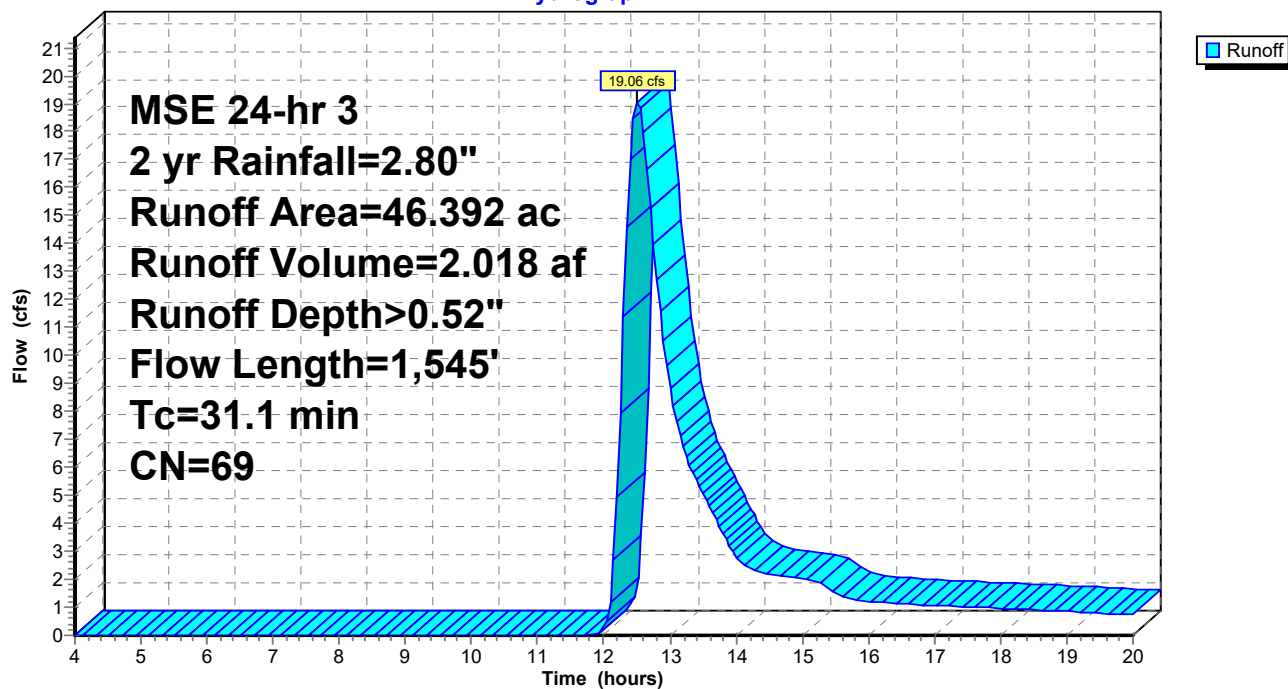
MSE 24-hr 3 2 yr Rainfall=2.80"

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Subcatchment OS-1: OS-1

Hydrograph



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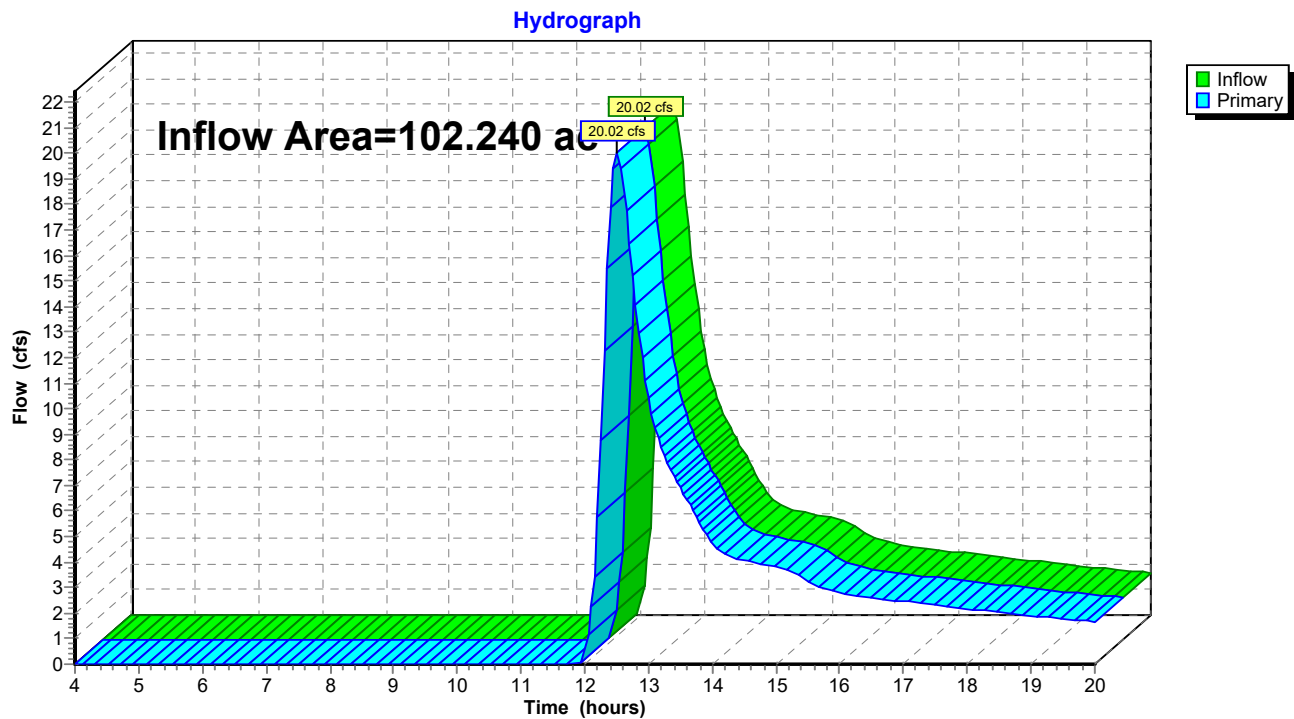
Page 28

Summary for Link POST: POST TOTAL

Inflow Area = 102.240 ac, 15.16% Impervious, Inflow Depth > 0.35" for 2 yr event
Inflow = 20.02 cfs @ 12.51 hrs, Volume= 2.955 af
Primary = 20.02 cfs @ 12.51 hrs, Volume= 2.955 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link POST: POST TOTAL



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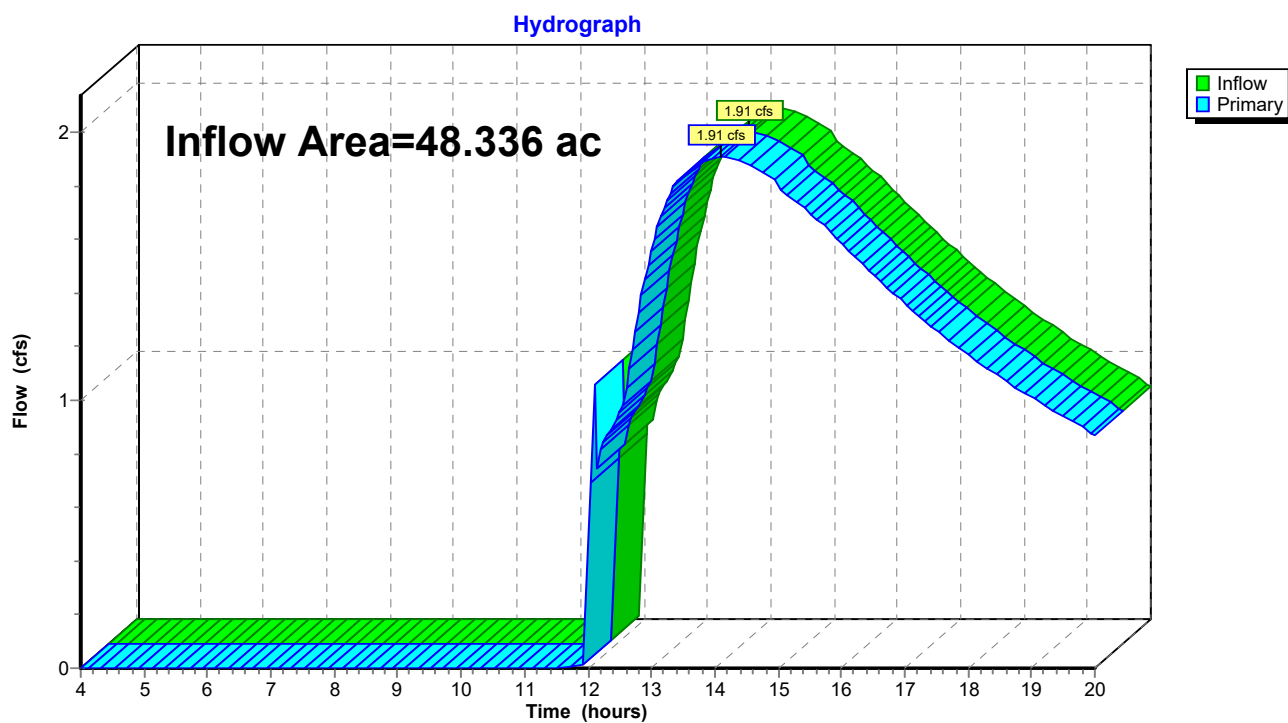
Page 29

Summary for Link Post-Dev: POST-RACKET

Inflow Area = 48.336 ac, 10.75% Impervious, Inflow Depth > 0.23" for 2 yr event
Inflow = 1.91 cfs @ 14.08 hrs, Volume= 0.925 af
Primary = 1.91 cfs @ 14.08 hrs, Volume= 0.925 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: POST-RACKET



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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment RA-1: RA-1

Runoff = 2.50 cfs @ 12.65 hrs, Volume= 0.313 af, Depth> 0.48"

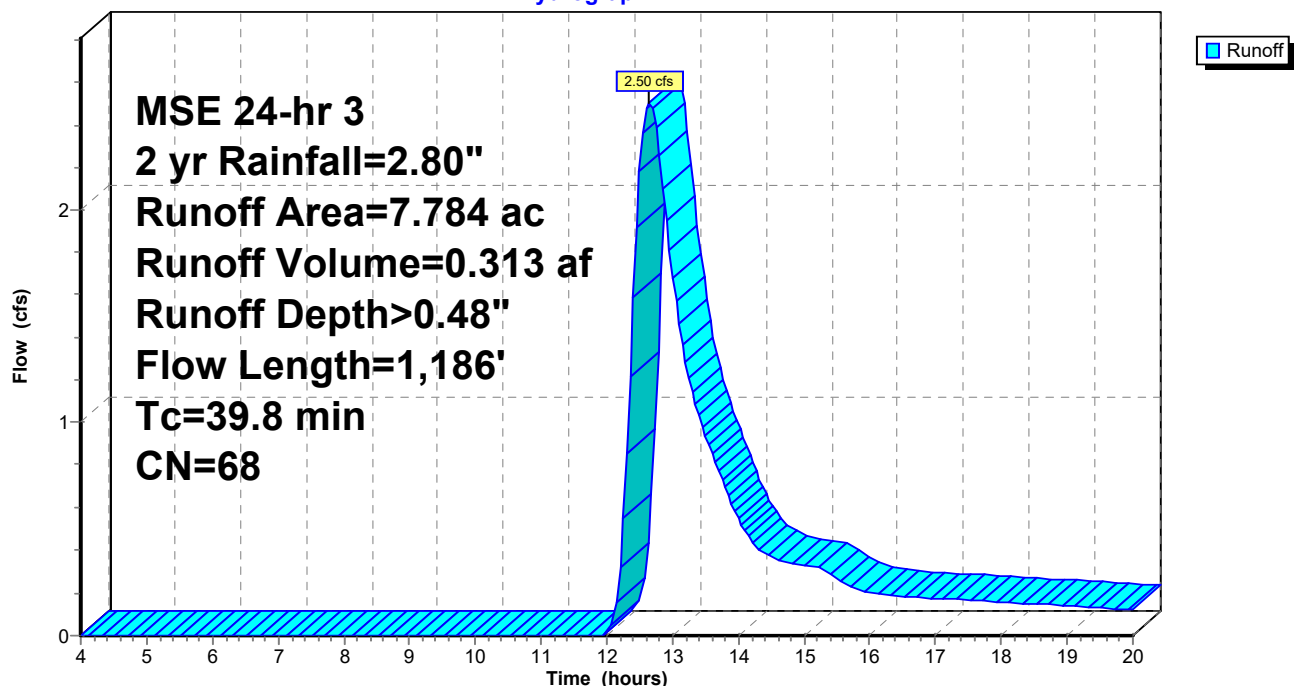
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
9.1	540	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.8	546	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.8	1,186	Total			

Subcatchment RA-1: RA-1

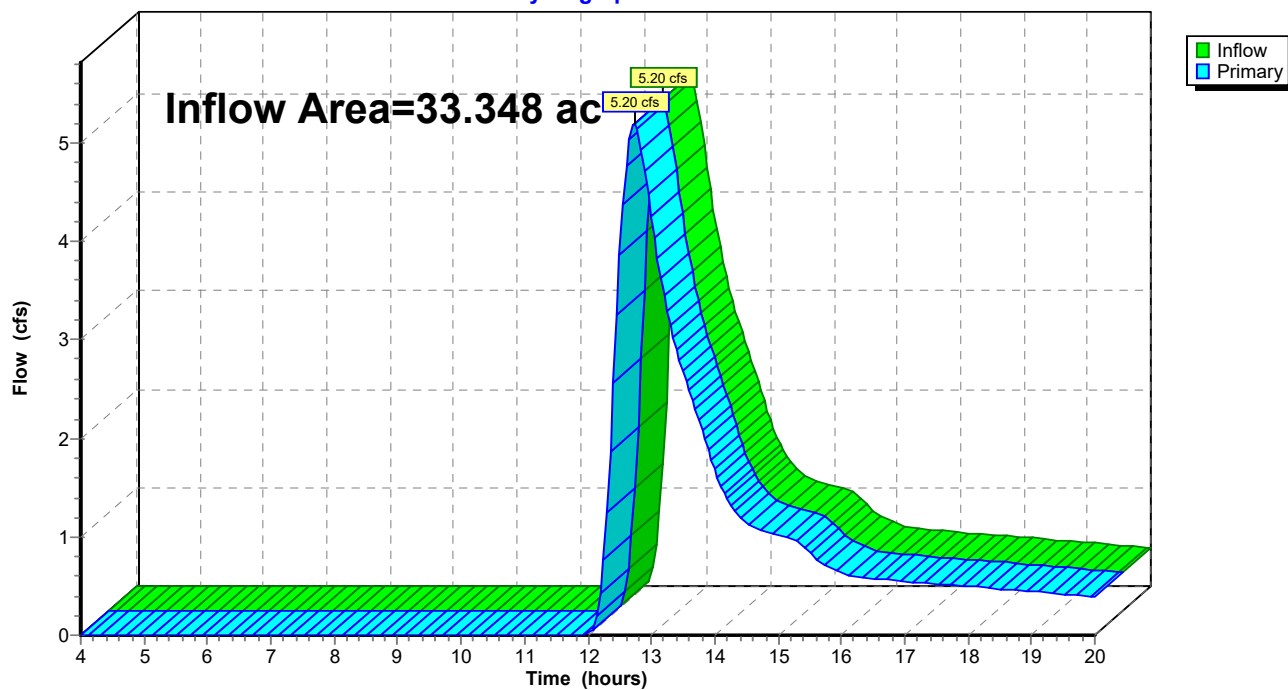
Hydrograph



Summary for Link RA-1-2: RA1-2

Inflow Area = 33.348 ac, 3.72% Impervious, Inflow Depth > 0.29" for 2 yr event
Inflow = 5.20 cfs @ 12.73 hrs, Volume= 0.813 af
Primary = 5.20 cfs @ 12.73 hrs, Volume= 0.813 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-1-2: RA1-2**Hydrograph**

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment RA-2: RA-2

Runoff = 2.85 cfs @ 12.81 hrs, Volume= 0.500 af, Depth> 0.23"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
24.264	58	Meadow, non-grazed, HSG B
0.980	98	Water Surface, HSG B
0.320	61	>75% Grass cover, Good, HSG B
25.564	60	Weighted Average
24.584		96.17% Pervious Area
0.980		3.83% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.9	100	0.0180	0.10		Sheet Flow, Sheet Flow-Grass Grass: Dense n= 0.240 P2= 2.80"
22.3	739	0.0200	0.55	10.48	Channel Flow, Chan. Flow-Grass Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.240 Sheet flow over Dense Grass
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shal. Conc. Flow-Meadow Unpaved Kv= 16.1 fps
3.2	232	0.0259	1.21	9.68	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.130 Sheet flow over Range
43.6	1,302	Total			

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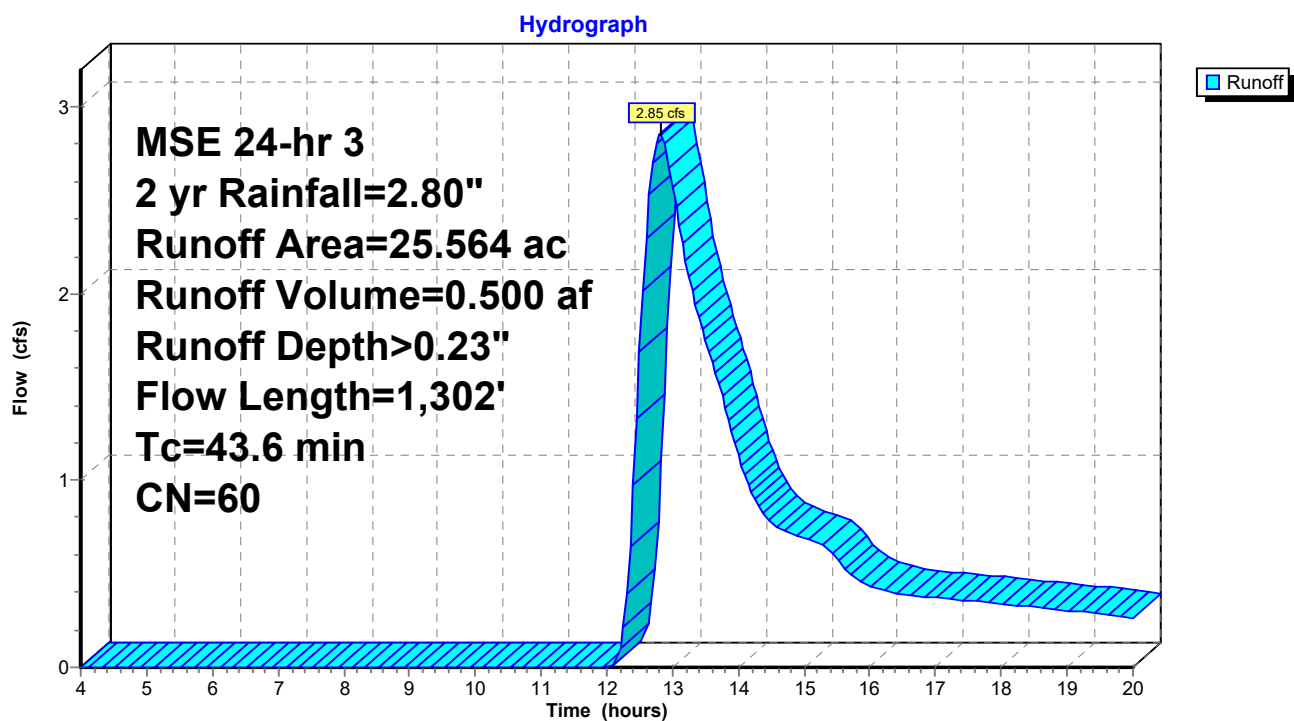
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MSE 24-hr 3 2 yr Rainfall=2.80"

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Subcatchment RA-2: RA-2



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Summary for Subcatchment RA-3: RA-3

Runoff = 1.13 cfs @ 12.17 hrs, Volume= 0.087 af, Depth> 0.24"

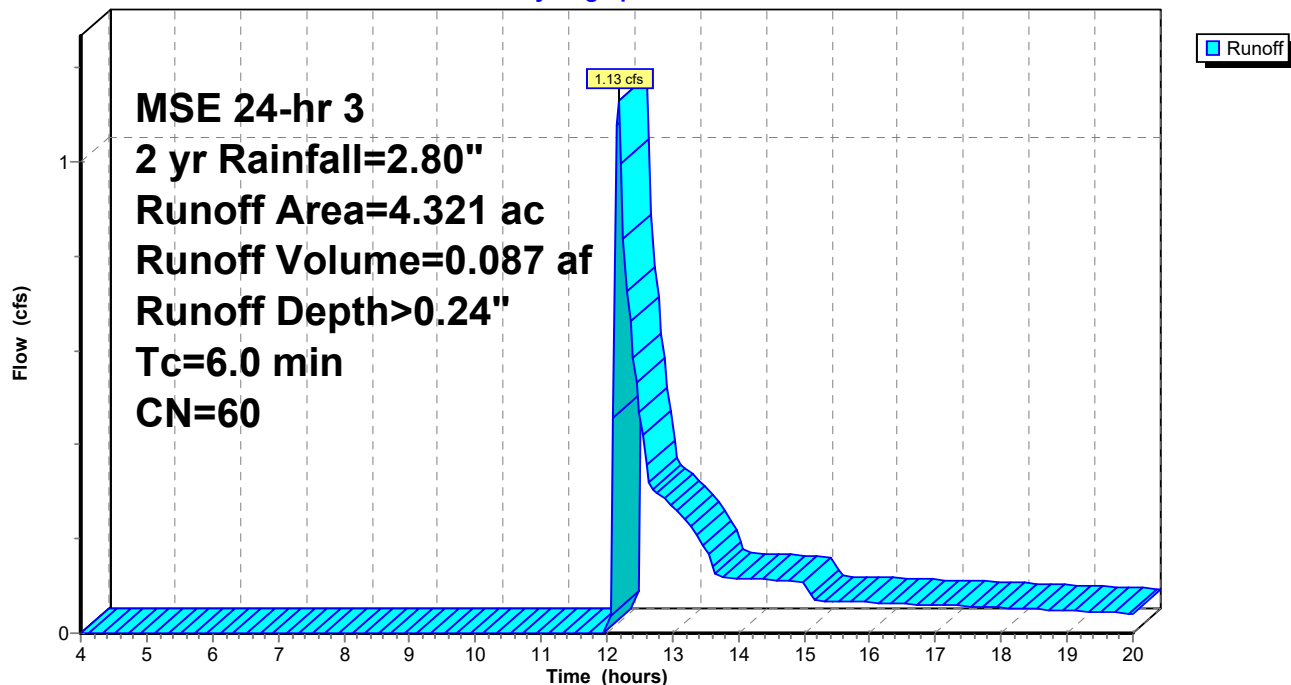
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
1.800	58	Meadow, non-grazed, HSG B
2.331	58	Meadow, non-grazed, HSG B
0.190	98	Paved parking, HSG B
4.321	60	Weighted Average
4.131		95.60% Pervious Area
0.190		4.40% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-3: RA-3

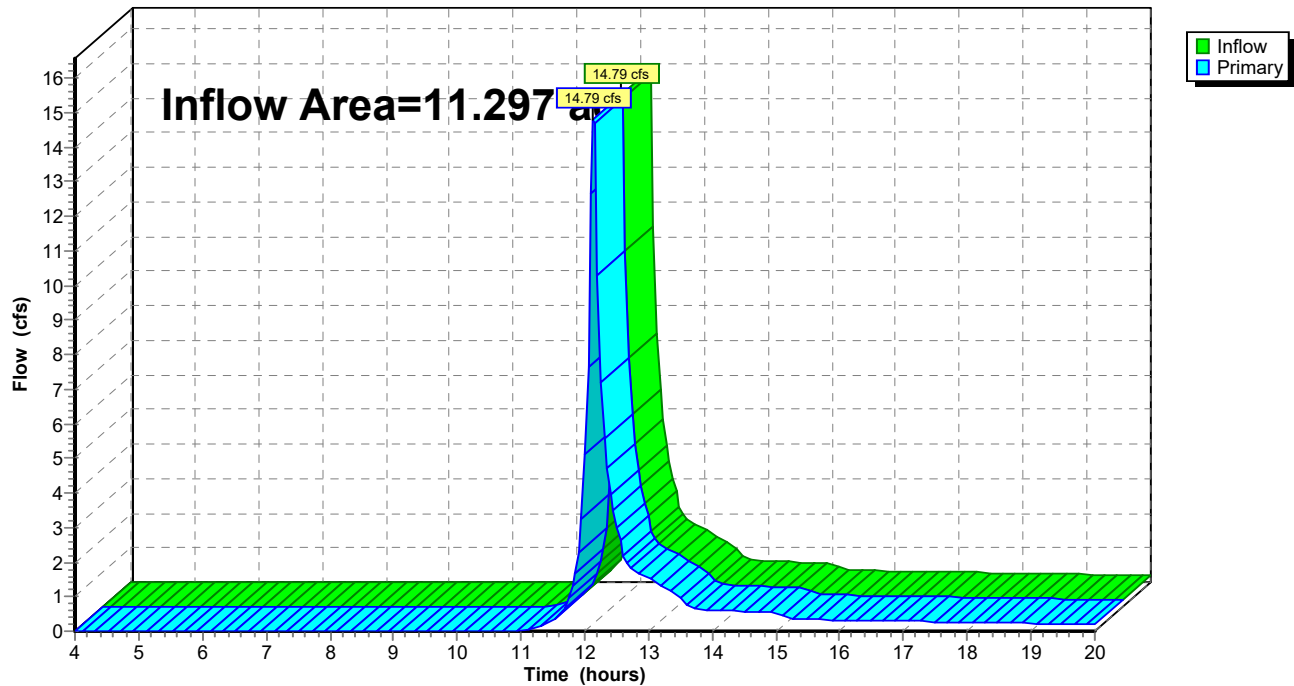
Hydrograph



Summary for Link RA-3-4: RA-3-4

Inflow Area = 11.297 ac, 34.17% Impervious, Inflow Depth > 0.74" for 2 yr event
Inflow = 14.79 cfs @ 12.14 hrs, Volume= 0.696 af
Primary = 14.79 cfs @ 12.14 hrs, Volume= 0.696 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-3-4: RA-3-4**Hydrograph**

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment RA-4: RA-4

Runoff = 13.79 cfs @ 12.14 hrs, Volume= 0.609 af, Depth> 1.05"

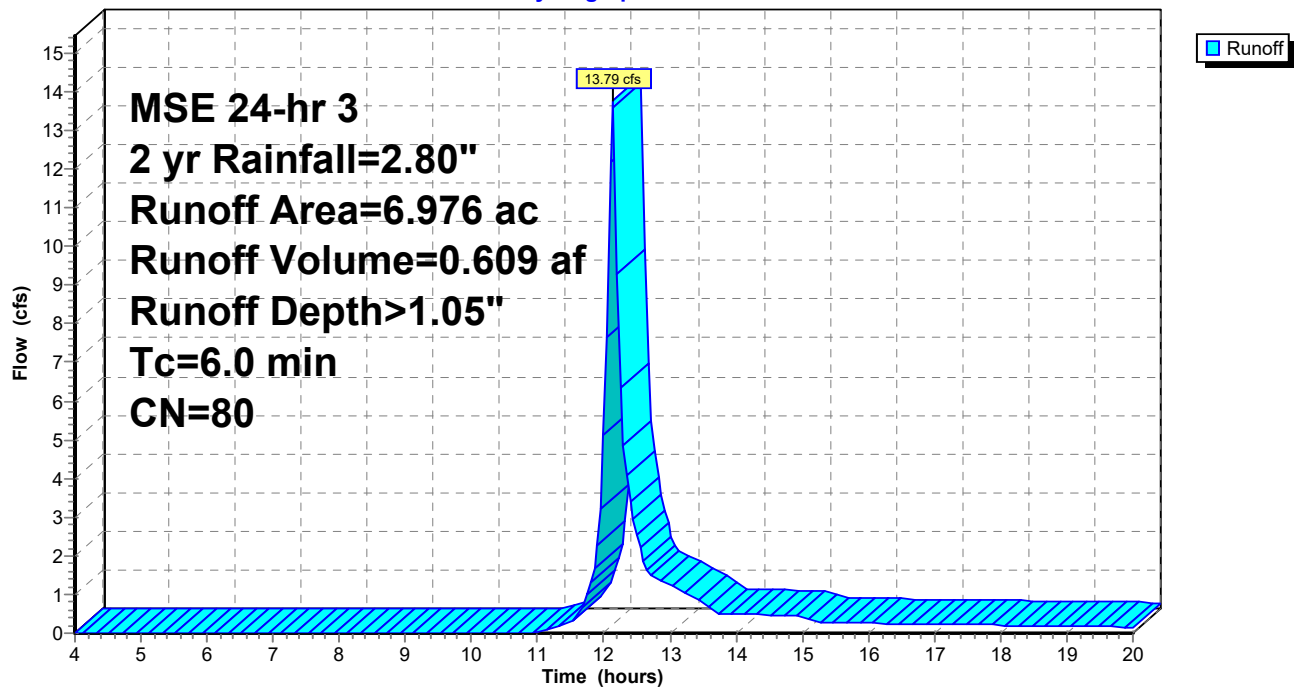
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
* 3.670	98	Impervious Area
1.400	61	>75% Grass cover, Good, HSG B
1.906	58	Meadow, non-grazed, HSG B
6.976	80	Weighted Average
3.306		47.39% Pervious Area
3.670		52.61% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-4: RA-4

Hydrograph



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MSE 24-hr 3 2 yr Rainfall=2.80"

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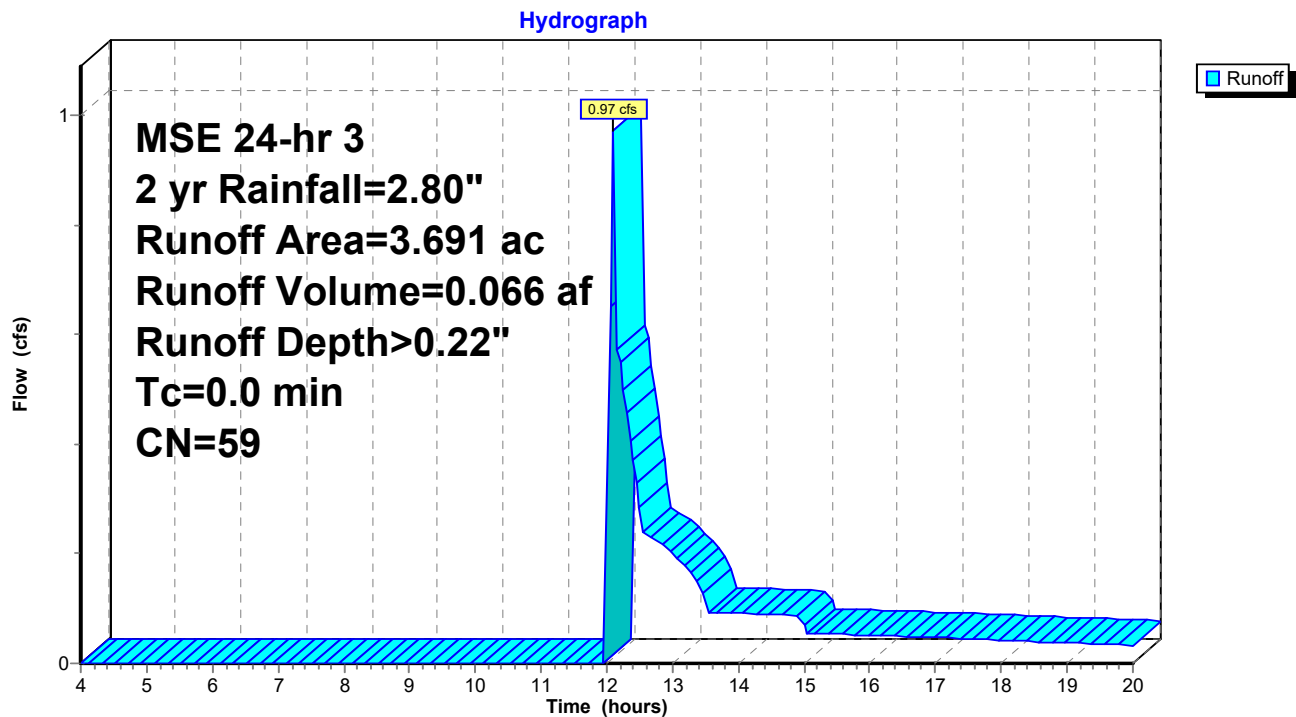
Page 37

Summary for Subcatchment UND: UND

Runoff = 0.97 cfs @ 12.10 hrs, Volume= 0.066 af, Depth> 0.22"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
3.593	58	Meadow, non-grazed, HSG B
0.098	98	Paved parking, HSG B
3.691	59	Weighted Average
3.593		97.34% Pervious Area
0.098		2.66% Impervious Area

Subcatchment UND: UND

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MSE 24-hr 3 10 yr Rainfall=3.97"

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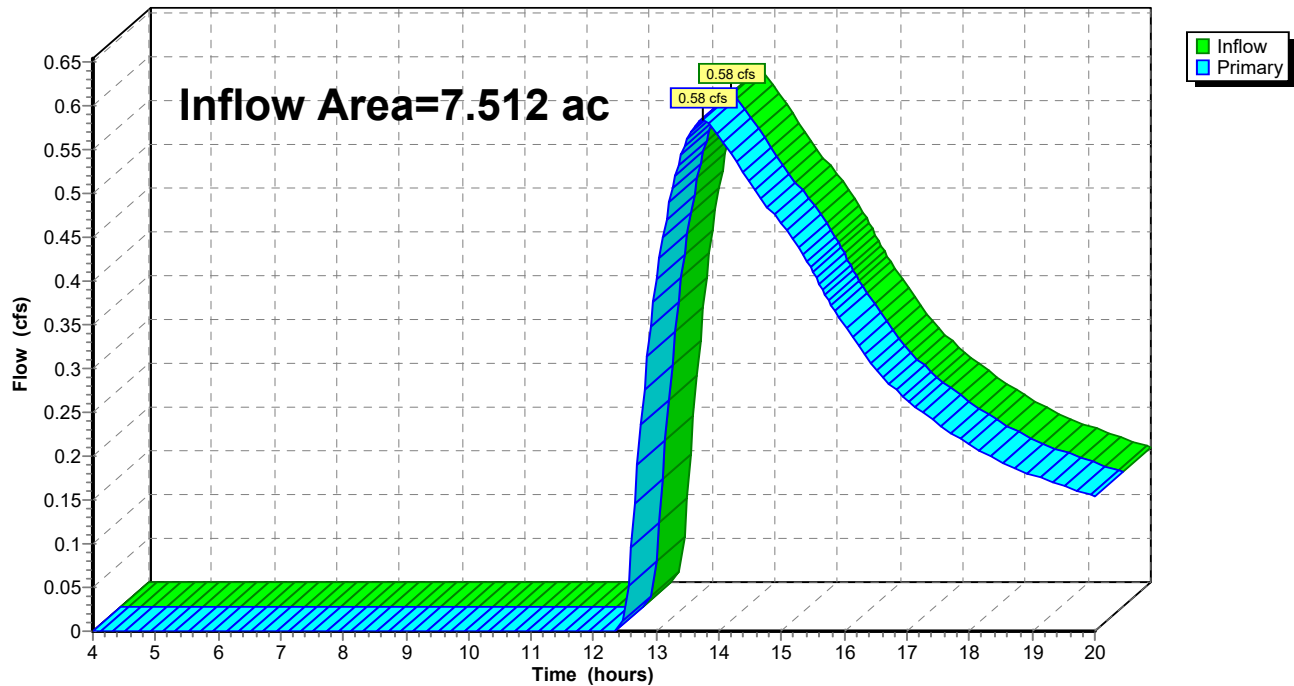
Summary for Link 1L: POST-NE

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth > 0.33" for 10 yr event
Inflow = 0.58 cfs @ 13.74 hrs, Volume= 0.205 af
Primary = 0.58 cfs @ 13.74 hrs, Volume= 0.205 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 1L: POST-NE

Hydrograph



24.0005 POST

MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Pond 1P: BMP

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth > 0.69" for 10 yr event
 Inflow = 4.84 cfs @ 12.38 hrs, Volume= 0.433 af
 Outflow = 0.71 cfs @ 13.74 hrs, Volume= 0.270 af, Atten= 85%, Lag= 82.0 min
 Discarded = 0.13 cfs @ 13.74 hrs, Volume= 0.066 af
 Primary = 0.58 cfs @ 13.74 hrs, Volume= 0.205 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,038.66' @ 13.74 hrs Surf.Area= 17,980 sf Storage= 10,170 cf

Plug-Flow detention time= 180.4 min calculated for 0.270 af (62% of inflow)
 Center-of-Mass det. time= 106.7 min (939.5 - 832.8)

Volume	Invert	Avail.Storage	Storage Description
#1	1,038.00'	180,239 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,038.00	12,911	0	0
1,039.00	20,609	16,760	16,760
1,040.00	29,607	25,108	41,868
1,041.00	40,024	34,816	76,684
1,042.00	51,943	45,984	122,667
1,043.00	63,200	57,572	180,239

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,038.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,038.30'	18.0" Round RCP_Round 18" L= 235.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,038.30' / 1,034.50' S= 0.0162 '/' Cc= 0.900 n= 0.010, Flow Area= 1.77 sf
#3	Device 1	1,038.30'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,042.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,042.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Discarded OutFlow Max=0.13 cfs @ 13.74 hrs HW=1,038.66' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.13 cfs)

↑ **3=Orifice/Grate** (Passes 0.13 cfs of 0.18 cfs potential flow)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

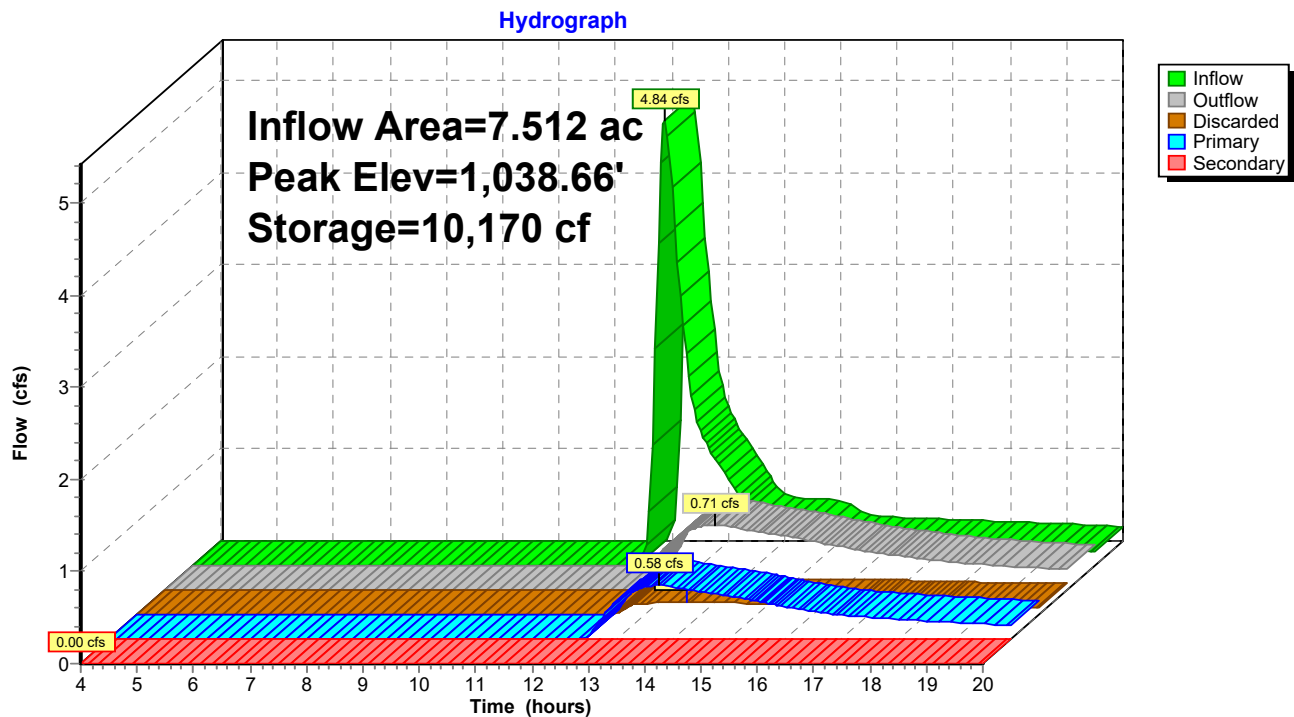
Primary OutFlow Max=0.58 cfs @ 13.74 hrs HW=1,038.66' (Free Discharge)

↑ **2=RCP_Round 18"** (Inlet Controls 0.58 cfs @ 1.80 fps)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,038.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 1P: BMP



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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Pond 2P: BMP

Inflow Area = 44.645 ac, 11.42% Impervious, Inflow Depth > 0.95" for 10 yr event
 Inflow = 31.63 cfs @ 12.14 hrs, Volume= 3.546 af
 Outflow = 4.25 cfs @ 14.18 hrs, Volume= 2.406 af, Atten= 87%, Lag= 122.2 min
 Discarded = 0.40 cfs @ 14.18 hrs, Volume= 0.250 af
 Primary = 3.85 cfs @ 14.18 hrs, Volume= 2.156 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,021.83' @ 14.18 hrs Surf.Area= 57,333 sf Storage= 87,569 cf

Plug-Flow detention time= 203.2 min calculated for 2.406 af (68% of inflow)
 Center-of-Mass det. time= 137.7 min (960.6 - 822.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1,020.00'	355,671 cf	Bottom 1017 (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,020.00	37,120	0	0
1,021.00	49,445	43,283	43,283
1,022.00	58,955	54,200	97,483
1,023.00	78,274	68,615	166,097
1,024.00	94,767	86,521	252,618
1,025.00	111,339	103,053	355,671

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,020.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,020.00'	12.0" Round Culvert L= 162.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,020.00' / 1,018.59' S= 0.0087 ' /' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.79 sf
#3	Device 1	1,020.00'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,024.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,024.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Discarded OutFlow Max=0.40 cfs @ 14.18 hrs HW=1,021.83' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.40 cfs)

↑ **3=Orifice/Grate** (Passes 0.40 cfs of 0.54 cfs potential flow)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

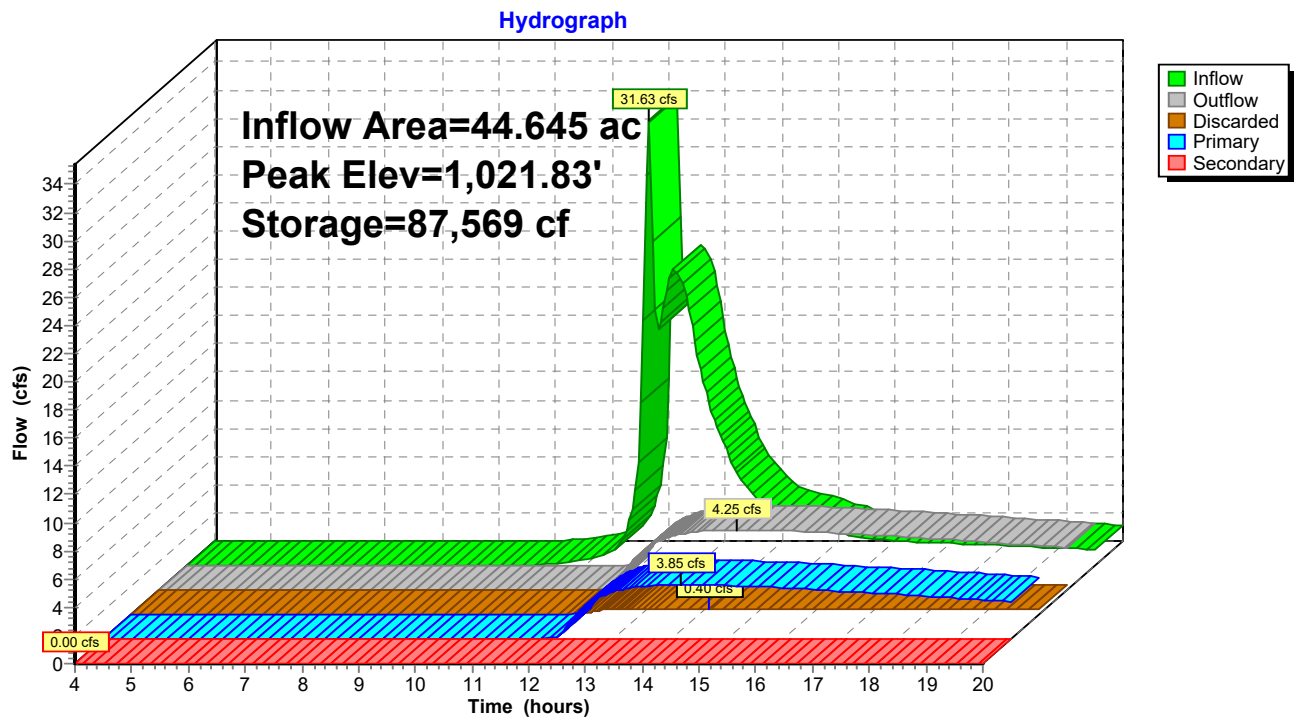
Primary OutFlow Max=3.85 cfs @ 14.18 hrs HW=1,021.83' (Free Discharge)

↑ **2=Culvert** (Inlet Controls 3.85 cfs @ 4.90 fps)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,020.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 2P: BMP



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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment NE-1: NE-1

Runoff = 4.84 cfs @ 12.38 hrs, Volume= 0.433 af, Depth> 0.69"

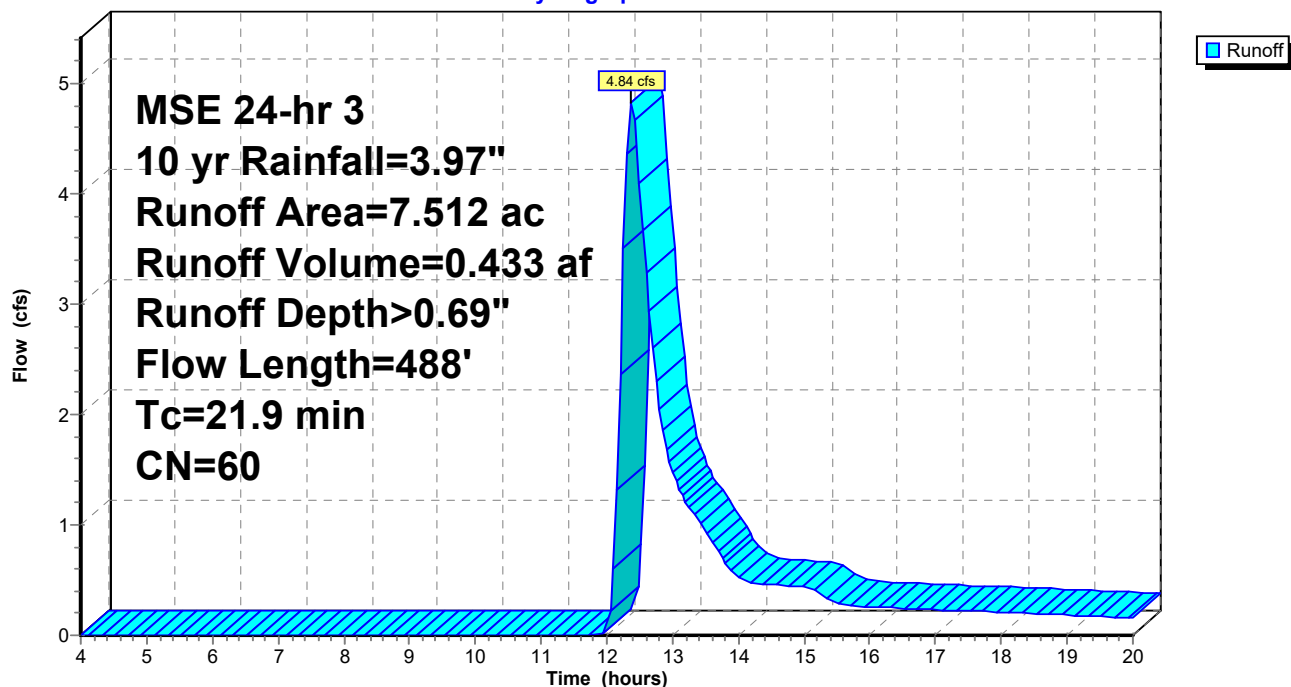
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
7.144	58	Meadow, non-grazed, HSG B
0.290	98	Water Surface, HSG B
0.078	98	Roofs, HSG B
7.512	60	Weighted Average
7.144		95.10% Pervious Area
0.368		4.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment NE-1: NE-1

Hydrograph



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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment OS-1: OS-1

Runoff = 47.64 cfs @ 12.47 hrs, Volume= 4.515 af, Depth> 1.17"

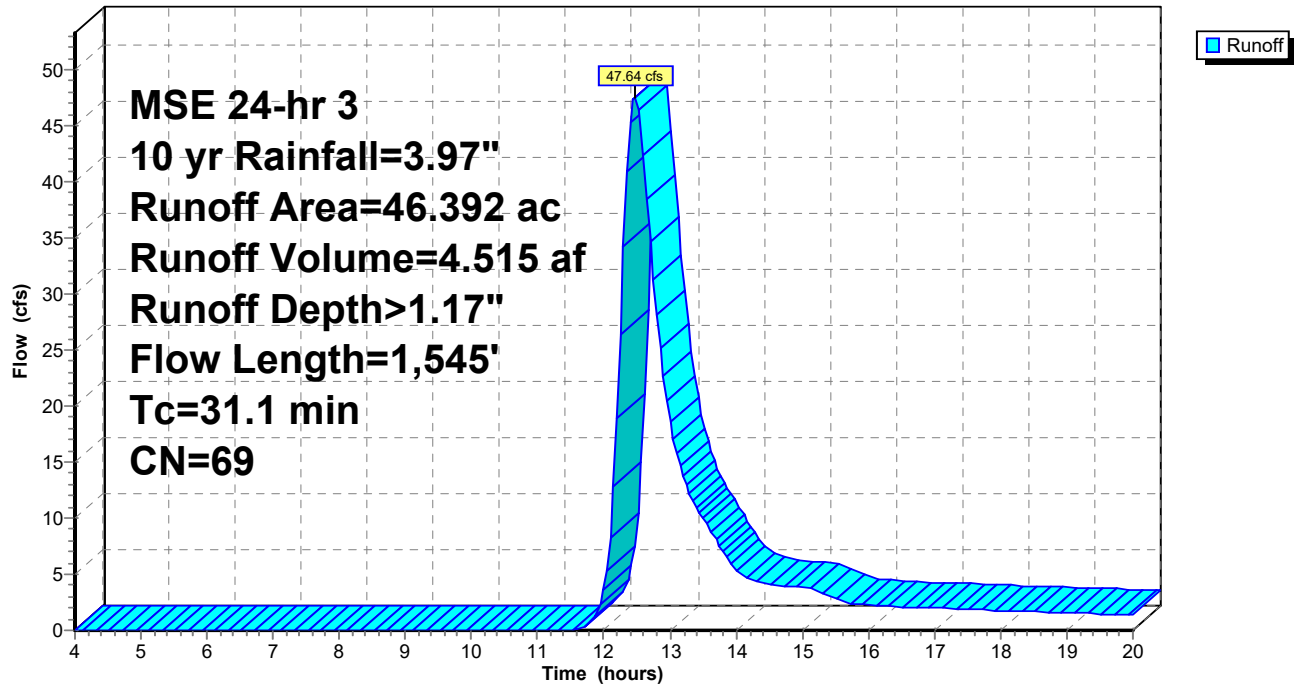
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
6.996	98	Paved parking, HSG B
11.461	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
14.563	58	Meadow, non-grazed, HSG B
2.943	98	Roofs, HSG B
* 1.436	85	Paths, HSG B
46.392	69	Weighted Average
36.453		78.58% Pervious Area
9.939		21.42% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
9.9	491	0.1260	0.83	6.65	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 16.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
8.3	954	0.1470	1.92		Shallow Concentrated Flow, Shallow. Conc. Flow-Woods Woodland Kv= 5.0 fps
31.1	1,545	Total			

Subcatchment OS-1: OS-1

Hydrograph



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MSE 24-hr 3 10 yr Rainfall=3.97"

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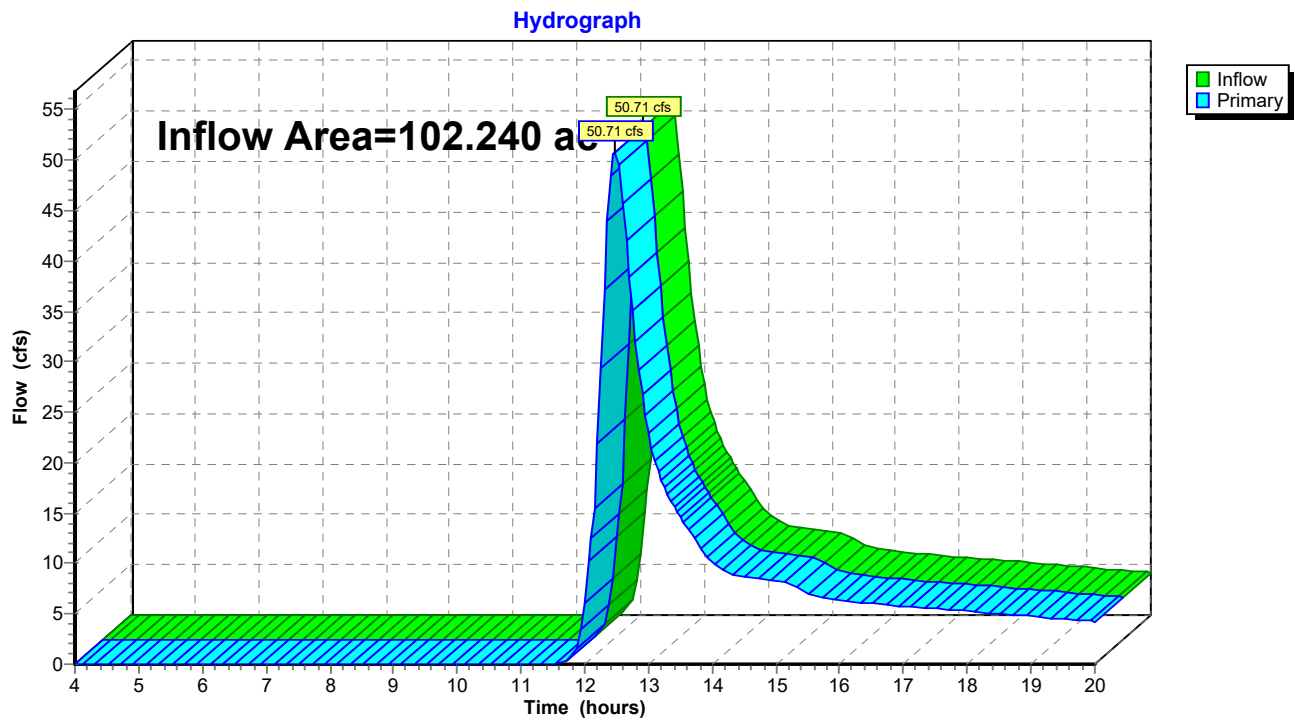
Page 46

Summary for Link POST: POST TOTAL

Inflow Area = 102.240 ac, 15.16% Impervious, Inflow Depth > 0.83" for 10 yr event
Inflow = 50.71 cfs @ 12.47 hrs, Volume= 7.076 af
Primary = 50.71 cfs @ 12.47 hrs, Volume= 7.076 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link POST: POST TOTAL



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MSE 24-hr 3 10 yr Rainfall=3.97"

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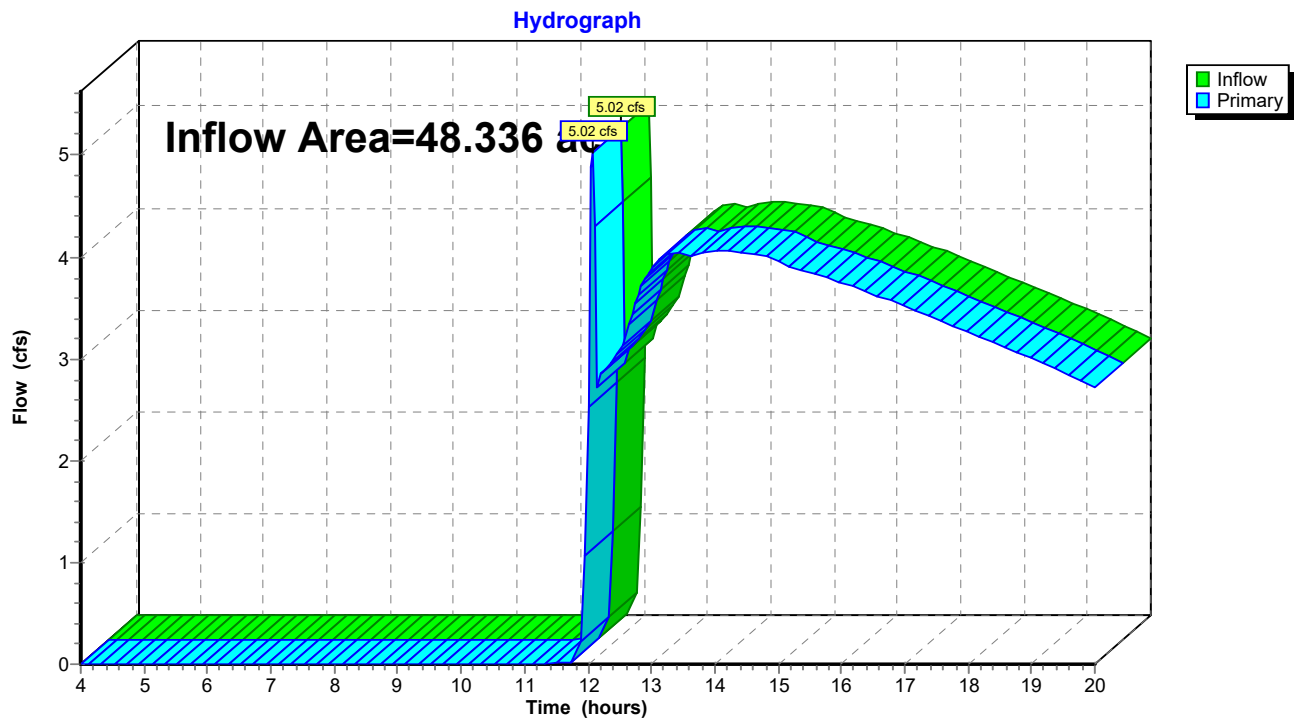
Page 47

Summary for Link Post-Dev: POST-RACKET

Inflow Area = 48.336 ac, 10.75% Impervious, Inflow Depth > 0.58" for 10 yr event
Inflow = 5.02 cfs @ 12.07 hrs, Volume= 2.356 af
Primary = 5.02 cfs @ 12.07 hrs, Volume= 2.356 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: POST-RACKET



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Summary for Subcatchment RA-1: RA-1

Runoff = 6.48 cfs @ 12.60 hrs, Volume= 0.717 af, Depth> 1.11"

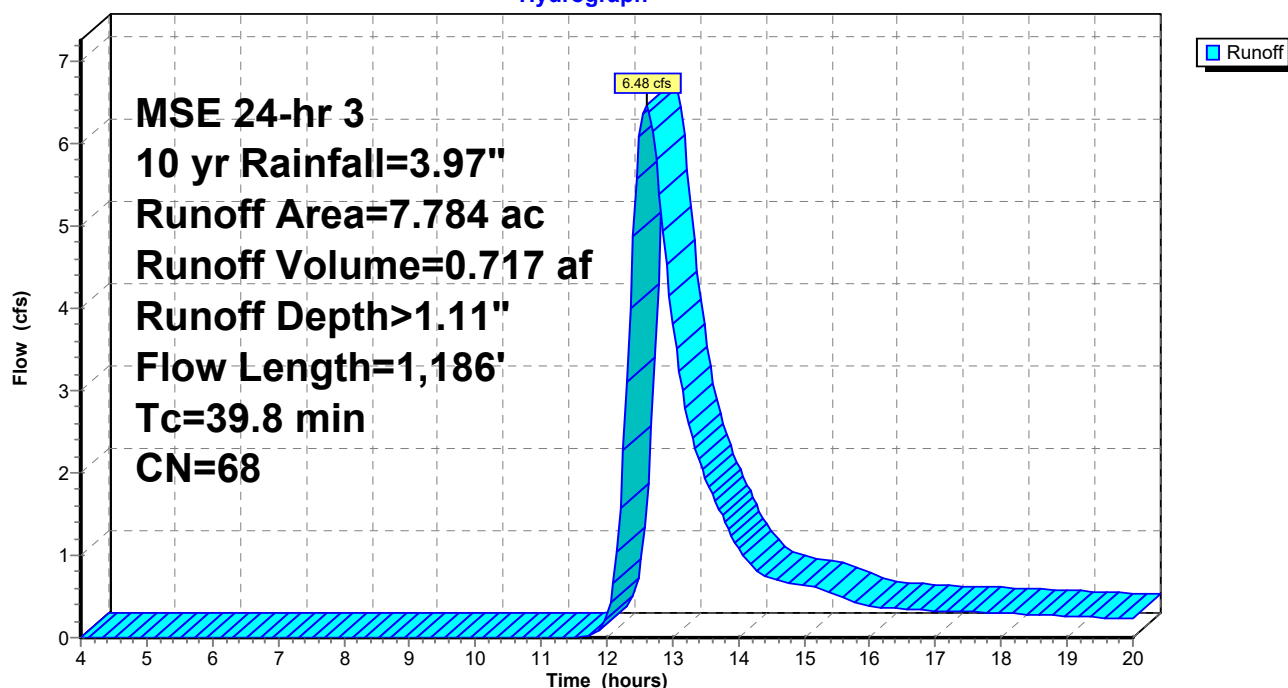
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
9.1	540	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.8	546	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.8	1,186	Total			

Subcatchment RA-1: RA-1

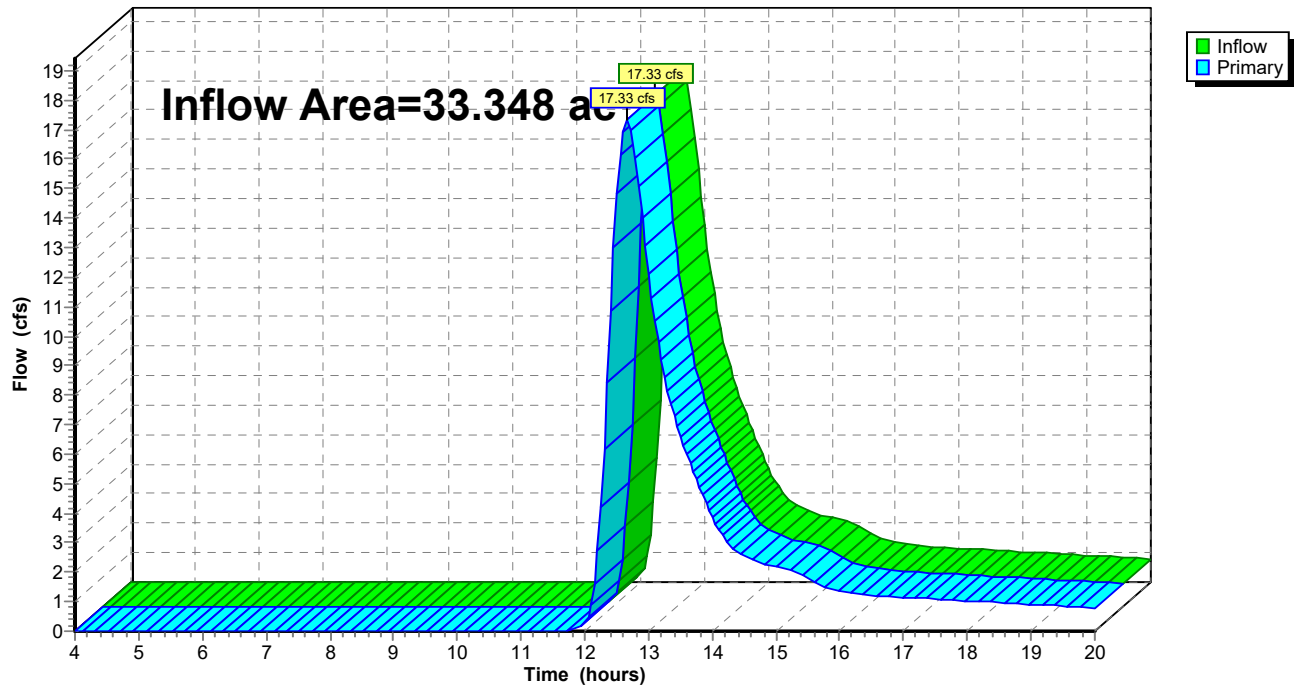
Hydrograph



Summary for Link RA-1-2: RA1-2

Inflow Area = 33.348 ac, 3.72% Impervious, Inflow Depth > 0.78" for 10 yr event
Inflow = 17.33 cfs @ 12.66 hrs, Volume= 2.174 af
Primary = 17.33 cfs @ 12.66 hrs, Volume= 2.174 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-1-2: RA1-2**Hydrograph**

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment RA-2: RA-2

Runoff = 11.05 cfs @ 12.71 hrs, Volume= 1.457 af, Depth> 0.68"

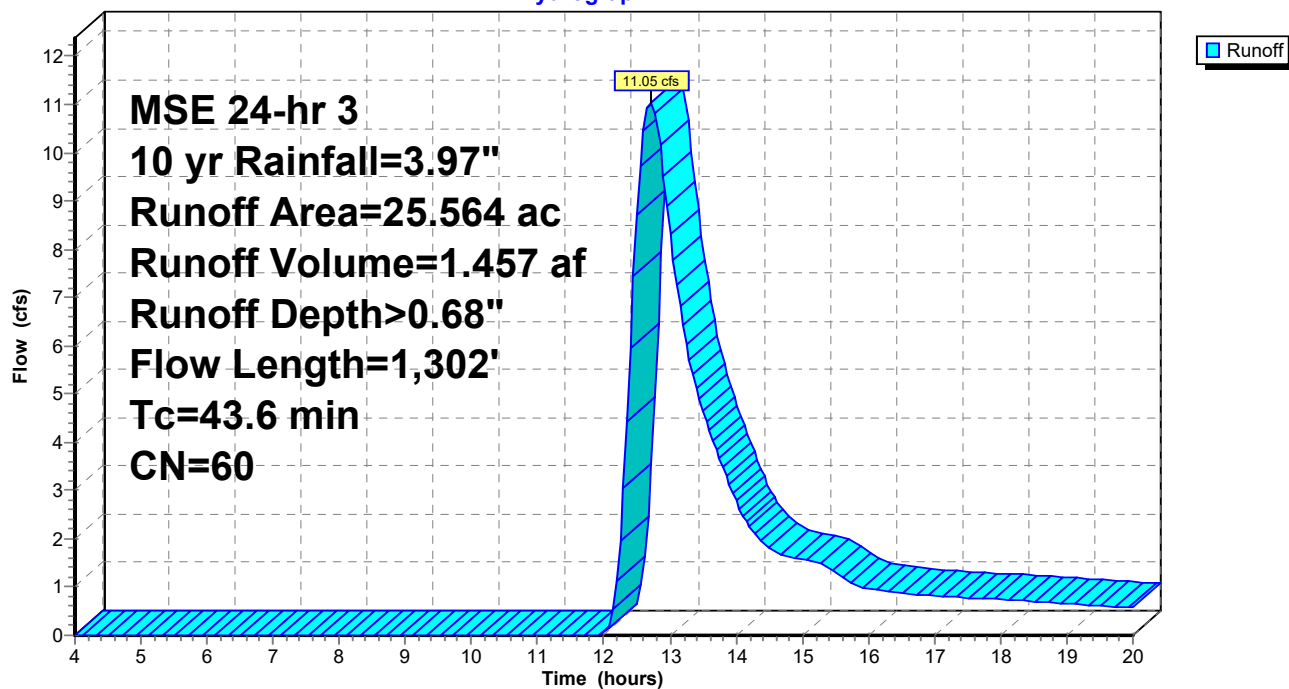
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
24.264	58	Meadow, non-grazed, HSG B
0.980	98	Water Surface, HSG B
0.320	61	>75% Grass cover, Good, HSG B
25.564	60	Weighted Average
24.584		96.17% Pervious Area
0.980		3.83% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.9	100	0.0180	0.10		Sheet Flow, Sheet Flow-Grass Grass: Dense n= 0.240 P2= 2.80"
22.3	739	0.0200	0.55	10.48	Channel Flow, Chan. Flow-Grass Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.240 Sheet flow over Dense Grass
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shal. Conc. Flow-Meadow Unpaved Kv= 16.1 fps
3.2	232	0.0259	1.21	9.68	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.130 Sheet flow over Range
43.6	1,302	Total			

Subcatchment RA-2: RA-2

Hydrograph



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Summary for Subcatchment RA-3: RA-3

Runoff = 5.13 cfs @ 12.15 hrs, Volume= 0.251 af, Depth> 0.70"

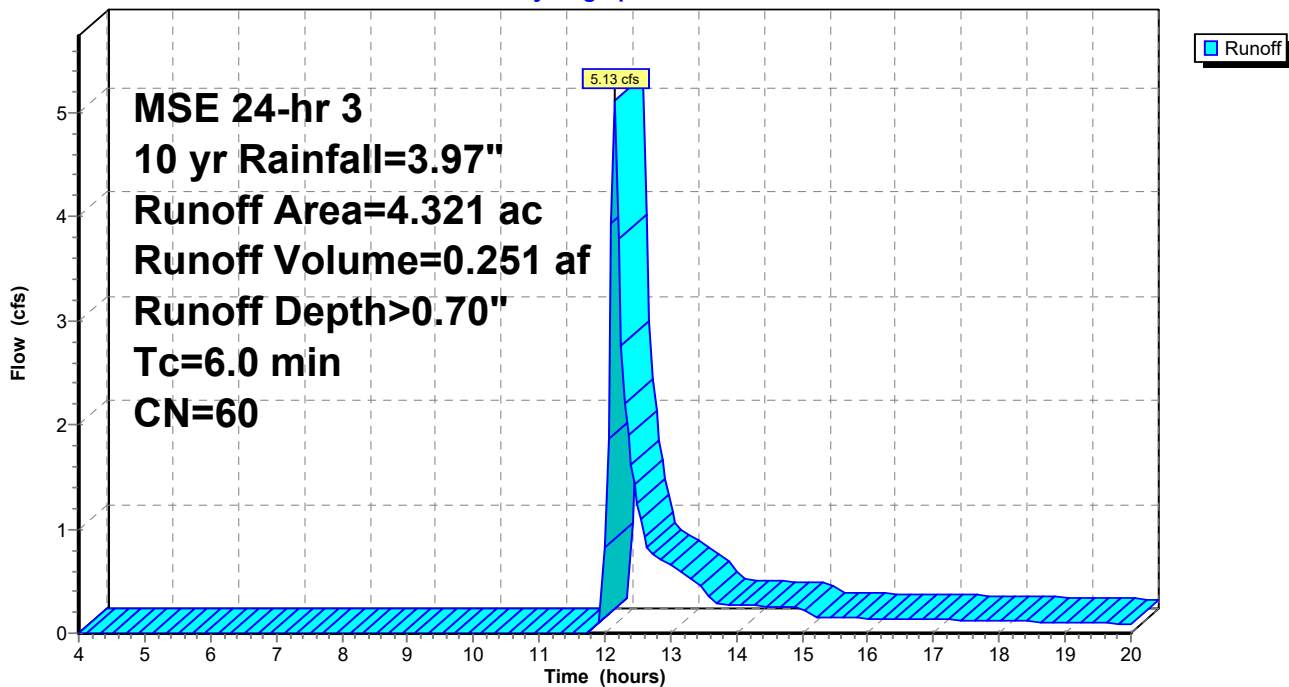
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
1.800	58	Meadow, non-grazed, HSG B
2.331	58	Meadow, non-grazed, HSG B
0.190	98	Paved parking, HSG B
4.321	60	Weighted Average
4.131		95.60% Pervious Area
0.190		4.40% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-3: RA-3

Hydrograph



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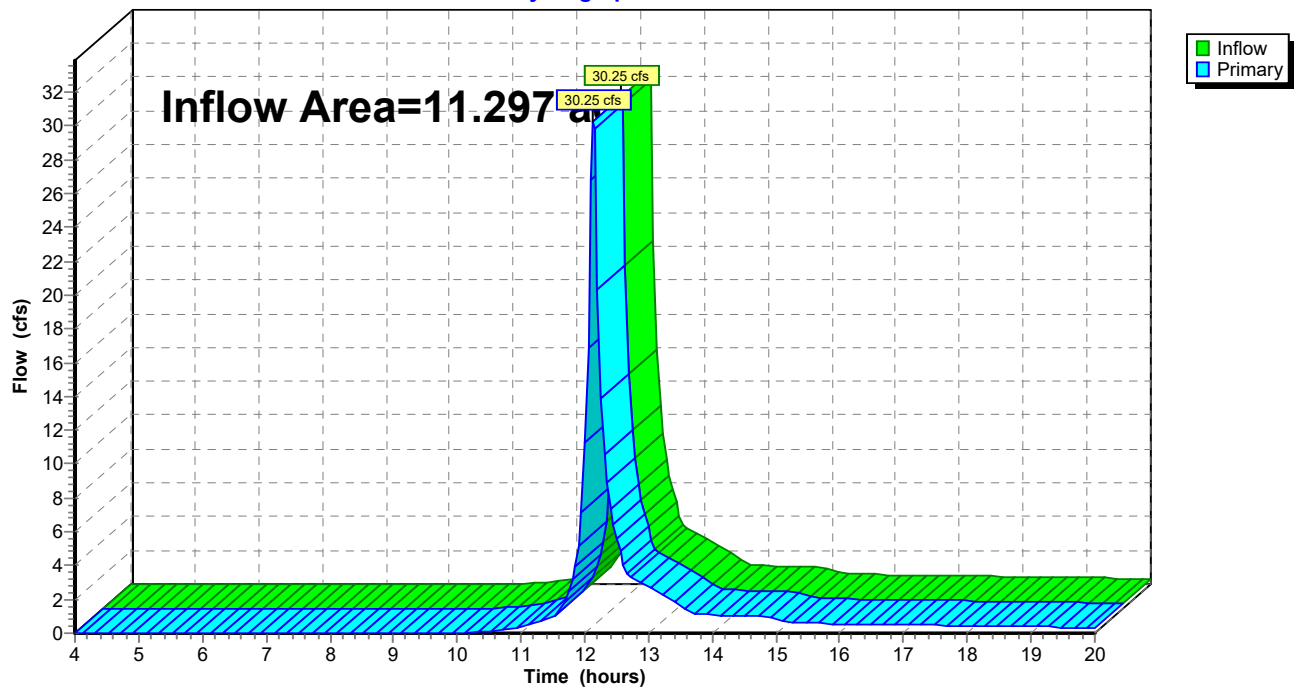
Summary for Link RA-3-4: RA-3-4

Inflow Area = 11.297 ac, 34.17% Impervious, Inflow Depth > 1.46" for 10 yr event
Inflow = 30.25 cfs @ 12.14 hrs, Volume= 1.372 af
Primary = 30.25 cfs @ 12.14 hrs, Volume= 1.372 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-3-4: RA-3-4

Hydrograph



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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment RA-4: RA-4

Runoff = 25.21 cfs @ 12.13 hrs, Volume= 1.122 af, Depth> 1.93"

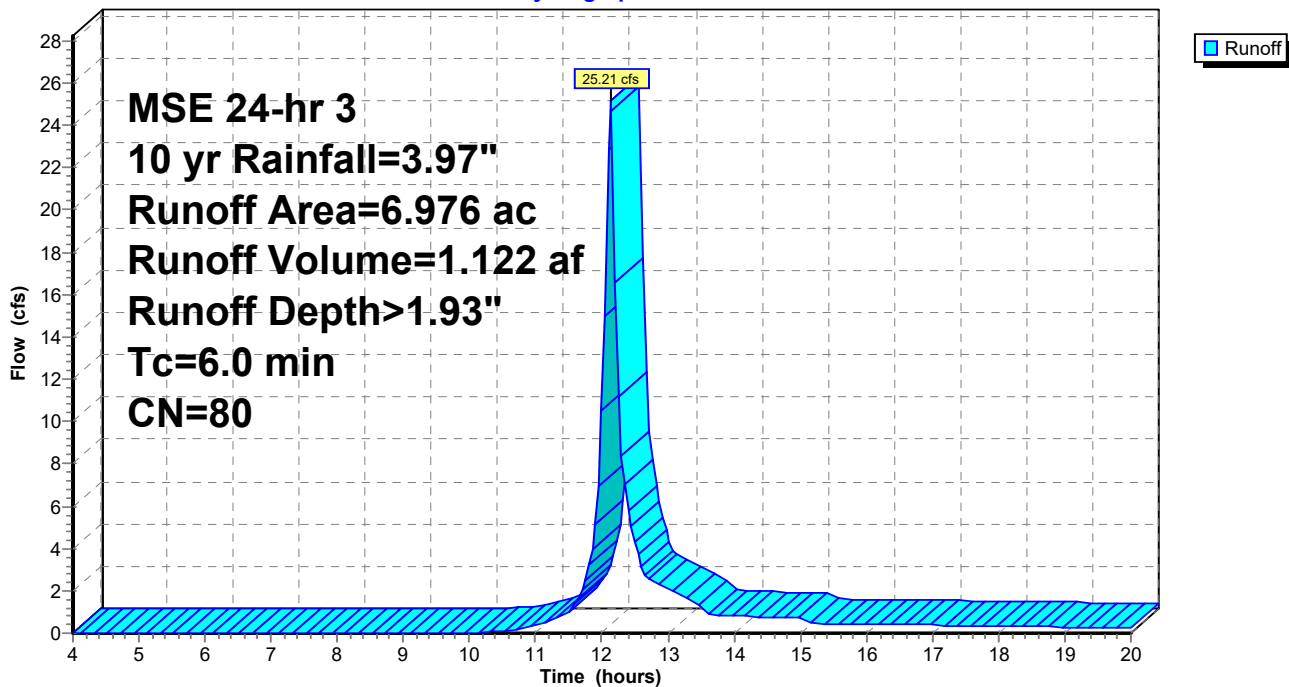
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
* 3.670	98	Impervious Area
1.400	61	>75% Grass cover, Good, HSG B
1.906	58	Meadow, non-grazed, HSG B
6.976	80	Weighted Average
3.306		47.39% Pervious Area
3.670		52.61% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-4: RA-4

Hydrograph



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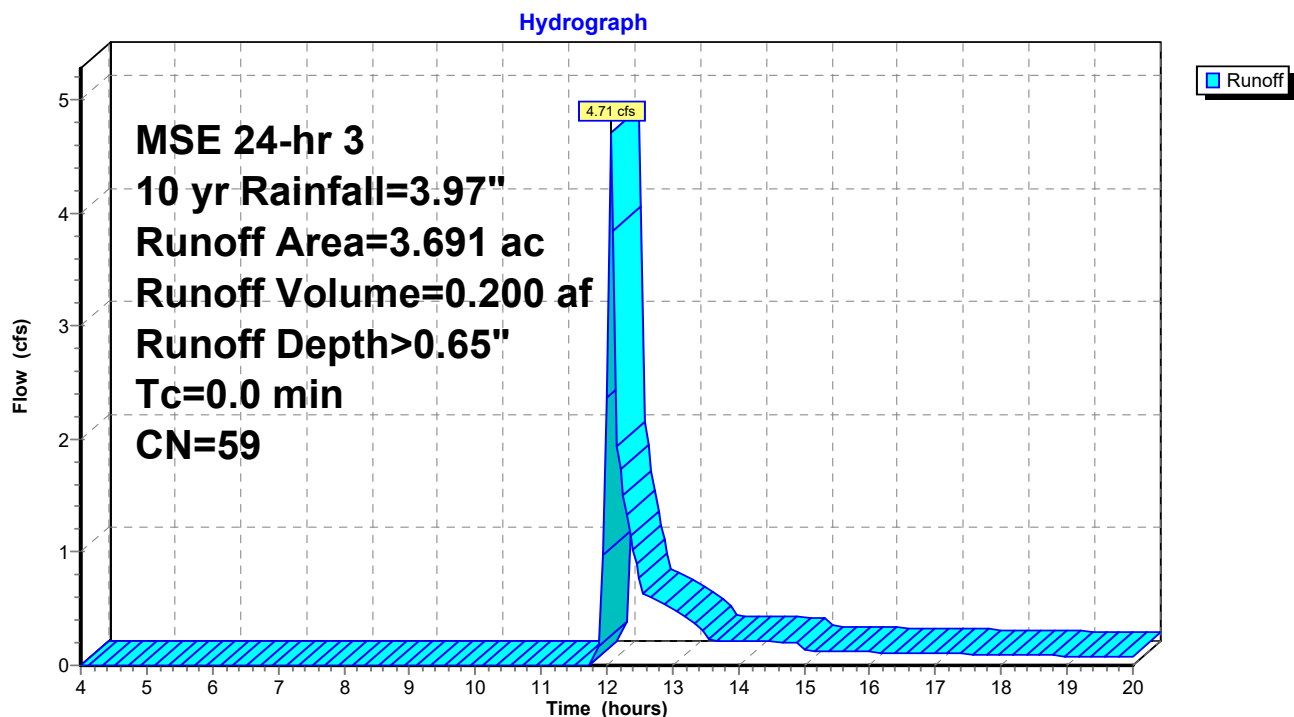
Summary for Subcatchment UND: UND

Runoff = 4.71 cfs @ 12.06 hrs, Volume= 0.200 af, Depth> 0.65"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
3.593	58	Meadow, non-grazed, HSG B
0.098	98	Paved parking, HSG B
3.691	59	Weighted Average
3.593		97.34% Pervious Area
0.098		2.66% Impervious Area

Subcatchment UND: UND



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MSE 24-hr 3 100 yr Rainfall=6.22"

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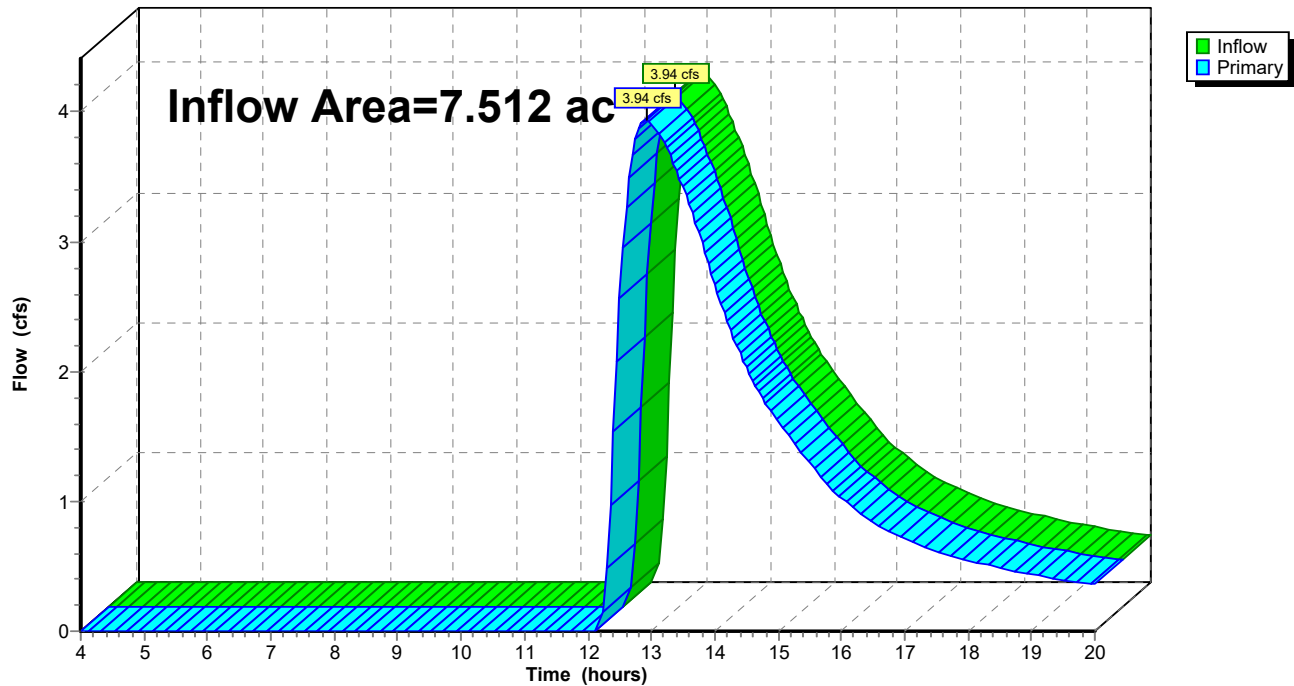
Summary for Link 1L: POST-NE

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth > 1.49" for 100 yr event
Inflow = 3.94 cfs @ 12.92 hrs, Volume= 0.930 af
Primary = 3.94 cfs @ 12.92 hrs, Volume= 0.930 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 1L: POST-NE

Hydrograph



24.0005 POST

MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Pond 1P: BMP

Inflow Area = 7.512 ac, 4.90% Impervious, Inflow Depth > 1.95" for 100 yr event
 Inflow = 15.77 cfs @ 12.34 hrs, Volume= 1.218 af
 Outflow = 4.10 cfs @ 12.92 hrs, Volume= 1.017 af, Atten= 74%, Lag= 34.6 min
 Discarded = 0.16 cfs @ 12.92 hrs, Volume= 0.087 af
 Primary = 3.94 cfs @ 12.92 hrs, Volume= 0.930 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,039.33' @ 12.92 hrs Surf.Area= 23,568 sf Storage= 24,024 cf

Plug-Flow detention time= 115.0 min calculated for 1.017 af (84% of inflow)
 Center-of-Mass det. time= 70.9 min (884.1 - 813.2)

Volume	Invert	Avail.Storage	Storage Description
#1	1,038.00'	180,239 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,038.00	12,911	0	0
1,039.00	20,609	16,760	16,760
1,040.00	29,607	25,108	41,868
1,041.00	40,024	34,816	76,684
1,042.00	51,943	45,984	122,667
1,043.00	63,200	57,572	180,239

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,038.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,038.30'	18.0" Round RCP_Round 18" L= 235.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,038.30' / 1,034.50' S= 0.0162 '/' Cc= 0.900 n= 0.010, Flow Area= 1.77 sf
#3	Device 1	1,038.30'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,042.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,042.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Discarded OutFlow Max=0.16 cfs @ 12.92 hrs HW=1,039.33' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.16 cfs)

↑ **3=Orifice/Grate** (Passes 0.16 cfs of 0.39 cfs potential flow)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

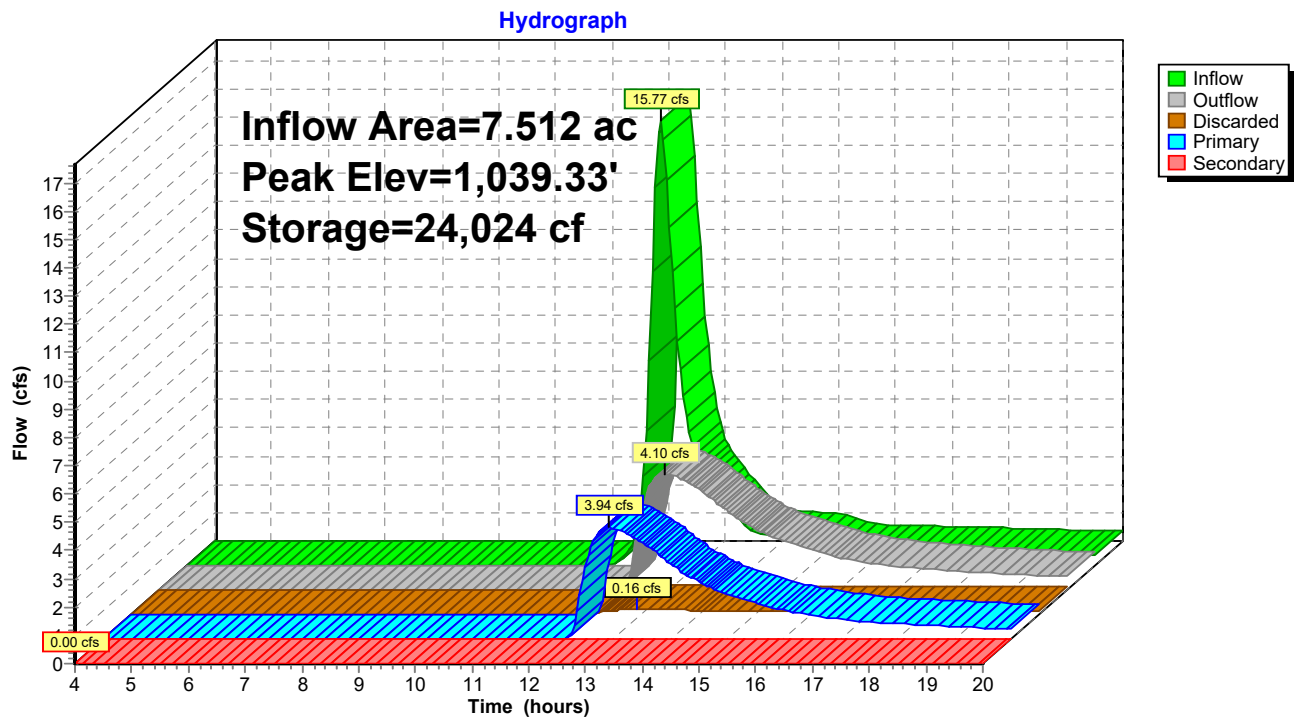
Primary OutFlow Max=3.93 cfs @ 12.92 hrs HW=1,039.33' (Free Discharge)

↑ **2=RCP_Round 18"** (Inlet Controls 3.93 cfs @ 3.05 fps)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,038.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 1P: BMP



24.0005 POST

MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Pond 2P: BMP

Inflow Area = 44.645 ac, 11.42% Impervious, Inflow Depth > 2.35" for 100 yr event
 Inflow = 73.42 cfs @ 12.14 hrs, Volume= 8.750 af
 Outflow = 6.77 cfs @ 14.90 hrs, Volume= 4.236 af, Atten= 91%, Lag= 165.5 min
 Discarded = 0.67 cfs @ 14.90 hrs, Volume= 0.420 af
 Primary = 6.10 cfs @ 14.90 hrs, Volume= 3.816 af
 Secondary = 0.00 cfs @ 4.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1,024.00' @ 14.90 hrs Surf.Area= 94,808 sf Storage= 252,854 cf

Plug-Flow detention time= 227.5 min calculated for 4.222 af (48% of inflow)
 Center-of-Mass det. time= 154.9 min (965.5 - 810.6)

Volume	Invert	Avail.Storage	Storage Description
#1	1,020.00'	355,671 cf	Bottom 1017 (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
1,020.00	37,120	0	0
1,021.00	49,445	43,283	43,283
1,022.00	58,955	54,200	97,483
1,023.00	78,274	68,615	166,097
1,024.00	94,767	86,521	252,618
1,025.00	111,339	103,053	355,671

Device	Routing	Invert	Outlet Devices
#1	Discarded	1,020.00'	0.300 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 870.00'
#2	Primary	1,020.00'	12.0" Round Culvert L= 162.0' RCP, mitered to conform to fill, Ke= 0.700 Inlet / Outlet Invert= 1,020.00' / 1,018.59' S= 0.0087 ' /' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.79 sf
#3	Device 1	1,020.00'	4.0" Vert. Orifice/Grate C= 0.600
#4	Device 1	1,024.00'	36.0" Horiz. Orifice/Grate C= 0.600 Limited to weir flow at low heads
#5	Secondary	1,024.50'	10.0' long x 7.0' breadth Broad-Crested Rectangular Weir Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 3.00 3.50 4.00 4.50 5.00 5.50 Coef. (English) 2.40 2.52 2.70 2.68 2.68 2.67 2.66 2.65 2.65 2.65 2.66 2.65 2.66 2.68 2.70 2.73 2.78

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Discarded OutFlow Max=0.67 cfs @ 14.90 hrs HW=1,024.00' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.67 cfs)

↑ **3=Orifice/Grate** (Passes < 0.82 cfs potential flow)

↑ **4=Orifice/Grate** (Passes < 0.00 cfs potential flow)

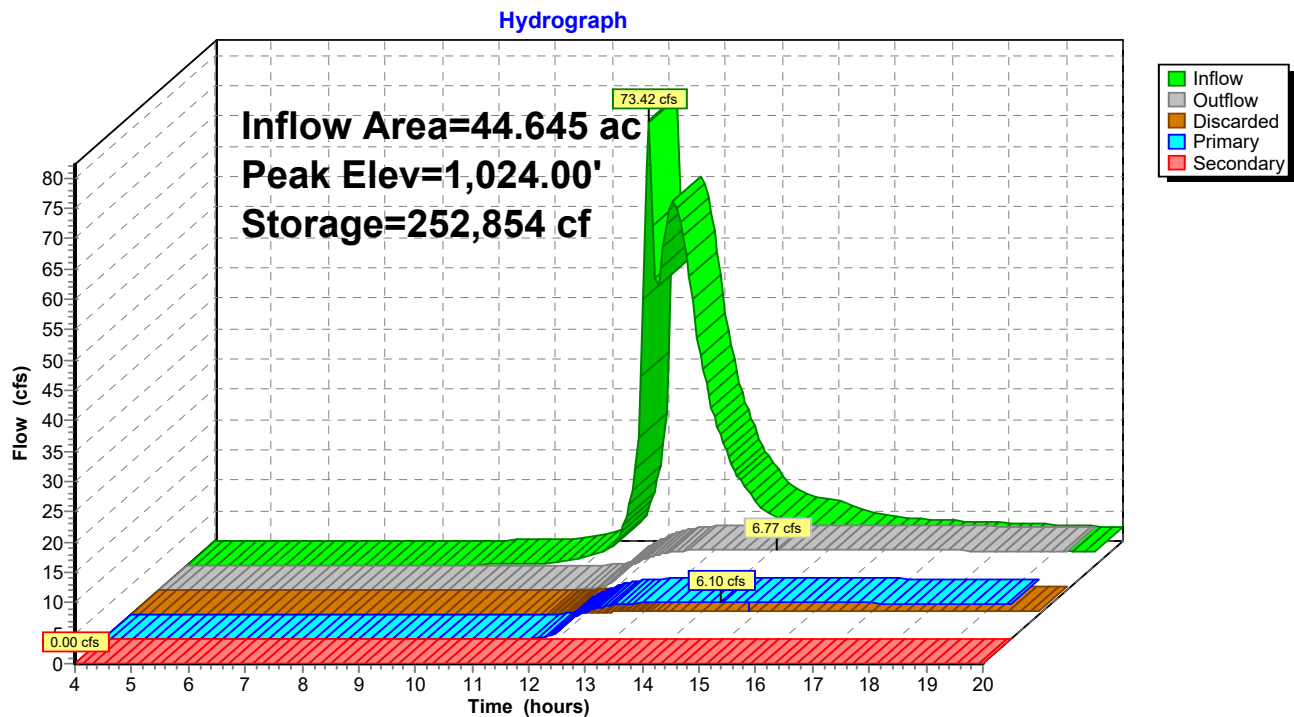
Primary OutFlow Max=6.10 cfs @ 14.90 hrs HW=1,024.00' (Free Discharge)

↑ **2=Culvert** (Barrel Controls 6.10 cfs @ 7.77 fps)

Secondary OutFlow Max=0.00 cfs @ 4.00 hrs HW=1,020.00' (Free Discharge)

↑ **5=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Pond 2P: BMP



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment NE-1: NE-1

Runoff = 15.77 cfs @ 12.34 hrs, Volume= 1.218 af, Depth> 1.95"

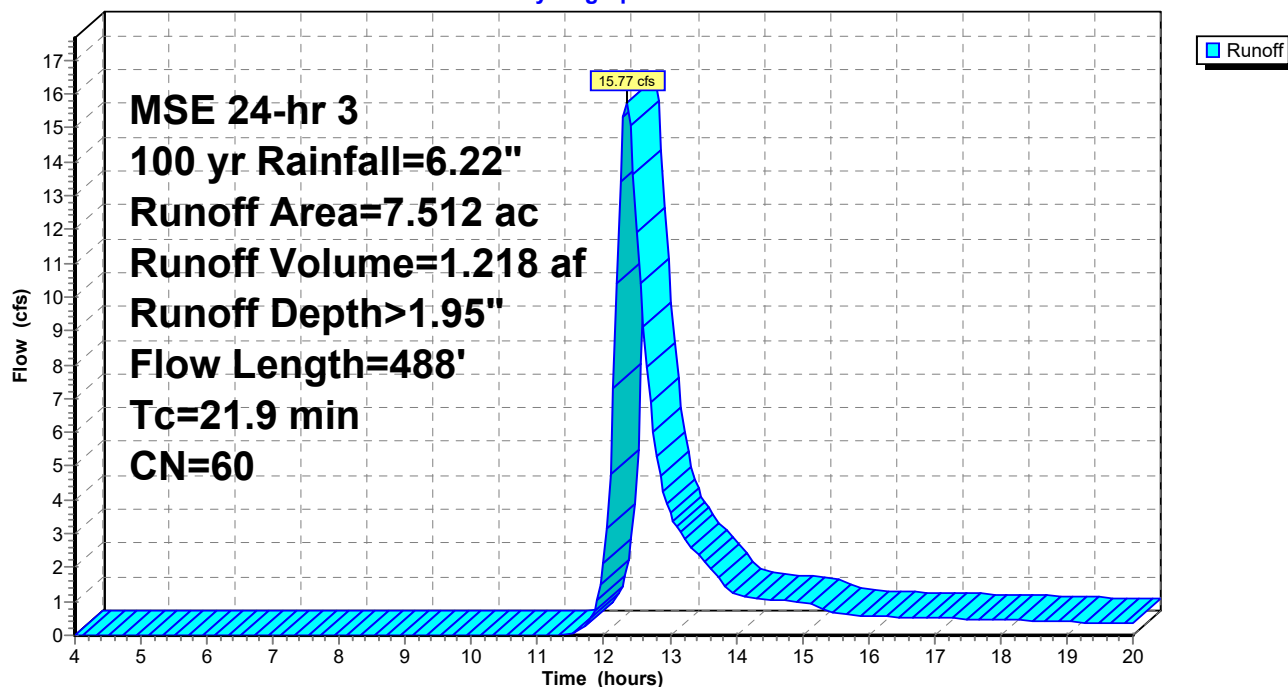
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
7.144	58	Meadow, non-grazed, HSG B
0.290	98	Water Surface, HSG B
0.078	98	Roofs, HSG B
7.512	60	Weighted Average
7.144		95.10% Pervious Area
0.368		4.90% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.2	100	0.0103	0.14		Sheet Flow, Sheet Flow-Meadow
					Range n= 0.130 P2= 2.80"
9.7	388	0.0091	0.67		Shallow Concentrated Flow, Sh. Conc-Meadow
					Short Grass Pasture Kv= 7.0 fps
21.9	488	Total			

Subcatchment NE-1: NE-1

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment OS-1: OS-1

Runoff = 116.25 cfs @ 12.45 hrs, Volume= 10.567 af, Depth> 2.73"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
6.996	98	Paved parking, HSG B
11.461	55	Woods, Good, HSG B
8.993	70	Woods, Good, HSG C
14.563	58	Meadow, non-grazed, HSG B
2.943	98	Roofs, HSG B
* 1.436	85	Paths, HSG B
46.392	69	Weighted Average
36.453		78.58% Pervious Area
9.939		21.42% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
12.9	100	0.0090	0.13		Sheet Flow, Sheet Flow-Meadow Range n= 0.130 P2= 2.80"
9.9	491	0.1260	0.83	6.65	Channel Flow, Channel Flow-Meadow Area= 8.0 sf Perim= 16.0' r= 0.50' n= 0.400 Sheet flow: Woods+light brush
8.3	954	0.1470	1.92		Shallow Concentrated Flow, Shallow. Conc. Flow-Woods Woodland Kv= 5.0 fps
31.1	1,545	Total			

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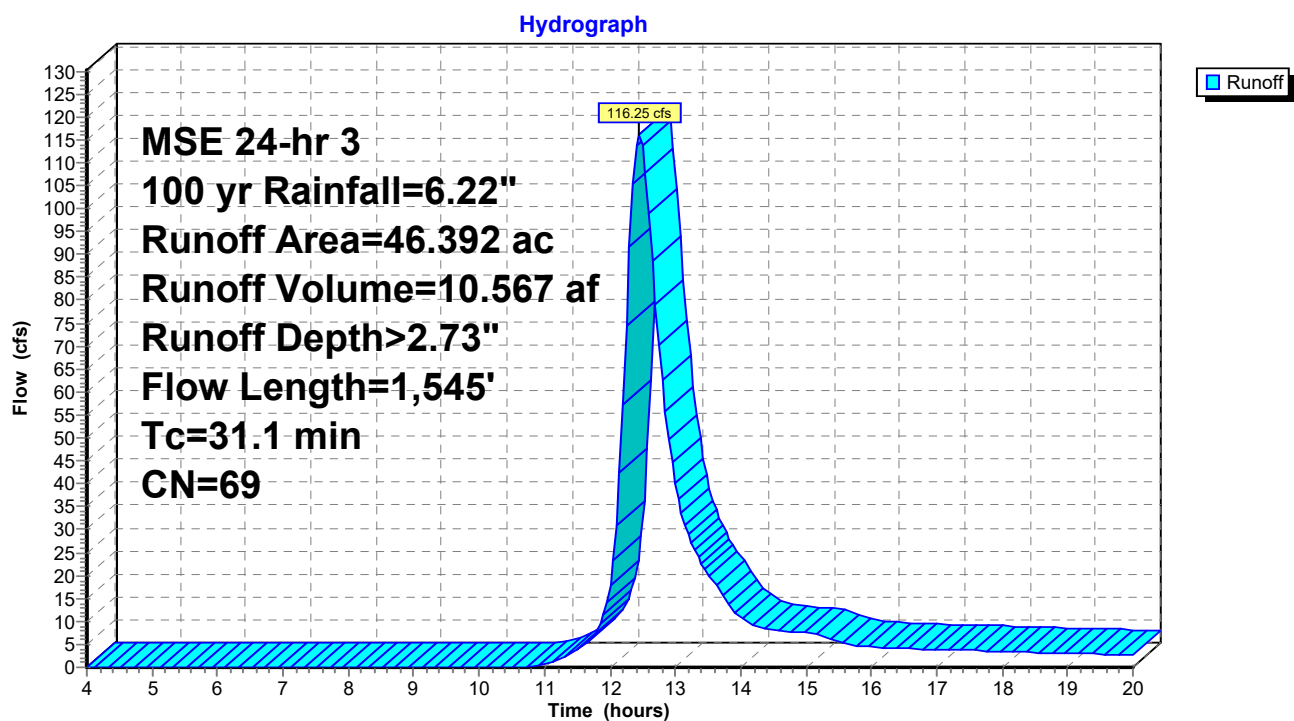
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MSE 24-hr 3 100 yr Rainfall=6.22"

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Subcatchment OS-1: OS-1



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Link POST: POST TOTAL

Inflow Area = 102.240 ac, 15.16% Impervious, Inflow Depth > 1.86" for 100 yr event

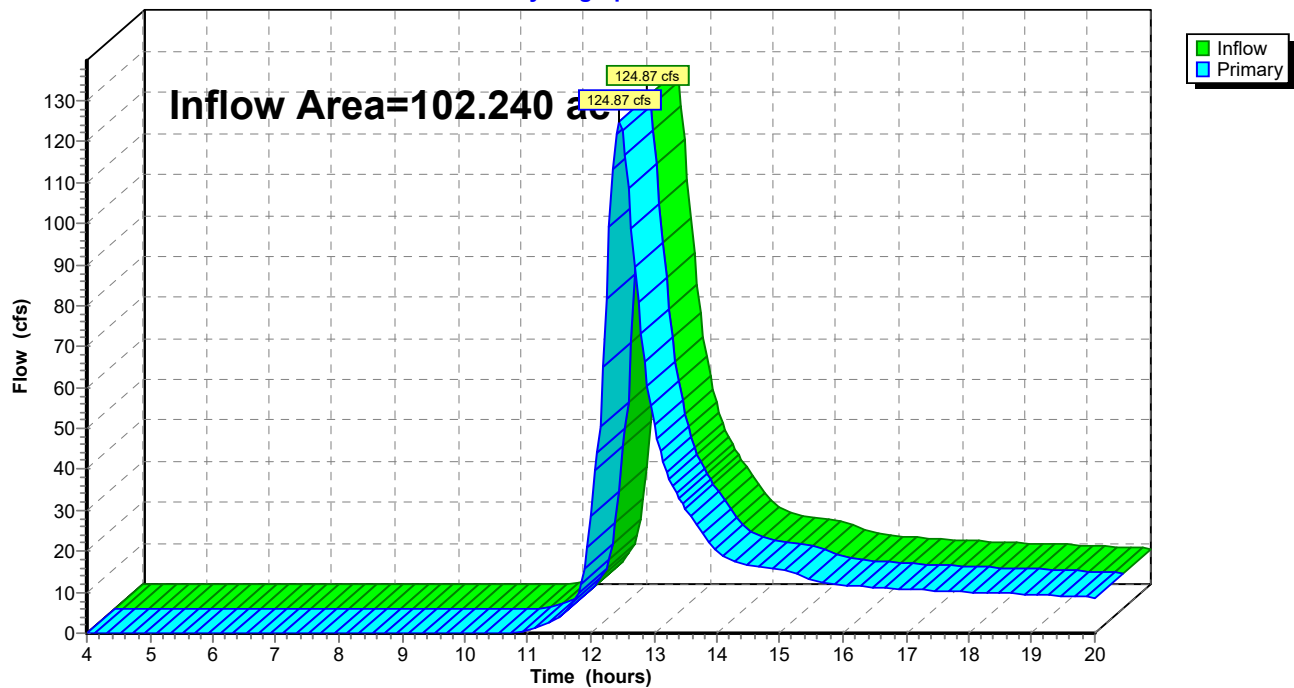
Inflow = 124.87 cfs @ 12.45 hrs, Volume= 15.889 af

Primary = 124.87 cfs @ 12.45 hrs, Volume= 15.889 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link POST: POST TOTAL

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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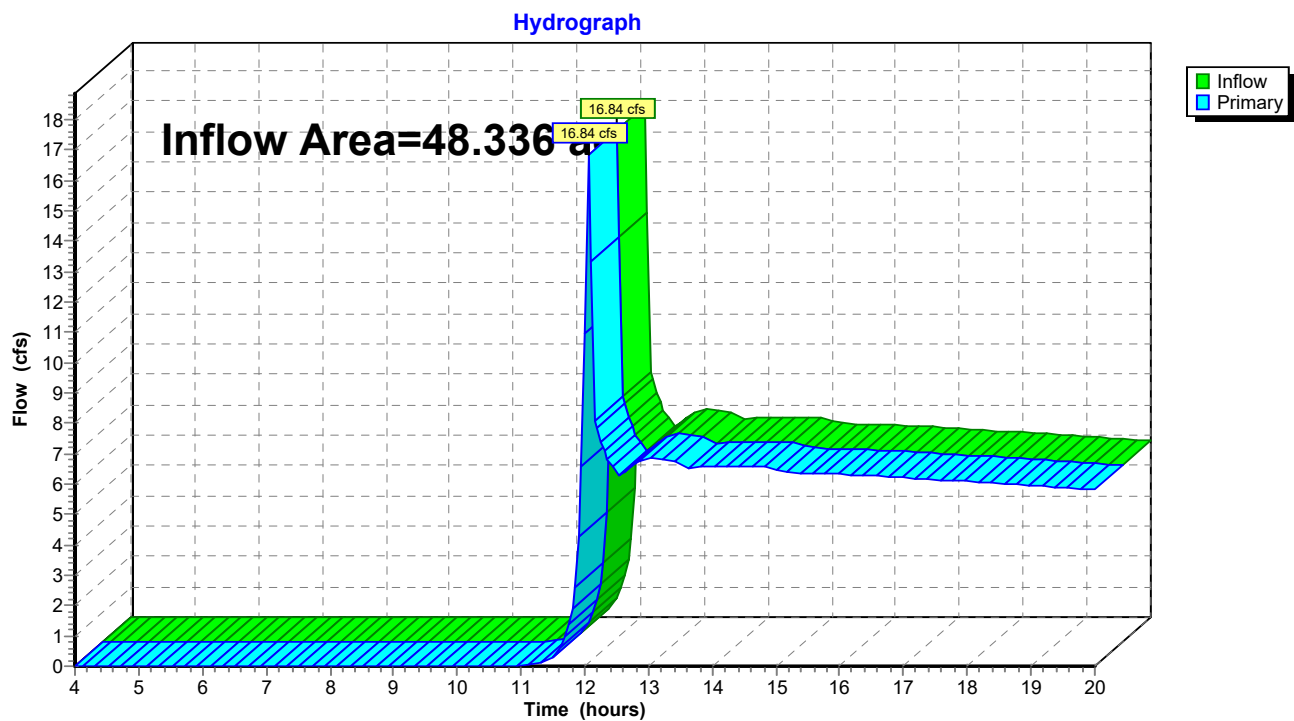
Page 65

Summary for Link Post-Dev: POST-RACKET

Inflow Area = 48.336 ac, 10.75% Impervious, Inflow Depth > 1.09" for 100 yr event
Inflow = 16.84 cfs @ 12.06 hrs, Volume= 4.393 af
Primary = 16.84 cfs @ 12.06 hrs, Volume= 4.393 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: POST-RACKET



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment RA-1: RA-1

Runoff = 16.22 cfs @ 12.57 hrs, Volume= 1.708 af, Depth> 2.63"

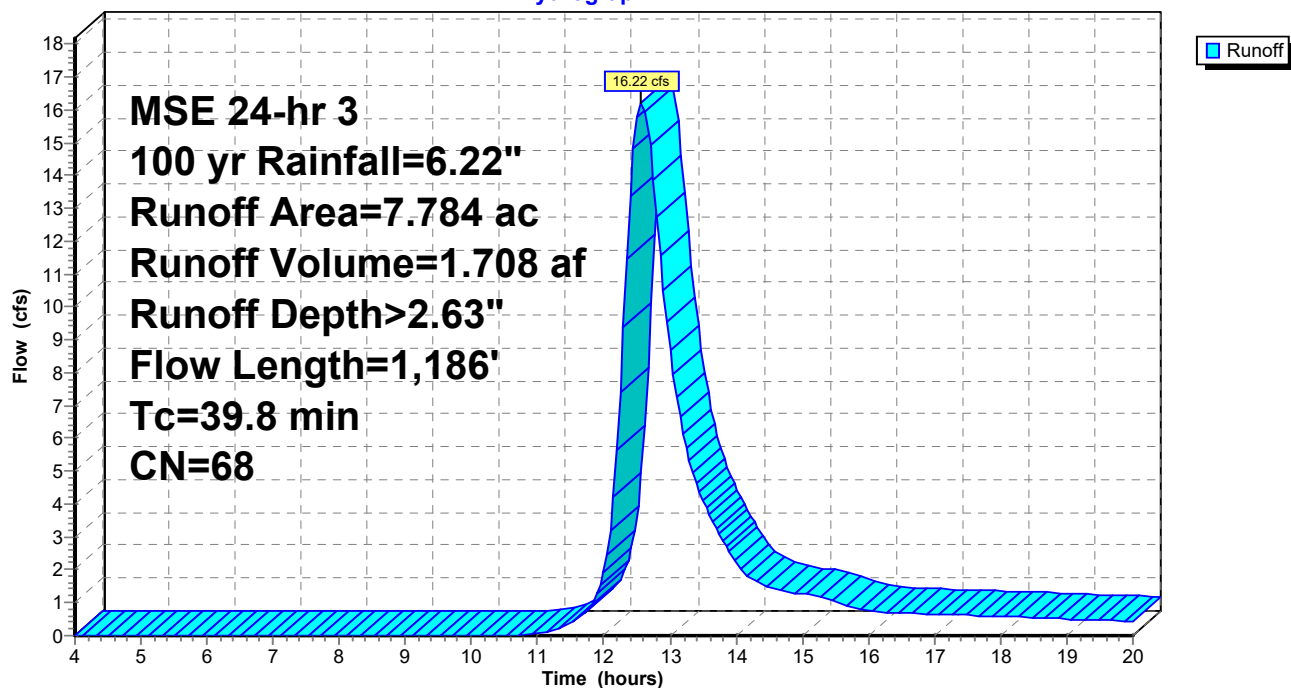
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
3.645	58	Meadow, non-grazed, HSG B
1.940	71	Row crops, C&T, Good, HSG B
1.940	78	Row crops, C&T, Good, HSG C
0.259	98	Paved parking, HSG B
7.784	68	Weighted Average
7.525		96.67% Pervious Area
0.259		3.33% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
18.9	100	0.0059	0.09		Sheet Flow, Sheet Flow-Crops Cultivated: Residue>20% n= 0.170 P2= 2.80"
9.1	540	0.0121	0.99		Shallow Concentrated Flow, Sh. Conc. Flow-Crops Cultivated Straight Rows Kv= 9.0 fps
11.8	546	0.0121	0.77		Shallow Concentrated Flow, Sh. Conc. Flow-Meadow Short Grass Pasture Kv= 7.0 fps
39.8	1,186				Total

Subcatchment RA-1: RA-1

Hydrograph



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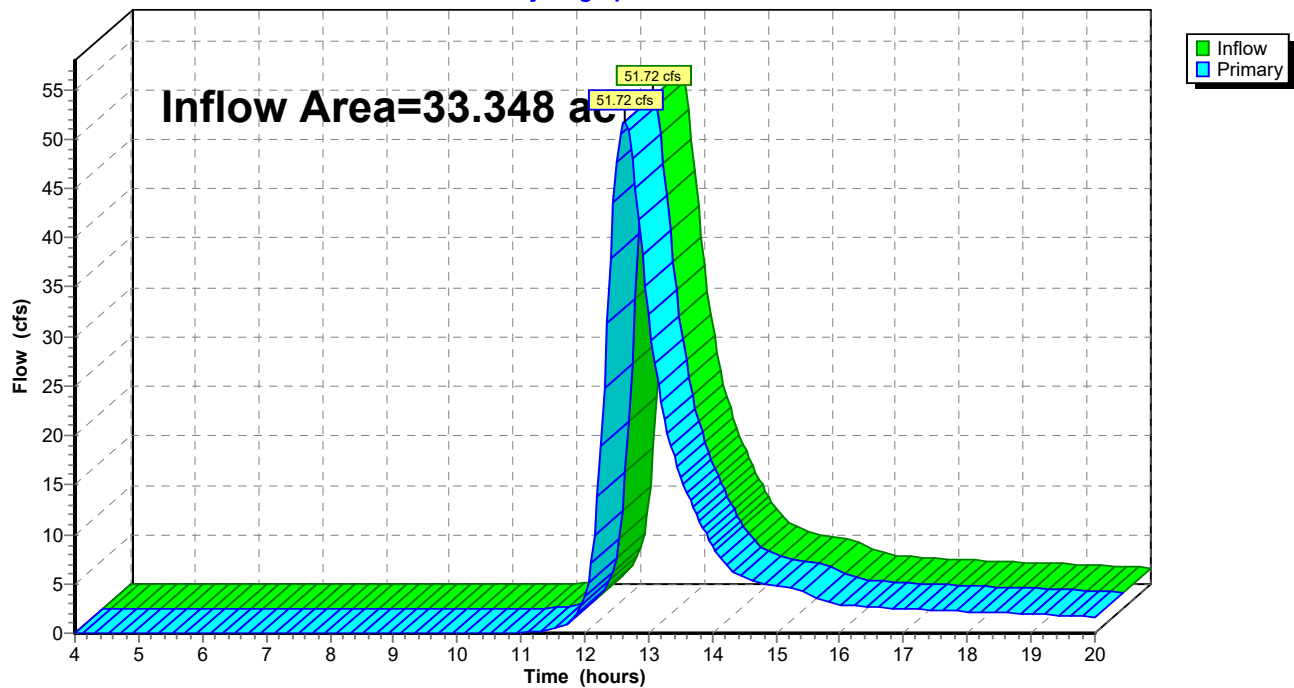
Summary for Link RA-1-2: RA1-2

Inflow Area = 33.348 ac, 3.72% Impervious, Inflow Depth > 2.09" for 100 yr event
Inflow = 51.72 cfs @ 12.62 hrs, Volume= 5.819 af
Primary = 51.72 cfs @ 12.62 hrs, Volume= 5.819 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-1-2: RA1-2

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment RA-2: RA-2

Runoff = 35.86 cfs @ 12.65 hrs, Volume= 4.111 af, Depth> 1.93"

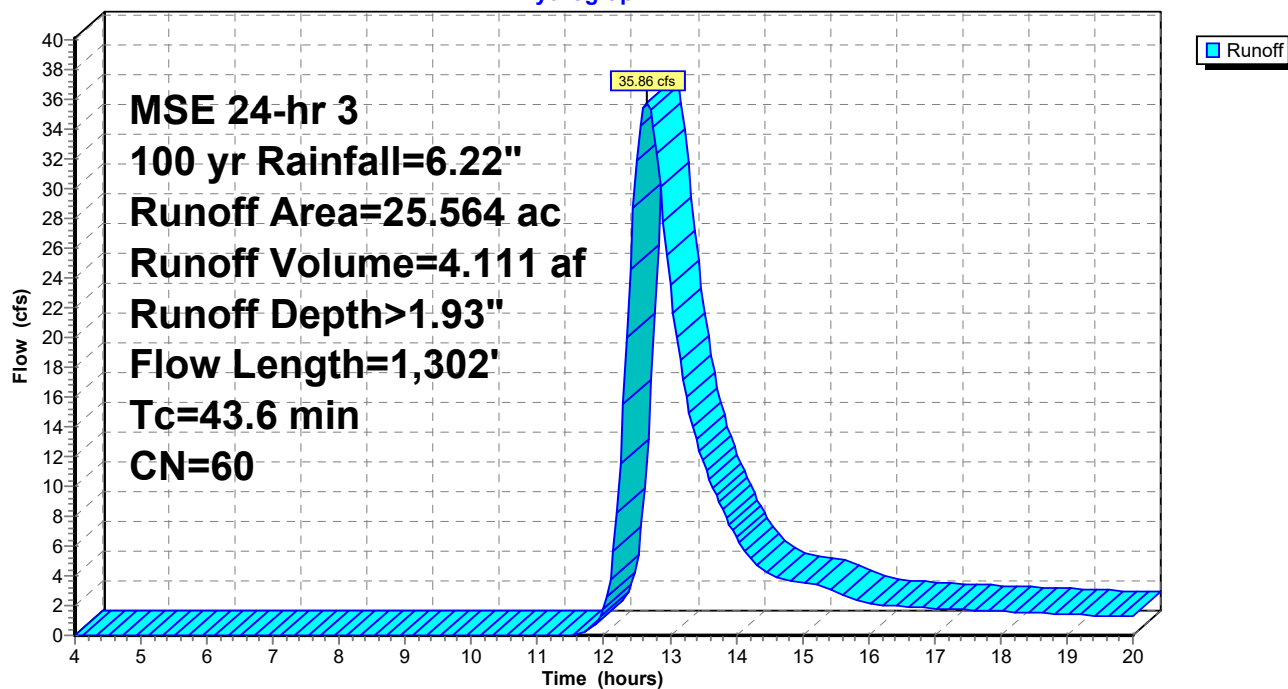
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
24.264	58	Meadow, non-grazed, HSG B
0.980	98	Water Surface, HSG B
0.320	61	>75% Grass cover, Good, HSG B
25.564	60	Weighted Average
24.584		96.17% Pervious Area
0.980		3.83% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.9	100	0.0180	0.10		Sheet Flow, Sheet Flow-Grass Grass: Dense n= 0.240 P2= 2.80"
22.3	739	0.0200	0.55	10.48	Channel Flow, Chan. Flow-Grass Area= 19.0 sf Perim= 38.0' r= 0.50' n= 0.240 Sheet flow over Dense Grass
2.2	231	0.0123	1.79		Shallow Concentrated Flow, Shal. Conc. Flow-Meadow Unpaved Kv= 16.1 fps
3.2	232	0.0259	1.21	9.68	Channel Flow, Chan. Flow-Meadow Area= 8.0 sf Perim= 15.0' r= 0.53' n= 0.130 Sheet flow over Range
43.6	1,302	Total			

Subcatchment RA-2: RA-2

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment RA-3: RA-3

Runoff = 15.86 cfs @ 12.14 hrs, Volume= 0.705 af, Depth> 1.96"

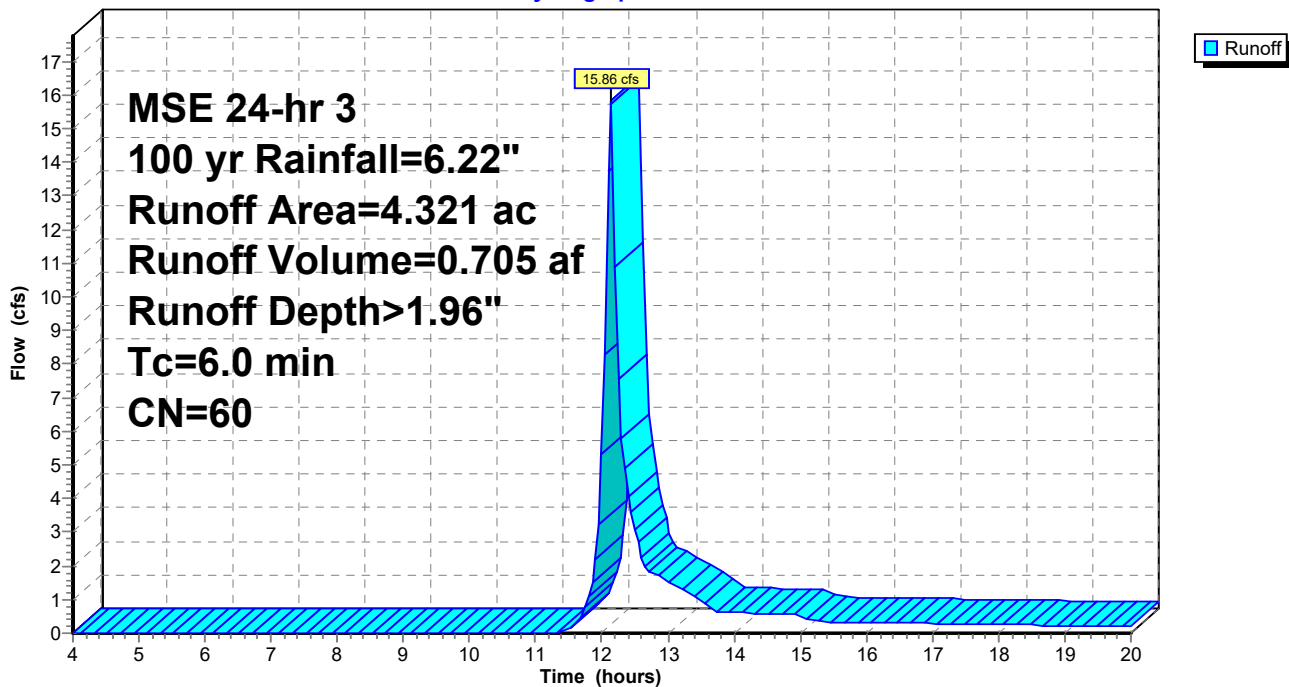
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
1.800	58	Meadow, non-grazed, HSG B
2.331	58	Meadow, non-grazed, HSG B
0.190	98	Paved parking, HSG B
4.321	60	Weighted Average
4.131		95.60% Pervious Area
0.190		4.40% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-3: RA-3

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Link RA-3-4: RA-3-4

Inflow Area = 11.297 ac, 34.17% Impervious, Inflow Depth > 3.11" for 100 yr event

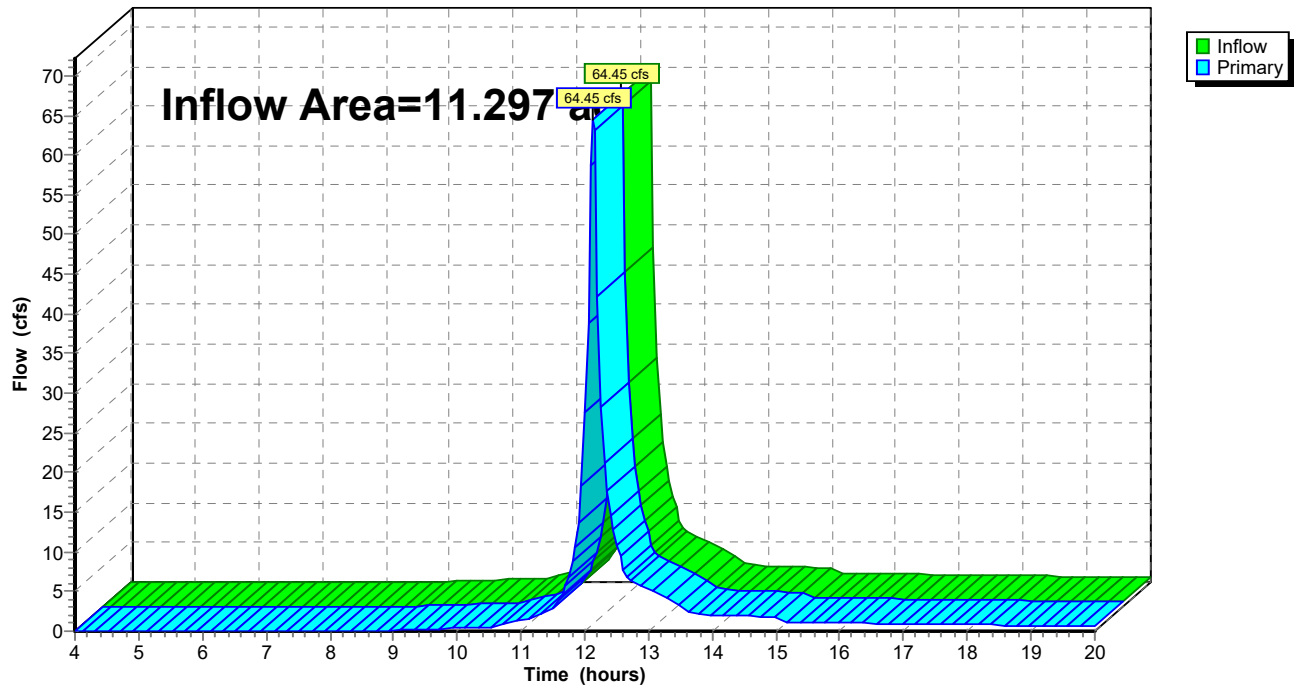
Inflow = 64.45 cfs @ 12.13 hrs, Volume= 2.931 af

Primary = 64.45 cfs @ 12.13 hrs, Volume= 2.931 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link RA-3-4: RA-3-4

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment RA-4: RA-4

Runoff = 48.66 cfs @ 12.13 hrs, Volume= 2.226 af, Depth> 3.83"

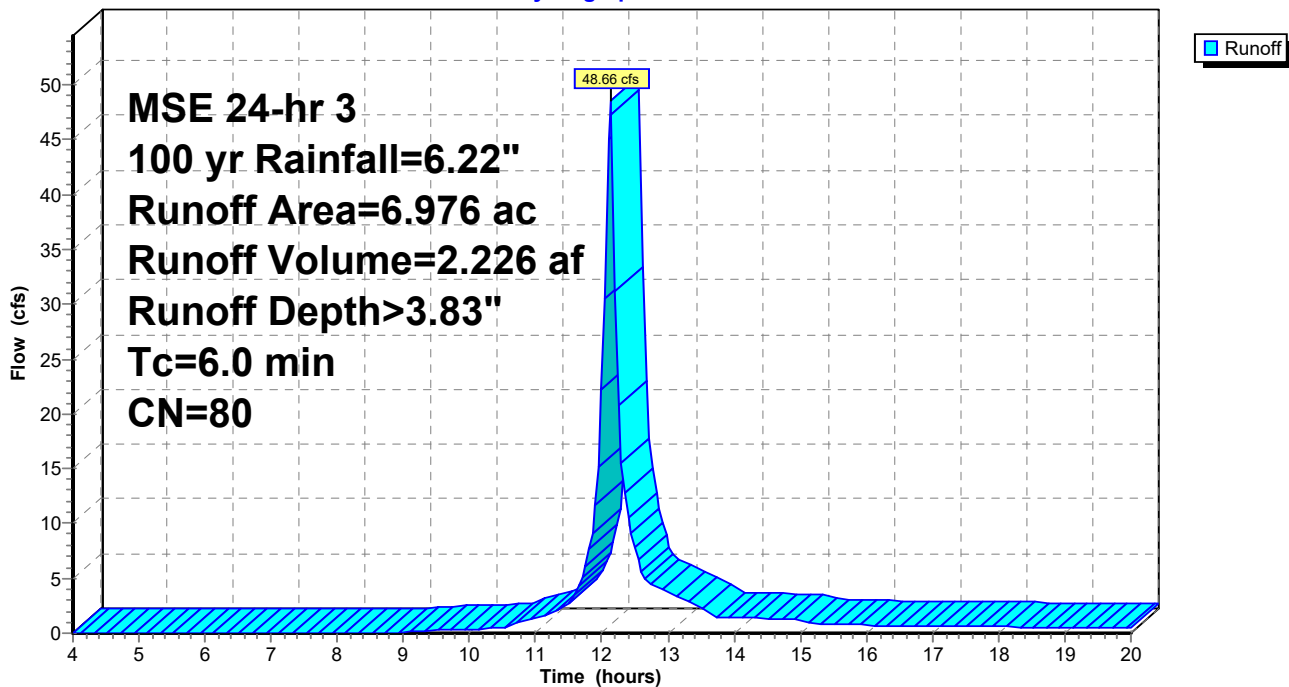
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
* 3.670	98	Impervious Area
1.400	61	>75% Grass cover, Good, HSG B
1.906	58	Meadow, non-grazed, HSG B
6.976	80	Weighted Average
3.306		47.39% Pervious Area
3.670		52.61% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment RA-4: RA-4

Hydrograph



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MSE 24-hr 3 100 yr Rainfall=6.22"

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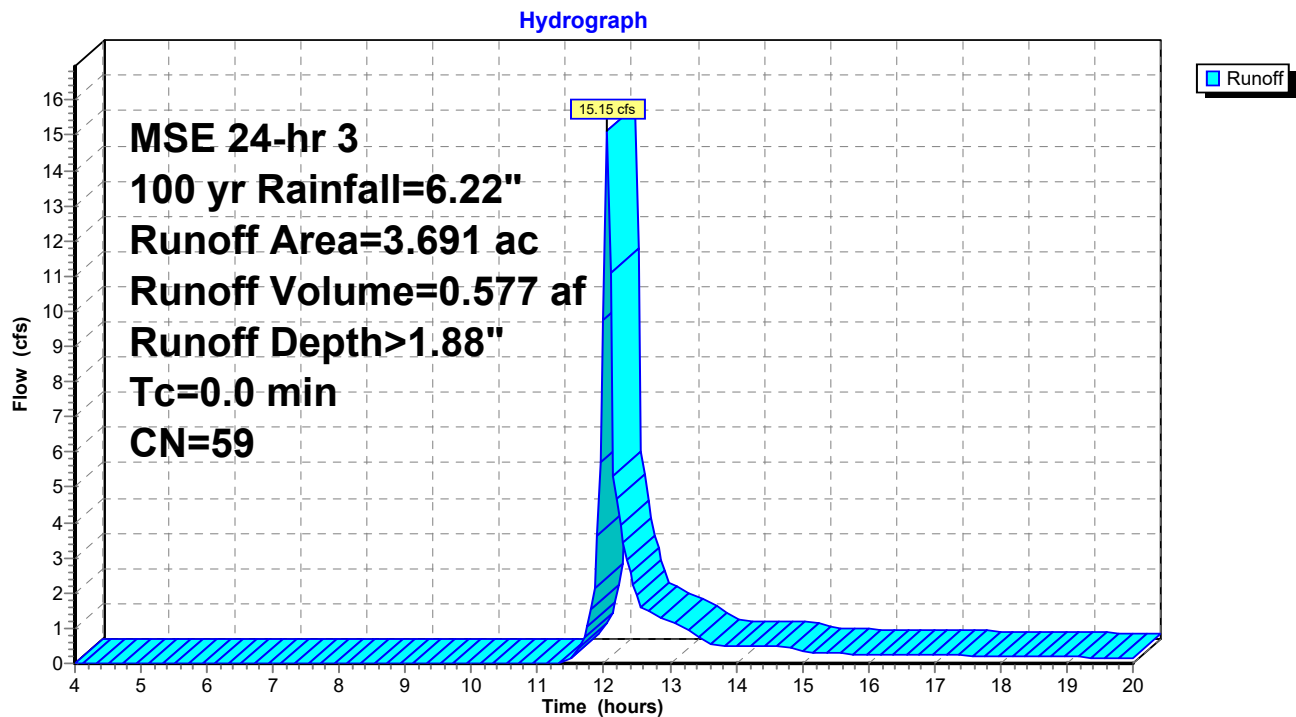
Page 73

Summary for Subcatchment UND: UND

Runoff = 15.15 cfs @ 12.05 hrs, Volume= 0.577 af, Depth> 1.88"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

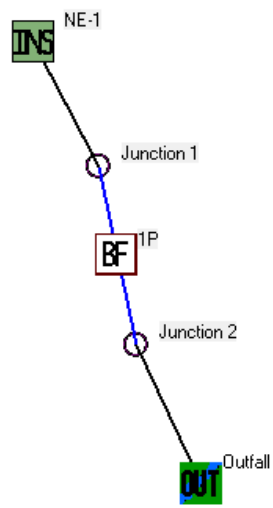
Area (ac)	CN	Description
3.593	58	Meadow, non-grazed, HSG B
0.098	98	Paved parking, HSG B
3.691	59	Weighted Average
3.593		97.34% Pervious Area
0.098		2.66% Impervious Area

Subcatchment UND: UND

Appendix 4 POST DEVELOPMENT CONDITIONS (WATER QUALITY)



BASIN 1P



Data file name: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings
 - George Williams College\Hydrology\SLAMM\BASIN 1P.mdb
 WinSLAMM Version 10.4.1
 Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
 Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
 Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
 Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban
 Dec06.std
 Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
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 Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
 Dec06.std
 Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban
 Dec06.std
 Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
 Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass
 Balance: False
 Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GE003.ppd
 Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source
 Area PSD Files.csv
 Cost Data file name:
 If Other Device Pollutant Load Reduction Values = 1, Off-site Pollutant Loads are
 Removed from Pollutant Load % Reduction calculations
 Seed for random number generator: -42
 Study period starting date: 01/01/81 Study period ending date: 12/31/81
 Date: 10-17-2025 Time: 14:18:42
 Site information:

LU# 1 - Institutional: NE-1 Total area (ac): 7.512
 1 - Roofs 1: 0.078 ac. Pitched Disconnected Normal Silty Source
 Area PSD File: C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 7.144 ac. Normal Silty Source Area PSD
 File: C:\WinSLAMM Files\NURP.cpz
 70 - Water Body Areas: 0.290 ac. Source Area PSD File:

Control Practice 1: Biofilter CP# 1 (DS) - 1P
 1. Top area (square feet) = 63200
 2. Bottom area (square feet) = 12911
 3. Depth (ft): 9
 4. Biofilter width (ft) - for Cost Purposes Only: 10
 5. Infiltration rate (in/hr) = 0.3
 6. Random infiltration rate generation? No
 7. Infiltration rate fraction (side): 1
 8. Infiltration rate fraction (bottom): 1
 9. Depth of biofilter that is rock filled (ft) 1
 10. Porosity of rock filled volume = 0.33
 11. Engineered soil infiltration rate: 3.6

12. Engineered soil depth (ft) = 3
13. Engineered soil porosity = 0.27
14. Percent solids reduction due to flow through engineered soil = 0
15. Biofilter peak to average flow ratio = 3.8
16. Number of biofiltration control devices = 1
17. Particle size distribution file: Not needed - calculated by program
18. Initial water surface elevation (ft): 0

Soil Data Soil Type Fraction in Eng. Soil

Biofilter Outlet/Discharge Characteristics:

Outlet type: Broad Crested Weir

1. Weir crest length (ft): 10
2. Weir crest width (ft): 7
3. Height of datum to bottom of weir opening: 8.5

Outlet type: Vertical Stand Pipe

1. Stand pipe diameter (ft): 3
2. Stand pipe height above datum (ft): 8

Outlet type: Surface Discharge Pipe

1. Surface discharge pipe outlet diameter (ft): 1.5
2. Pipe invert elevation above datum (ft): 4.3
3. Number of surface pipe outlets: 1

SLAMM for Windows Version 10.4.1

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Data file name: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\Hydrology\SLAMM\BASIN 1P.mdb

Data file description:

Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN

Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx

Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx

Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppdX

Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std

Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance: False

Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv

Cost Data file name:

If Other Device Pollutant Load Reduction Values = 1, Off-site Pollutant Loads are Removed from Pollutant Load % Reduction calculations

Seed for random number generator: -42

Model Run Start Date: 01/01/81 Model Run End Date: 12/31/81

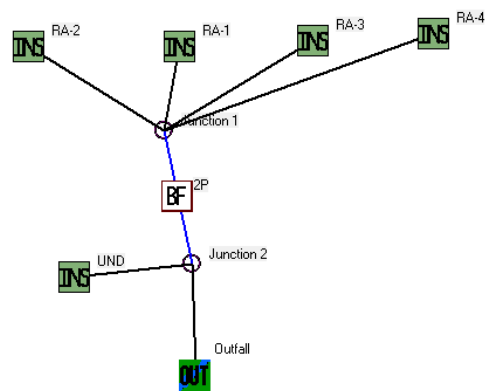
Date of run: 10-17-2025 Time of run: 14:19:04

Total Area Modeled (acres): 7.512

Years in Model Run: 1.00

Particulate	Percent	Runoff Volume (cu ft)	Percent Particulate Runoff Volume Reduction	Solids Conc. (mg/L)
Solids Particulate Yield (lbs)	Solids Reduction			
Total of all Land Uses without Controls: 673.1	-	81730	-	131.9
Outfall Total with Controls: 0	100.00%	0	100.00%	0
Annualized Total After Outfall Controls: 0		0		

BASIN 2P



Data file name: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings
- George Williams College\Hydrology\SLAMM\BASIN 2P.mdb
WinSLAMM Version 10.4.1
Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban
Dec06.std
Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
Dec06.std
Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
Dec06.std
Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust
Dec06.std
Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban
Dec06.std
Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass
Balance: False
Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GE003.ppd
Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source
Area PSD Files.csv
Cost Data file name:
If Other Device Pollutant Load Reduction Values = 1, Off-site Pollutant Loads are
Removed from Pollutant Load % Reduction calculations
Seed for random number generator: -42
Study period starting date: 01/01/81 Study period ending date: 12/31/81
Date: 10-17-2025 Time: 14:18:08
Site information:

LU# 1 - Institutional: RA-1 Total area (ac): 7.784
13 - Paved Parking 1: 0.259 ac. Disconnected Normal Silty Source
Area PSD File: C:\WinSLAMM Files\NURP.cpz
45 - Large Landscaped Areas 1: 3.645 ac. Normal Silty Source Area PSD
File: C:\WinSLAMM Files\NURP.cpz
46 - Large Landscaped Areas 2: 1.940 ac. Normal Silty Source Area PSD
File: C:\WinSLAMM Files\NURP.cpz
47 - Large Landscaped Areas 3: 1.940 ac. Normal Silty Source Area PSD
File: C:\WinSLAMM Files\NURP.cpz

LU# 2 - Institutional: RA-2 Total area (ac): 25.564
45 - Large Landscaped Areas 1: 24.264 ac. Normal Silty Source Area PSD
File: C:\WinSLAMM Files\NURP.cpz
46 - Large Landscaped Areas 2: 0.320 ac. Normal Silty Source Area PSD
File: C:\WinSLAMM Files\NURP.cpz
70 - Water Body Areas: 0.980 ac. Source Area PSD File:

LU# 3 - Institutional: RA-3 Total area (ac): 4.321
13 - Paved Parking 1: 0.190 ac. Disconnected Normal Silty Source
Area PSD File: C:\WinSLAMM Files\NURP.cpz

45 - Large Landscaped Areas 1: 1.800 ac. Normal Silty Source Area PSD
 File: C:\WinSLAMM Files\NURP.cpz
 46 - Large Landscaped Areas 2: 2.331 ac. Normal Silty Source Area PSD
 File: C:\WinSLAMM Files\NURP.cpz

LU# 4 - Institutional: RA-4 Total area (ac): 6.976
 13 - Paved Parking 1: 3.670 ac. Disconnected Normal Silty Source
 Area PSD File: C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 1.400 ac. Normal Silty Source Area PSD
 File: C:\WinSLAMM Files\NURP.cpz
 46 - Large Landscaped Areas 2: 1.906 ac. Normal Silty Source Area PSD
 File: C:\WinSLAMM Files\NURP.cpz

LU# 5 - Institutional: UND Total area (ac): 3.691
 13 - Paved Parking 1: 0.098 ac. Disconnected Normal Silty Source
 Area PSD File: C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 3.593 ac. Normal Silty Source Area PSD
 File: C:\WinSLAMM Files\NURP.cpz

Control Practice 1: Biofilter CP# 1 (DS) - 2P

1. Top area (square feet) = 111339
2. Bottom area (square feet) = 37120
3. Depth (ft): 9
4. Biofilter width (ft) - for Cost Purposes Only: 10
5. Infiltration rate (in/hr) = 0.3
6. Random infiltration rate generation? No
7. Infiltration rate fraction (side): 1
8. Infiltration rate fraction (bottom): 1
9. Depth of biofilter that is rock filled (ft) 1
10. Porosity of rock filled volume = 0.33
11. Engineered soil infiltration rate: 3.6
12. Engineered soil depth (ft) = 3
13. Engineered soil porosity = 0.27
14. Percent solids reduction due to flow through engineered soil = 0
15. Biofilter peak to average flow ratio = 3.8
16. Number of biofiltration control devices = 1
17. Particle size distribution file: Not needed - calculated by program
18. Initial water surface elevation (ft): 0

Soil Data Soil Type Fraction in Eng. Soil

Biofilter Outlet/Discharge Characteristics:

Outlet type: Broad Crested Weir

1. Weir crest length (ft): 10
2. Weir crest width (ft): 7
3. Height of datum to bottom of weir opening: 8.5

Outlet type: Vertical Stand Pipe

1. Stand pipe diameter (ft): 3
2. Stand pipe height above datum (ft): 8

Outlet type: Surface Discharge Pipe

1. Surface discharge pipe outlet diameter (ft): 0.33

2. Pipe invert elevation above datum (ft): 4
3. Number of surface pipe outlets: 1

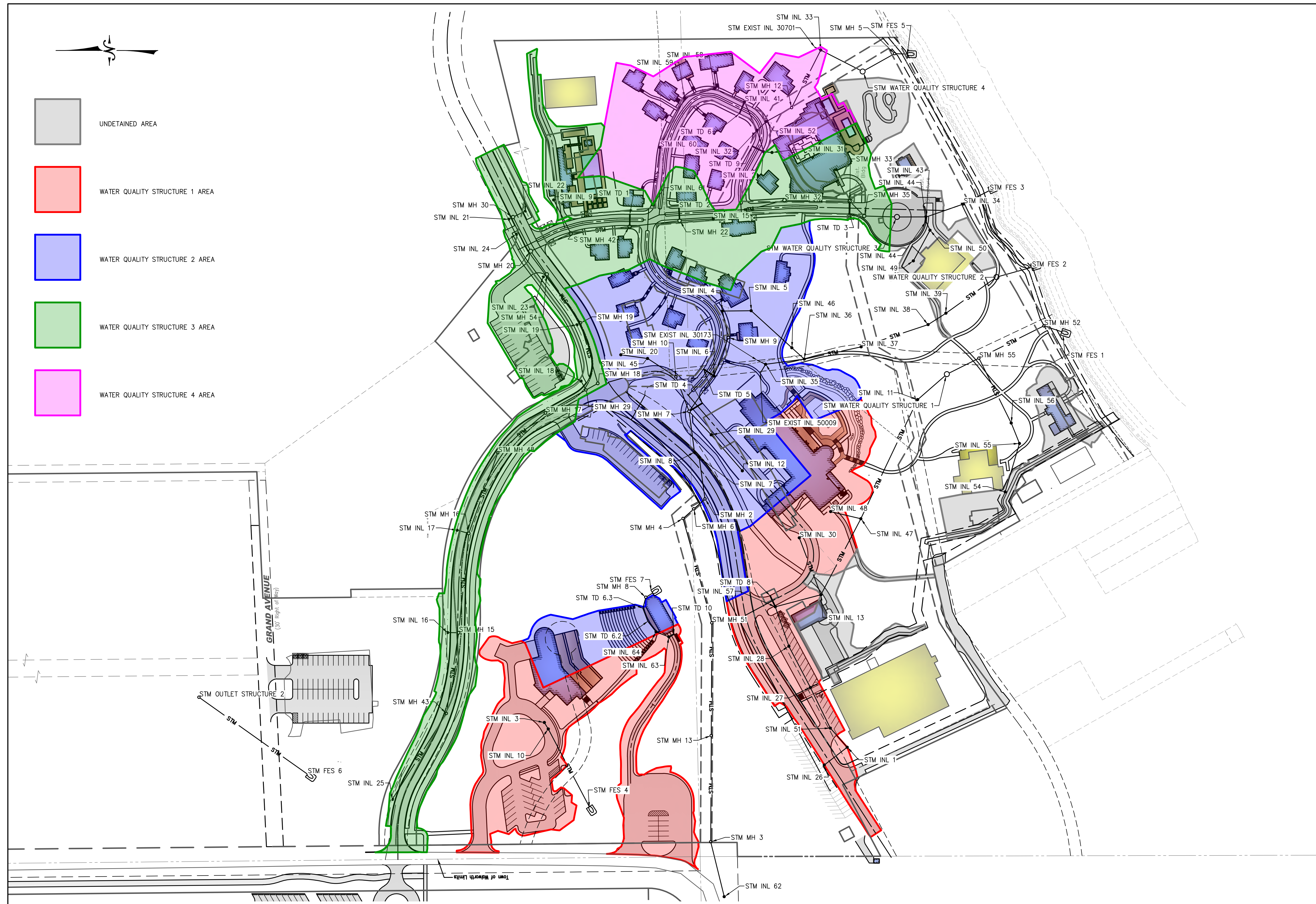
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Data file name: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\Hydrology\SLAMM\BASIN 2P.mdb

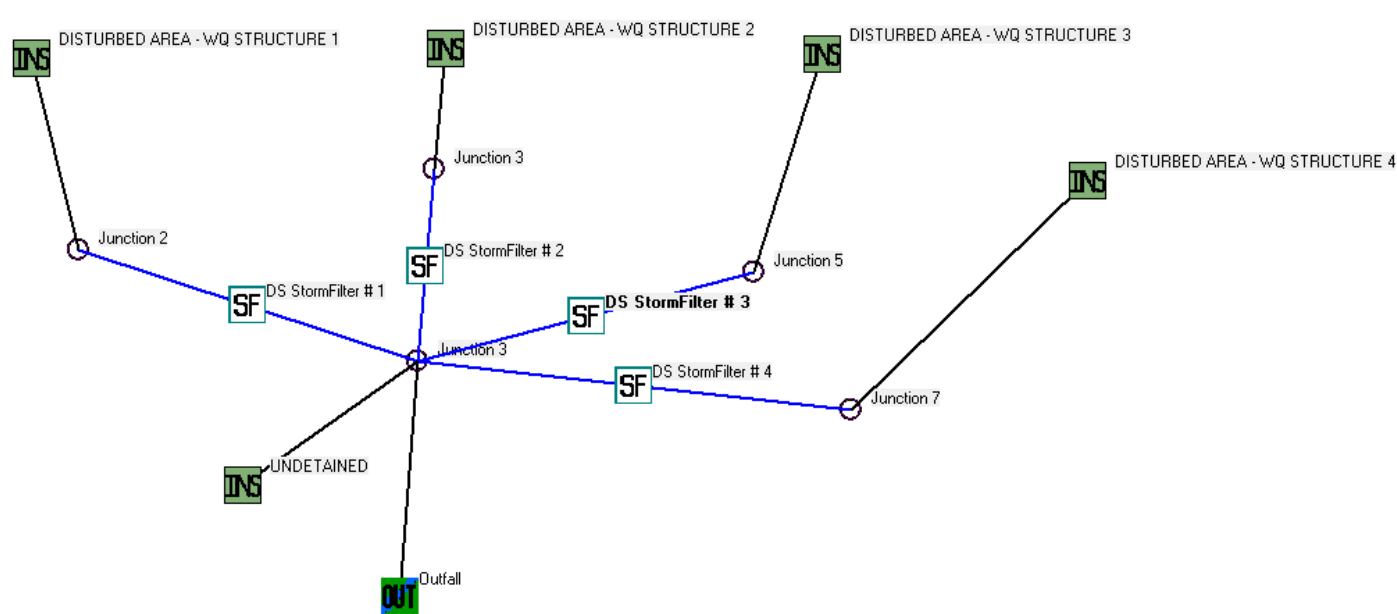
Data file description:

Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppdx
Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance: False
Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv
Cost Data file name:
If Other Device Pollutant Load Reduction Values = 1, Off-site Pollutant Loads are Removed from Pollutant Load % Reduction calculations
Seed for random number generator: -42
Model Run Start Date: 01/01/81 Model Run End Date: 12/31/81
Date of run: 10-17-2025 Time of run: 14:17:53
Total Area Modeled (acres): 48.336
Years in Model Run: 1.00

Particulate		Runoff	Percent Particulate	
Percent		Volume	Runoff	Solids
Solids Particulate		(cu ft)	Volume	Conc.
Yield	Solids		Reduction	(mg/L)
(lbs)	Reduction			
Total of all Land Uses without Controls:		428531	-	160.2
4285	-			
Outfall Total with Controls:		50244	88.28%	206.7
648.2	84.87%			
Annualized Total After Outfall Controls:		50382		
650.0				



CONTECH WATER QUALITY STRUCTURES- STORM FILTER



Data file name: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\Hydrology\SLAMM\Hydrodynamic Devices.mdb
 WinSLAMM Version 10.5.0
 Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN
 Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx
 Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx
 Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
 Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
 Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
 Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std
 Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std
 Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std
 Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance: False
 Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GEO03.ppd
 Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv
 Cost Data file name:
 Seed for random number generator: -42
 Study period starting date: 01/01/81 Study period ending date: 12/31/81
 Start of Winter Season: 12/02 End of Winter Season: 03/12
 Date: 12-04-2025 Time: 15:32:52
 Site information:
 Proposed Site-The Preserve at Williams Bay.
 LU# 1 - Institutional: DISTURBED AREA - WQ STRUCTURE 1 Total area (ac): 3.910
 1 - Roofs 1: 0.400 ac. Pitched Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 13 - Paved Parking 1: 0.650 ac. Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 37 - Streets 1: 1.230 ac. Smooth Street Length = 0.4228 mi Street Width = 24.00071 ft
 Street Edges = 2
 Default St. Dirt Accum. Annual Winter Load = 2500 lbs Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 1.630 ac. Normal Silty Source Area PSD File: C:\WinSLAMM Files\NURP.cpz

 LU# 2 - Institutional: DISTURBED AREA - WQ STRUCTURE 2 Total area (ac): 4.240
 1 - Roofs 1: 0.950 ac. Flat Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 13 - Paved Parking 1: 0.350 ac. Connected Source Area PSD File: C:\WinSLAMM Files\NURP.cpz
 37 - Streets 1: 0.950 ac. Smooth Street Length = 0.3266 mi Street Width = 23.99725 ft

Street Edges = 2
 Default St. Dirt Accum. Annual Winter Load = 2500 lbs Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 1.990 ac. Normal Silty Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz

LU# 3 - Institutional: DISTURBED AREA - WQ STRUCTURE 3 Total area (ac): 4.350
 1 - Roofs 1: 0.700 ac. Pitched Connected Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz
 13 - Paved Parking 1: 0.400 ac. Connected Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz
 37 - Streets 1: 1.650 ac. Smooth Street Length = 0.6359 mi Street Width = 21.40667 ft
 Street Edges = 2
 Default St. Dirt Accum. Annual Winter Load = 2500 lbs Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 1.600 ac. Normal Silty Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz

LU# 4 - Institutional: UNDETAINED Total area (ac): 1.430
 1 - Roofs 1: 0.600 ac. Pitched Disconnected Normal Silty Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 13 - Paved Parking 1: 0.430 ac. Disconnected Normal Silty Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 0.400 ac. Normal Silty Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz

LU# 5 - Institutional: DISTURBED AREA - WQ STRUCTURE 4 Total area (ac): 1.950
 1 - Roofs 1: 0.550 ac. Flat Connected Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz
 37 - Streets 1: 0.450 ac. Smooth Street Length = 0.1547 mi Street Width = 23.99806 ft
 Street Edges = 2
 Default St. Dirt Accum. Annual Winter Load = 2500 lbs Source Area PSD File:
 C:\WinSLAMM Files\NURP.cpz
 45 - Large Landscaped Areas 1: 0.950 ac. Normal Silty Source Area PSD File: C:\WinSLAMM
 Files\NURP.cpz

Control Practice 1: StormFilter CP# 1 (DS) - DS StormFilter # 1
 Media Type: ZPG
 Cartridge Height (in): 27 inches
 Cartridge Flow Rate: 2.0 gpm/sf

Head difference between inlet and outlet inverts (ft): 3.05
Bypass structure location: On Line - Within Cartridge Chamber
Solve for Given Conditions
Number of cartridges: 2
StormFilter particle size distribution file name: Not needed - calculated by program
Model does not determine cleaning frequency for this control practice.

Control Practice 2: StormFilter CP# 2 (DS) - DS StormFilter # 2

Media Type: ZPG
Cartridge Height (in): 27 inches
Cartridge Flow Rate: 2.0 gpm/sf
Head difference between inlet and outlet inverts (ft): 3.05
Bypass structure location: On Line - Within Cartridge Chamber
Solve for Given Conditions
Number of cartridges: 2
StormFilter particle size distribution file name: Not needed - calculated by program
Model does not determine cleaning frequency for this control practice.

Control Practice 3: StormFilter CP# 3 (DS) - DS StormFilter # 3

Media Type: ZPG
Cartridge Height (in): 27 inches
Cartridge Flow Rate: 2.0 gpm/sf
Head difference between inlet and outlet inverts (ft): 3.05
Bypass structure location: On Line - Within Cartridge Chamber
Solve for Given Conditions
Number of cartridges: 1
StormFilter particle size distribution file name: Not needed - calculated by program
Model does not determine cleaning frequency for this control practice.

Control Practice 4: StormFilter CP# 4 (DS) - DS StormFilter # 4

Media Type: ZPG
Cartridge Height (in): 27 inches
Cartridge Flow Rate: 2.0 gpm/sf
Head difference between inlet and outlet inverts (ft): 3.05
Bypass structure location: On Line - Within Cartridge Chamber
Solve for Given Conditions
Number of cartridges: 1
StormFilter particle size distribution file name: Not needed - calculated by program
Model does not determine cleaning frequency for this control practice.

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Data file name: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\Hydrology\SLAMM\Hydrodynamic Devices.mdb

Data file description: Proposed Site-The Preserve at Williams Bay.

Rain file name: C:\WinSLAMM Files\Rain Files\WisReg - Madison WI 1981.RAN

Particulate Solids Concentration file name: C:\WinSLAMM Files\v10.1 WI_AVG01.pscx

Runoff Coefficient file name: C:\WinSLAMM Files\WI_SL06 Dec06.rsvx

Pollutant Relative Concentration file name: C:\WinSLAMM Files\WI_GE003.ppdX

Residential Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Institutional Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Commercial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Industrial Street Delivery file name: C:\WinSLAMM Files\WI_Com Inst Indust Dec06.std

Other Urban Street Delivery file name: C:\WinSLAMM Files\WI_Res and Other Urban Dec06.std

Freeway Street Delivery file name: C:\WinSLAMM Files\Freeway Dec06.std

Apply Street Delivery Files to Adjust the After Event Load Street Dirt Mass Balance: False

Source Area PSD and Peak to Average Flow Ratio File: C:\WinSLAMM Files\NURP Source Area PSD Files.csv

Cost Data file name:

Seed for random number generator: -42

Start of Winter Season: 12/02 End of Winter Season: 03/12

Model Run Start Date: 01/01/81 Model Run End Date: 12/31/81

Date of run: 12-04-2025 Time of run: 15:33:16

Total Area Modeled (acres): 15.880

Years in Model Run: 1.00

	Runoff	Percent	Particulate	Particulate
Percent	Volume	Runoff	Solids	Solids
Particulate	(cu ft)	Volume	Conc.	Yield
Solids		Reduction	(mg/L)	(lbs)
Reduction				
Total of all Land Uses without Controls:	752015	-	242.0	11363
-				
Outfall Total with Controls:	754665	-0.35%	142.3	6703
41.01%				
Annualized Total After Outfall Controls:	756738			6721

Pollutant		Concentration -	Concentration -	Conc.	Pollutant Yield
Pollutant Yield	Pol. Yield	Percent			
		No Controls	With Controls	Units	No Controls
With Controls	Units	Reduction			
Particulate Solids		242.0	142.3	mg/L	11363
6703	lbs	41.01 %			
Total Solids		318.6	158.0	mg/L	14958
7443	lbs	50.24 %			
Total Phosphorus		0.5136	0.3316	mg/L	24.11
15.62	lbs	35.21 %			

Appendix 5 GEOTECHNICAL REPORT





Professional Service Industries, Inc.
821 Corporate Court, Waukesha, WI 53189
Phone: (262) 521-2125
Fax: (262) 521-2471

January 13, 2025

Lynch & Associates – Engineering Consultants, LLC
5482 S. Westridge Drive
New Berlin, WI 53151

Attn: Mr. Ryan Kloth, P.E., CFM
Project Manager

Re: Geotechnical Exploration and Evaluation
Proposed “The Preserve at Williams Bay”
Ravina Road and the former George Williams College Grounds
Williams Bay, Wisconsin
PSI Project No. 00523470

Dear Mr. Kloth:

The geotechnical exploration and evaluation for the referenced project has been completed. An electronic copy of the report is being provided via email. Paper copies can be issued upon request. After you have had the opportunity of reading the report, please call at any time with any questions or comments you may have. Professional Service Industries, Inc. (PSI), an Intertek Company, appreciates the opportunity to be of service on this project, and looks forward to continuing as your geotechnical consultant during the design and construction phases, as well as your upcoming projects.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Patrick J. Patterson, P.G.
Senior Geologist



James M. Becco, P.E.
Principal Consultant



Christopher D. Volkert
Project Geologist

The above Professional Engineering Seal and signature is an electronic production of the original seal and signature. Original hard copies can be provided upon request. This electronic reproduction shall not be construed as an original or certified document.

**GEOTECHNICAL EXPLORATION AND
EVALUATION**

For the:

Proposed "The Preserve at Williams Bay"
Ravina Road
Williams Bay, Wisconsin

Prepared for:

Lynch & Associates
5482 S. Westridge Drive
New Berlin, WI 53151

Prepared by:

Professional Service Industries, Inc.
821 Corporate Court, Waukesha, WI 53189
Phone: (262) 521-2125
Fax: (262) 521-2471

January 13, 2025

PSI Project Number: 00523470



A handwritten signature in black ink, appearing to read "Chris Volkert".

Christopher D. Volkert
Project Geologist

A handwritten signature in black ink, appearing to read "James M. Becco".

James M. Becco, P.E.
Principal Consultant

A handwritten signature in black ink, appearing to read "Patrick J. Patterson".

Patrick J. Patterson, P.G.
Senior Geologist

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Soil Boring Logs
General Notes
Soil Evaluation – Storm Form
USDA Classification Chart



INTRODUCTION

General

This report presents the results of the geotechnical exploration and evaluation for the proposed "The Preserve at Williams Bay" project located in Williams Bay, Wisconsin. The work was performed for Lynch and Associates at the request of Mr. Ryan Kloth.

Purpose

The purpose of this study was to evaluate the subsurface conditions at specific boring locations on the site, and to provide subsurface information for preliminary stormwater design planning. A geotechnical site feasibility evaluation, including structures, roadways, and utilities was not part of the services performed for this project but are recommended as part of site development planning.

Scope

The scope of services included a site reconnaissance, the subsurface exploration, an evaluation of soil characteristics by field and laboratory testing, and an evaluation of the data obtained. The scope of the field work, including the number, location, and depth of the borings was determined by the client.

Authorization

The description of services and authorization to perform this geotechnical exploration and evaluation were in the form of signed PSI Proposal No. 440154, dated December 5, 2024. This report has been prepared on behalf of, and exclusively for the use of Lynch and Associates. The information contained in this report may not be relied upon by any other parties without the express written consent of PSI, and acceptance by such parties of PSI's General Conditions.

SITE AND PROJECT DESCRIPTION

Site Features

The project site is situated in the George Williams College grounds and in the George Williams Golf Course, which is located near the intersection of Ravina Road and Uihlein Road in the Village of Williams Bay, Wisconsin. At the time of exploration, the northern portion was associated with the golf course and generally vacant or wooded, while the southern portion was associated with the college and several existing structures are present in this area of the project. There are residential properties and woodland to the north, east and west and Lake Geneva to the south. Aerial photos of various years between 1985 to 2024 reviewed on Google Earth indicate that the site has remained relatively similar in appearance to as it is currently. The subject site is depicted on the enclosed Boring Location Plans (Figure 1).

The topography of the project site slopes down from the north portion of the site to the south towards Lake Geneva. Boring elevations were not provided by the client at the time of report preparation. However, based on a review of a contour map available on the Walworth County GIS Website, the elevation difference at the borings is approximately 130 feet (EL. 910 to EL. 1040).

Project Description

The project includes the development of three separate stormwater management areas. They consist of an approximate 10,500 square feet basin in the southeastern portion of the site (B-6 and B-7), an approximate 26,000 square feet basin in the northcentral portion of the site (B-4 and B-5), and an approximate 103,000 square feet basin in the west-central portion of the site (B-1, B-2, and B-3).

The southeastern basin has a planned bottom elevation of 906. Existing grades in this area, as shown on the Walworth GIS website, range from 909 to 914. The northcentral basin has a planned bottom elevation of 1038. Existing grades in this area, as shown on the Walworth GIS website, range from 1039 to 1042. The west-central basin has a planned bottom elevation of 1017. Existing grades in this area, as shown on the Walworth GIS website, range from 1019 to 1029, portions of the property. The type and other design details of the stormwater management areas have not been provided.

When additional information regarding the project becomes available, and/or if any of the information discussed herein differs from current plans or changes as design progresses, PSI must be informed so that any necessary revisions to this report can be made.

EXPLORATION AND LABORATORY PROCEDURES

Scope Summary

The field and laboratory data utilized in the evaluation of the subsurface materials was obtained by drilling exploratory test borings, securing soil samples by the split-spoon sampling method, and subjecting the samples to standard laboratory testing.

The field and laboratory work for classification of the subgrade soils was performed to provide information for use by the basin design personnel when considering requirements of Chapter NR151 of the Wisconsin Administrative Code, and of WDNR Technical Standard 1002, "Site Evaluation for Stormwater Infiltration" guidelines. The design of the proposed stormwater management area was beyond the scope of services for this project.

Field Exploration

Seven (7) soil borings were drilled for this project. Borings B-1, B-2, and B-3 were drilled in the area of the west-central stormwater basin, borings B-4 and B-5 were drilled in the area of the

northcentral stormwater basin, and borings B-6 and B-7 were drilled in the area of the southeastern stormwater basin. These borings were drilled to planned depths of 15 and 20 feet below the existing grade. The soil borings were located in the field by PSI utilizing a handheld consumer grade GPS device. The locations are estimated to be accurate to within several feet. The surface elevations of the borings were not provided for the report preparation. The approximate locations of the borings performed are shown on the Boring Location Plan (Figure 1), which is provided in the Appendix of this report.

The soil test borings were performed with an all-terrain vehicle (ATV) mounted rotary drilling rig utilizing continuous flight hollow stem augers to advance the holes. Representative samples were obtained by the Standard Penetration Test (SPT) method using split-spoon sampling procedures in general accordance with ASTM D-1586 procedures. Samples were obtained at 2-foot intervals. The standard penetration value (N) is defined as the number of blows of a 140-pound hammer, falling thirty (30) inches, required to advance the split-spoon sampler one (1) foot into the soil. The sampler is lowered to the bottom of the drill hole and the number of blows recorded for each of the four (4) successive increments of six (6) inches penetration. The "N" value is obtained by adding the second and third incremental numbers. The SPT provides a means of estimating the relative density of granular soils and comparative consistency of cohesive soils, thereby providing a method of evaluating the relative strength and compressibility characteristics of the subsoils.

The SPT soil samples were transferred into clean glass jars immediately after retrieval and returned to the laboratory upon completion of the field operations. Samples will be discarded unless other instructions are received. The soil samples were visually classified by a geologist in general accordance with USDA National Resources Conservation Service textural soil classification procedures. A description of the subsurface conditions encountered at each boring location is shown on the enclosed Soil Boring Logs. After completion of the borings, the auger holes were backfilled to the ground surface with bentonite.

A copy of the Soil Boring Logs, Boring Location Plans (Figure 1), and Soil Evaluation – Storm Forms are enclosed in the Appendix. The soil stratification shown on the logs represents the approximate soil conditions in the actual boring locations at the time of the exploration. The terms and symbols used on the logs are described in the General Notes found in the Appendix.

Laboratory Physical Testing

Soil samples obtained from the exploration were visually classified in the laboratory, and subjected to testing, which included moisture content determinations.

Selected cohesive soil samples were tested in unconfined compression with a controlled strain loading rate and/or with a calibrated hand penetrometer to aid in evaluating the soil strength characteristics. The values of strength tests performed on soil samples obtained by the Standard Penetration Test Method (SPT) are considered approximate, recognizing that the SPT method provides a representative but somewhat disturbed soil sample.

The laboratory testing was performed in general accordance with the respective ASTM methods, as applicable, and the results are shown on the boring logs in the Appendix.

DESCRIPTION OF SUBSURFACE CONDITIONS

General

A description of the subsurface conditions encountered at the test boring locations is shown on the Soil Boring Logs. The lines of demarcation shown on the logs represent an approximate boundary between the various soil classifications. It must be recognized that the soil descriptions are considered representative estimates for the specific test hole location, but those variations may occur between and beyond the sampling intervals and boring locations. Soil depths, topsoil, and layer thicknesses, and demarcation lines utilized for preconstruction planning should not be expected to yield exact and final quantities. A summary of the major soil profile components is described in the following paragraphs.

Soil Conditions

Stormwater Management Area Borings - USDA Classification

The surficial materials at borings B-1 through B-5 consisted of about 7 to 9 inches of dark brown loam topsoil. The topsoil in these borings was underlain by dark brown silty clay loam to gravelly sandy loam depths of about 2 to 8 feet below existing grade. The deeper soils in these borings predominantly consisted of light yellowish brown to yellowish brown gravelly fine sand to very gravelly fine to medium sand to the boring termination depths of 15 to 20 feet below existing grade. The surficial materials at borings B-6 and B-7 consisted of about 8 to 9 inches of black silt loam topsoil fill. The topsoil fill in these borings was underlain by fill consisting of brown and very dark brown gravelly sandy loam and loam to a depth of about 4 feet below existing grade. The soils beneath the fill consisted of natural dark brown gravelly sandy loam to the boring termination depth of 15 feet below existing grade.

The foregoing discussion of soil conditions on this site represents a generalized soil profile as determined at the test boring locations. A more detailed description and supporting data for each test location can be found on the individual Soil Boring Logs.

Groundwater Observations

Groundwater observations were made during the drilling operations and in the open boreholes upon completion of drilling and removal of the augers. No groundwater was observed within the borings during auger advancement or upon completion of drilling and removal of the augers.

The groundwater observations reported herein are considered approximate. It must be recognized that groundwater levels fluctuate with time due to variations in seasonal

precipitation, lateral drainage conditions, and soil permeability characteristics. Longer-term monitoring would be required to further evaluate groundwater levels on this site.

STORMWATER MANAGEMENT AREA CONSIDERATIONS

As requested by the client, borings were completed within the areas of proposed stormwater management basins. The subgrade soils encountered in the borings have been visually classified in general accordance with the USDA textural soil classification system. They consisted of silty clay loam, gravelly sandy loam, loam, very gravelly fine sand, and very gravelly fine to medium sand. No groundwater was observed within the borings. Fill soils were encountered in B-6 and B-7 to a depth of about 4 feet below existing grade. No groundwater was observed in the borings during auger advancement or upon completion.

With regard to the above soil and groundwater conditions encountered at the borings, NR 151.124(4)(c)1 and 2 – *Infiltration rate exemptions* indicates that infiltration practices located in an area where the infiltration rate of the soil measured at the proposed bottom of the infiltration system is less than 0.6 inches per hour using a scientifically credible field test method; or an area where the least permeable soil horizon to 5 feet below the proposed bottom of the infiltration system using the USDA method of soils analysis consists of sandy clay loam, clay loam, silty clay loam, sandy clay, silty clay or clay may be credited toward meeting the requirements, but the decision to infiltrate under these conditions is optional. In addition, NR 151.124(4)(b)1 – *Separation distances* indicates that infiltration practices shall be located so that the characteristics of the soil and the separation distance between the bottom of the infiltration system and the elevation of seasonal high groundwater or the top of bedrock are in accordance with the following Table (reproduced from NR 151.124):

Table 3. Separation Distances and Soil Characteristics		
Source Area	Separation Distance	Soil Characteristics
Industrial, Commercial, Institutional Parking Lots and Roads	5 feet or more	Filtering Layer*
Residential Arterial Roads	5 feet or more	Filtering Layer*
Roofs Draining to Surface Infiltration Practices	1 foot or more	Native or Engineered Soil with Particles Finer than Coarse Sand
Roofs Draining to Surface Infiltration Practices	Not Applicable	
All Other Impervious Source Areas	3 feet or more	Filtering Layer*

*Defined in NR 151.002(14r) as a "soil that has at least a 3-foot deep layer with at least 20 percent fines; or at least a 5-foot deep layer with at least 10 percent fines; or an engineered soil with an equivalent level of protection as determined by the regulatory authority for the site."

The information shown above is a selected excerpt from NR151 that is intended only as general guidance for considering stormwater management in conjunction with the encountered

subsurface conditions at the borings. Basin design must be performed by a qualified and experienced firm. In addition, the entirety of Chapter NR151 of the Wisconsin Administrative Code, the Site Evaluation for Stormwater Infiltration (1002) document, and other applicable references; along with appropriate state, local or other municipal requirements must be consulted as part of site-specific stormwater design.

It is recommended that stormwater management basins not be placed in close proximity to basements or other below grade structures. Proper and careful consideration of soils and subsurface conditions must be given during site and design planning, and extreme care must be exercised during construction. Lateral migration of water may result in substantially increased sump pump activity and can quickly overcome the ability of such pumps to maintain a desirable water level, resulting in significant flooding. The potential for such conditions to occur can greatly increase when below grade floor elevations encroach upon or are below the elevation of basin bottoms and/or when basins are placed in close proximity to structures (strongly not recommended). In addition, the presence of granular or other generally permeable soils, which is typically necessary in the areas of structures for utility backfill, alongside basement walls, or within other development excavations/trenches can act as extensive migration channels to rapidly carry large volumes of water from basins and into nearby below grade structures. Building codes or municipal regulations may require that floor elevations of below grade structures be a specified distance above the water level of nearby basins or other stormwater features. It is therefore recommended that the design engineer (or other appropriate representative) review applicable municipal or other regulatory requirements and verify the design normal and design high water elevations of stormwater basins/features with respect to planned or existing below grade slab elevations.

GENERAL COMMENTS

This geotechnical exploration and evaluation have been prepared to aid in the evaluation of the subsurface conditions on this site. The recommendations presented herein are based on the available soil information and the preliminary project information provided. Any changes in the planned project activities should be brought to the attention of the soil engineer to determine if modifications in the recommendations are required. The final design plans and specifications should also be reviewed by the soil engineer to determine that the recommendations presented herein have been interpreted and implemented as intended.

This geotechnical study has been conducted in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations and opinions contained herein have been promulgated in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations expressed or implied, and no warranty or guarantee is included or intended in this report.

Appendix

Figure 1 – Boring Location Plan
Soil Boring Logs
General Notes
Soil Evaluation – Storm Form
USDA Classification Chart



The Preserve at Williams Bay Stormwater
Williams Bay, WI

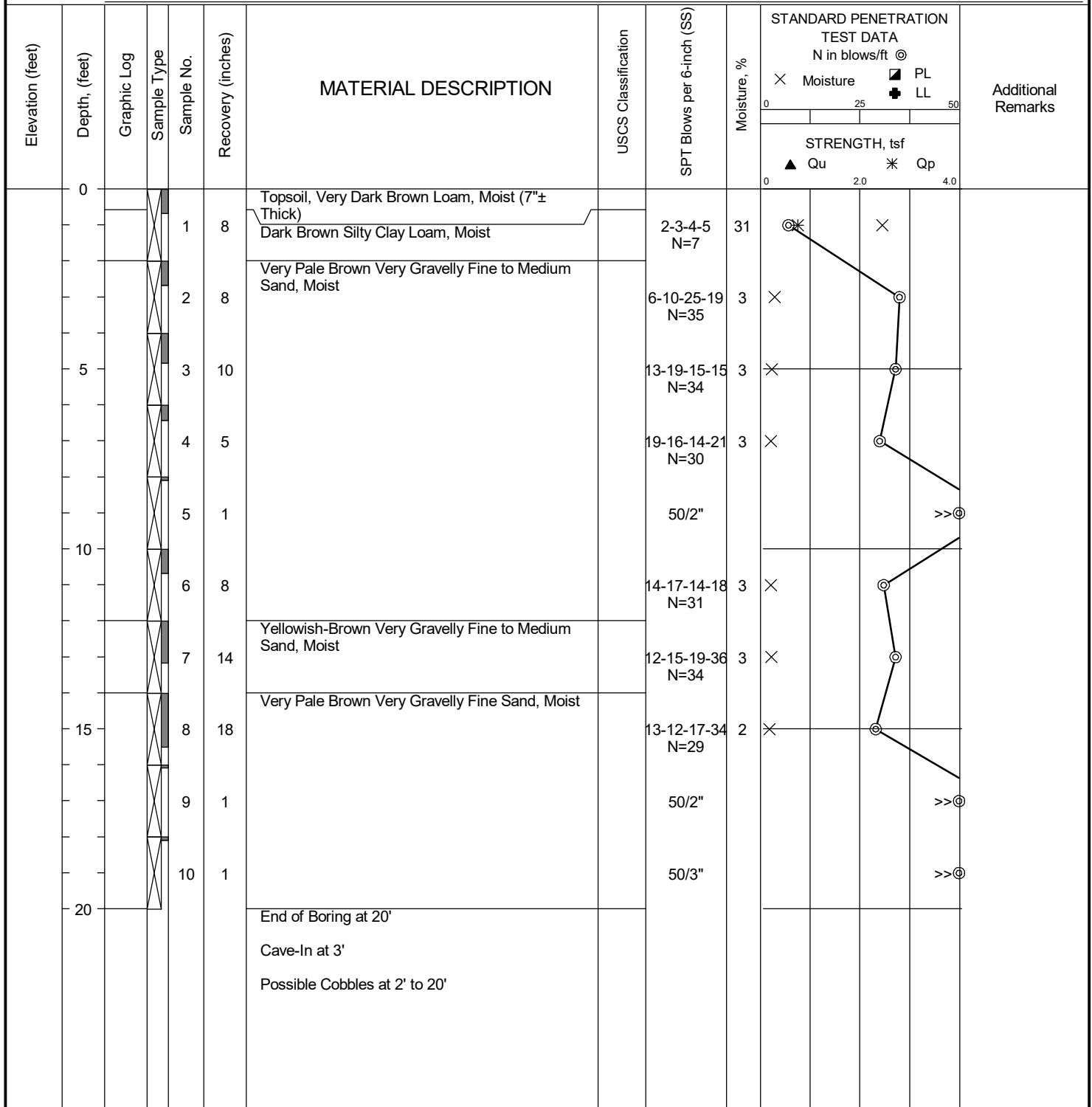
FIGURE 1: BORING LOCATION PLAN

SCALE: 1 inch = 370 feet (approx.)

DATE: 12/20/2024

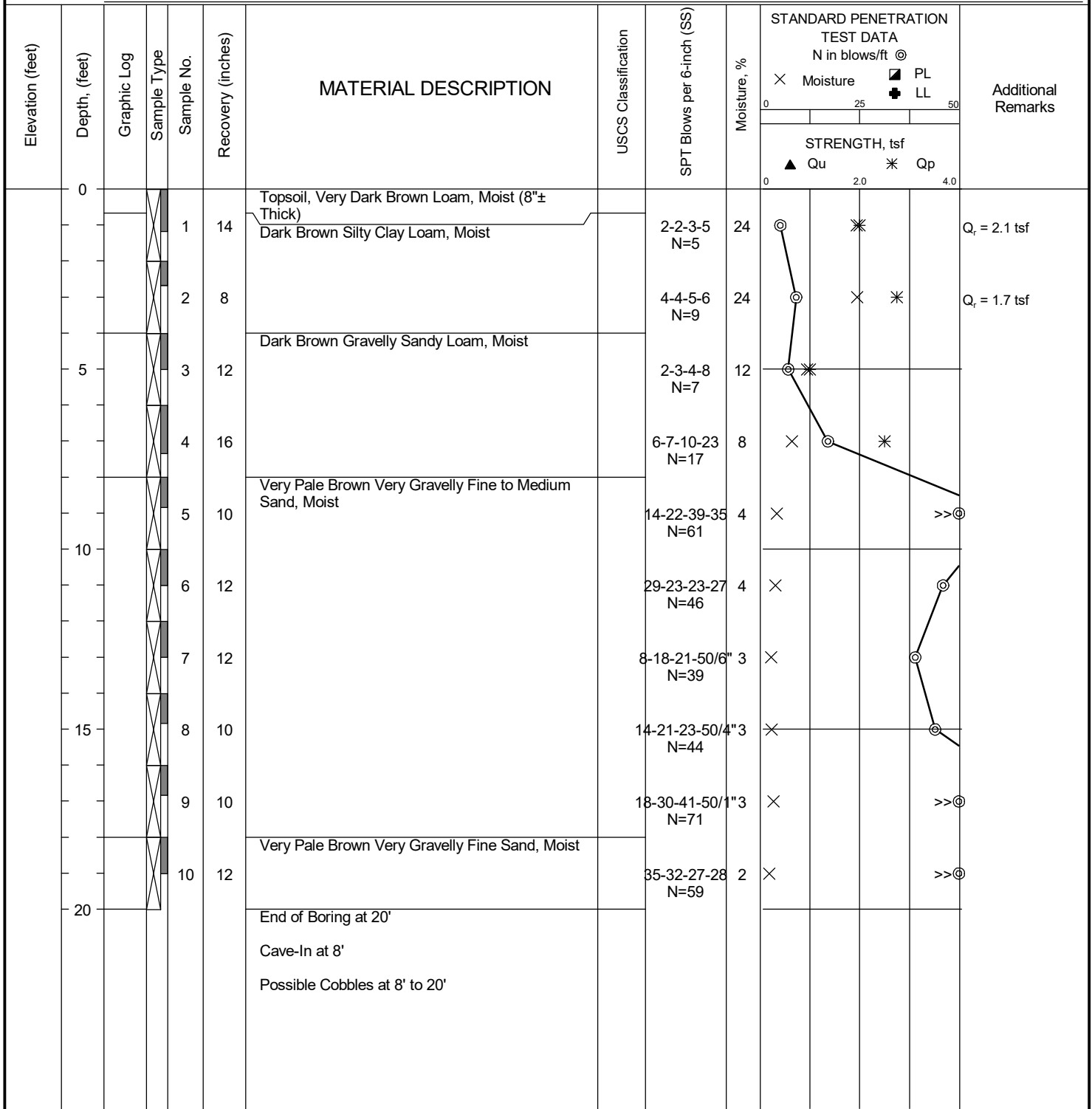
PROJECT NUMBER: 00523470

DATE STARTED: 12/26/24 DATE COMPLETED: 12/26/24 COMPLETION DEPTH: 20.0 ft BENCHMARK: N/A ELEVATION: N/A LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS:	DRILL COMPANY: PSI, Inc. DRILLER: DT LOGGED BY: AW DRILL RIG: Marooka D-50 ATV - Rig #395 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY:	BORING B-1 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 5%; text-align: center; font-weight: bold;">Water</td> <td style="width: 10%; text-align: center;">▽</td> <td style="width: 45%;">While Drilling</td> <td style="width: 40%;">NOT OBSVD</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td>NOT OBSVD</td> </tr> <tr> <td style="text-align: center;">▽</td> <td>Delay</td> <td>N/A</td> </tr> </table> BORING LOCATION:	Water	▽	While Drilling	NOT OBSVD	▼	Upon Completion	NOT OBSVD	▽	Delay	N/A
Water	▽	While Drilling		NOT OBSVD								
	▼	Upon Completion		NOT OBSVD								
	▽	Delay	N/A									



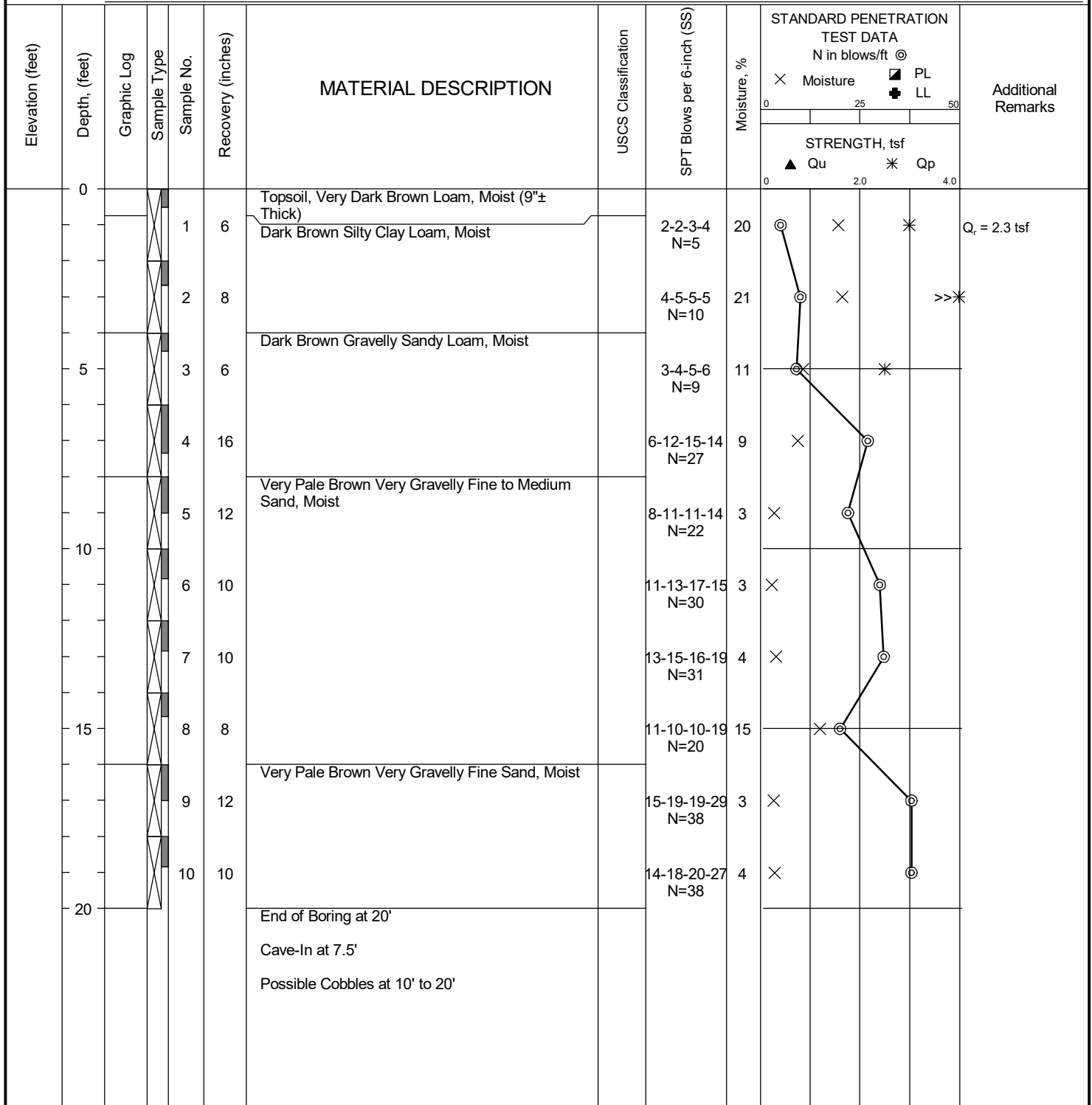
	Professional Service Industries, Inc. 821 Corporate Court, Suite 100 Waukesha, WI 53189 Telephone: (262) 521-2125	PROJECT NO.: 00523470 PROJECT: The Preserve at Williams Bay LOCATION: Village of Williams Bay, WI
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DATE STARTED: 12/27/24		DRILL COMPANY: PSI, Inc.		BORING B-2	
DATE COMPLETED: 12/27/24		DRILLER: DT LOGGED BY: AW			
COMPLETION DEPTH: 20.0 ft		DRILL RIG: Marooka D-50 ATV - Rig #395		Water ☐ While Drilling NOT OBSVD ☒ Upon Completion NOT OBSVD ☐ Delay N/A	
BENCHMARK: N/A		DRILLING METHOD: Hollow Stem Auger			
ELEVATION: N/A		SAMPLING METHOD: SS		BORING LOCATION:	
LATITUDE:		HAMMER TYPE: Automatic			
LONGITUDE:		EFFICIENCY: N/A			
STATION: N/A OFFSET: N/A		REVIEWED BY:			
REMARKS:					



	Professional Service Industries, Inc. 821 Corporate Court, Suite 100 Waukesha, WI 53189 Telephone: (262) 521-2125	PROJECT NO.: 00523470 PROJECT: The Preserve at Williams Bay LOCATION: Village of Williams Bay, WI

DATE STARTED: 12/27/24 DATE COMPLETED: 12/27/24 COMPLETION DEPTH: 20.0 ft BENCHMARK: N/A ELEVATION: N/A LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS:	DRILL COMPANY: PSI, Inc. DRILLER: DT LOGGED BY: AW DRILL RIG: Marooka D-50 ATV - Rig #395 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY:	BORING B-3 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 5%; text-align: center; font-weight: bold;">Water</td> <td style="width: 10%; text-align: center;">▽</td> <td style="width: 45%;">While Drilling</td> <td style="width: 40%;">NOT OBSVD</td> </tr> <tr> <td style="text-align: center;">▼</td> <td>Upon Completion</td> <td>NOT OBSVD</td> </tr> <tr> <td style="text-align: center;">⏸</td> <td>Delay</td> <td>N/A</td> </tr> </table> BORING LOCATION:	Water	▽	While Drilling	NOT OBSVD	▼	Upon Completion	NOT OBSVD	⏸	Delay	N/A
Water	▽	While Drilling		NOT OBSVD								
	▼	Upon Completion		NOT OBSVD								
	⏸	Delay	N/A									



	Professional Service Industries, Inc. 821 Corporate Court, Suite 100 Waukesha, WI 53189 Telephone: (262) 521-2125	PROJECT NO.: 00523470 PROJECT: The Preserve at Williams Bay LOCATION: Village of Williams Bay, WI
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The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 12/26/24 DATE COMPLETED: 12/26/24 COMPLETION DEPTH: 15.0 ft BENCHMARK: N/A ELEVATION: N/A LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS:		DRILL COMPANY: PSI, Inc. DRILLER: DT LOGGED BY: AW DRILL RIG: Marooka D-50 ATV - Rig #395 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY:		BORING B-4 Water ☐ While Drilling ☐ Upon Completion ☐ Delay NOT OBSVD NOT OBSVD N/A BORING LOCATION:	
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Elevation (feet)	Depth, (feet)	Graphic Log	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @		Additional Remarks
									Moisture PL LL		
									Qu Qp		
0					Topsoil, Very Dark Brown Loam, Moist (9"± Thick)			26			
			1	14	Dark Brown Silty Clay Loam, Moist		7-7-7-10 N=14	11			Q _r = 2.5 tsf
			2	16	Dark Brown Gravelly Sandy Loam, Moist		6-7-7-8 N=14	7			
5			3	12			9-9-11-15 N=20	6			
			4	12	Very Pale Brown Very Gravelly Fine to Medium Sand, Moist		5-11-12-19 N=23	3			
10			5	14			7-19-38-43 N=57	3			
			6	12			11-21-21-23 N=42	3			
			7	14	Very Pale Brown Very Gravelly Fine Sand, Moist		19-34-39-44 N=73	2			
15					End of Boring at 15'						
					Cave-In at 5'						
					Possible Cobbles at 9' to 15'						

	Professional Service Industries, Inc. 821 Corporate Court, Suite 100 Waukesha, WI 53189 Telephone: (262) 521-2125	PROJECT NO.: 00523470 PROJECT: The Preserve at Williams Bay LOCATION: Village of Williams Bay, WI
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The stratification lines represent approximate boundaries. The transition may be gradual.

Water		While Drilling	NOT OBSVD
		Upon Completion	NOT OBSVD
		Delay	N/A

STANDARD PENETRATION
TEST DATA
N in blows/ft ©

× Moisture ■ PL
 + LL

0 25 50

STRENGTH, tsf

▲ Qu * Qp

0 2.0 4.0

intertek
psi

DATE STARTED: 1/7/25 DATE COMPLETED: 1/7/25 COMPLETION DEPTH: 15.0 ft BENCHMARK: N/A ELEVATION: N/A LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS:		DRILL COMPANY: PSI, Inc. DRILLER: DT LOGGED BY: AW DRILL RIG: Marooka D-50 ATV - Rig #395 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY:		BORING B-6 Water ☐ While Drilling ☐ Upon Completion ☐ Delay NOT OBSVD NOT OBSVD N/A BORING LOCATION:	
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Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @	Additional Remarks
0						Topsoil Fill, Black Silty Loam, Moist (9"± Thick)					
				1	14	Fill, Brown and Very Dark Brown Sandy Loam and Loam, Moist		5-8-11-19 N=19	7	X Moisture ▲ Qu □ PL + LL	
				2	8	Dark Brown Gravelly Sandy Loam, Moist		11-25-36-37 N=61	8		
5				3	12			32-24-16-8 N=40	12		
				4	14			5-5-6-7 N=11	10		
10				5	16			4-8-15-16 N=23	15		
				6	12			7-11-12-9 N=23	7		
				7	14			6-9-12-13 N=21	7		
15						End of Boring at 15'					
						Cave-In at 7'					

	Professional Service Industries, Inc. 821 Corporate Court, Suite 100 Waukesha, WI 53189 Telephone: (262) 521-2125	PROJECT NO.: 00523470 PROJECT: The Preserve at Williams Bay LOCATION: Village of Williams Bay, WI
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The stratification lines represent approximate boundaries. The transition may be gradual.

DATE STARTED: 1/7/25 DATE COMPLETED: 1/7/25 COMPLETION DEPTH: 15.0 ft BENCHMARK: N/A ELEVATION: N/A LATITUDE: LONGITUDE: STATION: N/A OFFSET: N/A REMARKS:		DRILL COMPANY: PSI, Inc. DRILLER: DT LOGGED BY: AW DRILL RIG: Marooka D-50 ATV - Rig #395 DRILLING METHOD: Hollow Stem Auger SAMPLING METHOD: SS HAMMER TYPE: Automatic EFFICIENCY: N/A REVIEWED BY:		BORING B-7			
				Water ☐ While Drilling NOT OBSVD ☐ Upon Completion NOT OBSVD ☐ Delay N/A			
				BORING LOCATION:			

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft @	Additional Remarks
0						Topsoil Fill, Black Silty Loam, Moist (8"± Thick)					
				1	16	Fill, Brown and Dark Brown Sandy Loam and Loam, Moist		6-4-6-8 N=10			
				2	10	Dark Brown Gravelly Sandy Loam, Moist		3-3-4-4 N=7			
5				3	10			7-9-9-12 N=18			
				4	10			5-10-12-8 N=22			
10				5	16			6-11-18-13 N=29			
				6	12			8-12-16-11 N=28			
15				7	20			13-13-12-12 N=25			
						End of Boring at 15'					
						Cave-In at 6.5'					

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The stratification lines represent approximate boundaries. The transition may be gradual.

GENERAL NOTES

SAMPLE IDENTIFICATION

The Unified Soil Classification System (USCS), AASHTO 1988 and ASTM designations D2487 and D-2488 are used to identify the encountered materials unless otherwise noted. Coarse-grained soils are defined as having more than 50% of their dry weight retained on a #200 sieve (0.075mm); they are described as: boulders, cobbles, gravel or sand. Fine-grained soils have less than 50% of their dry weight retained on a #200 sieve; they are defined as silts or clay depending on their Atterberg Limit attributes. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size.

DRILLING AND SAMPLING SYMBOLS

SFA: Solid Flight Auger - typically 4" diameter flights, except where noted.	☒ SS: Split-Spoon - 1 3/8" I.D., 2" O.D., except where noted.
HSA: Hollow Stem Auger - typically 3 1/4" or 4 1/4" I.D. openings, except where noted.	■ ST: Shelby Tube - 3" O.D., except where noted.
M.R.: Mud Rotary - Uses a rotary head with Bentonite or Polymer Slurry	▮ RC: Rock Core
R.C.: Diamond Bit Core Sampler	↓ TC: Texas Cone
H.A.: Hand Auger	☞ BS: Bulk Sample
P.A.: Power Auger - Handheld motorized auger	☒ PM: Pressuremeter
	CPT-U: Cone Penetrometer Testing with Pore-Pressure Readings

SOIL PROPERTY SYMBOLS

N: Standard "N" penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2-inch O.D. Split-Spoon.
N ₆₀ : A "N" penetration value corrected to an equivalent 60% hammer energy transfer efficiency (ETR)
Q _u : Unconfined compressive strength, TSF
Q _p : Pocket penetrometer value, unconfined compressive strength, TSF
w%: Moisture/water content, %
LL: Liquid Limit, %
PL: Plastic Limit, %
PI: Plasticity Index = (LL-PL), %
DD: Dry unit weight, pcf
▼, ▼, ▼ Apparent groundwater level at time noted

RELATIVE DENSITY OF COARSE-GRAINED SOILS

Relative Density	N - Blows/foot
Very Loose	0 - 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	50 - 80
Extremely Dense	80+

ANGULARITY OF COARSE-GRAINED PARTICLES

Description	Criteria
Angular:	Particles have sharp edges and relatively plane sides with unpolished surfaces
Subangular:	Particles are similar to angular description, but have rounded edges
Subrounded:	Particles have nearly plane sides, but have well-rounded corners and edges
Rounded:	Particles have smoothly curved sides and no edges

GRAIN-SIZE TERMINOLOGY

Component	Size Range
Boulders:	Over 300 mm (>12 in.)
Cobbles:	75 mm to 300 mm (3 in. to 12 in.)
Coarse-Grained Gravel:	19 mm to 75 mm (3/4 in. to 3 in.)
Fine-Grained Gravel:	4.75 mm to 19 mm (No.4 to 3/4 in.)
Coarse-Grained Sand:	2 mm to 4.75 mm (No.10 to No.4)
Medium-Grained Sand:	0.42 mm to 2 mm (No.40 to No.10)
Fine-Grained Sand:	0.075 mm to 0.42 mm (No. 200 to No.40)
Silt:	0.005 mm to 0.075 mm
Clay:	<0.005 mm

PARTICLE SHAPE

Description	Criteria
Flat:	Particles with width/thickness ratio > 3
Elongated:	Particles with length/width ratio > 3
Flat & Elongated:	Particles meet criteria for both flat and elongated

RELATIVE PROPORTIONS OF FINES

Descriptive Term	% Dry Weight
Trace:	< 5%
With:	5% to 12%
Modifier:	>12%

GENERAL NOTES

(Continued)

CONSISTENCY OF FINE-GRAINED SOILS

<u>Q_u - TSF</u>	<u>N - Blows/foot</u>	<u>Consistency</u>
0 - 0.25	0 - 2	Very Soft
0.25 - 0.50	2 - 4	Soft
0.50 - 1.00	4 - 8	Firm (Medium Stiff)
1.00 - 2.00	8 - 15	Stiff
2.00 - 4.00	15 - 30	Very Stiff
4.00 - 8.00	30 - 50	Hard
8.00+	50+	Very Hard

MOISTURE CONDITION DESCRIPTION

<u>Description</u>	<u>Criteria</u>
Dry:	Absence of moisture, dusty, dry to the touch
Moist:	Damp but no visible water
Wet:	Visible free water, usually soil is below water table

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term</u>	<u>% Dry Weight</u>
Trace:	< 15%
With:	15% to 30%
Modifier:	>30%

STRUCTURE DESCRIPTION

<u>Description</u>	<u>Criteria</u>	<u>Description</u>	<u>Criteria</u>
Stratified:	Alternating layers of varying material or color with layers at least ¼-inch (6 mm) thick	Blocky:	Cohesive soil that can be broken down into small angular lumps which resist further breakdown
Laminated:	Alternating layers of varying material or color with layers less than ¼-inch (6 mm) thick	Lensed:	Inclusion of small pockets of different soils
Fissured:	Breaks along definite planes of fracture with little resistance to fracturing	Layer:	Inclusion greater than 3 inches thick (75 mm)
Slickensided:	Fracture planes appear polished or glossy, sometimes striated	Seam:	Inclusion 1/8-inch to 3 inches (3 to 75 mm) thick extending through the sample
		Parting:	Inclusion less than 1/8-inch (3 mm) thick

SCALE OF RELATIVE ROCK HARDNESS

<u>Q_u - TSF</u>	<u>Consistency</u>
2.5 - 10	Extremely Soft
10 - 50	Very Soft
50 - 250	Soft
250 - 525	Medium Hard
525 - 1,050	Moderately Hard
1,050 - 2,600	Hard
>2,600	Very Hard

ROCK BEDDING THICKNESSES

<u>Description</u>	<u>Criteria</u>
Very Thick Bedded	Greater than 3-foot (>1.0 m)
Thick Bedded	1-foot to 3-foot (0.3 m to 1.0 m)
Medium Bedded	4-inch to 1-foot (0.1 m to 0.3 m)
Thin Bedded	1¼-inch to 4-inch (30 mm to 100 mm)
Very Thin Bedded	½-inch to 1¼-inch (10 mm to 30 mm)
Thickly Laminated	1/8-inch to ½-inch (3 mm to 10 mm)
Thinly Laminated	1/8-inch or less "paper thin" (<3 mm)

ROCK VOIDS

<u>Voids</u>	<u>Void Diameter</u>
Pit	<6 mm (<0.25 in)
Vug	6 mm to 50 mm (0.25 in to 2 in)
Cavity	50 mm to 600 mm (2 in to 24 in)
Cave	>600 mm (>24 in)

GRAIN-SIZED TERMINOLOGY

<u>(Typically Sedimentary Rock)</u>	
<u>Component</u>	<u>Size Range</u>
Very Coarse Grained	>4.76 mm
Coarse Grained	2.0 mm - 4.76 mm
Medium Grained	0.42 mm - 2.0 mm
Fine Grained	0.075 mm - 0.42 mm
Very Fine Grained	<0.075 mm

ROCK QUALITY DESCRIPTION

<u>Rock Mass Description</u>	<u>RQD Value</u>
Excellent	90 -100
Good	75 - 90
Fair	50 - 75
Poor	25 -50
Very Poor	Less than 25

DEGREE OF WEATHERING

Slightly Weathered:	Rock generally fresh, joints stained and discoloration extends into rock up to 25 mm (1 in), open joints may contain clay, core rings under hammer impact.
Weathered:	Rock mass is decomposed 50% or less, significant portions of the rock show discoloration and weathering effects, cores cannot be broken by hand or scraped by knife.
Highly Weathered:	Rock mass is more than 50% decomposed, complete discoloration of rock fabric, core may be extremely broken and gives clunk sound when struck by hammer, may be shaved with a knife.

SOIL CLASSIFICATION CHART

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

SOIL EVALUATION - STORM

Page 1 of 3

In accordance with SPS 382.365 & 385, Wis. Adm. Code and WDNR Standard 1002

Attach complete site plan on paper not less than 8 1/2 x 11 inches in size. Plan must include, but not limited to: vertical and horizontal reference point (BM), direction and percent slope, scale or dimensions, north arrow, and BM referenced to nearest road. Please print all information. Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04 (1) (m)].				County Walworth	
				Parcel I.D.	
				Reviewed by: Date:	
Property Owner		Property Location: Ravinia Road, Williams Bay, WI			
		Govt. Lot			
Property Owner's Mailing Address		Lot #	Block #	Subd. Name or CSM#	
City	State	Zip Code	Phone Number	Nearest Road	
				Williams Bay Ravinia Road	
Drainage area _____ ☐ sq. ft. ☐ acres		Hydraulic Application Test Method:		Soil Moisture	
Optional: Test Site Suitable for (check all that apply) ☐ Irrigation ☐ Bioretention trench ☐ Trench(es) ☐ Rain Garden ☐ Grassed swale ☐ Reuse ☐ Infiltration trench ☐ SDS (> 15' wide) ☐ Other _____		☒ Morphological Evaluation ☐ Double Ring Infiltrometer ☐ Other (specify)		Date of Borings: January 7, 2025 USDA-NRCS WETS Value: 10 ☐ Dry = 1; ☒ Normal = 2; ☐ Wet = 3.	

1	Obs. #	☒ Boring	B-1								
		☐ Pit	Ground surface elevation ±				Elevation of limiting factor: >20'±				
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	% Fines	Hydraulic App. Rate Inches/Hr.	
1	0-7	10YR 2/2		l	0 cr	ml		<15		0.24	
2	7-24	10YR 3/3		sicl	1 f sbk	ml		<15		0.04	
3	24-144	10YR 7/4		vgrf-ms	0 sg	ml		>35		3.6	
4	144-168	10YR 5/4		vgrf-ms	0 sg	ml		>35		3.6	
5	168-240	10YR 7/3		vgrfs	0 sg	ml		>35		0.5	
Comment: cobbles from 2 feet to 20 feet											

2	Obs. #	☒ Boring	B-2								
		☐ Pit	Ground surface elevation ±		Elevation of limiting factor: >20'±						
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	% Fines	Hydraulic App. Rate Inches/Hr.	
1	0-8	10YR 2/2		l	0 cr	ml		<15		0.24	
2	8-48	10YR 3/3		sicl	1 f sbk	ml		<15		0.04	
3	48-96	10YR 3/3		grsl	1 f sbk	mfr		>15		0.5	
4	96-216	10YR 7/4		vgrf-ms	0 sg	ml		>35		3.6	
5	216-240	10YR 7/3		vgrfs	0 sg	ml		>35		0.5	
Comment: cobbles from 8 feet to 20 feet											

CST/PSS Name (Please Print)		Signature	CST/PSS/Geologist Number
Patrick J. Patterson			G-229
Address		Date Evaluation Conducted	Telephone Number
821 Corporate Court, Waukesha, WI 53189		1/8/2025	262 521 2125

SBD-10793 (R.01/17)

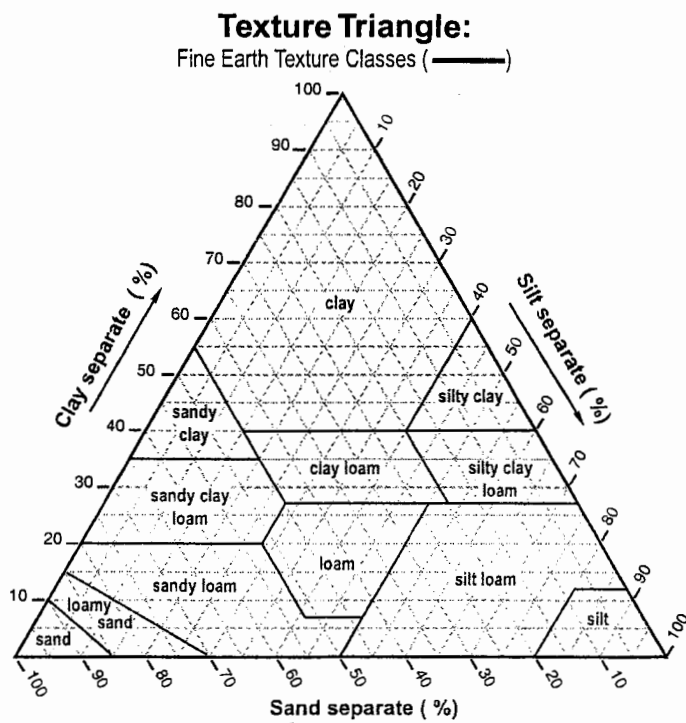
3	Obs. #	☒ Boring	B-3								
		☐ Pit	Ground surface elevation ±		Elevation of limiting factor: >20'±						
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	% Fines	Hydraulic App. Rate	
										Inches/Hr.	
1	0-9	10YR 2/2		l	0 cr	ml		<15		0.24	
2	9-48	10YR 3/3		sicl	1 f sbk	ml		<15		0.04	
3	48-96	10YR 3/3		grsl	1 f sbk	mfr		>15		0.5	
4	96-192	10YR 7/4		vgrf-ms	0 sg	ml		>35		3.6	
5	192-240	10YR 7/3		vgrfs	0 sg	ml		>35		0.5	
Comment: cobbles from 10 feet to 20 feet											

4	Obs. #	☒ Boring	B-4								
		☐ Pit	Ground surface elevation ±			Elevation of limiting factor: >15'±					
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	% Fines	Hydraulic App. Rate	
										Inches/Hr.	
1	0-9	10YR 2/2		l	0 cr	ml		<15		0.24	
2	9-36	10YR 3/3		sicl	1 f sbk	ml		<15		0.04	
3	36-84	10YR 3/3		grsl	1 f sbk	mfr		>15		0.5	
4	84-156	10YR 7/4		vgrf-ms	0 sg	ml		>35		3.6	
5	156-180	10YR 7/3		vgrfs	0 sg	ml		>35		0.5	
Comment: cobbles from 9 feet to 15 feet											

5	Obs. #	☒ Boring	B-5								
		☐ Pit	Ground surface elevation ±			Elevation of limiting factor: >15±					
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	% Fines	Hydraulic App. Rate	
										Inches/Hr.	
1	0-8	10YR 2/2		l	0 cr	ml		<15		0.24	
2	8-60	10YR 3/3		grsl	1 f sbk	mfr		>15		0.5	
3	60-84	10YR 5/4		grfs	0 sg	mfi		>15		0.5	
4	84-180	10YR 7/4		vgrf-ms	0 sg	ml		>35		3.6	
Comment: cobbles from 5 feet to 15 feet											

6	Obs. #	☒ Boring	B-6								
		☐ Pit	Ground surface elevation ±		Elevation of limiting factor: >15±						
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	% Fines	Hydraulic App. Rate	
										Inches/Hr.	
1	0-9	10YR 2/1		sil	0 cr	ml		<15		0.24	
2	9-48	10YR 5/3&2/2		sl&l	0 cr	mfr		>15		0.5&0.24	
3	48-180	10YR 3/3		grsl	1 f sbk	mfr		>15		0.5	
Comment: fill about 4 feet											

7	Obs. #	☒ Boring B-7								
		☐ Pit		Ground surface elevation ±		Elevation of limiting factor: >15±				
Horizon	Depth in.	Dominant Color Munsell	Redox Description Qu. Sz. Cont. Color	Texture	Structure Gr. Sz. Sh.	Consistence	Boundary	% Rock Frag.	% Fines	Hydraulic App. Rate
										Inches/Hr.
1	0-8	10YR 2/1		sil	0 cr	ml		<15		0.24
2	8-48	10YR 5/3&2/2		sl&l	0 cr	mfr		>15		0.5&0.24
3	48-180	10YR 3/3		grsl	1 f sbk	mfr		>15		0.5
Comment: fill about 4 feet										



TEXTURE MODIFIERS - Conventions for using "Rock Fragment Texture Modifiers" and for using textural adjectives that convey the "% volume" ranges for Rock Fragments - Size and Quantity.

Fragment Content % By Volume	Rock Fragment Modifier Usage
< 15	No texture adjective is used (noun only; e.g., <i>loam</i>).
15 to < 35	Use adjective for appropriate size; e.g., <i>gravelly</i> .
35 to < 60	Use "very" with the appropriate size adjective; e.g., <i>very gravelly</i> .
60 to < 90	Use "extremely" with the appropriate size adjective; e.g., <i>extremely gravelly</i> .
≥ 90	No adjective or modifier. If ≤ 10% fine earth, use the appropriate noun for the dominant size class; e.g., <i>gravel</i> . Use Terms in Lieu of Texture .

(SOIL) TEXTURE

This is the numerical proportion (percent by weight) of sand, silt, and clay in a soil. Sand, silt, and clay content is estimated in the field by hand (or quantitatively measured in the office/lab by hydrometer or pipette) and then placed within the texture triangle to determine **Texture Class**. Estimate the **Texture Class**; e.g., *sandy loam*; or **Subclass**; e.g., *fine sandy loam* of the fine earth (≤ 2 mm) fraction, or choose a **Term in Lieu of Texture**; e.g., *gravel*. If appropriate, use a **Textural Class Modifier**; e.g., *gravelly silt loam*.

NOTE: Soil Texture encompasses only the fine earth fraction (≤ 2 mm). **Particle Size Distribution (PSD)** encompasses the whole soil, including both the fine earth fraction (≤ 2 mm; weight %) and rock fragments (> 2 mm; volume %).

TEXTURE CLASS

Texture Class or Subclass	Code	
	Conv.	NASIS
Coarse Sand	cos	COS
Sand	s	S
Fine Sand	fs	FS
Very Fine Sand	vfs	VFS
Loamy Coarse Sand	lcos	LCOS
Loamy Sand	ls	LS
Loamy Fine Sand	lfs	LFS
Loamy Very Fine Sand	lvfs	LVFS
Coarse Sandy Loam	cosl	COSL
Sandy Loam	sl	SL
Fine Sandy Loam	fsl	FSL
Very Fine Sandy Loam	vfsl	VFSL
Loam	l	L
Silt Loam	sil	SIL
Silt	si	SI
Sandy Clay Loam	scl	SCL
Clay Loam	cl	CL
Silty Clay Loam	sicl	SICL
Sandy Clay	sc	SC
Silty Clay	sic	SIC
Clay	c	C

TEXTURE MODIFIERS - (adjectives)

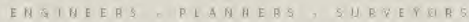
ROCK FRAGMENTS: Size & Quantity ¹	Code		Criteria: Percent (By Volume) of Total Rock Fragments and Dominated By (name size): ¹
	Conv.	PDP/ NASIS	
ROCK FRAGMENTS (> 2 mm; ≥ Strongly Cemented)			
Gravelly	GR	GR	≥ 15% but < 35% gravel
Fine Gravelly	FGR	GRF	≥15% but < 35% fine gravel
Medium Gravelly	MGR	GRM	≥15% but < 35% med. gravel
Coarse Gravelly	CGR	GRC	≥ 15% but < 35% coarse gravel
Very Gravelly	VGR	GRV	≥ 35% but < 60% gravel
Extremely Gravelly	XGR	GRX	≥ 60% but < 90% gravel
Cobbly	CB	CB	≥ 15% but < 35% cobbles
Very Cobbly	VCB	CBV	≥ 35% but < 60% cobbles
Extremely Cobbly	XCB	CBX	≥ 60% but < 90% cobbles
Stony	ST	ST	≥ 15% but < 35% stones
Very Stony	VST	STV	≥ 35% but < 60% stones
Extremely Stony	XST	STX	≥ 60% but < 90% stones
Bouldery	BY	BY	≥ 15% but < 35% boulders
Very Bouldery	VBY	BYV	≥ 35% but < 60% boulders
Extremely Bouldery	XBY	BYX	≥ 60% but < 90% boulders
Channery	CN	CN	≥ 15% but < 35% channers
Very Channery	VCN	CNV	≥ 35% but < 60% channers
Extremely Channery	XCN	CNX	≥ 60% but < 90% channers
Flaggy	FL	FL	≥ 15% but < 35% flagstones
Very Flaggy	VFL	FLV	≥ 35% but < 60% flagstones
Extremely Flaggy	XFL	FLX	≥ 60% but < 90% flagstones
PARAROCK FRAGMENTS (> 2 mm; < Strongly Cemented) ^{2, 3}			
Parabouldery	PBY	PBY	(same criteria as bouldery)
Very Parabouldery	VPBY	PBYV	(same criteria as very bouldery)
Extr. Parabouldery	XPBY	PBYX	(same criteria as ext. bouldery)
etc.	etc.	etc.	(same criteria as non-para)

¹ The "Quantity" modifier (e.g., *very*) is based on the total rock fragment content. The "Size" modifier (e.g., *cobbly*) is independently based on the largest, dominant fragment size. For a mixture of sizes (e.g., *gravel and stones*), a smaller size-class is named only if its quantity (%) sufficiently exceeds that of a larger size-class. For field texture determination, a smaller size-class must exceed 2 times the quantity (vol. %) of a larger size class before it is named (e.g., 30% gravel and 14% stones = *very gravelly*, but 20% gravel and 14% stones = *stony*). For more explicit naming criteria see NSSH-Part 618, Exhibit 618.11(Soil Survey Staff, 2001b).

Appendix 6

STORM SEWER SIZING CALCULATIONS





FOR

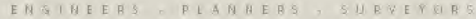
STORM LINE A

Sheet: 1 of 1

Project Number: 24.0005

Storm Event: 25 year **Design Intensity (I):** 6 in/hr Intensity is based on a 10 minuted T_c using the SEWRPC IDF equations.

P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\Hydrology\Storm\STORM LINE A - Rational.xlsm



FOR

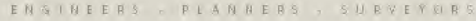
STORM LINE B

Project Number: 24.0005

Storm Event: 25 year **Design Intensity (I):** 6 in/hr Intensity is based on a 10 minuted T_c using the SEWRPC IDF equations.

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 LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC ENGINEERS • PLANNERS • SURVEYORS							STORM SEWER COMPUTATIONS FOR THE PRESERVE RAVINIA ROAD TO FES 3							Date: 12/9/2025 Sheet: 1 of 1 Designed By: TKM Project Number: 24.0005				
DESIGN DATA																		
Storm Event: 25 year			Design Intensity (I): 6 in/hr			Intensity is based on a 10 minuted T _c using the SEWRPC IDF equations.												
STRUCTURE DATA			DRAINAGE AREAS AND FLOW DATA				PIPE DATA				PIPE CAPACITY INFORMATION					ELEVATIONS		
			Flow is determined by Rational Method								Pipe capacity is determined by Manning's Equation							
			Q=CIA								Q=(1.486*A*R ^{2/3} *S ^{1/2})/n							
Pipe Run	Upstream Structure	Downstream Structure	Individual Acres A	Individual Coefficient C	Individual Flow, Q (cfs)	Cumulative Flow (cfs)	Length (ft)	Diameter (in)	Slope (%)	Manning's Coefficient	Required Drop (ft)	Actual Drop (ft)	Percent Full (%)	Actual Velocity (fps)	Max. Capacity (cfs)	Rim/FL Up	Invert Up	Invert Down
	INL 25	MH 15	1.95	0.3	3.51	8.79	324.1	15	5.40%	0.011	4.30	17.50	50%	14.42	19.08	1028.54	1023.50	1006.00
	MH 15	MH 16	0	0	0.00	8.79	176.8	15	10.60%	0.011	2.34	18.75	39%	18.52	26.74	1012.27	1005.75	987.00
	MH 16	MH 29	0	0	0.00	12.17	344.1	18	10.43%	0.011	3.31	35.90	35%	19.90	43.13	993.86	986.90	951.00
	MH 29	MH 19	0	0	0.00	17.72	135.4	18	4.25%	0.011	2.76	5.75	64%	15.63	27.52	955.01	950.00	944.25
	MH 19	MH 54	0	0	0.00	17.72	104.5	24	0.48%	0.011	0.46	0.50	84%	6.70	19.89	948.07	944.00	943.50
	MH 54	MH 20	0	0	0.00	32.34	50.02	36	0.50%	0.011	0.08	0.25	56%	8.18	59.94	948.58	943.25	943.00
	MH 20	MH 21	0	0	0.00	34.97	77.56	36	6.64%	0.011	0.15	5.15	23%	21.51	218.49	947.68	942.90	937.75
	MH 21	MH 42	0	0	0.00	36.17	105	36	10.62%	0.011	0.22	11.15	20%	25.67	276.31	942.03	936.65	925.50
	MH 42	MH 22	0	0	0.00	36.86	88.95	36	10.34%	0.011	0.19	9.20	20%	25.56	272.69	929.58	924.50	915.30
	MH 22	INL 15	0	0	0.00	39.11	59.58	36	11.58%	0.011	0.15	6.90	20%	27.08	288.55	919.31	915.40	908.50
	INL 15	MH 33	0.2	0.65	0.78	39.89	245.7	36	3.21%	0.011	0.63	7.90	33%	17.19	152.03	913.94	908.40	900.50
	MH 33	INL 43	0	0	0.00	41.81	146.9	36	14.90%	0.011	0.41	21.90	20%	30.18	327.34	905.34	900.40	878.50
	INL 43	INL 34	0.056	0.9	0.30	44.00	69.37	36	16.49%	0.011	0.22	11.44	20%	31.75	344.33	883.91	878.04	866.60
	INL 34	FES 3	0.262	0.65	1.02	45.02	51.63	36	1.65%	0.011	0.17	0.85	46%	13.89	108.79	871.93	866.00	865.15
	INL 16	MH 15	2.2	0.4	5.28	5.28	20	15	1.25%	0.011	0.10	0.25	59%	7.32	9.18	1010.94	1008.00	1007.75
	INL 17	MH 16	1.41	0.4	3.38	3.38	21.96	15	2.28%	0.011	0.04	0.50	34%	8.16	12.39	992.16	988.50	988.00
	INL 18	MH 29	2.31	0.4	5.54	5.54	18.53	15	1.89%	0.011	0.10	0.35	52%	8.67	11.29	955.57	952.63	952.28
	INL 23	MH 54	9.75	0.25	14.63	14.63	8.45	18	2.37%	0.011	0.12	0.20	69%	11.91	20.54	948.06	944.85	944.65
	INL 24	MH 30	0.553	0.3	1.00	1.00	30.77	15	0.65%	0.011	0.01	0.20	22%	3.68	6.62	946.29	943.35	943.15
	INL 21	MH 30	0.594	0.3	1.07	1.07	8.46	15	2.36%	0.011	0.00	0.20	15%	5.95	12.63	946.02	943.35	943.15
	INL 22	MH 30	0.125	0.75	0.56	0.56	24.82	15	1.01%	0.011	0.00	0.25	13%	3.65	8.24	945.60	942.50	942.25
	MH 30	MH 20	0	0	0.00	2.63	67.92	18	0.52%	0.011	0.03	0.35	34%	4.39	9.59	946.67	943.25	942.90
	INL 9	MH 21	0.5	0.4	1.20	1.20	66.45	15	0.30%	0.011	0.02	0.20	33%	2.95	4.51	938.80	936.30	936.10
	TD 1	MH 42	0.23	0.5	0.69	0.69	21.87	12	1.10%	0.011	0.01	0.24	21%	4.09	4.74	928.96	927.88	927.64
	TD 2	MH 22	0.75	0.5	2.25	2.25	22.56	12	1.33%	0.011	0.06	0.30	47%	6.06	5.22	918.98	917.45	917.15
	TD 3	MH 33	0.8	0.4	1.92	1.92	22.4	18	3.35%	0.011	0.01	0.75	14%	7.82	24.43	905.11	903.50	902.75
	INL 49	INL 50	0.269	0.45	0.73	0.73	61.74	15	0.57%	0.011	0.01	0.35	18%	3.21	6.18	883.22	879.50	879.15
	INL 50	INL 43	0.43	0.45	1.16	1.89	25.08	15	2.19%	0.011	0.02	0.55	23%	6.84	12.16	883.53	879.05	878.50



FOR

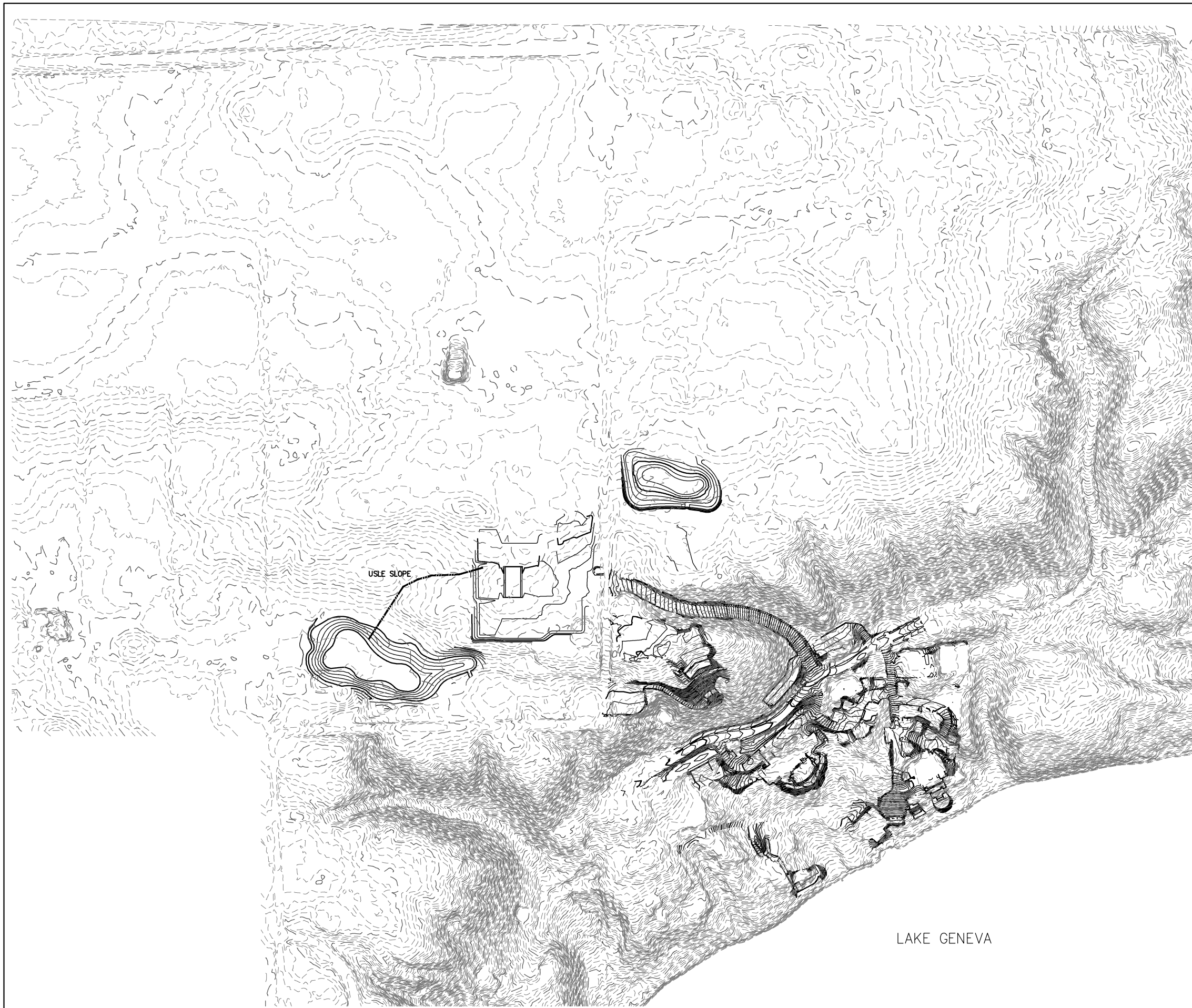
STORM LINE E

Project Number: 24.0005

Storm Event: 25 year **Design Intensity (I):** 6 in/hr Intensity is based on a 10 minuted T_c using the SEWRPC IDF equations.

Page 196 of 614

Appendix 7 USLE CALCULATIONS



PRELIMINARY STORMWATER MANAGEMENT PLAN THE PRESERVE AT WILLIAMS BAY

THE PRESERVE AT WILLIAMS BAY

WILLIAM C. BAY, JR.

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC



EBC
ENGINEERING CONSULTANTS, LLC

USLE SLOPE

NO.	REVISIONS	BY	DATE
-----	-----------	----	------

ISSUED FOR
REVIEW

PLAN DATE	07.31.2025
-----------	------------

DESIGNED BY RWK

0 200

SCALE

PROJECT NO.
24-0005

SHEET NO.

APPENDIX 7



Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin

WDNR Version 2.1 (12-05-2024)



YEAR 1

Developer:

Topography

Project:

The Preserve at Williams Bay

Date:

08/01/25

County:

Walworth

Version 2.1

Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	04/01/26	10/10/26	89.0%	140	Loam	0.37	2.8%	575	0.45	1.00	20.9	1.172	Sediment Basin	4.9
Seed with Mulch or Er	10/10/26	12/15/26	6.9%	140	Loam	0.37	2.8%	575	0.45	0.10	0.2	1.172	Sediment Basin	0.0
End	12/15/26	----	----	----	-----	----	2.8%	575	0.45	-----	----	0.000		0.0
		----	----	----	-----	----	2.8%	575	0.45	-----	----	0.000		0.0
		----	----	----	-----	----	2.8%	0	----	-----	----	0.000		0.0
		----	----	----	-----	----	0.0%	0	----	-----	----	0.000		0.0
TOTAL												21.1	TOTAL	4.9
													% Reduction Required	NONE

Notes:

See Help Page for further descriptions of variables and items in drop-down boxes.

The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization.

For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period.

NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEET FLOW. MEASURES TO CONTROL CHANNEL EROSION MAY ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

Recommended Permanent Seeding Dates:

4/1-5/15 and 8/7-8/29 Turf, introduced grasses and legumes
Thaw-6/30 Native Grasses, forbs, and legumes

Designed By:	RWK
Date	7/31/2025



Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin

WDNR Version 2.1 (12-05-2024)



YEAR 2

Developer:

Topography

Project:

The Preserve at Williams Bay

Date:

8/1/2025

County:

Walworth

Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	04/01/27	10/10/27	89.0%	140	Loam	0.37	2.8%	575	0.45	1.00	20.9	1.172	Sediment Basin	4.9
Seed with Mulch or Er	10/10/27	12/15/27	6.9%	140	Loam	0.37	2.8%	575	0.45	0.10	0.2	1.172	Sediment Basin	0.0
End	12/15/27	----	----	----	-----	----	2.8%	575	0.45	-----	-----	0.000		0.0
		----	----	----	-----	----	2.8%	575	0.45	-----	-----	0.000		0.0
		----	----	----	-----	----	2.8%	0	-----	-----	-----	0.000		0.0
		----	----	----	-----	----	0.0%	0	-----	-----	-----	0.000		0.0
TOTAL												21.1	TOTAL	4.9
													% Reduction Required	NONE

Notes:

See Help Page for further descriptions of variables and items in drop-down boxes.

The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization.

For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period.

NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEET FLOW. MEASURES TO CONTROL CHANNEL EROSION MAY ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

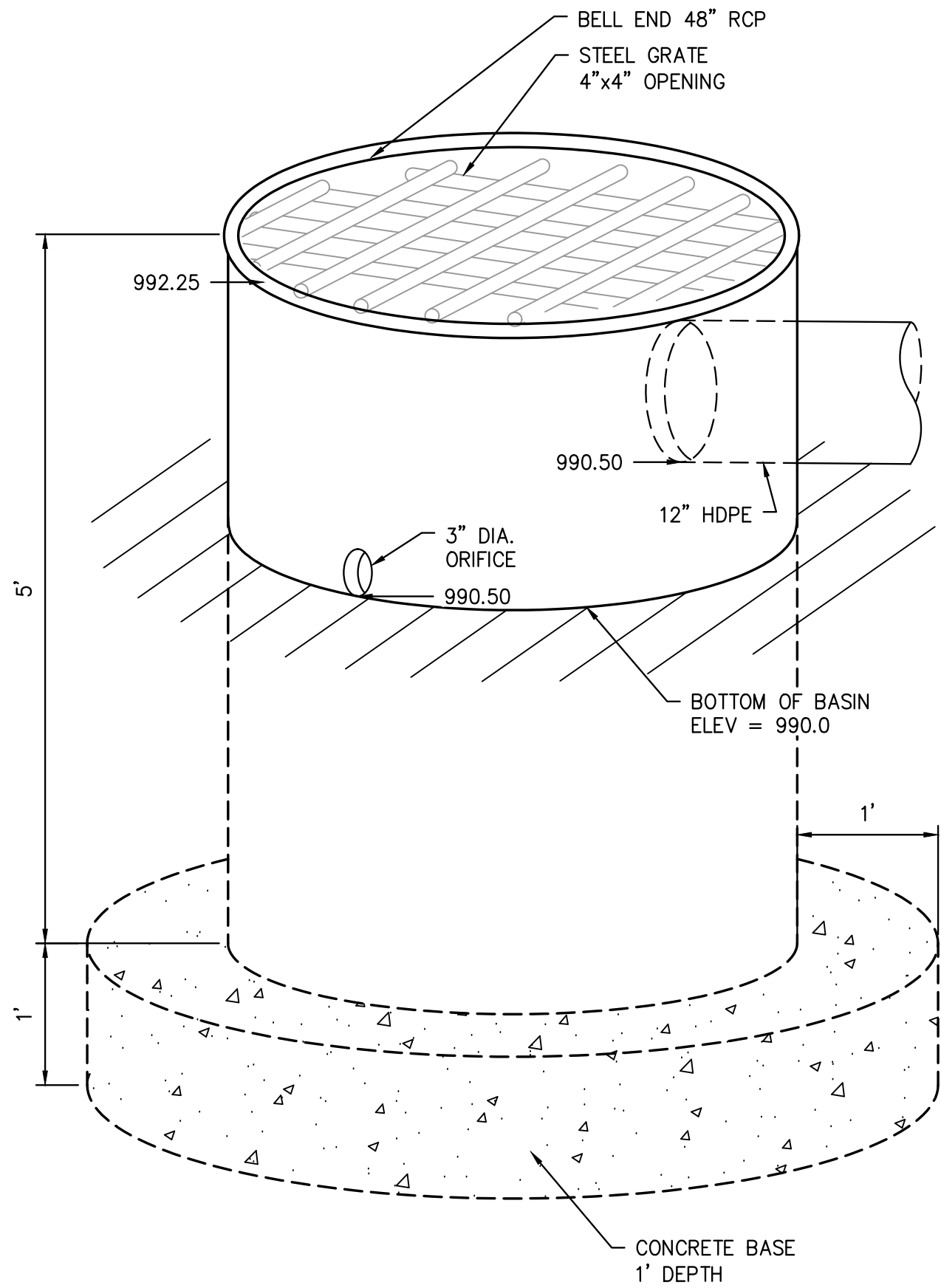
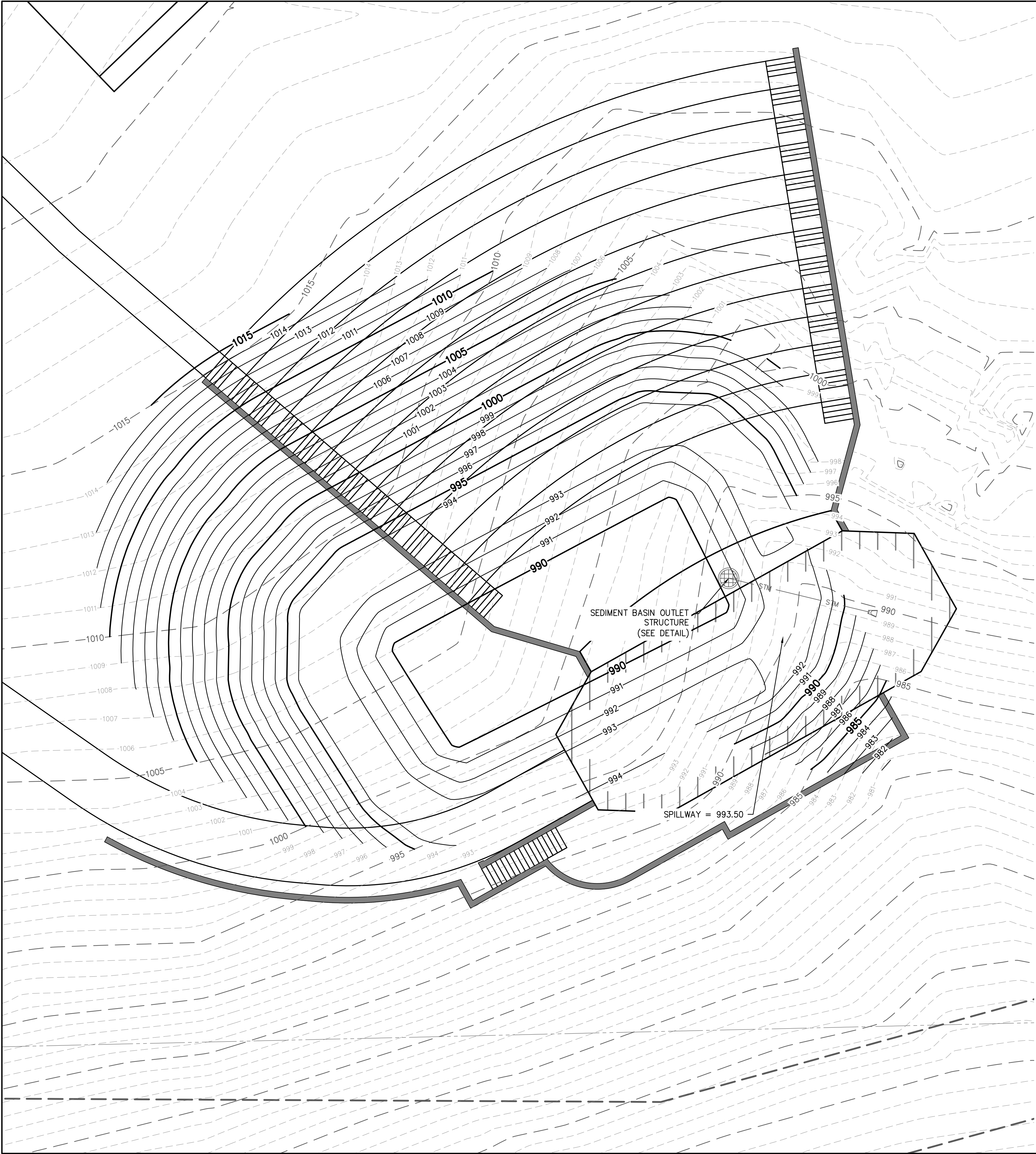
Recommended Permanent Seeding Dates:

4/1-5/15 and
Thaw-6/30

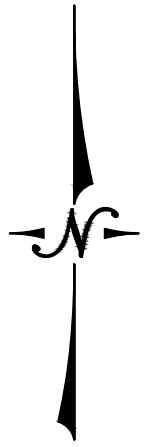
8/7-8/29 Turf, introduced grasses and legumes
Native Grasses, forbs, and legumes

Designed By:

Date



BASIN OUTLET STRUCTURE



SITE DEVELOPMENT PLAN FOR THE PRESERVE AT WILLIAMS BAY WILLIAMS BAY, WI		LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC	
SEDIMENT BASIN 1 - AMPHITHEATER	NO.	BY	DATE
	REVISIONS		
ISSUED FOR REVIEW			
PLAN DATE		10.03.25	
DESIGNED BY		TCL	
0 10' SCALE			
PROJECT NO. 24.0005			
SHEET NO.			
C310			

Appendix 8 MAINTENANCE AGREEMENTS



Storm Water Management Practice Maintenance Agreement

Document Number

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between The Preserve at Williams Bay, hereinafter called the "Owner", and the Village of Williams Bay, hereinafter called the "Village".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the Village of Williams Bay, County of Walworth County, State of Wisconsin, to-wit:

Tax Parcel Number: E W 200020 and WWUP 00011

hereinafter called the "Property".

WHEREAS, the Owner is developing the property; and

WHEREAS, the Site Plan known as The Preserve at Williams Bay, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Village, provides for on-site storm water management practices within the confines of the Property; and

Name and Return Address:

Attn: Wayne Edwards
Village of Williams Bay
250 Williams Street
Williams Bay, Wisconsin 53191

WHEREAS, the Village and the Owner, its successors and assigns, including any homeowners association, agree that the health, safety and welfare of the residents of the Village of Williams Bay, require that on-site storm water management practices as defined in the Village of Williams Bay Municipal Code be constructed and maintained on the Property; and

WHEREAS, the Village requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns, including any homeowners association.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management practices shall be constructed by the Owner, its successors and assigns, including any homeowners association, in accordance with the plans and specifications indicated in the Plan and applicable statutes, ordinances and rules. The storm water management practices shall serve the drainage area designated in the Plan.
2. The Owner, its successors and assigns including but not limited to any homeowners association, shall regularly inspect the storm water management practices and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year. The Owner, its successors and assigns shall keep the Operation and Maintenance Reports from past inspections as well as a log of maintenance activity indicating the date and type of maintenance completed. The Reports and maintenance log shall be made available to the Village for review. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including but not limited to storm sewer, underdrains, inlets/grates and dry detention basins. Deficiencies shall be noted in the Operation and Maintenance Report.
3. The Owner, its successors and assigns, including any homeowners association, shall adequately maintain the storm water management practices, including but not limited to all pipes and channels built to convey storm

water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions.

4. The Owner, its successors and assigns, including any homeowners Association, hereby grant permission to the Village, its authorized agents and employees, to enter upon the Property and to inspect the storm water management practices whenever the Village deems necessary. The purpose of inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The Village shall provide the Owner, its successors and assigns, including any homeowners association, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable timeframe as established by the Village Engineer.
 5. If the Owner, its successors and assigns, including any homeowners Association, fails to maintain the storm water management practices in good working condition, consistent with the terms of the approved plans and specifications approved by the Village and does not perform the required corrective actions and inspections in the specified time, the Village may:
 - a. Issue a citation to the Owner, its successors and assigns. Each day that the violation exists shall constitute a separate offense and shall be considered a continuing violation.
 - b. Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns for the cost of such work. The cost of such work may be specially assessed against the property pursuant to Wisconsin Statutes Section 66.0703. If the facilities are located on an outlot owned collectively by homeowners association, the Village may assess each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the Village to erect any structure of permanent nature on the land of the Owner outside of the easement for the storm water management practices, and in no event shall this Agreement be construed to impose any such obligation on the Village.
 6. The Owner, its successors and assigns, including any homeowners Association, will perform the work necessary to keep these facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management practices (including sediment removal) is outlined on the approved plans, the schedule will be followed.
 7. In the event the Village pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, including any homeowners association, shall reimburse the Village upon demand, within thirty (30) days of receipt for all actual costs incurred by the Village hereunder.
 8. This Agreement imposes no liability of any kind whatsoever on the Village, its officers, agents and employees, and the owner agrees to indemnify and hold the Village harmless as and against any and all claims, actions, causes of action, demands, including attorney fees which the Village may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the Village to enforce the terms of this agreement including, but not limited to, the performance of maintenance activities.
 9. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the storm water management practices and be recorded at the Walworth County Register of Deeds, and shall constitute covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests, including any homeowners association. The owner shall provide the Village with a copy of any document which creates a homeowners association that is responsible for the storm water management practices.
 10. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, the Owner and the Owners successors and assigns, are hereby released from any and all liabilities and obligations under the terms of this Agreement.
 11. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and may only be modified in a writing executed by both parties.
 12. The Owner stipulates that this agreement permits the Village to have access to his or her property for purposes of storm water inspection and maintenance and that the Owner waives the right to an appraisal or to pursue any other rights it may have pursuant to Ch 32 of the Wisconsin statutes.
-

13. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: The Preserve at Williams Bay
444 W. Lake St. Suite 3450
Chicago, IL 60606
Contact: Shaun
Williams
Phone: 773-726-
48732
Email: smatthews@topograsphy.com

If to Village: Village of Williams
Bay
250 Williams Street
Williams Bay, WI
53191
Contact: Wayne Edwards
Phone: 262-245-2706
Email: wedwards@williamsbay.wi.gov

Any party may change its address for the receipt of notice by written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first above written.

PROPERTY OWNER

The Preserve at Williams Bay

The Preserve at Williams Bay Representative

The foregoing Agreement was acknowledged before me this ____ day of _____, 2025, by _____.

NOTARY PUBLIC

My Commission Expires: _____

This document was drafted by:
Lynch & Associates, LLC.
Contact: Ryan W. Kloth, P.E.,
CFM
Email: rkloth@lynch-engineering.com

Approved for recording: _____

EXHIBIT A

Bio-Retention Basin

Operation, Maintenance & Management Report

Project: The Preserve at Williams Bay **Location** **Site Status:**

_____**Inspector:**_____ **Date:**_____

_____ **Time:**

Item	Satisfactory (YES/NO)	Comments
<i>Inspection - required monthly for first 12 months, annually thereafter, and after every major storm event</i>		
Vegetation and ground cover adequate		
Signs of embankment erosion		
Animal burrows		
Emergency spillway stabilized		
Surrounding areas stabilized		
Basin free of trash and debris		
Signs of sediment buildup		
Inlet clean and working		
Outlet pipe and outlet control structure clean and working		
Other (describe)		
<i>Maintenance</i>		
Inlet cleaning - once per year		
Outlet pipe and outlet control structure – once per year		
Repair eroding areas and replant - as needed		
Replace plants or reseed – as needed		
Trash and debris removal - as needed		
Other (describe)		

Additional Comments - Actions to be Taken:

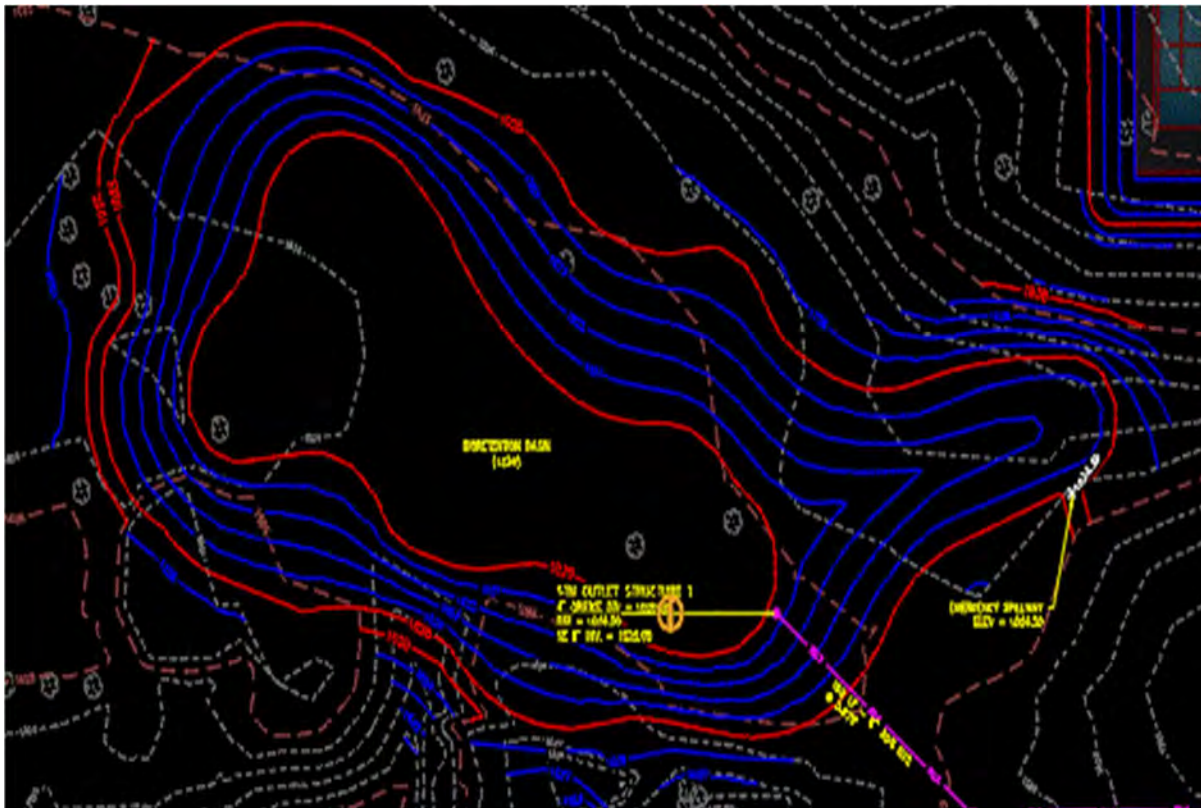
EXHIBIT B

STORMWATER BIO-RETENTION BASIN OPERATION AND MAINTENANCE STANDARDS

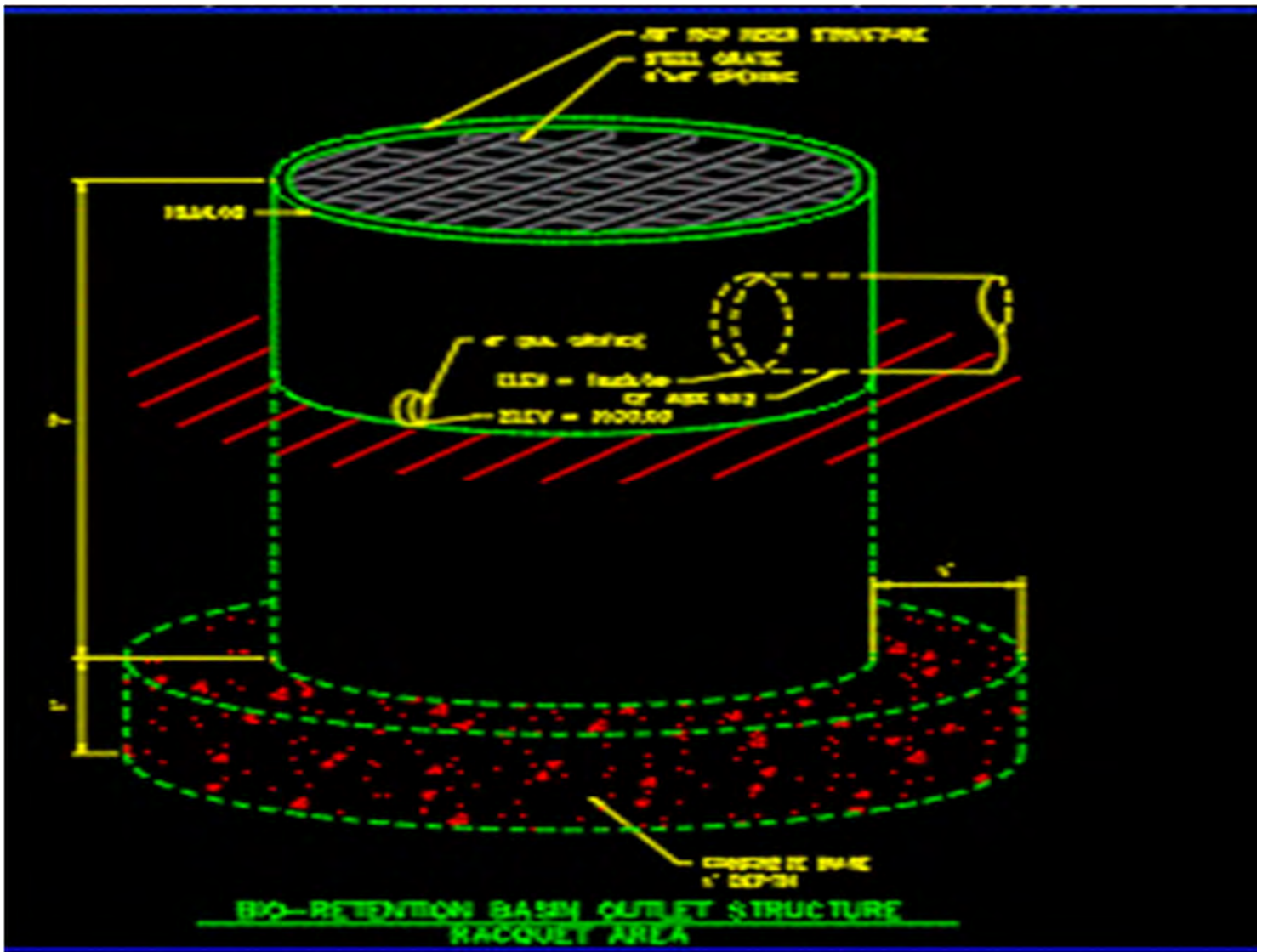
I. ROUTINE INSPECTION AND MAINTENANCE

1. Inspect mulch layer after rainfall events to ensure it has not significantly moved. Replace or redistribute mulch to maintain a three-inch uniform layer. Make sure mulch is not smothering plants or clogging inlets/outlets; this should take place in both the fall and spring, and as needed.
2. Inspect for plant health, replace dead plants as needed, this should take place in the spring and fall, and as needed.
3. Inspect for weeds and undesirable plants. Inspect the border of any cells to ensure undesirable plants are not spreading into the bio-retention cells. Prune and thin out plants as needed. Remove weeds throughout the growing season by pulling/trimming; this should take place in the spring and fall and as needed.
4. Inspect to ensure entry points, inlets, overflows, and outlets are free flowing and working properly. Remove any accumulated trash, debris, and deposition; this should take place in the spring and fall and as needed.
5. On an annual basis, inspect to ensure runoff that is supposed to flow into the bio-retention cell is getting into the cell as intended.
6. On an annual basis, inspect entry points, the bio-retention cell floor, and side slopes to ensure they are stable and there is not active erosion in the cell; repair any erosion.
7. On an annual basis, inspect the bio-retention cell 24 hours after a rainfall of 0.5 inches to ensure the water has drained down. If water is not draining and overflows are not plugged, replace the modified soil layer.
8. On an annual basis, inspect the bio-retention cell overall to ensure it has the same visual appearance as originally designed.
9. Inspect the condition of the emergency spillway and overland flow path.
10. Inspect any modifications that may have been made to the basins following their initial construction. As-built plans shall accompany the person responsible for the pond inspections.
11. Rip rap at the pond outlet and emergency spillways should be inspected for displacement or undermining. Repairs shall be made upon discovery.

EXHIBIT C
BIO-RETENTION
DETAILS (NOT TO
SCALE)

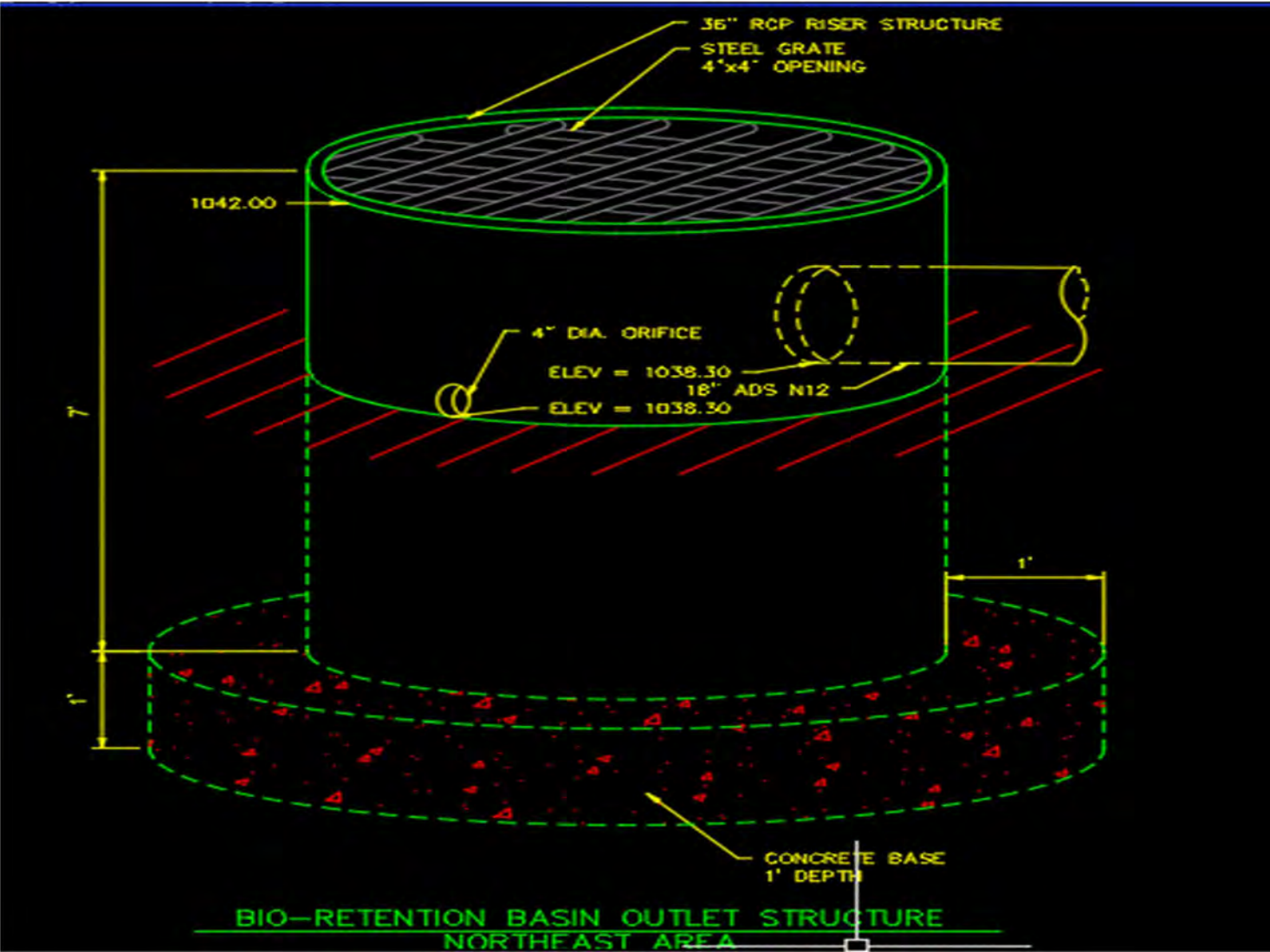


WESTERN RACQUET AREA BIO-RETENTION



WESTERN RACQUET AREA BIO-RETENTION OUTLET STRUCTURE

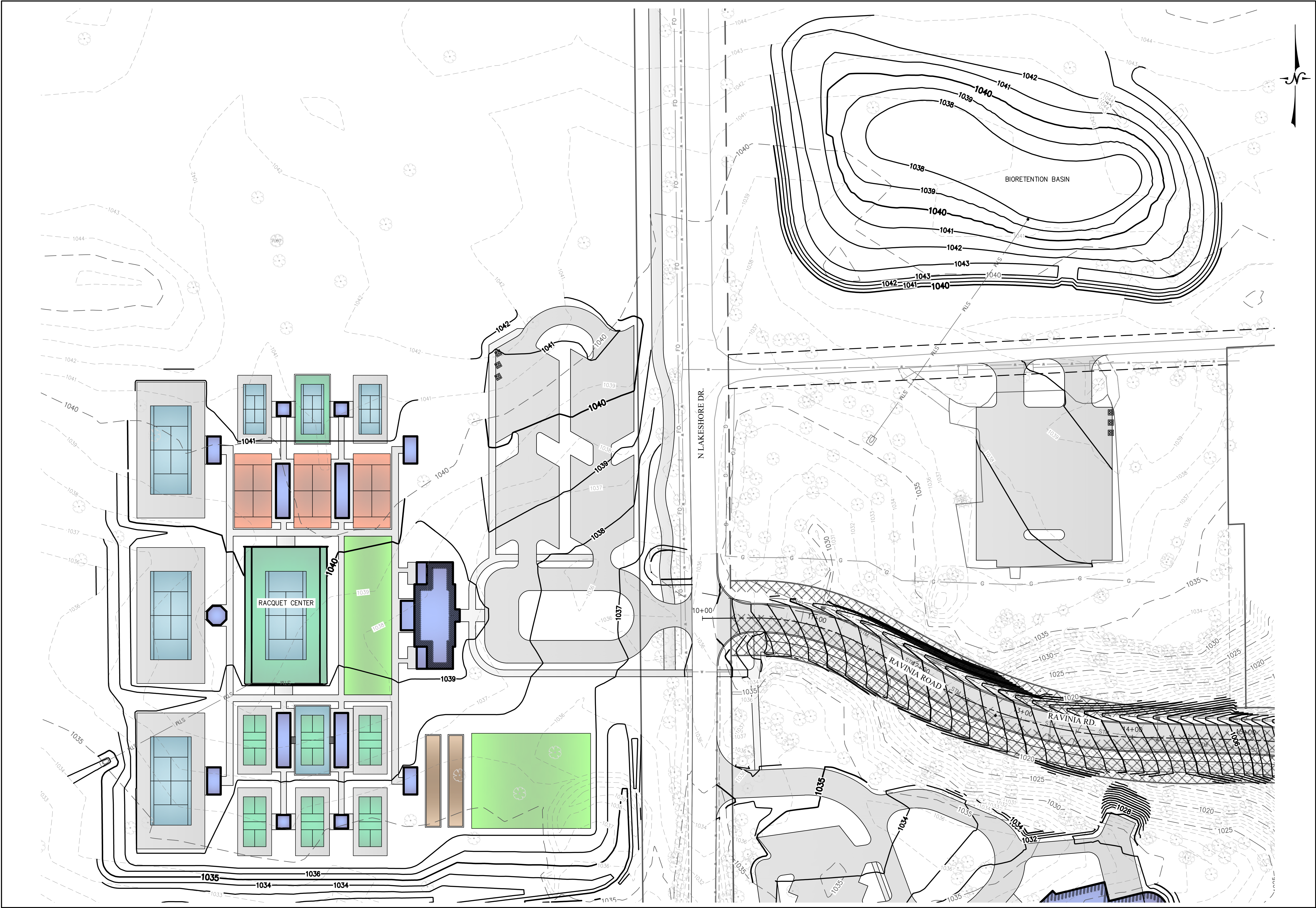




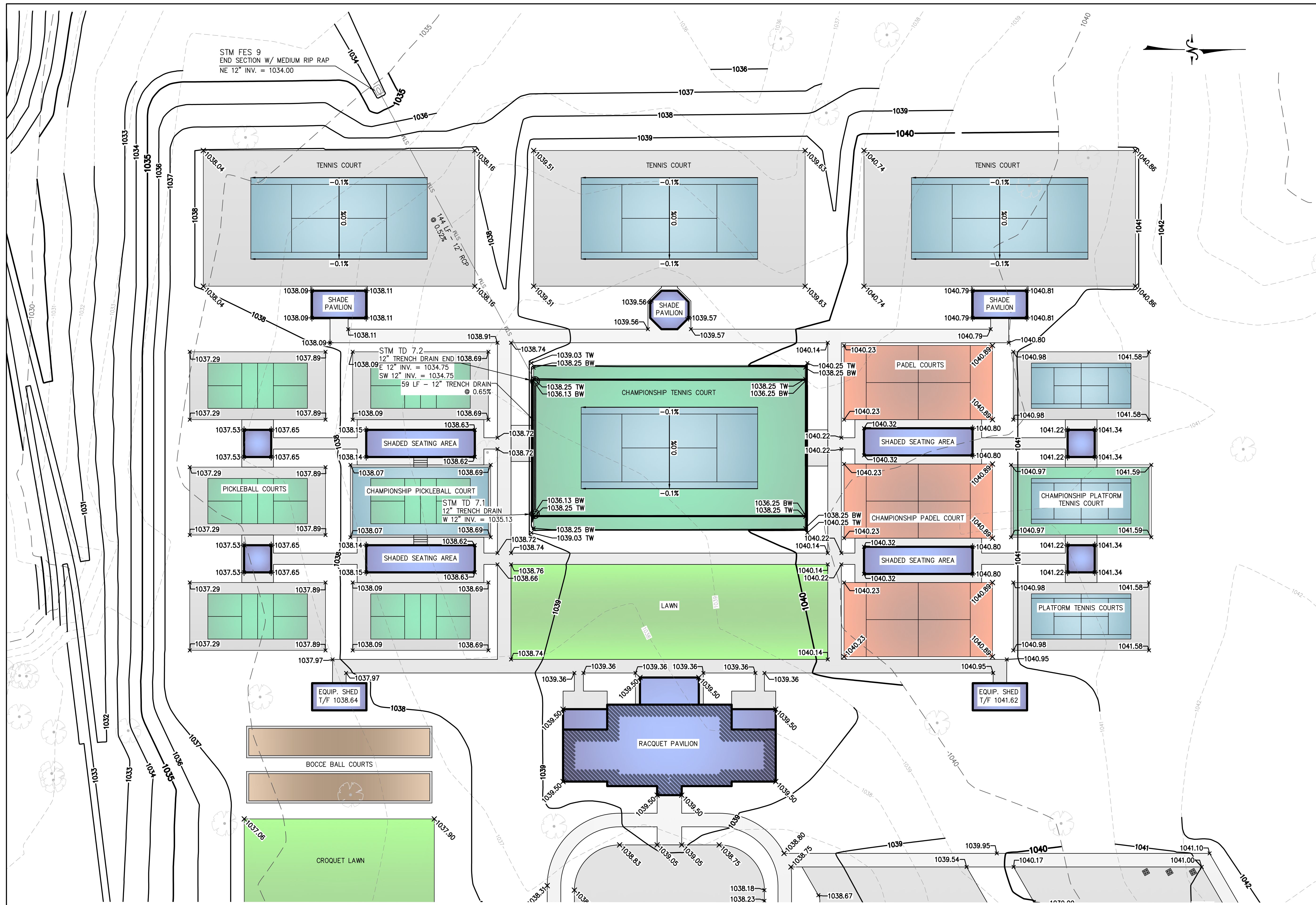
NORTHEAST AREA BIO-RETENTION OUTLET STRUCTURE

Appendix 9 GRADING AND EROSION CONTROL PLANS





SITE DEVELOPMENT PLAN FOR THE PRESERVE AT WILLIAMS BAY WILLIAMS BAY, WI		LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC		
GRADING PLAN	NO.	REVISIONS	BY	DATE
ISSUED FOR REVIEW				
PLAN DATE		10.03.25		
DESIGNED BY		TCL		
040' SCALE				
PROJECT NO. 24.0005				
SHEET NO.				
C202				



PLOT DATE: 12/8/2025 4:16 PM

SITE DEVELOPMENT PLAN FOR
THE PRESERVE AT WILLIAMS BAY

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

[illegible]

ISSUED FOR
REVIEW

DESIGNED BY TCL

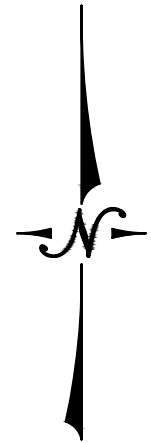
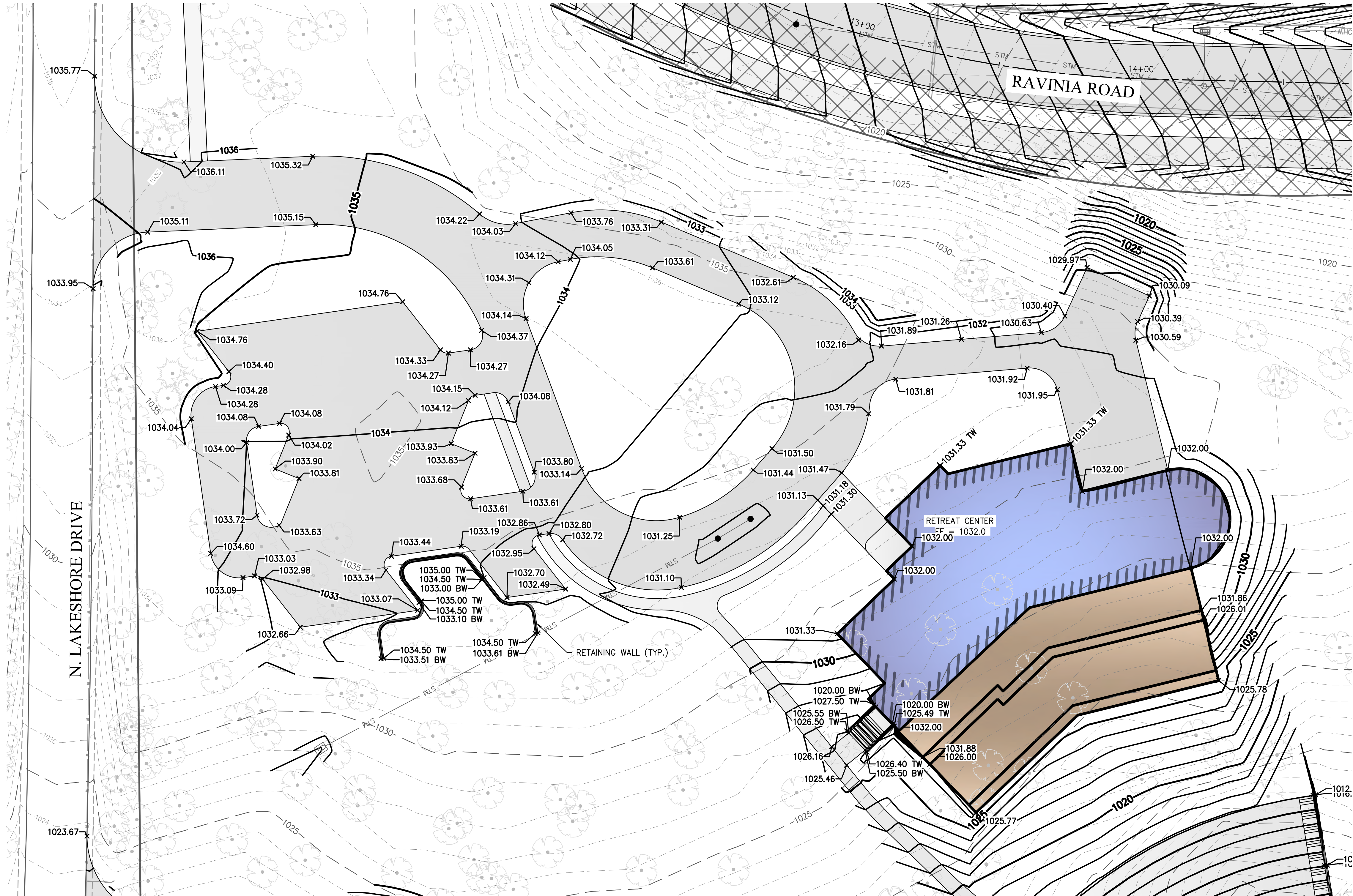
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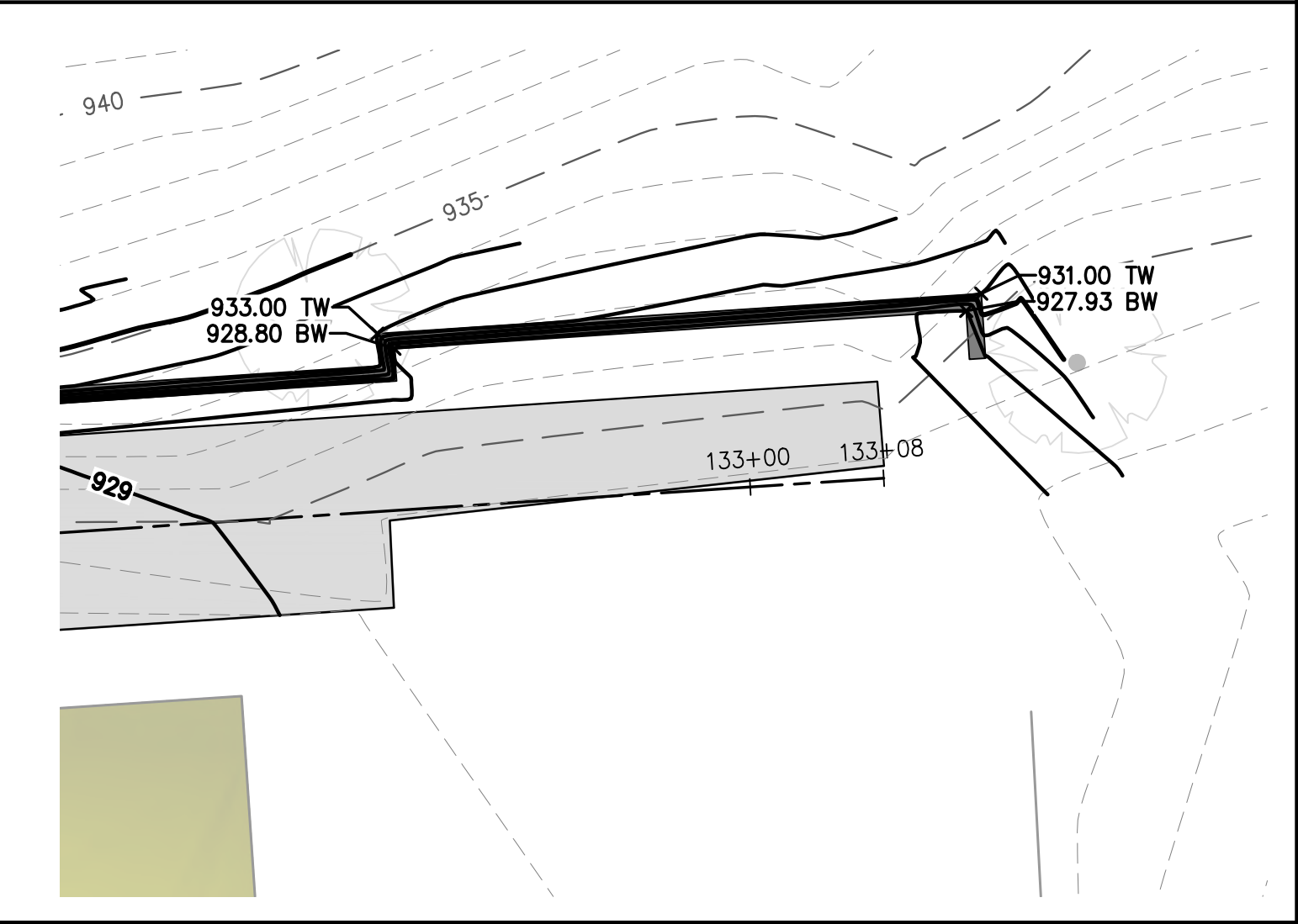
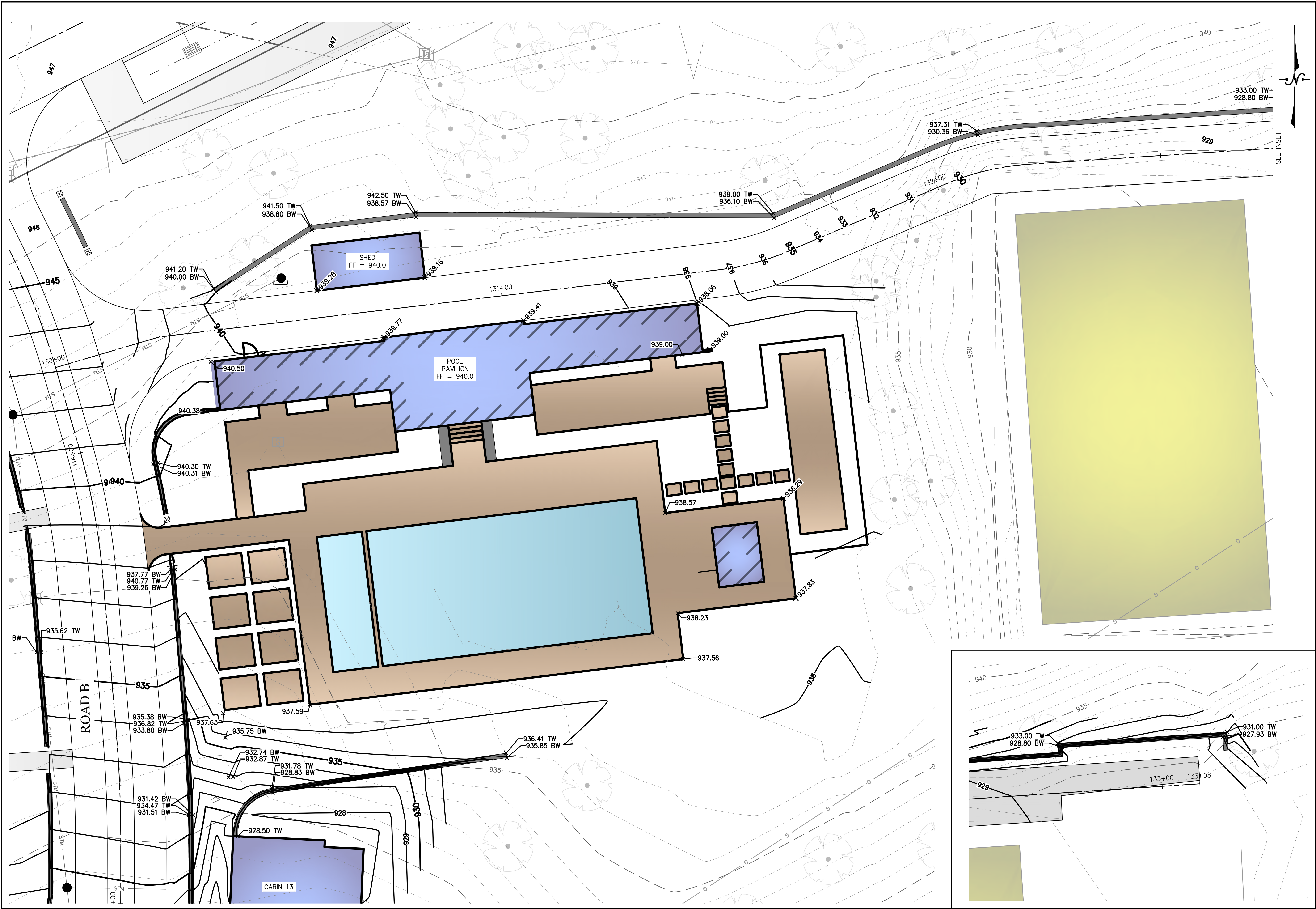
24.0005

SHEET NO. _____

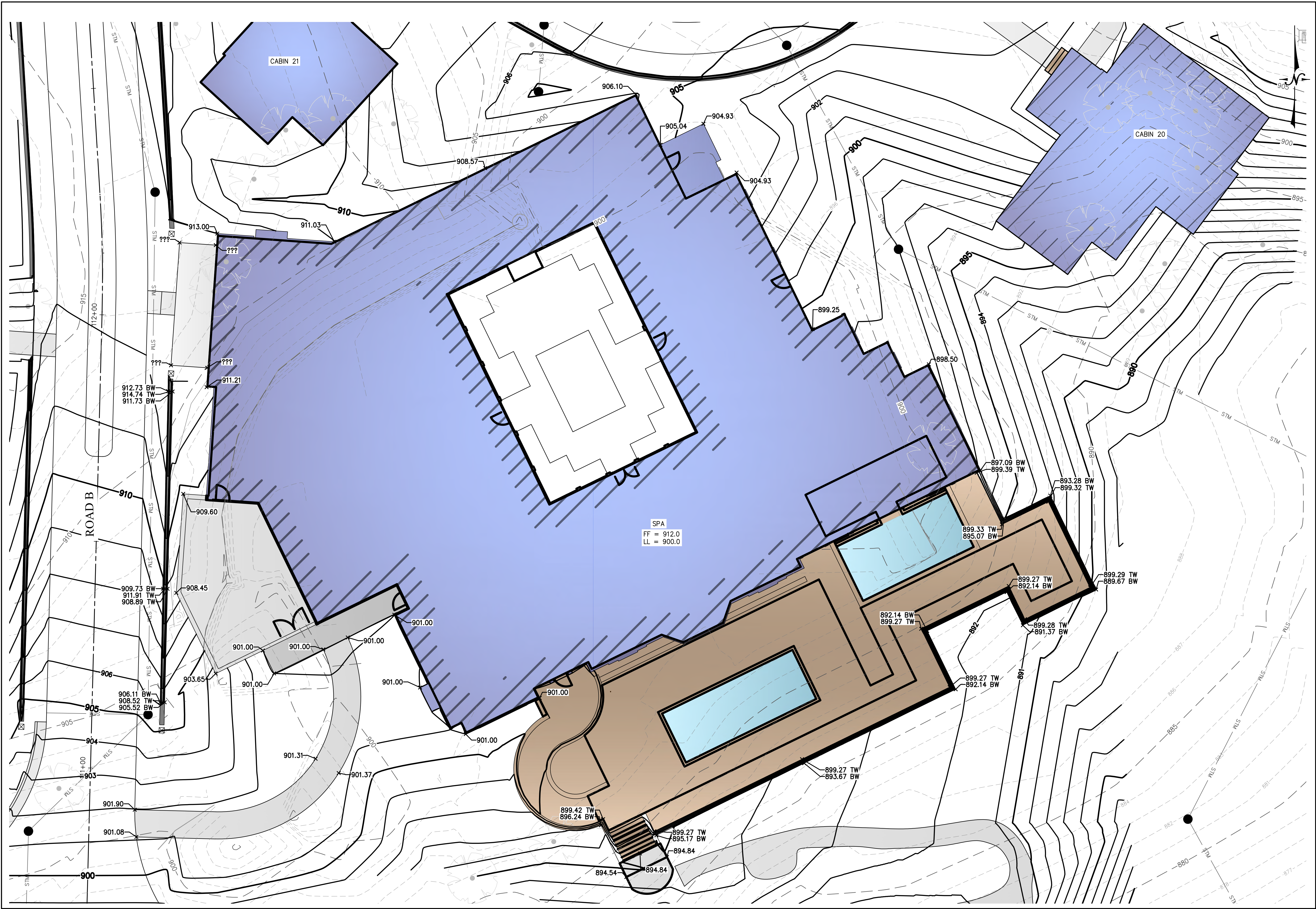
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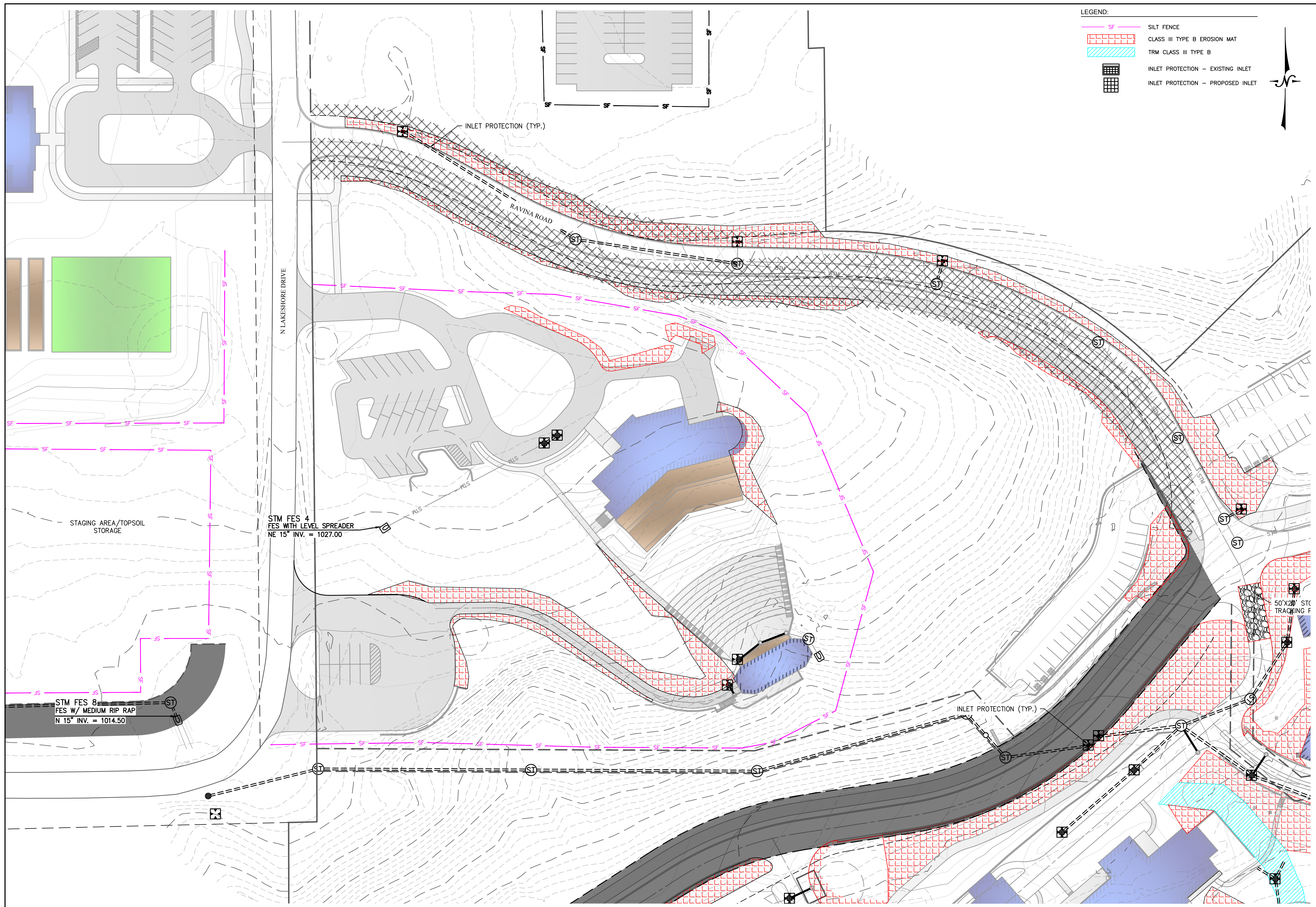


SITE DEVELOPMENT PLAN FOR THE PRESERVE AT WILLIAMS BAY WILLIAMS BAY, WI		LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC	
GRADING PLAN - RETREAT CENTER	NO.	BY	DATE
	REVISIONS		
	ISSUED FOR REVIEW		
	PLAN DATE 10.03.25 DESIGNED BY TCL		
0 20' SCALE			
PROJECT NO. 24.0005			
SHEET NO.			
C209			



SITE DEVELOPMENT PLAN FOR THE PRESERVE AT WILLIAMS BAY WILLIAMS BAY, WI		LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC	
GRADING PLAN - POOL		NO. BY DATE	
REVISIONS		NO. BY DATE	
ISSUED FOR REVIEW		PLAN DATE 10.03.25 DESIGNED BY TCL	
SCALE 0 10'		PROJECT NO. 24.0005	
SHEET NO.		C214	





SITE DEVELOPMENT PLAN FOR THE PRESERVE AT WILLIAMS BAY

WILLIAMS BAY, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

EROSION CONTROL PLAN

[illegible]

ISSUED FOR
REVIEW

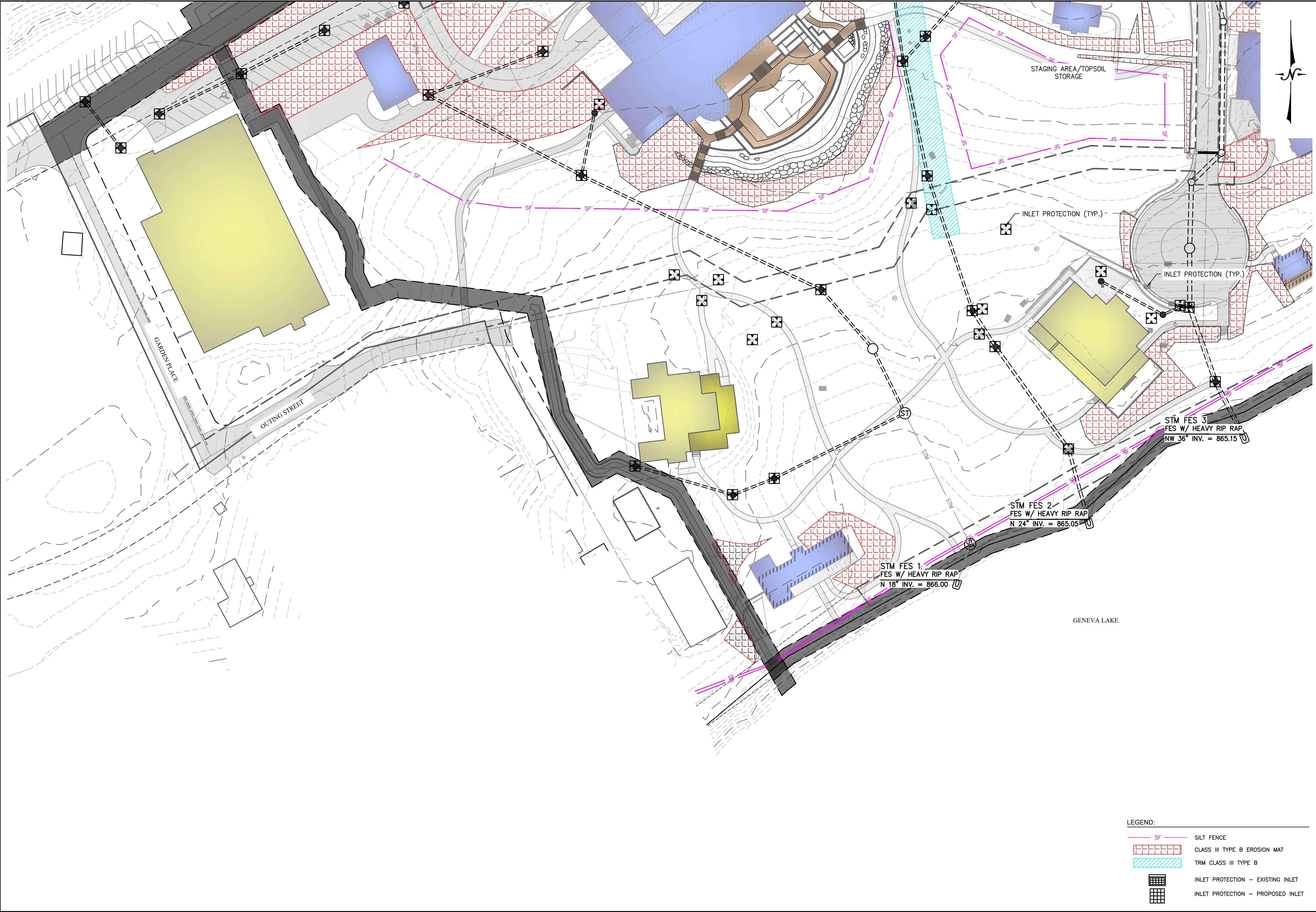
PLAN DATE	10.03.25
DESIGNED BY	TCL



PROJECT NO.
24.0005

SHEET NO.

C302



SITE DEVELOPMENT PLAN FOR
THE PRESERVE AT WILLIAMS BAY

WILLIAMS BAY, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

EROSION CONTROL PLAN

NO. BY DATE

REVISIONS

ISSUED FOR REVIEW

PLAN DATE 10.03.25
DESIGNED BY TCL

0 40'
SCALE

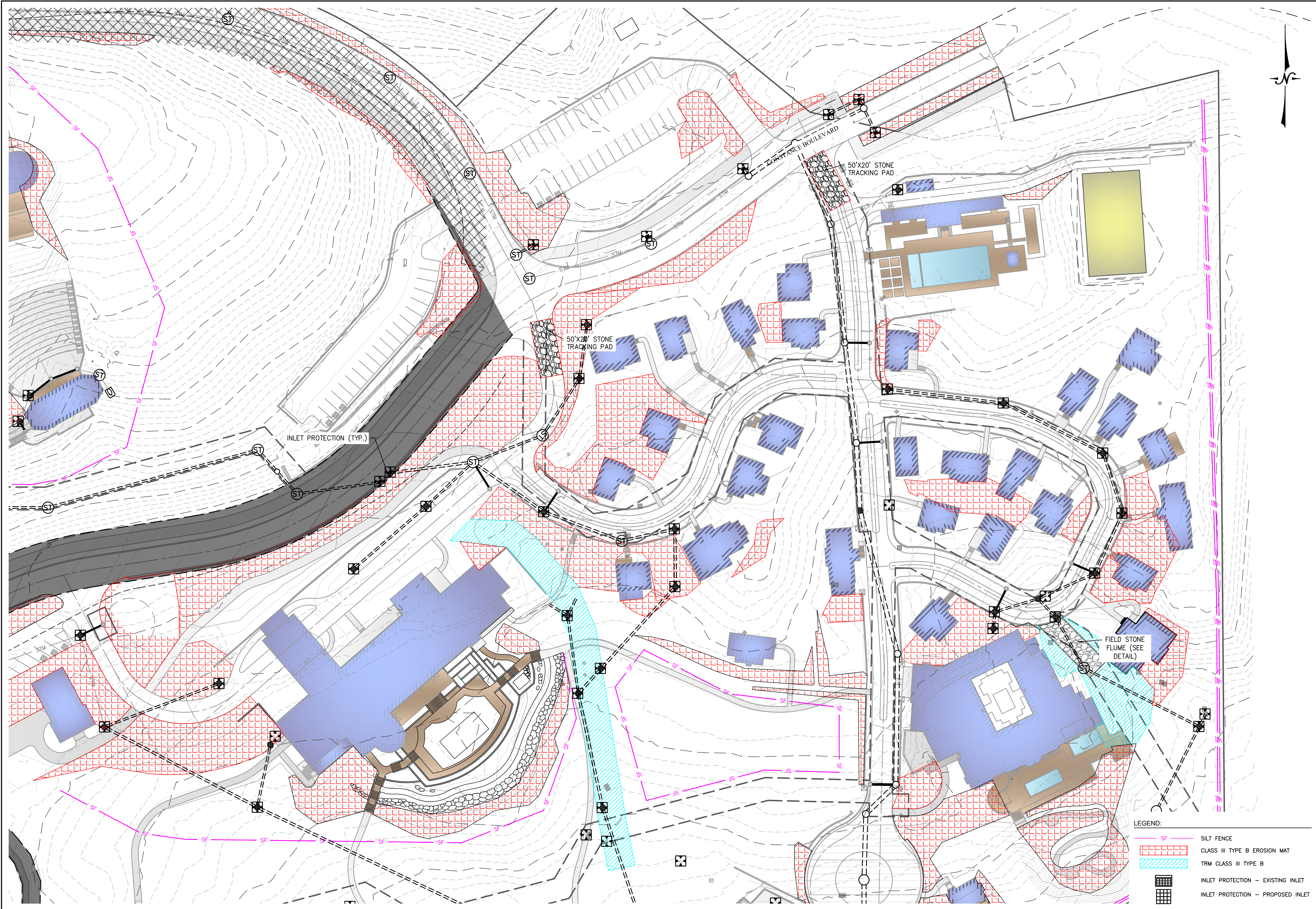
PROJECT NO.
24.0005

SHEET NO.

C303

LEGEND:

- SF SILT FENCE
- CLASS III TYPE B EROSION MAT
- TRM CLASS III TYPE B
- INLET PROTECTION - EXISTING INLET
- INLET PROTECTION - PROPOSED INLET



SITE DEVELOPMENT PLAN FOR

THE PRESERVE AT WILLIAMS BAY

WILLIAMS BAY, VT

LYNCH & ASSOCIATES

ENGINEERING CONSULTANTS, LLC

EROSION CONTROL PLAN

NO. BY DATE

REVISIONS

ISSUED FOR REVIEW

PLAN DATE 10.03.25

DESIGNED BY TCL

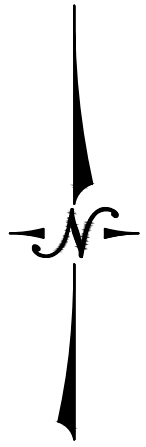
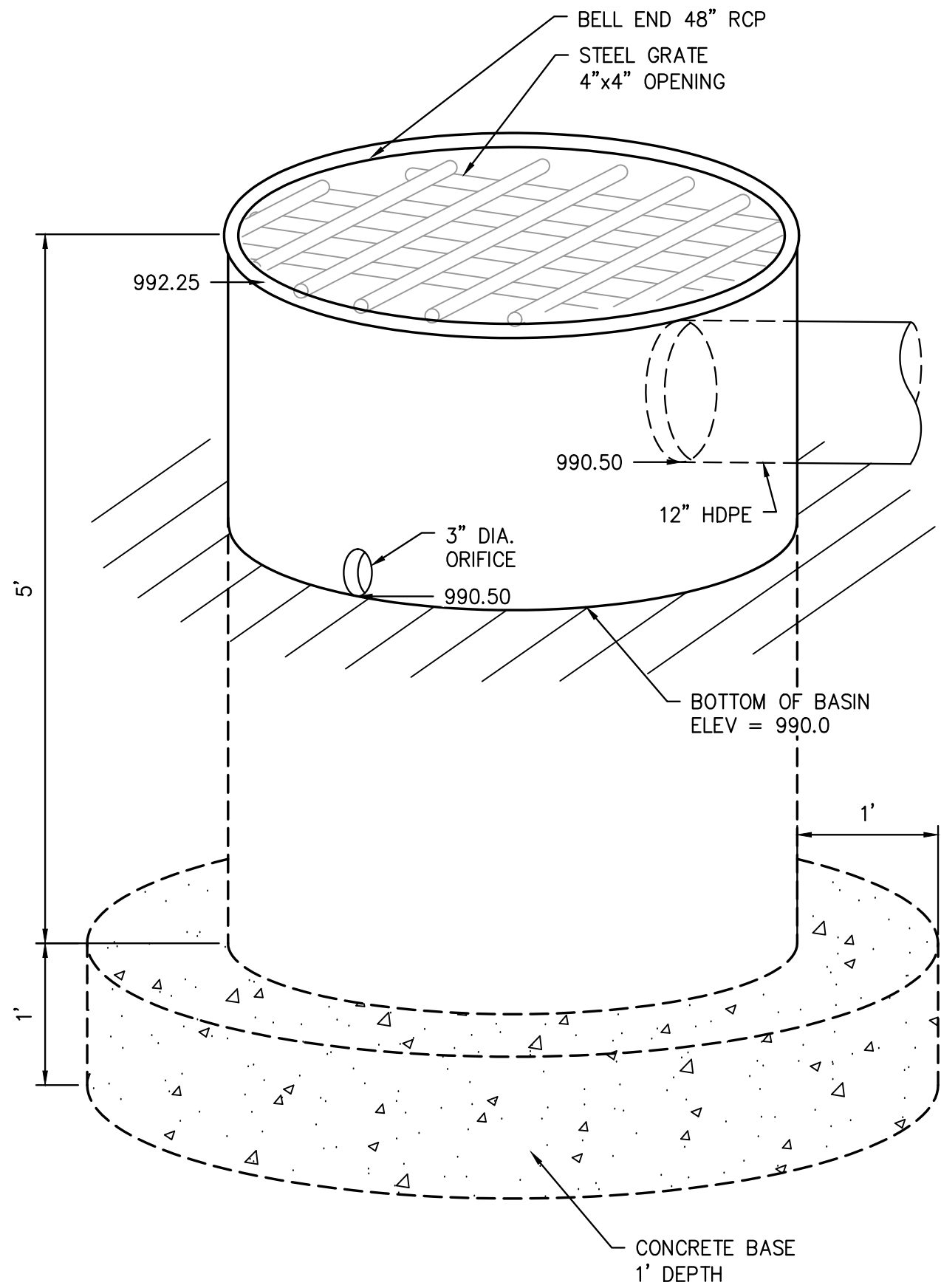
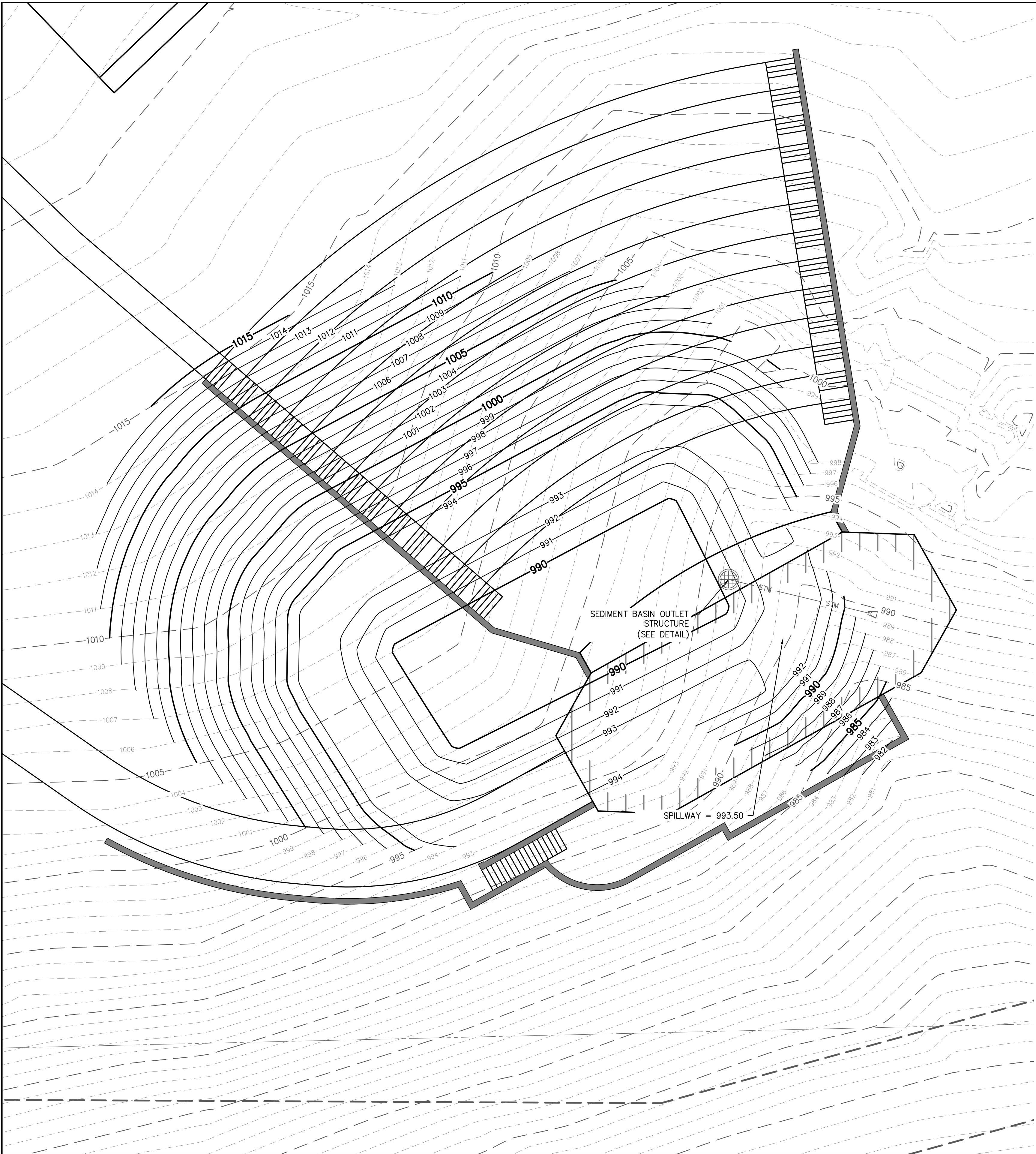
0 40'

SCALE

PROJECT NO. 24.0005

SHEET NO.

C304



SITE DEVELOPMENT PLAN FOR
THE PRESERVE AT WILLIAMS BAY

WILLIAMS BAY, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

SEDIMENT BASIN 1 - AMPHITHEATER

NO. REVISIONS BY DATE

ISSUED FOR REVIEW

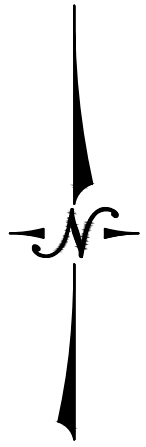
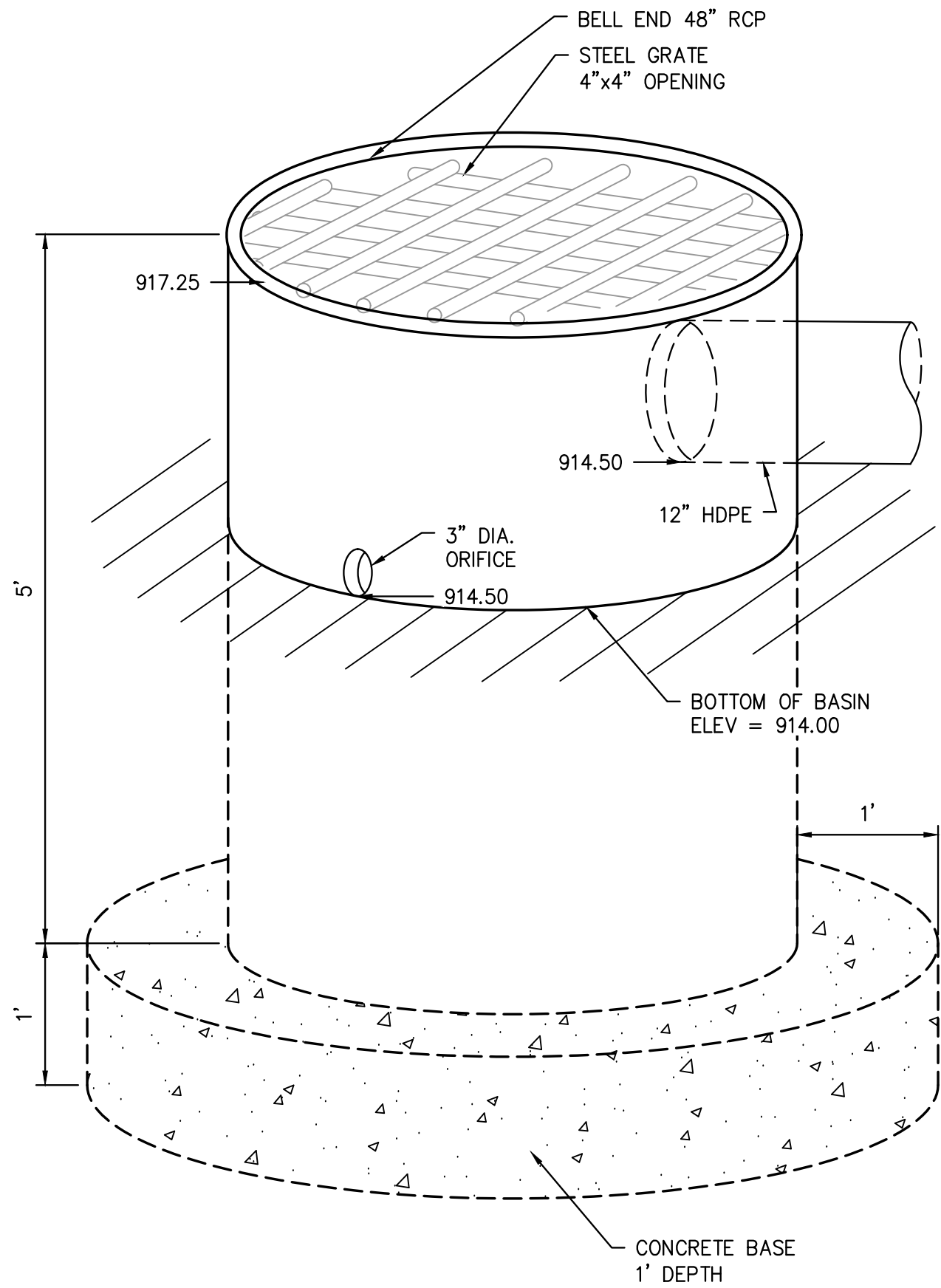
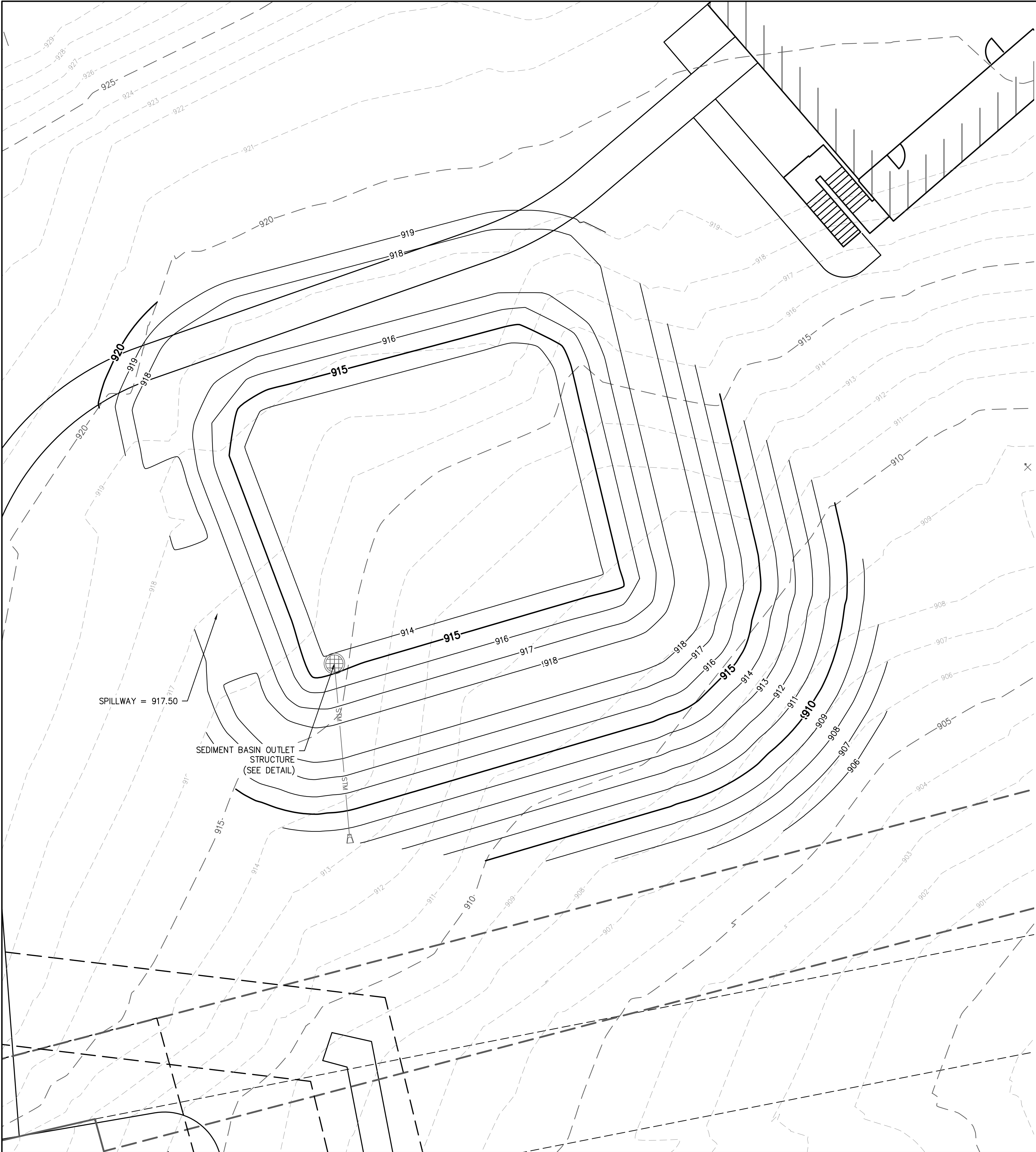
PLAN DATE 10.03.25
DESIGNED BY TCL

0 10'
SCALE

PROJECT NO.
24.0005

SHEET NO.

C310



SITE DEVELOPMENT PLAN FOR THE PRESERVE AT WILLIAMS BAY WILLIAMS BAY, WI		LYNCH & ASSOCIATES ENGINEERING CONSULTANTS, LLC	
SEDIMENT BASIN 2 - LODGE WEST	NO.	BY	DATE
	REVISIONS		
ISSUED FOR REVIEW			
PLAN DATE		10.03.25	
DESIGNED BY		TCL	
0 XX' SCALE			
PROJECT NO. 24.0005			
SHEET NO.			
C311			

Appendix 10 CONSTRUCTION DETAILS



Appendix 11 OVERFLOW ROUTE INFORMATION





SITE DEVELOPMENT PLAN FOR
THE PRESERVE AT WILLIAMS BAY
WILLIAMS BAY, WI

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

OVERFLOW ROUTES		
NO.	REVISIONS	BY DATE

ISSUED FOR REVIEW

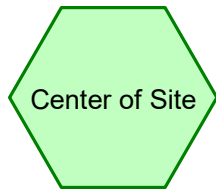
PLAN DATE 06.02.25
DESIGNED BY TCL

0 100'
SCALE

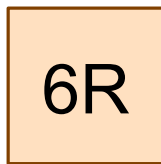
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24.0005

SHEET NO.

APPENDIX 11



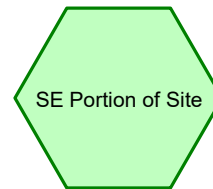
Center of Site



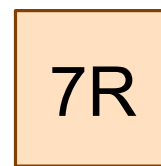
(new Reach)



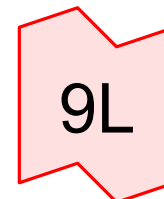
Center Out



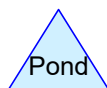
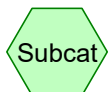
SE Portion of Site



(new Reach)



SE Out



Routing Diagram for Preserve Overflow Routes 7-31-25
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Preserve Overflow Routes 7-31-25

Prepared by {enter your company name here}

Printed 8/1/2025

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Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
11.230	75	1/4 acre lots, 38% imp, HSG B (Center of Site, SE Portion of Site)
11.230	75	TOTAL AREA

Preserve Overflow Routes 7-31-25

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
11.230	HSG B	Center of Site, SE Portion of Site
0.000	HSG C	
0.000	HSG D	
0.000	Other	
11.230		TOTAL AREA

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	11.230	0.000	0.000	0.000	11.230	1/4 acre lots, 38% imp	Center of Site, SE Portion of Site
0.000	11.230	0.000	0.000	0.000	11.230	TOTAL AREA	

Preserve Overflow Routes 7-31-25

MSE 24-hr 3 1 yr Rainfall=2.46"

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment Center of Site: Center of Runoff Area=10.000 ac 38.00% Impervious Runoff Depth>0.58"
Tc=30.0 min CN=75 Runoff=5.04 cfs 0.487 af

Subcatchment SE Portion of Site: SE Runoff Area=1.230 ac 38.00% Impervious Runoff Depth>0.59"
Tc=20.0 min CN=75 Runoff=0.78 cfs 0.060 af

Reach 6R: (new Reach) Avg. Flow Depth=0.59' Max Vel=1.09 fps Inflow=5.04 cfs 0.487 af
n=0.240 L=387.0' S=0.0922 '/' Capacity=55.49 cfs Outflow=4.80 cfs 0.481 af

Reach 7R: (new Reach) Avg. Flow Depth=0.21' Max Vel=0.61 fps Inflow=0.78 cfs 0.060 af
n=0.240 L=146.0' S=0.0936 '/' Capacity=30.21 cfs Outflow=0.74 cfs 0.060 af

Link 8L: Center Out Inflow=4.80 cfs 0.481 af
Primary=4.80 cfs 0.481 af

Link 9L: SE Out Inflow=0.74 cfs 0.060 af
Primary=0.74 cfs 0.060 af

Total Runoff Area = 11.230 ac Runoff Volume = 0.547 af Average Runoff Depth = 0.58"
62.00% Pervious = 6.963 ac 38.00% Impervious = 4.267 ac

Preserve Overflow Routes 7-31-25

MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment Center of Site: Center of Site

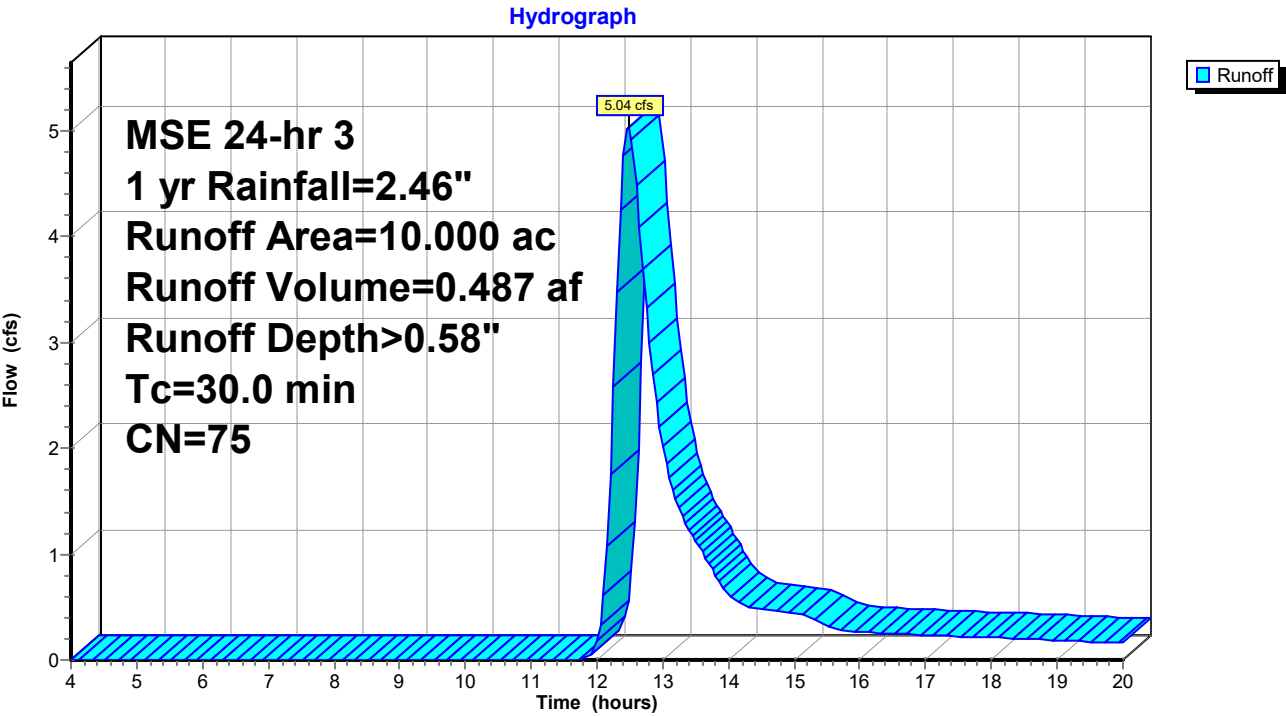
Runoff = 5.04 cfs @ 12.48 hrs, Volume= 0.487 af, Depth> 0.58"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
10.000	75	1/4 acre lots, 38% imp, HSG B
6.200		62.00% Pervious Area
3.800		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry, Direct Entry

Subcatchment Center of Site: Center of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Subcatchment SE Portion of Site: SE Portion of Site

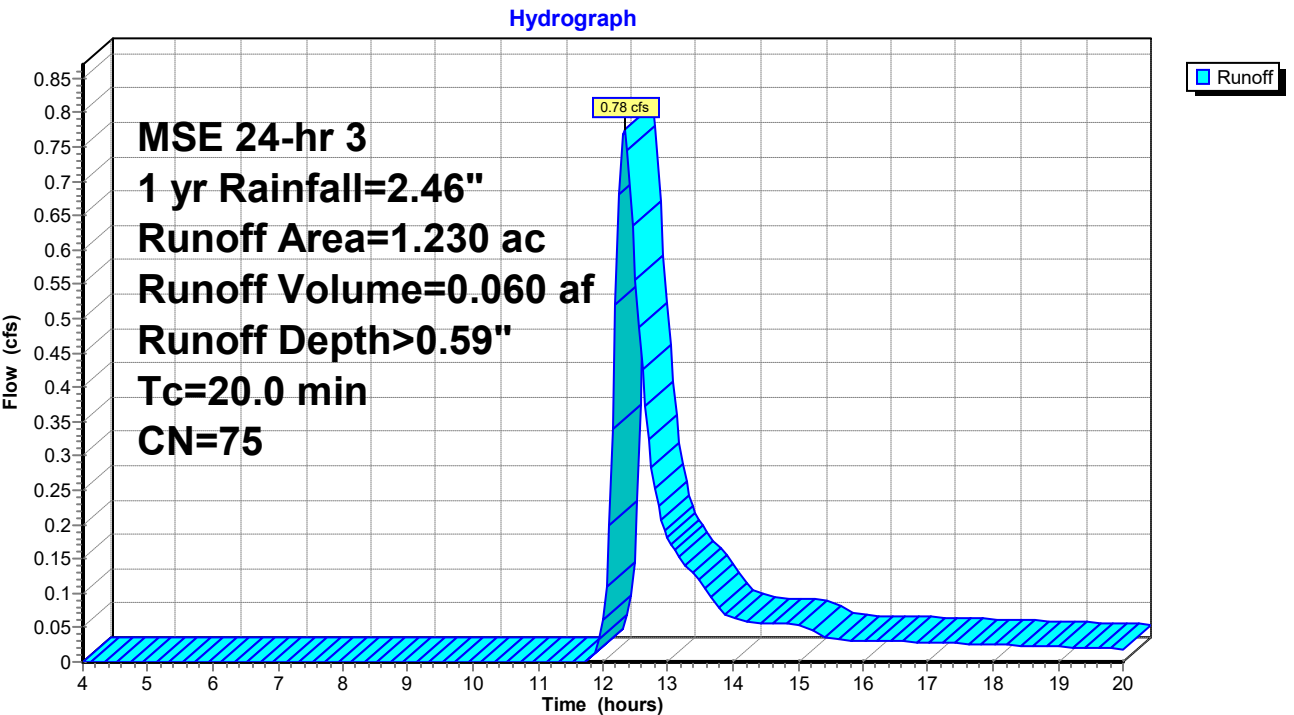
Runoff = 0.78 cfs @ 12.33 hrs, Volume= 0.060 af, Depth> 0.59"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
1.230	75	1/4 acre lots, 38% imp, HSG B
0.763		62.00% Pervious Area
0.467		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry, Proposed Development

Subcatchment SE Portion of Site: SE Portion of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Reach 6R: (new Reach)

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 0.58" for 1 yr event
Inflow = 5.04 cfs @ 12.48 hrs, Volume= 0.487 af
Outflow = 4.80 cfs @ 12.66 hrs, Volume= 0.481 af, Atten= 5%, Lag= 10.8 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 1.09 fps, Min. Travel Time= 5.9 min

Avg. Velocity= 0.50 fps, Avg. Travel Time= 12.8 min

Peak Storage= 1,699 cf @ 12.56 hrs

Average Depth at Peak Storage= 0.59'

Bank-Full Depth= 2.00' Flow Area= 26.0 sf, Capacity= 55.49 cfs

5.00' x 2.00' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 21.00'

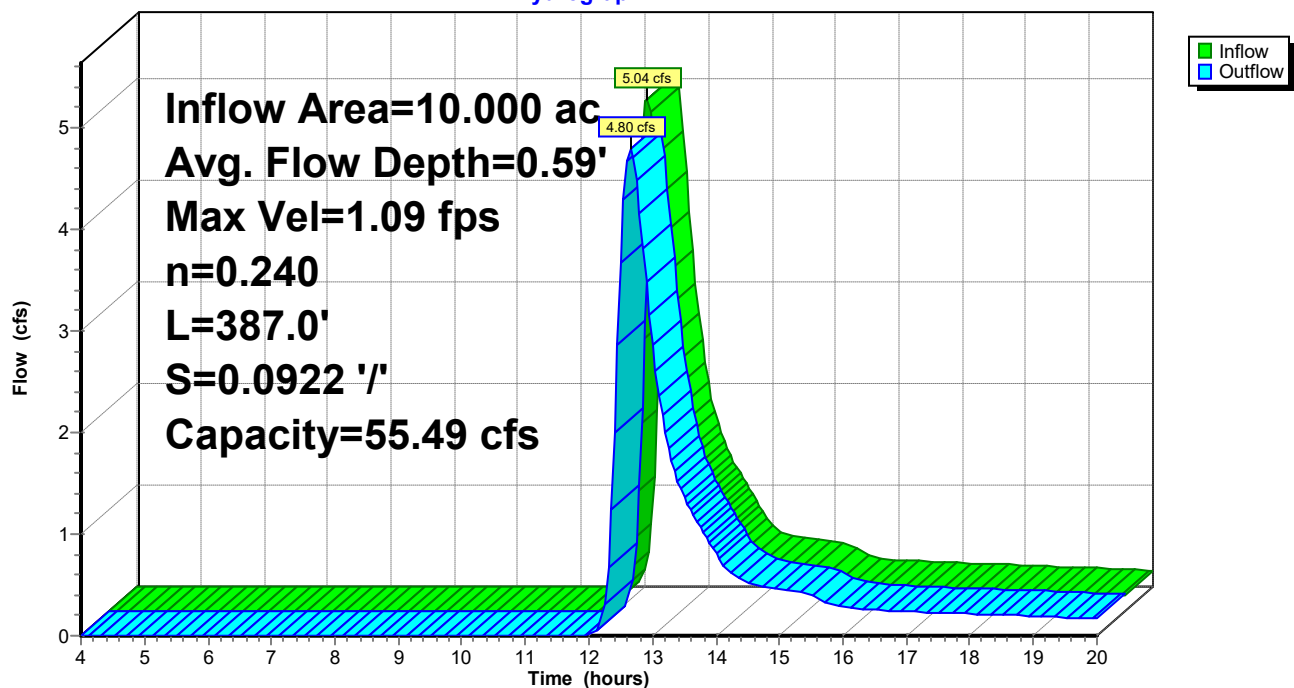
Length= 387.0' Slope= 0.0922 '/'

Inlet Invert= 931.67', Outlet Invert= 896.00'



Reach 6R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Reach 7R: (new Reach)

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 0.59" for 1 yr event
Inflow = 0.78 cfs @ 12.33 hrs, Volume= 0.060 af
Outflow = 0.74 cfs @ 12.45 hrs, Volume= 0.060 af, Atten= 5%, Lag= 7.3 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 0.61 fps, Min. Travel Time= 4.0 min

Avg. Velocity= 0.24 fps, Avg. Travel Time= 10.2 min

Peak Storage= 179 cf @ 12.38 hrs

Average Depth at Peak Storage= 0.21'

Bank-Full Depth= 1.50' Flow Area= 16.5 sf, Capacity= 30.21 cfs

5.00' x 1.50' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 17.00'

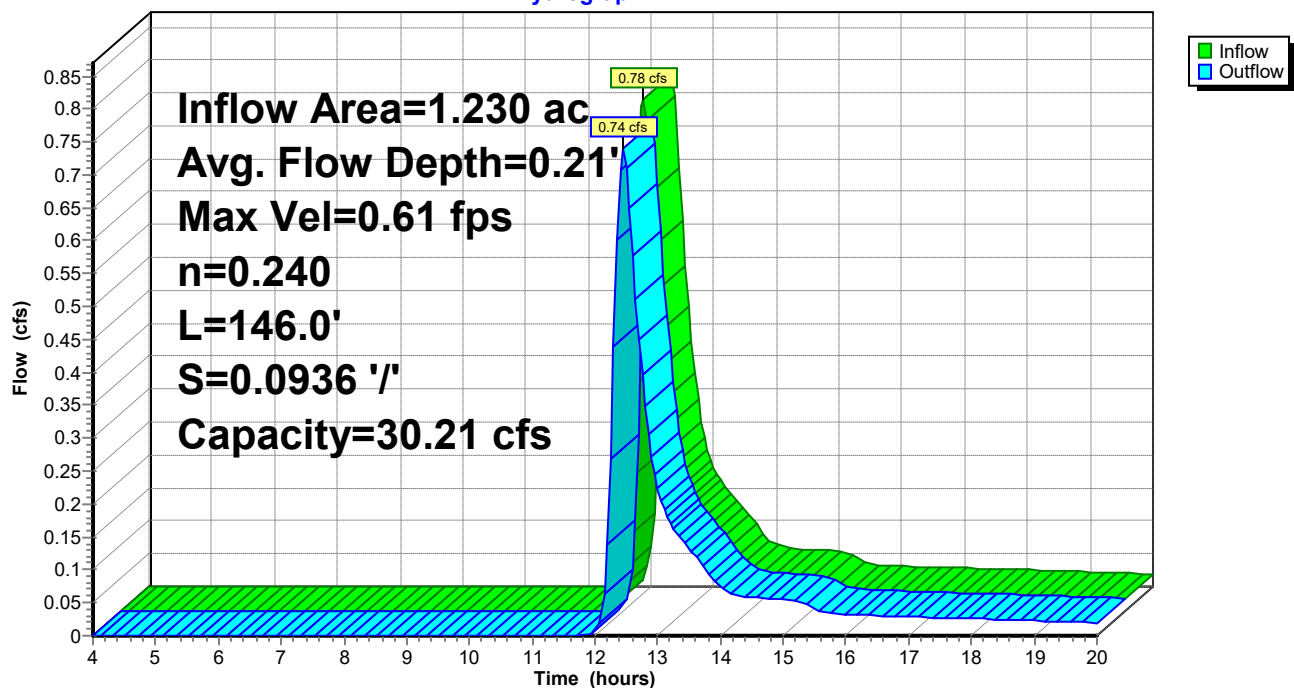
Length= 146.0' Slope= 0.0936 '/'

Inlet Invert= 901.44', Outlet Invert= 887.77'



Reach 7R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 1 yr Rainfall=2.46"

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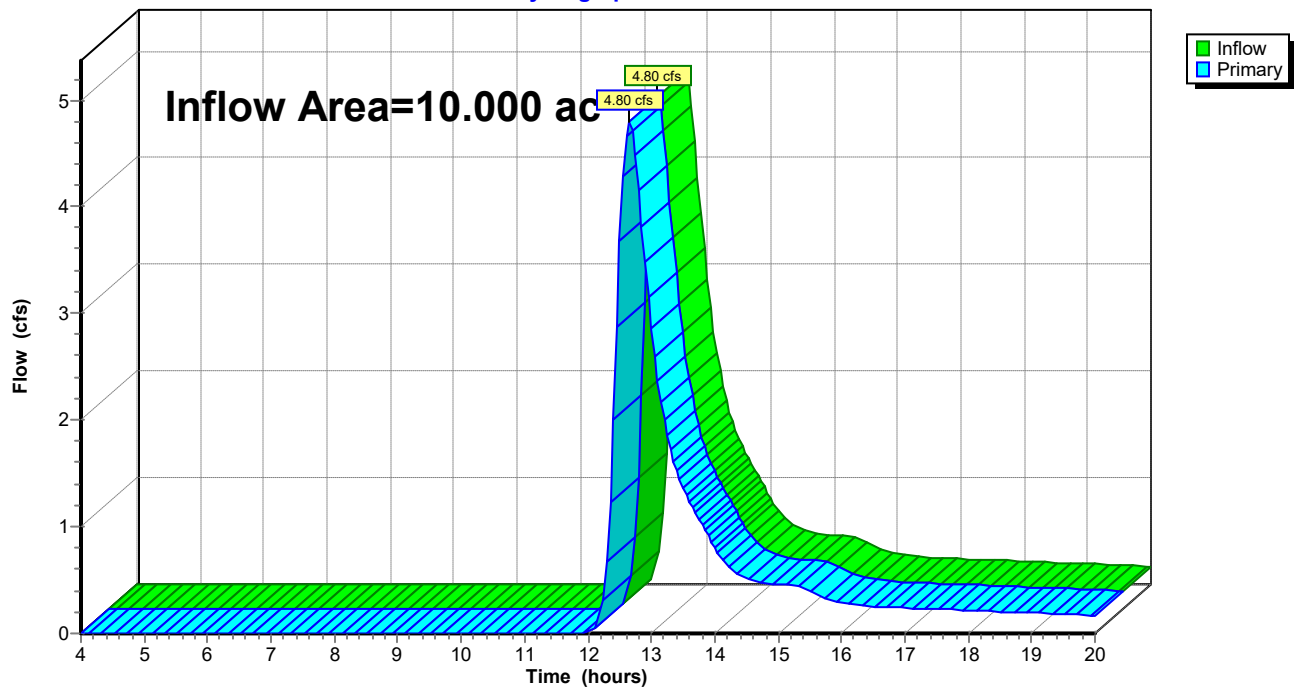
Summary for Link 8L: Center Out

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 0.58" for 1 yr event
Inflow = 4.80 cfs @ 12.66 hrs, Volume= 0.481 af
Primary = 4.80 cfs @ 12.66 hrs, Volume= 0.481 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 8L: Center Out

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 1 yr Rainfall=2.46"

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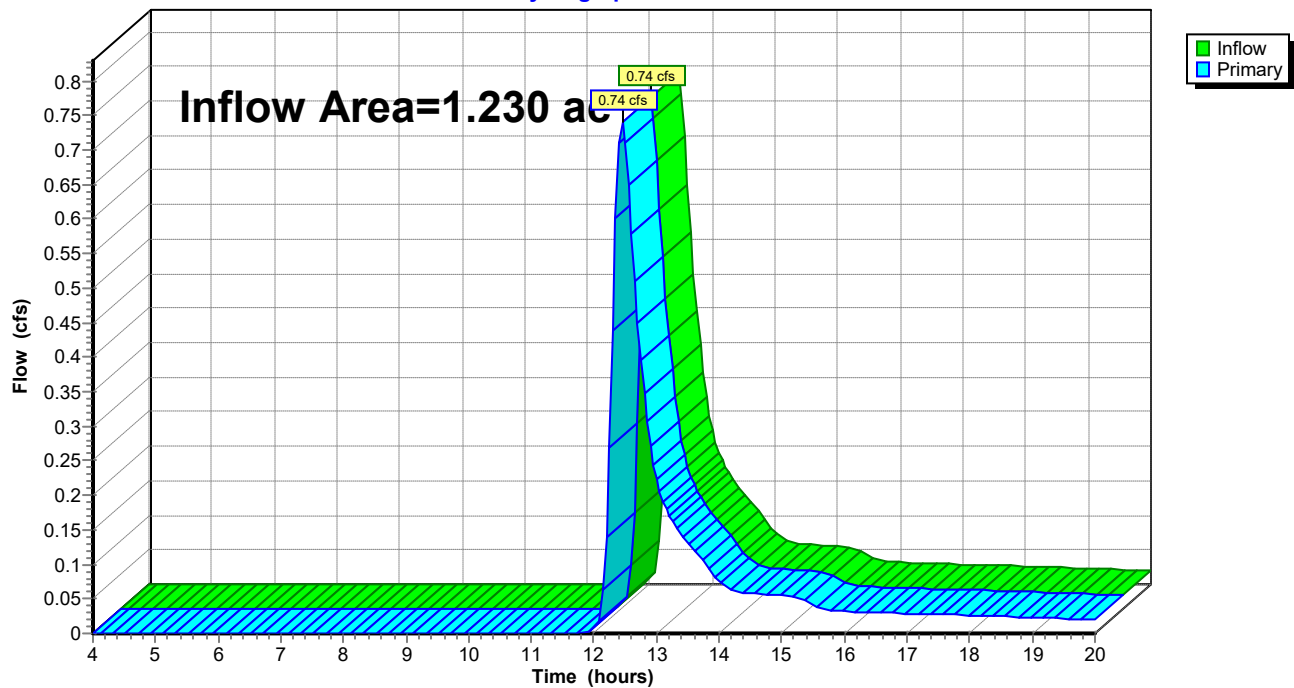
Summary for Link 9L: SE Out

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 0.58" for 1 yr event
Inflow = 0.74 cfs @ 12.45 hrs, Volume= 0.060 af
Primary = 0.74 cfs @ 12.45 hrs, Volume= 0.060 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 9L: SE Out

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 2 yr Rainfall=2.80"

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment Center of Site: Center of Runoff Area=10.000 ac 38.00% Impervious Runoff Depth>0.78"
Tc=30.0 min CN=75 Runoff=6.95 cfs 0.649 af

Subcatchment SE Portion of Site: SE Runoff Area=1.230 ac 38.00% Impervious Runoff Depth>0.78"
Tc=20.0 min CN=75 Runoff=1.07 cfs 0.080 af

Reach 6R: (new Reach) Avg. Flow Depth=0.71' Max Vel=1.20 fps Inflow=6.95 cfs 0.649 af
n=0.240 L=387.0' S=0.0922 '/' Capacity=55.49 cfs Outflow=6.64 cfs 0.643 af

Reach 7R: (new Reach) Avg. Flow Depth=0.25' Max Vel=0.68 fps Inflow=1.07 cfs 0.080 af
n=0.240 L=146.0' S=0.0936 '/' Capacity=30.21 cfs Outflow=1.03 cfs 0.080 af

Link 8L: Center Out Inflow=6.64 cfs 0.643 af
Primary=6.64 cfs 0.643 af

Link 9L: SE Out Inflow=1.03 cfs 0.080 af
Primary=1.03 cfs 0.080 af

Total Runoff Area = 11.230 ac Runoff Volume = 0.729 af Average Runoff Depth = 0.78"
62.00% Pervious = 6.963 ac 38.00% Impervious = 4.267 ac

Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment Center of Site: Center of Site

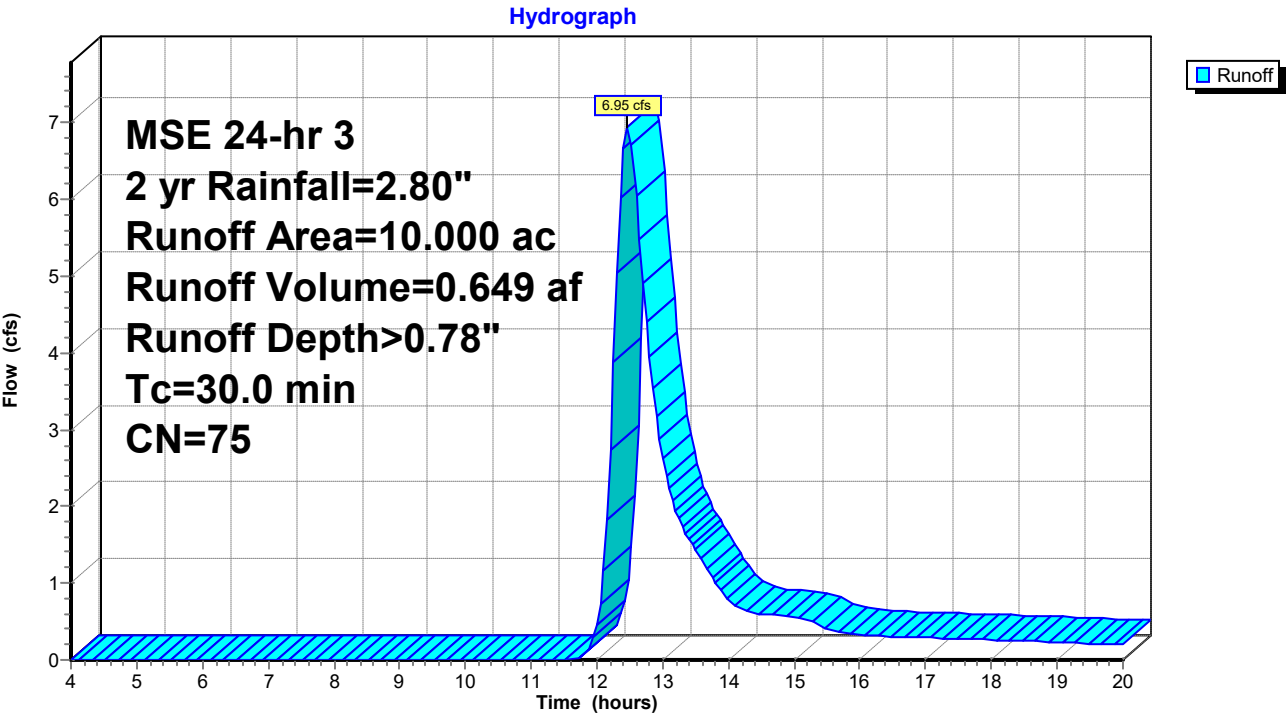
Runoff = 6.95 cfs @ 12.47 hrs, Volume= 0.649 af, Depth> 0.78"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
10.000	75	1/4 acre lots, 38% imp, HSG B
6.200		62.00% Pervious Area
3.800		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry, Direct Entry

Subcatchment Center of Site: Center of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Subcatchment SE Portion of Site: SE Portion of Site

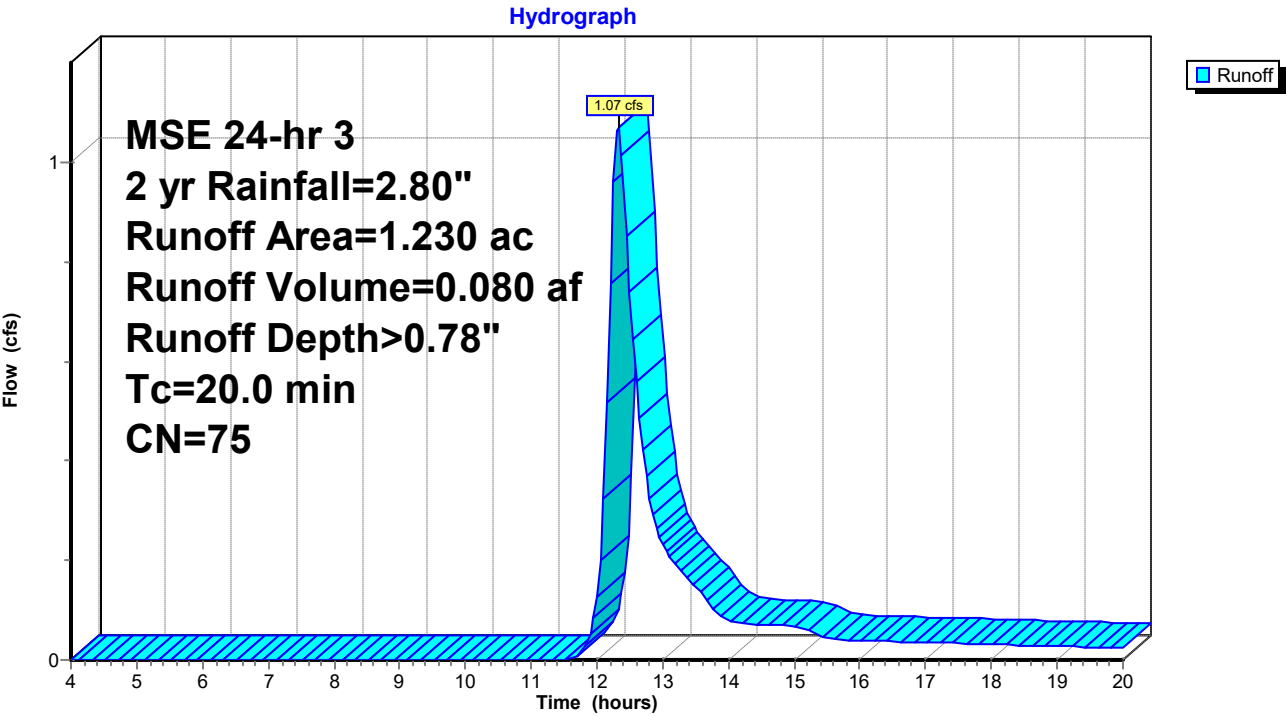
Runoff = 1.07 cfs @ 12.32 hrs, Volume= 0.080 af, Depth> 0.78"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
1.230	75	1/4 acre lots, 38% imp, HSG B
0.763		62.00% Pervious Area
0.467		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry, Proposed Development

Subcatchment SE Portion of Site: SE Portion of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Reach 6R: (new Reach)

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 0.78" for 2 yr event
Inflow = 6.95 cfs @ 12.47 hrs, Volume= 0.649 af
Outflow = 6.64 cfs @ 12.63 hrs, Volume= 0.643 af, Atten= 4%, Lag= 9.7 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 1.20 fps, Min. Travel Time= 5.4 min

Avg. Velocity= 0.54 fps, Avg. Travel Time= 11.9 min

Peak Storage= 2,145 cf @ 12.54 hrs

Average Depth at Peak Storage= 0.71'

Bank-Full Depth= 2.00' Flow Area= 26.0 sf, Capacity= 55.49 cfs

5.00' x 2.00' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 21.00'

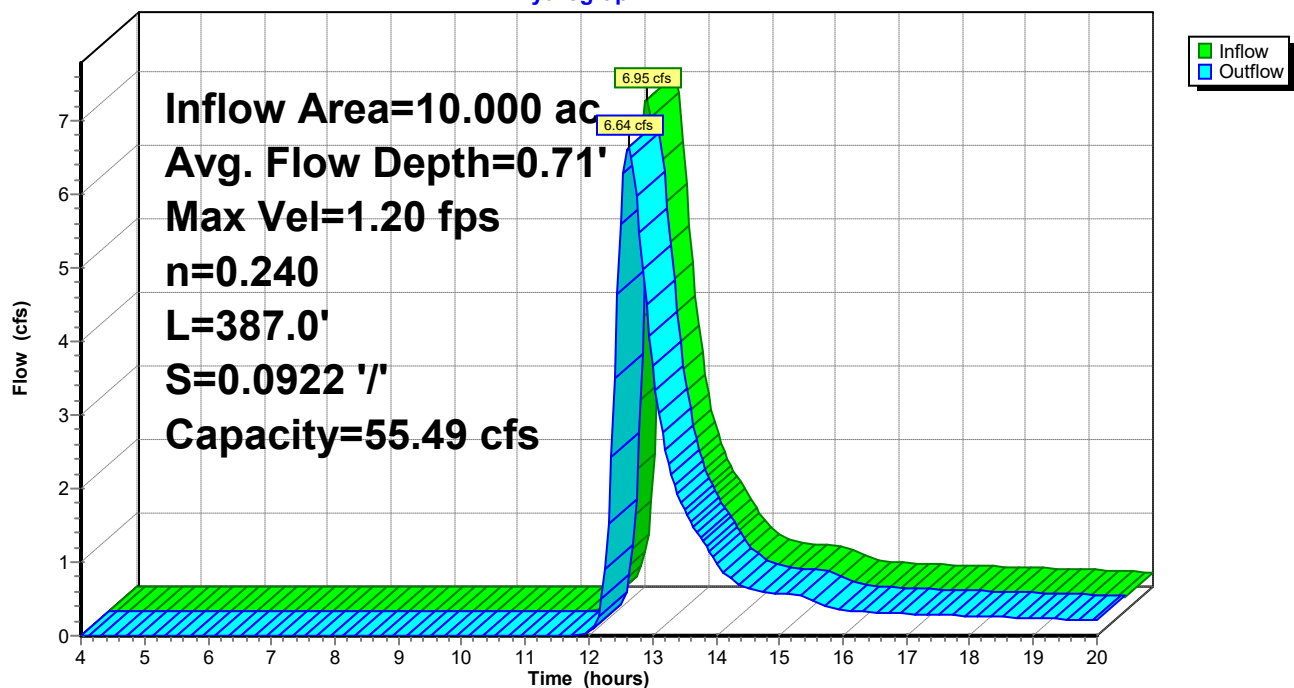
Length= 387.0' Slope= 0.0922 '/'

Inlet Invert= 931.67', Outlet Invert= 896.00'



Reach 6R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Reach 7R: (new Reach)

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 0.78" for 2 yr event
Inflow = 1.07 cfs @ 12.32 hrs, Volume= 0.080 af
Outflow = 1.03 cfs @ 12.43 hrs, Volume= 0.080 af, Atten= 4%, Lag= 6.4 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 0.68 fps, Min. Travel Time= 3.6 min

Avg. Velocity= 0.26 fps, Avg. Travel Time= 9.4 min

Peak Storage= 223 cf @ 12.37 hrs

Average Depth at Peak Storage= 0.25'

Bank-Full Depth= 1.50' Flow Area= 16.5 sf, Capacity= 30.21 cfs

5.00' x 1.50' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 17.00'

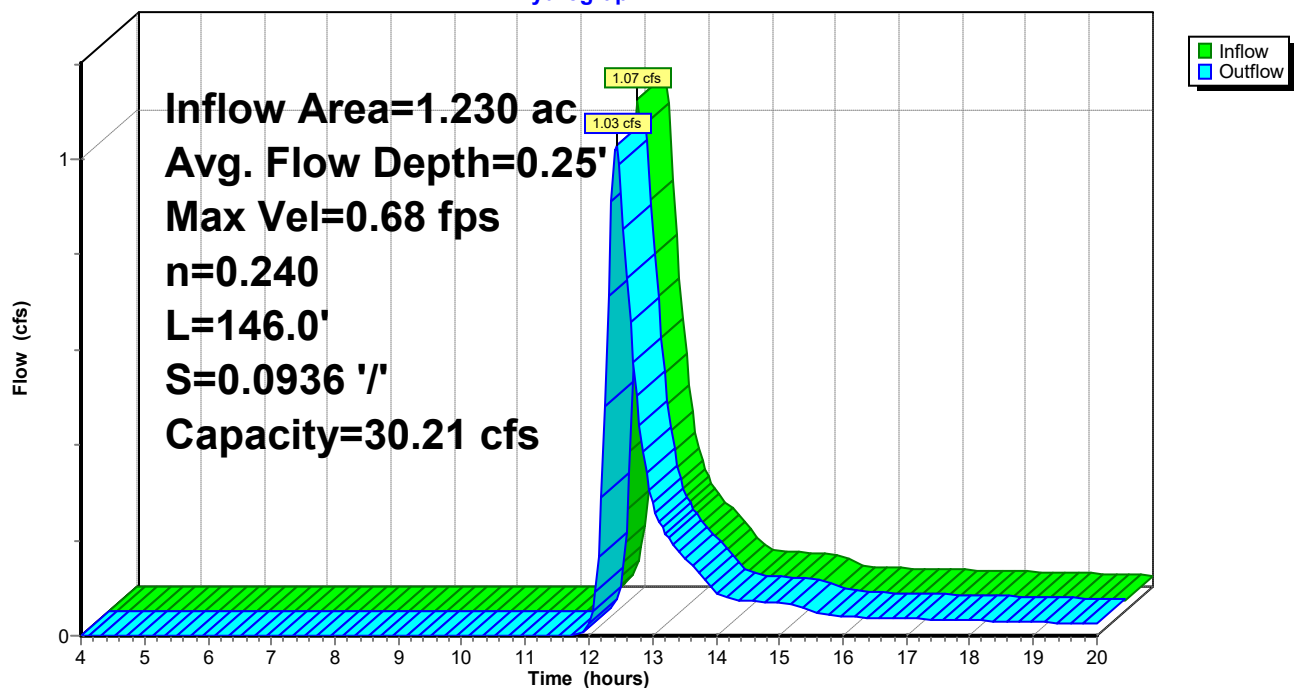
Length= 146.0' Slope= 0.0936 '/'

Inlet Invert= 901.44', Outlet Invert= 887.77'



Reach 7R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 2 yr Rainfall=2.80"

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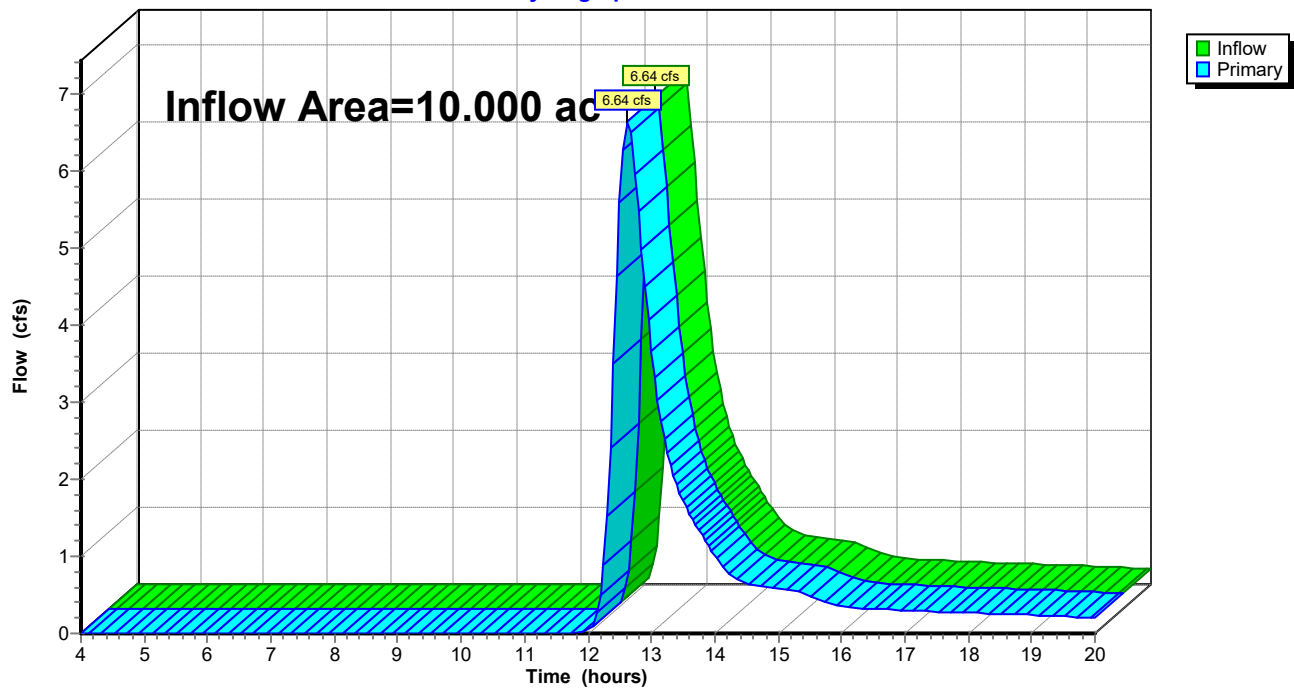
Summary for Link 8L: Center Out

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 0.77" for 2 yr event
Inflow = 6.64 cfs @ 12.63 hrs, Volume= 0.643 af
Primary = 6.64 cfs @ 12.63 hrs, Volume= 0.643 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 8L: Center Out

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 2 yr Rainfall=2.80"

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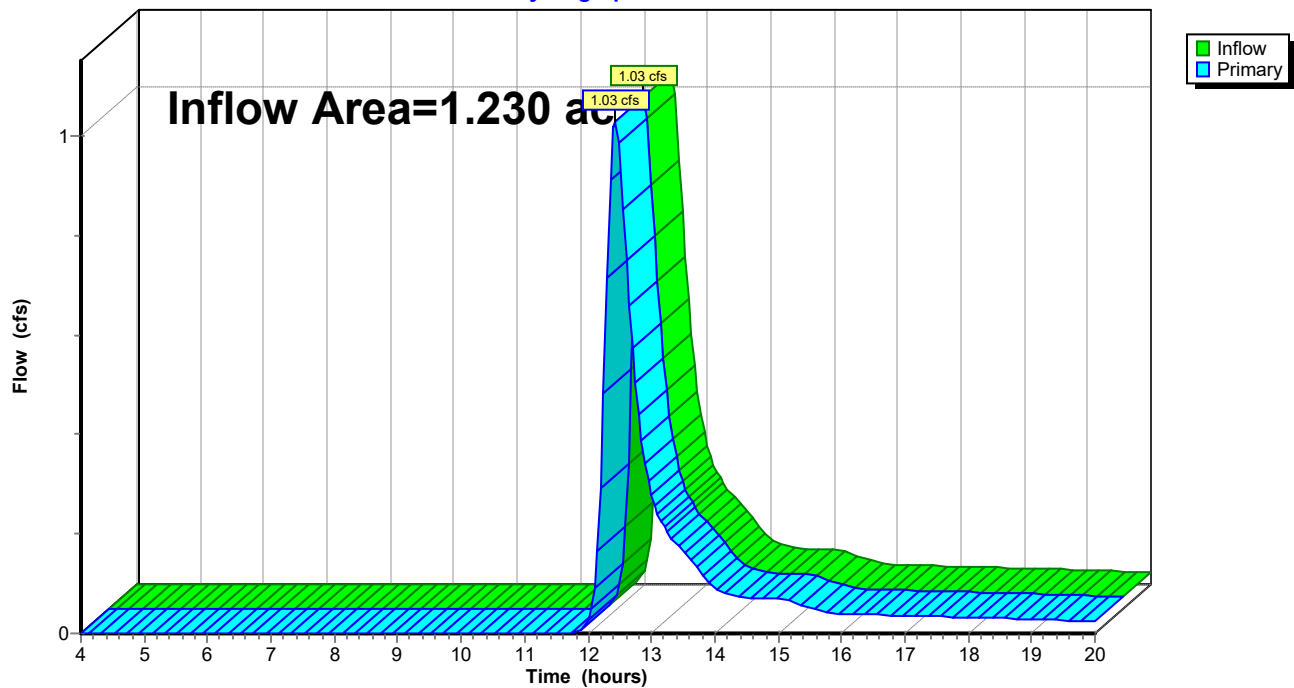
Summary for Link 9L: SE Out

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 0.78" for 2 yr event
Inflow = 1.03 cfs @ 12.43 hrs, Volume= 0.080 af
Primary = 1.03 cfs @ 12.43 hrs, Volume= 0.080 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 9L: SE Out

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 10 yr Rainfall=3.97"

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment Center of Site: Center of Runoff Area=10.000 ac 38.00% Impervious Runoff Depth>1.55"
Tc=30.0 min CN=75 Runoff=14.46 cfs 1.294 af

Subcatchment SE Portion of Site: SE Runoff Area=1.230 ac 38.00% Impervious Runoff Depth>1.56"
Tc=20.0 min CN=75 Runoff=2.23 cfs 0.160 af

Reach 6R: (new Reach) Avg. Flow Depth=1.04' Max Vel=1.48 fps Inflow=14.46 cfs 1.294 af
n=0.240 L=387.0' S=0.0922 '/' Capacity=55.49 cfs Outflow=13.98 cfs 1.286 af

Reach 7R: (new Reach) Avg. Flow Depth=0.39' Max Vel=0.86 fps Inflow=2.23 cfs 0.160 af
n=0.240 L=146.0' S=0.0936 '/' Capacity=30.21 cfs Outflow=2.17 cfs 0.159 af

Link 8L: Center Out Inflow=13.98 cfs 1.286 af
Primary=13.98 cfs 1.286 af

Link 9L: SE Out Inflow=2.17 cfs 0.159 af
Primary=2.17 cfs 0.159 af

Total Runoff Area = 11.230 ac Runoff Volume = 1.454 af Average Runoff Depth = 1.55"
62.00% Pervious = 6.963 ac 38.00% Impervious = 4.267 ac

Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment Center of Site: Center of Site

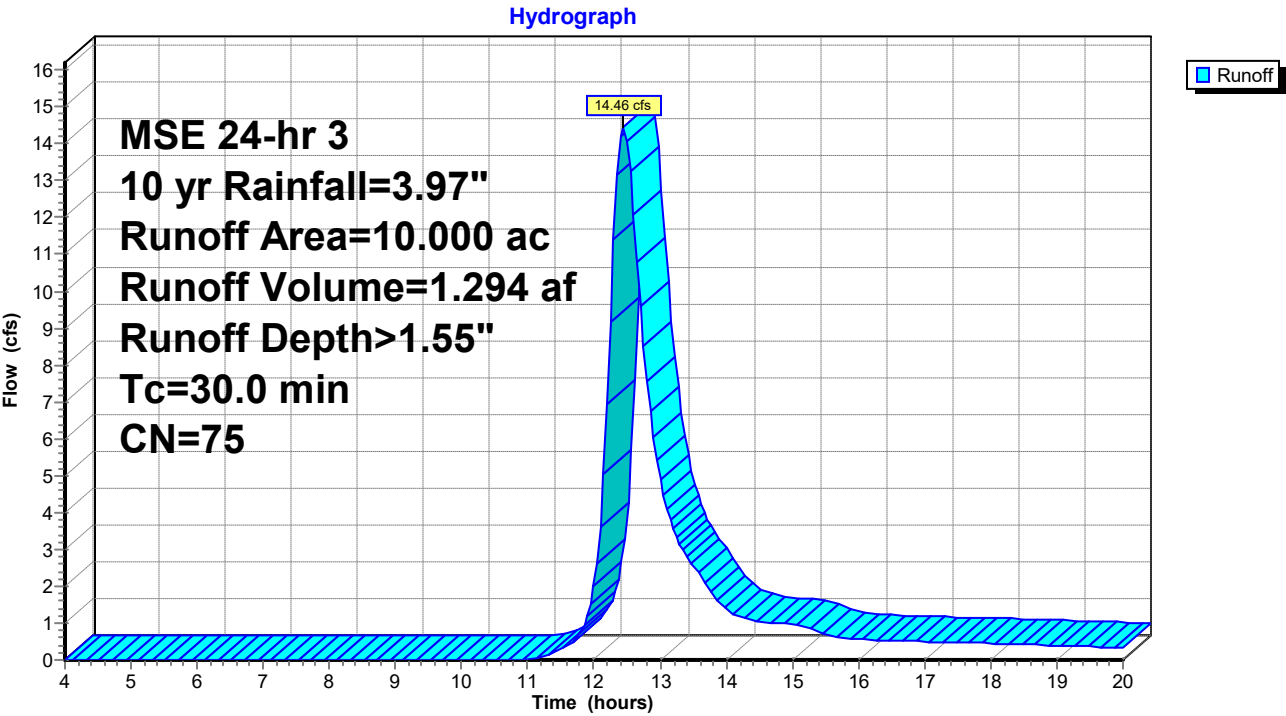
Runoff = 14.46 cfs @ 12.45 hrs, Volume= 1.294 af, Depth> 1.55"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
10.000	75	1/4 acre lots, 38% imp, HSG B
6.200		62.00% Pervious Area
3.800		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry, Direct Entry

Subcatchment Center of Site: Center of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Subcatchment SE Portion of Site: SE Portion of Site

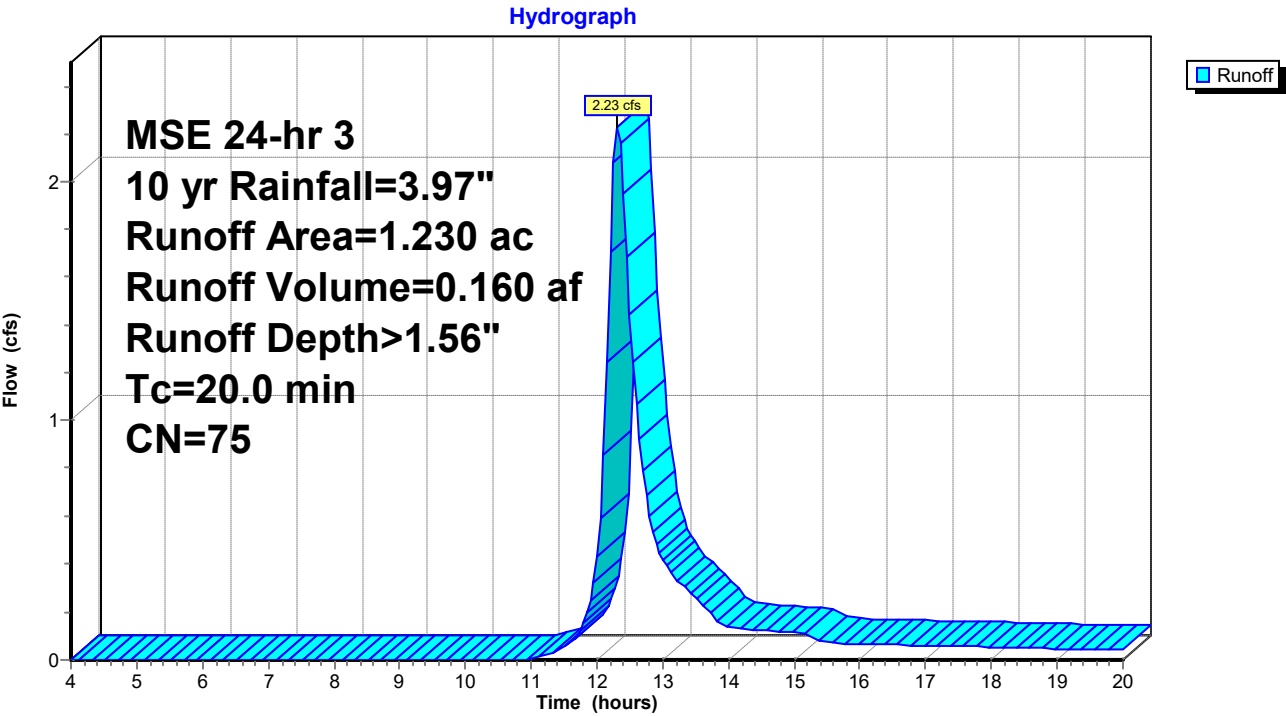
Runoff = 2.23 cfs @ 12.31 hrs, Volume= 0.160 af, Depth> 1.56"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
1.230	75	1/4 acre lots, 38% imp, HSG B
0.763		62.00% Pervious Area
0.467		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry, Proposed Development

Subcatchment SE Portion of Site: SE Portion of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Reach 6R: (new Reach)

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 1.55" for 10 yr event
Inflow = 14.46 cfs @ 12.45 hrs, Volume= 1.294 af
Outflow = 13.98 cfs @ 12.58 hrs, Volume= 1.286 af, Atten= 3%, Lag= 7.8 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 1.48 fps, Min. Travel Time= 4.4 min

Avg. Velocity= 0.64 fps, Avg. Travel Time= 10.0 min

Peak Storage= 3,673 cf @ 12.50 hrs

Average Depth at Peak Storage= 1.04'

Bank-Full Depth= 2.00' Flow Area= 26.0 sf, Capacity= 55.49 cfs

5.00' x 2.00' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 21.00'

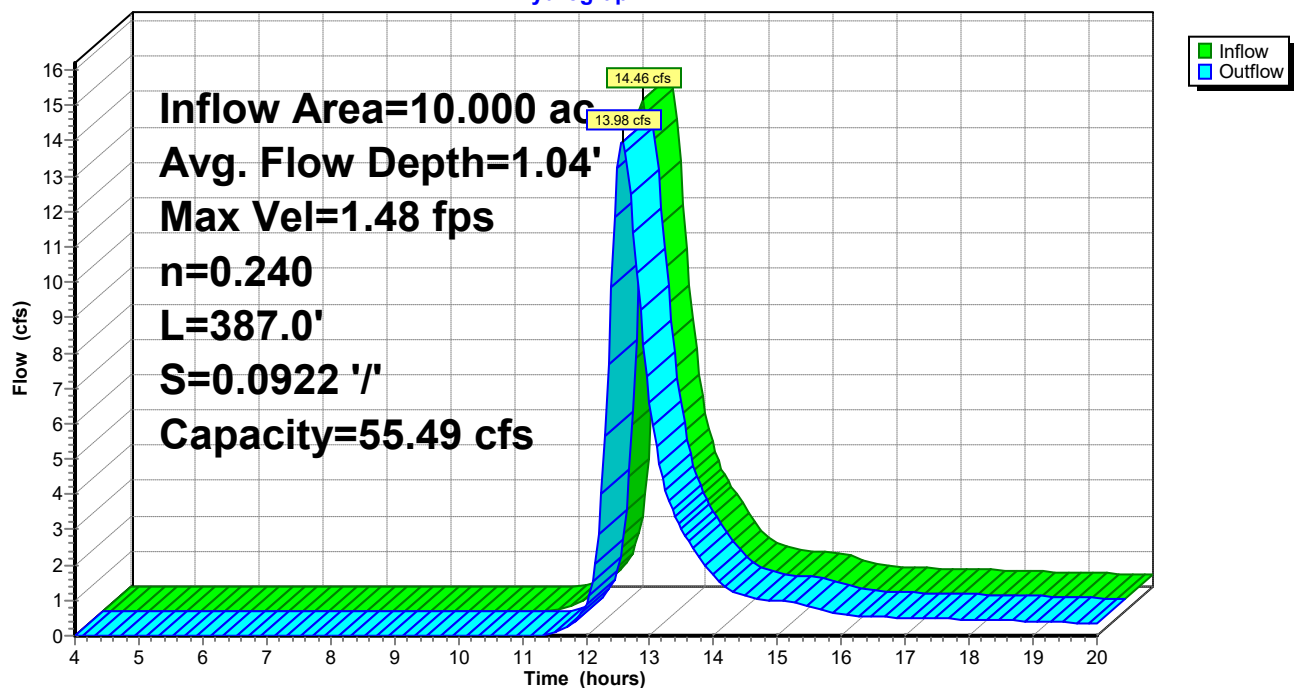
Length= 387.0' Slope= 0.0922 '/'

Inlet Invert= 931.67', Outlet Invert= 896.00'



Reach 6R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Reach 7R: (new Reach)

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 1.56" for 10 yr event
Inflow = 2.23 cfs @ 12.31 hrs, Volume= 0.160 af
Outflow = 2.17 cfs @ 12.39 hrs, Volume= 0.159 af, Atten= 2%, Lag= 5.0 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 0.86 fps, Min. Travel Time= 2.8 min

Avg. Velocity= 0.31 fps, Avg. Travel Time= 7.8 min

Peak Storage= 368 cf @ 12.35 hrs

Average Depth at Peak Storage= 0.39'

Bank-Full Depth= 1.50' Flow Area= 16.5 sf, Capacity= 30.21 cfs

5.00' x 1.50' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 17.00'

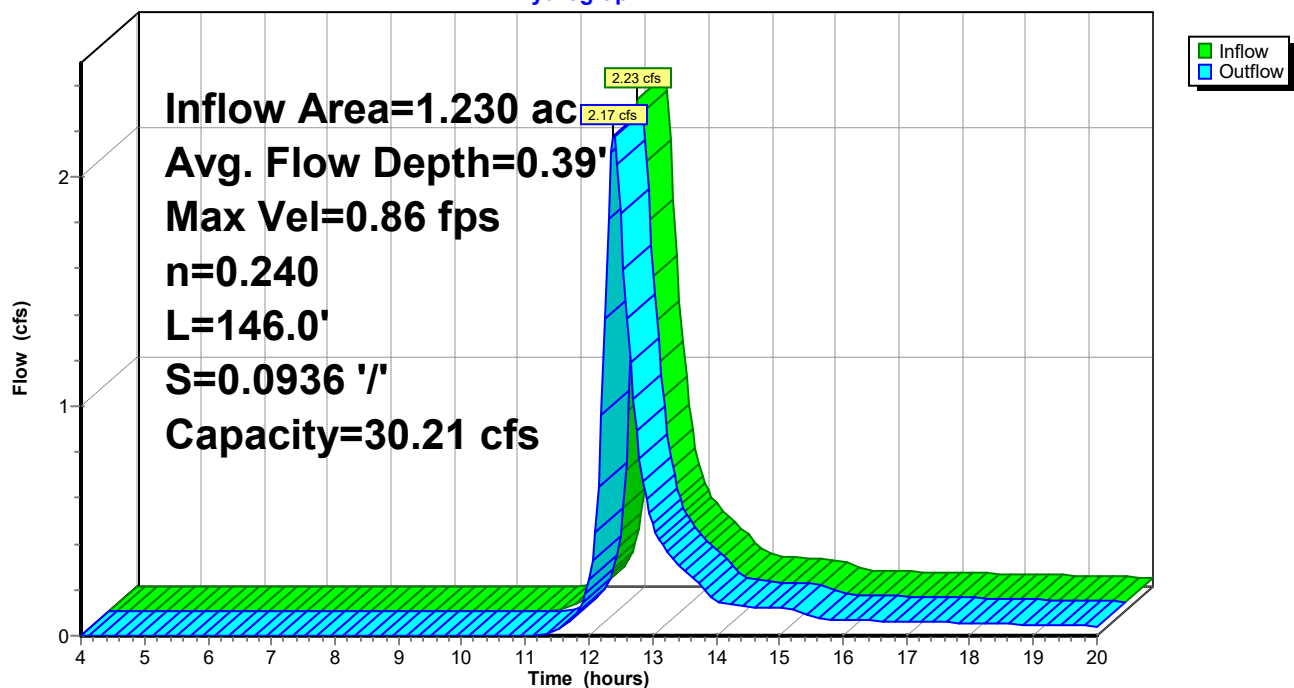
Length= 146.0' Slope= 0.0936 '/'

Inlet Invert= 901.44', Outlet Invert= 887.77'



Reach 7R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 10 yr Rainfall=3.97"

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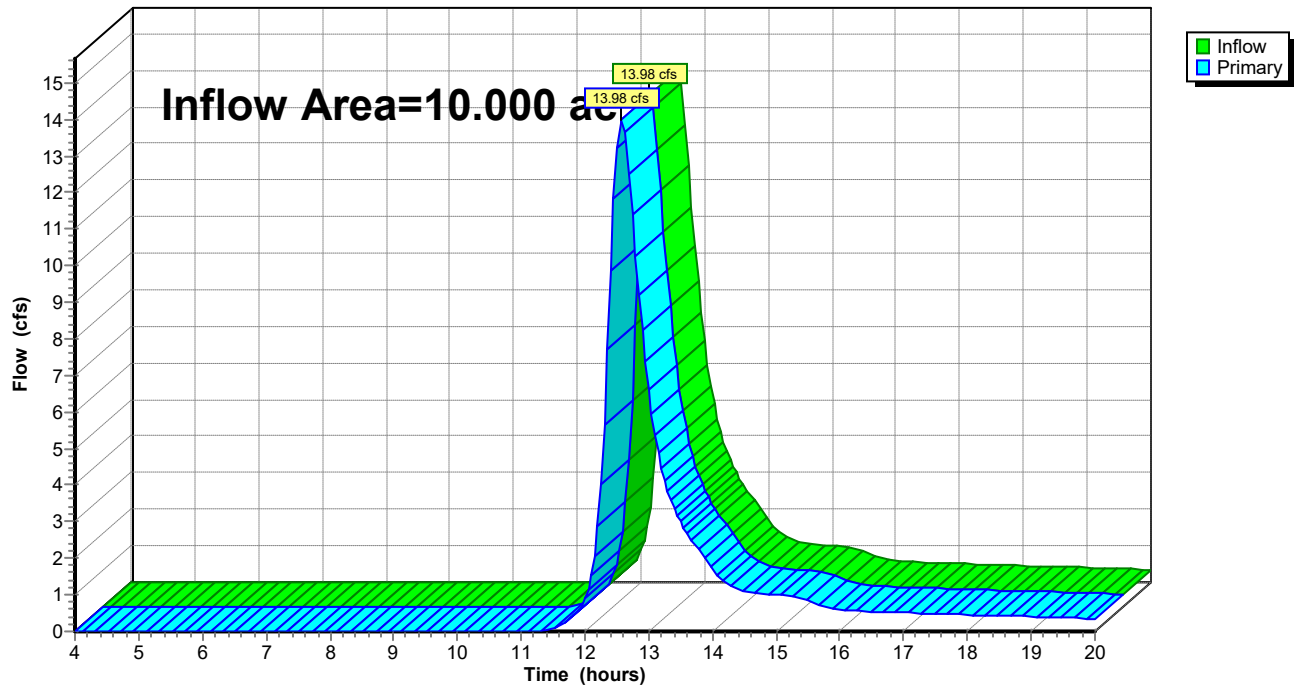
Summary for Link 8L: Center Out

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 1.54" for 10 yr event
Inflow = 13.98 cfs @ 12.58 hrs, Volume= 1.286 af
Primary = 13.98 cfs @ 12.58 hrs, Volume= 1.286 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 8L: Center Out

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 10 yr Rainfall=3.97"

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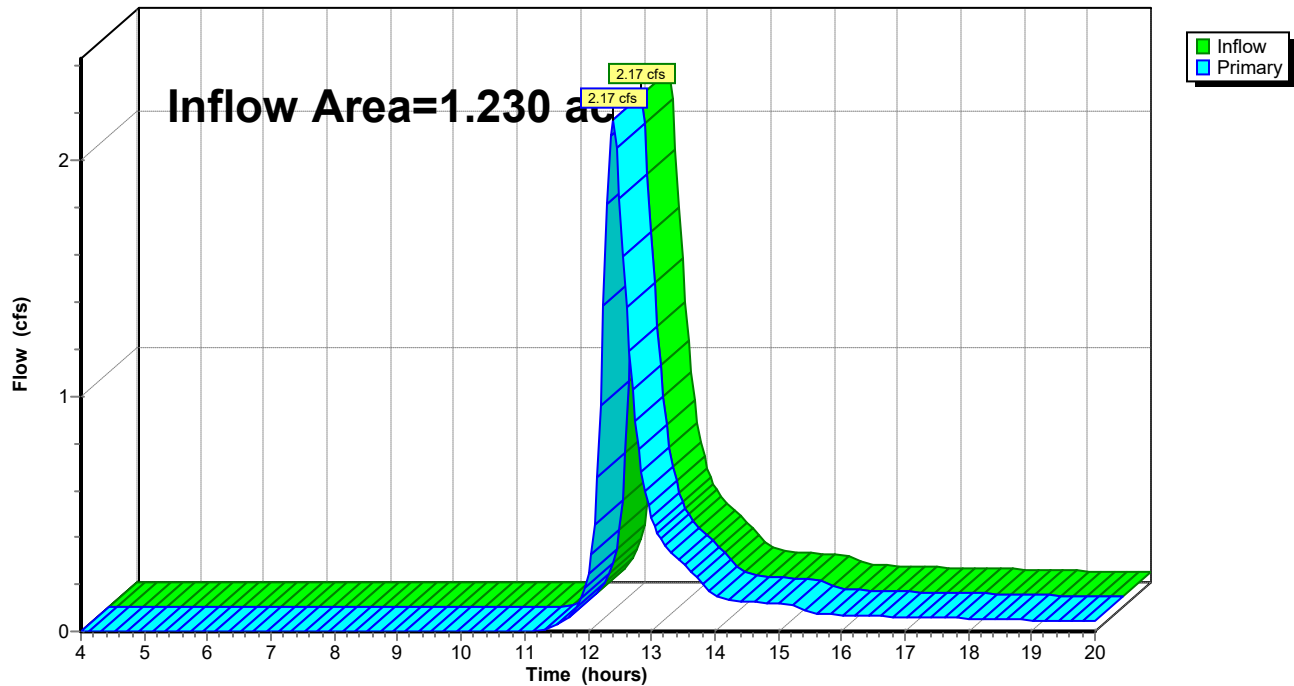
Summary for Link 9L: SE Out

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 1.55" for 10 yr event
Inflow = 2.17 cfs @ 12.39 hrs, Volume= 0.159 af
Primary = 2.17 cfs @ 12.39 hrs, Volume= 0.159 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 9L: SE Out

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 100 yr Rainfall=6.22"

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment Center of Site: Center of Runoff Area=10.000 ac 38.00% Impervious Runoff Depth>3.31"
Tc=30.0 min CN=75 Runoff=31.05 cfs 2.755 af

Subcatchment SE Portion of Site: SE Runoff Area=1.230 ac 38.00% Impervious Runoff Depth>3.32"
Tc=20.0 min CN=75 Runoff=4.76 cfs 0.340 af

Reach 6R: (new Reach) Avg. Flow Depth=1.51' Max Vel=1.82 fps Inflow=31.05 cfs 2.755 af
n=0.240 L=387.0' S=0.0922 '/' Capacity=55.49 cfs Outflow=30.37 cfs 2.742 af

Reach 7R: (new Reach) Avg. Flow Depth=0.59' Max Vel=1.09 fps Inflow=4.76 cfs 0.340 af
n=0.240 L=146.0' S=0.0936 '/' Capacity=30.21 cfs Outflow=4.67 cfs 0.339 af

Link 8L: Center Out Inflow=30.37 cfs 2.742 af
Primary=30.37 cfs 2.742 af

Link 9L: SE Out Inflow=4.67 cfs 0.339 af
Primary=4.67 cfs 0.339 af

Total Runoff Area = 11.230 ac Runoff Volume = 3.095 af Average Runoff Depth = 3.31"
62.00% Pervious = 6.963 ac 38.00% Impervious = 4.267 ac

Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment Center of Site: Center of Site

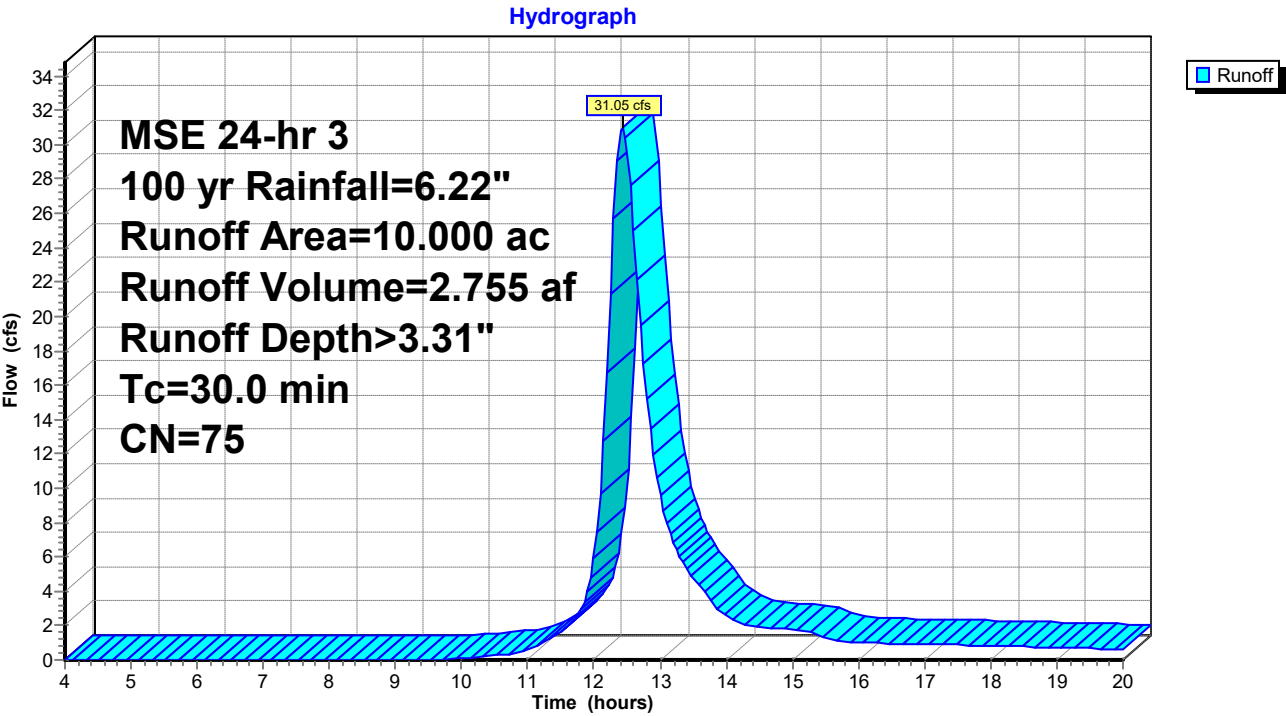
Runoff = 31.05 cfs @ 12.43 hrs, Volume= 2.755 af, Depth> 3.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
10.000	75	1/4 acre lots, 38% imp, HSG B
6.200		62.00% Pervious Area
3.800		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
30.0					Direct Entry, Direct Entry

Subcatchment Center of Site: Center of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Subcatchment SE Portion of Site: SE Portion of Site

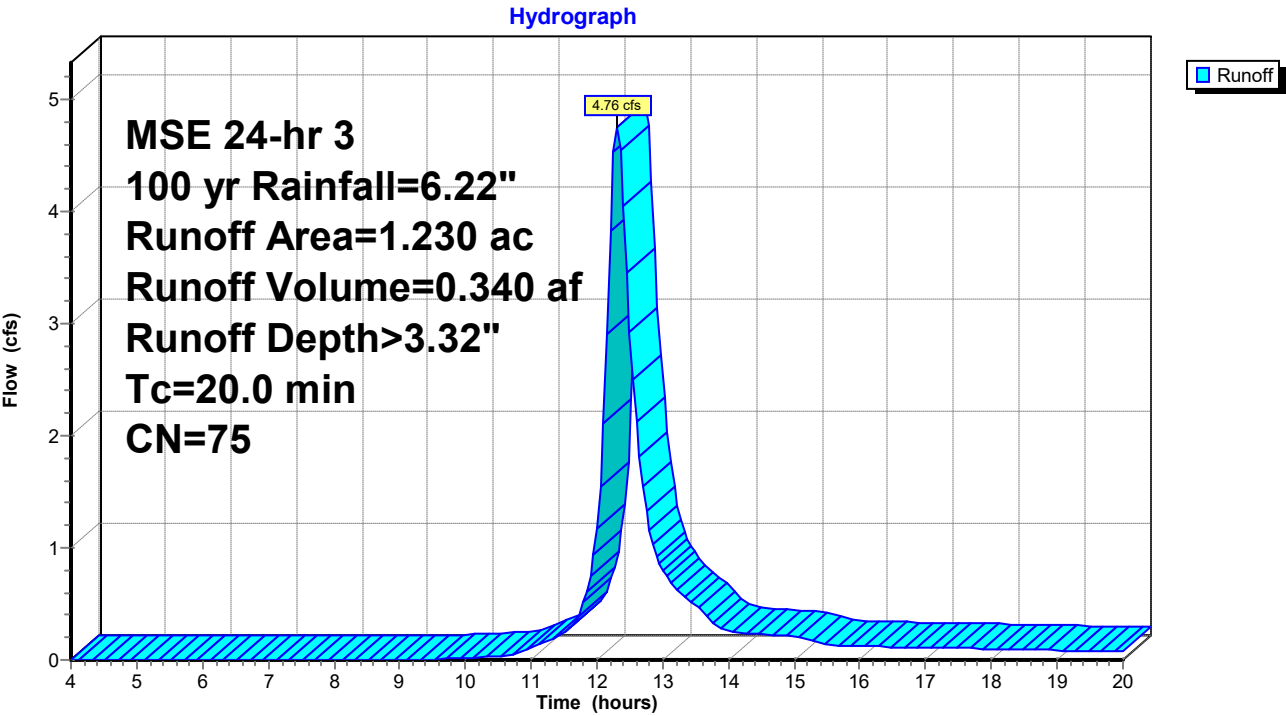
Runoff = 4.76 cfs @ 12.30 hrs, Volume= 0.340 af, Depth> 3.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
1.230	75	1/4 acre lots, 38% imp, HSG B
0.763		62.00% Pervious Area
0.467		38.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
20.0					Direct Entry, Proposed Development

Subcatchment SE Portion of Site: SE Portion of Site



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Reach 6R: (new Reach)

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 3.31" for 100 yr event
Inflow = 31.05 cfs @ 12.43 hrs, Volume= 2.755 af
Outflow = 30.37 cfs @ 12.54 hrs, Volume= 2.742 af, Atten= 2%, Lag= 6.4 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 1.82 fps, Min. Travel Time= 3.5 min

Avg. Velocity= 0.75 fps, Avg. Travel Time= 8.6 min

Peak Storage= 6,464 cf @ 12.48 hrs

Average Depth at Peak Storage= 1.51'

Bank-Full Depth= 2.00' Flow Area= 26.0 sf, Capacity= 55.49 cfs

5.00' x 2.00' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 21.00'

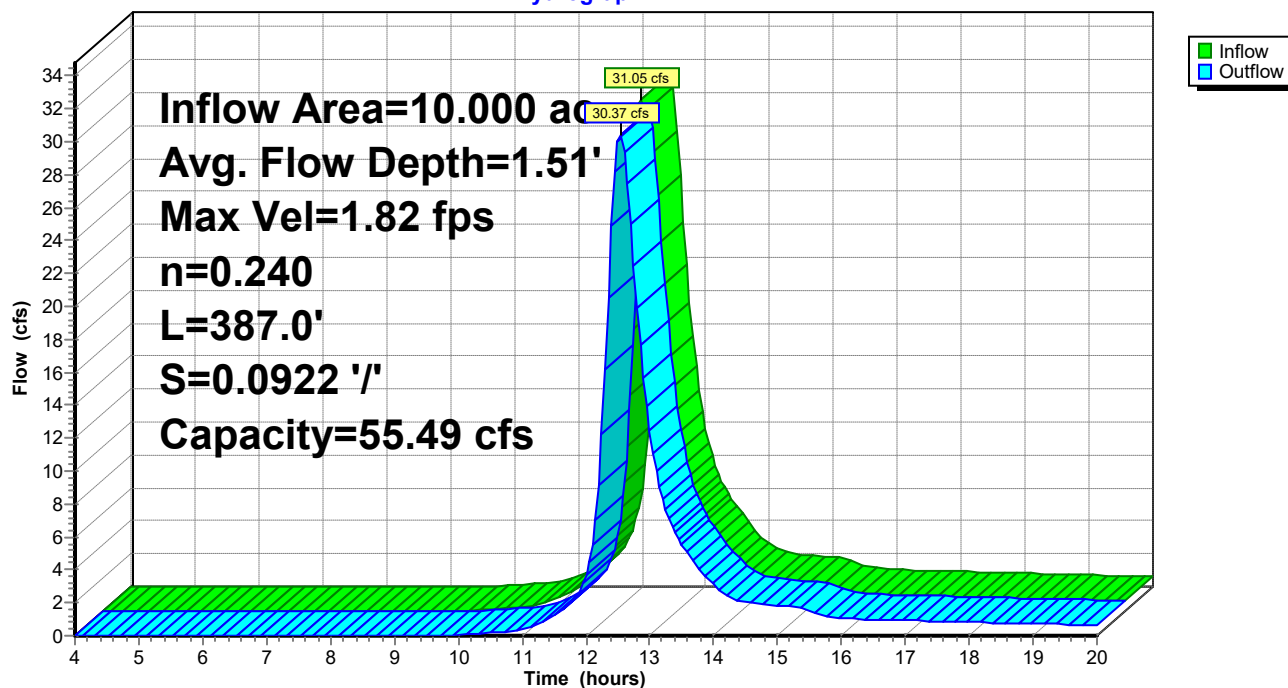
Length= 387.0' Slope= 0.0922 '/'

Inlet Invert= 931.67', Outlet Invert= 896.00'



Reach 6R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

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MSE 24-hr 3 100 yr Rainfall=6.22"

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Summary for Reach 7R: (new Reach)

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 3.32" for 100 yr event
Inflow = 4.76 cfs @ 12.30 hrs, Volume= 0.340 af
Outflow = 4.67 cfs @ 12.37 hrs, Volume= 0.339 af, Atten= 2%, Lag= 4.0 min

Routing by Stor-Ind+Trans method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Max. Velocity= 1.09 fps, Min. Travel Time= 2.2 min

Avg. Velocity= 0.37 fps, Avg. Travel Time= 6.5 min

Peak Storage= 627 cf @ 12.33 hrs

Average Depth at Peak Storage= 0.59'

Bank-Full Depth= 1.50' Flow Area= 16.5 sf, Capacity= 30.21 cfs

5.00' x 1.50' deep channel, n= 0.240

Side Slope Z-value= 4.0 '/' Top Width= 17.00'

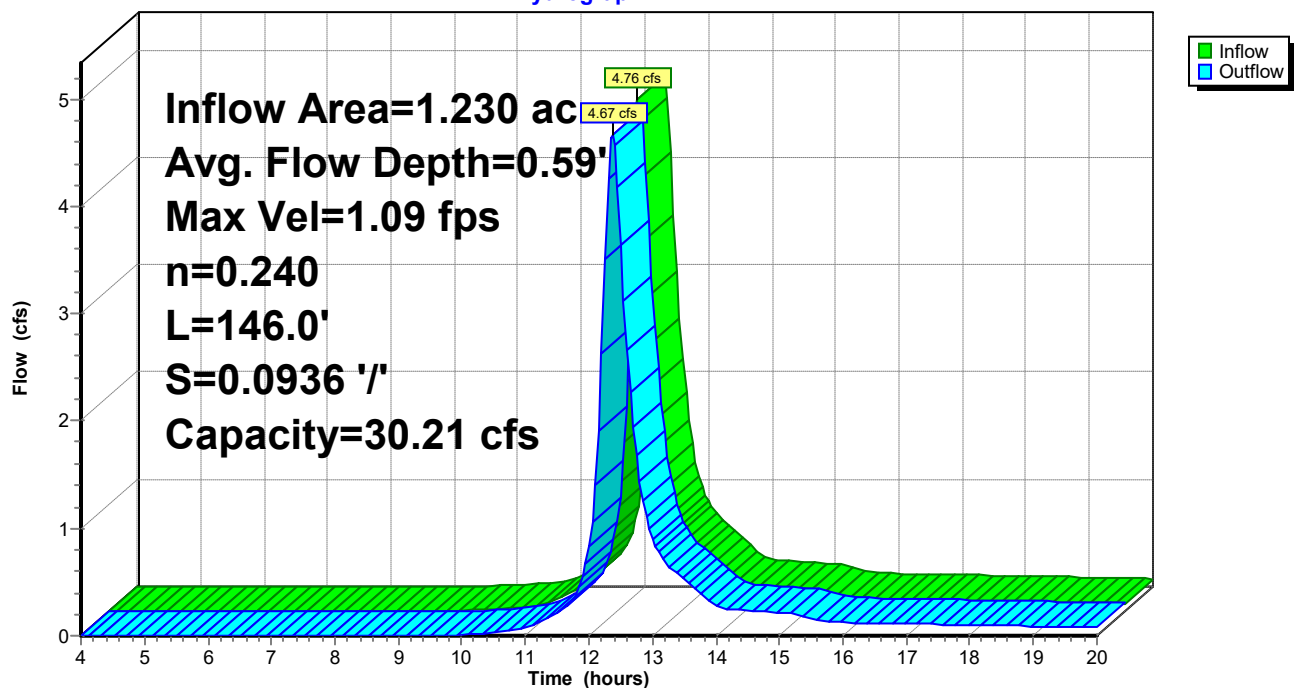
Length= 146.0' Slope= 0.0936 '/'

Inlet Invert= 901.44', Outlet Invert= 887.77'



Reach 7R: (new Reach)

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 100 yr Rainfall=6.22"

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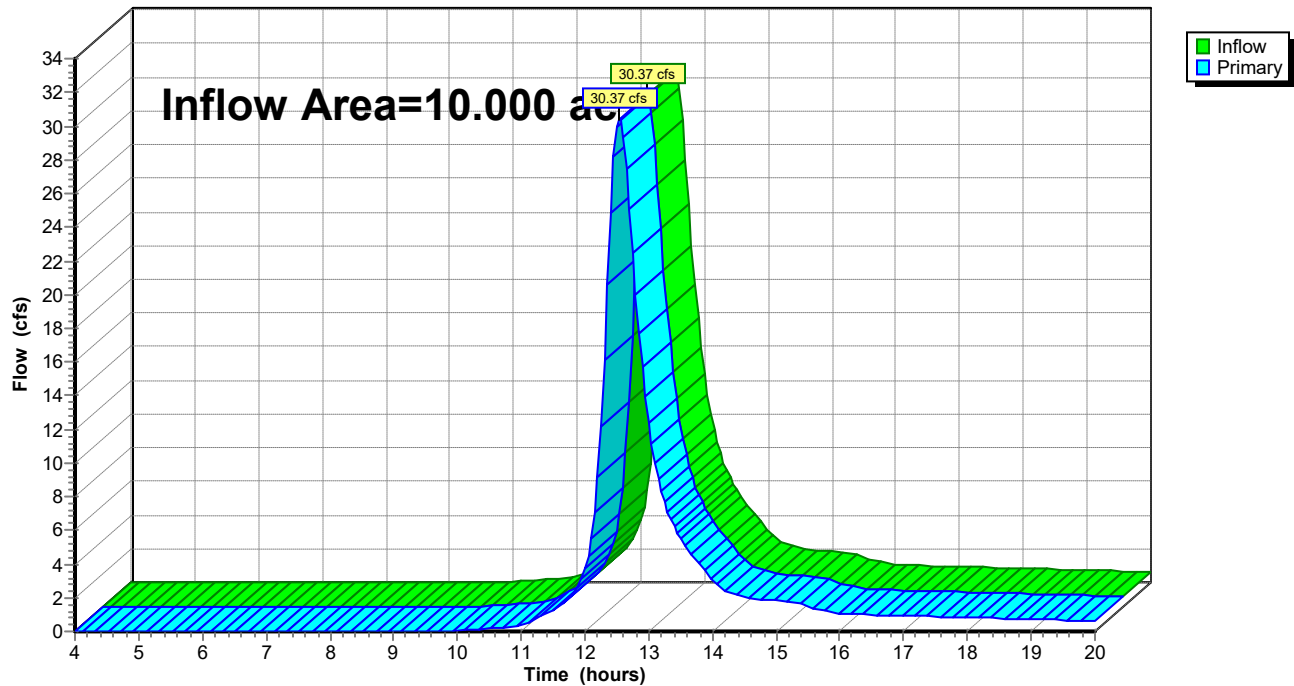
Summary for Link 8L: Center Out

Inflow Area = 10.000 ac, 38.00% Impervious, Inflow Depth > 3.29" for 100 yr event
Inflow = 30.37 cfs @ 12.54 hrs, Volume= 2.742 af
Primary = 30.37 cfs @ 12.54 hrs, Volume= 2.742 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link 8L: Center Out

Hydrograph



Preserve Overflow Routes 7-31-25

MSE 24-hr 3 100 yr Rainfall=6.22"

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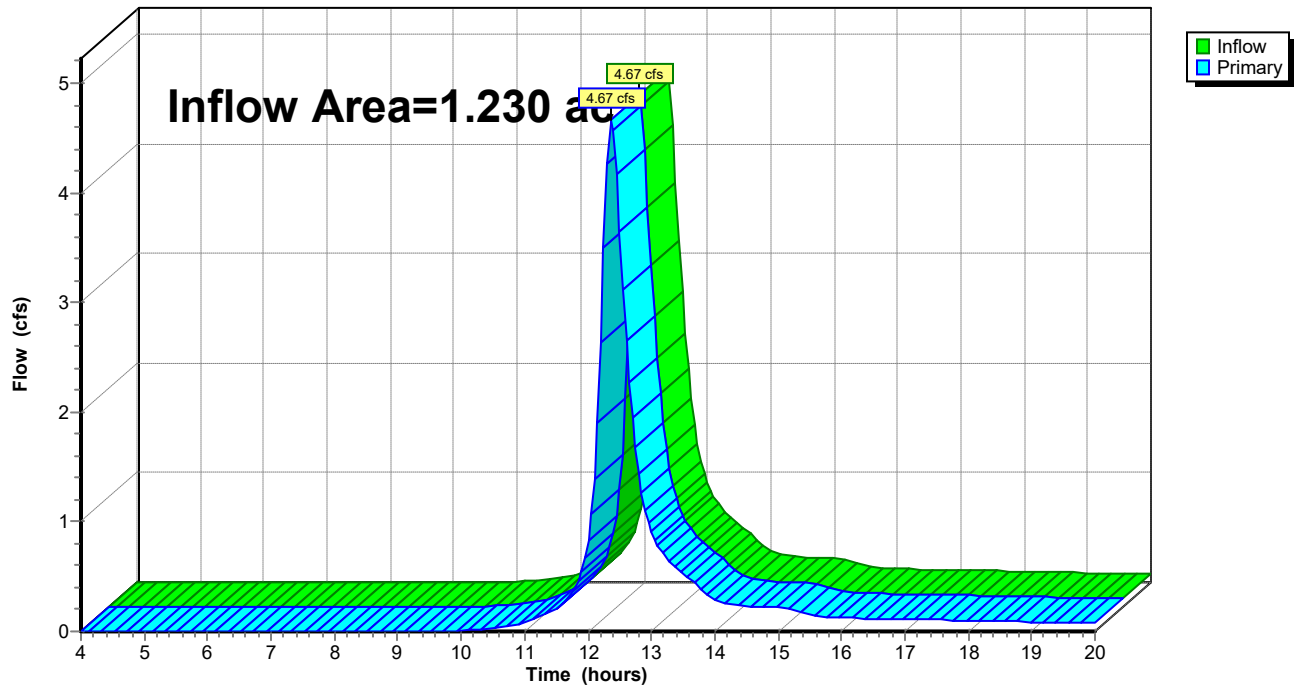
Summary for Link 9L: SE Out

Inflow Area = 1.230 ac, 38.00% Impervious, Inflow Depth > 3.30" for 100 yr event
Inflow = 4.67 cfs @ 12.37 hrs, Volume= 0.339 af
Primary = 4.67 cfs @ 12.37 hrs, Volume= 0.339 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

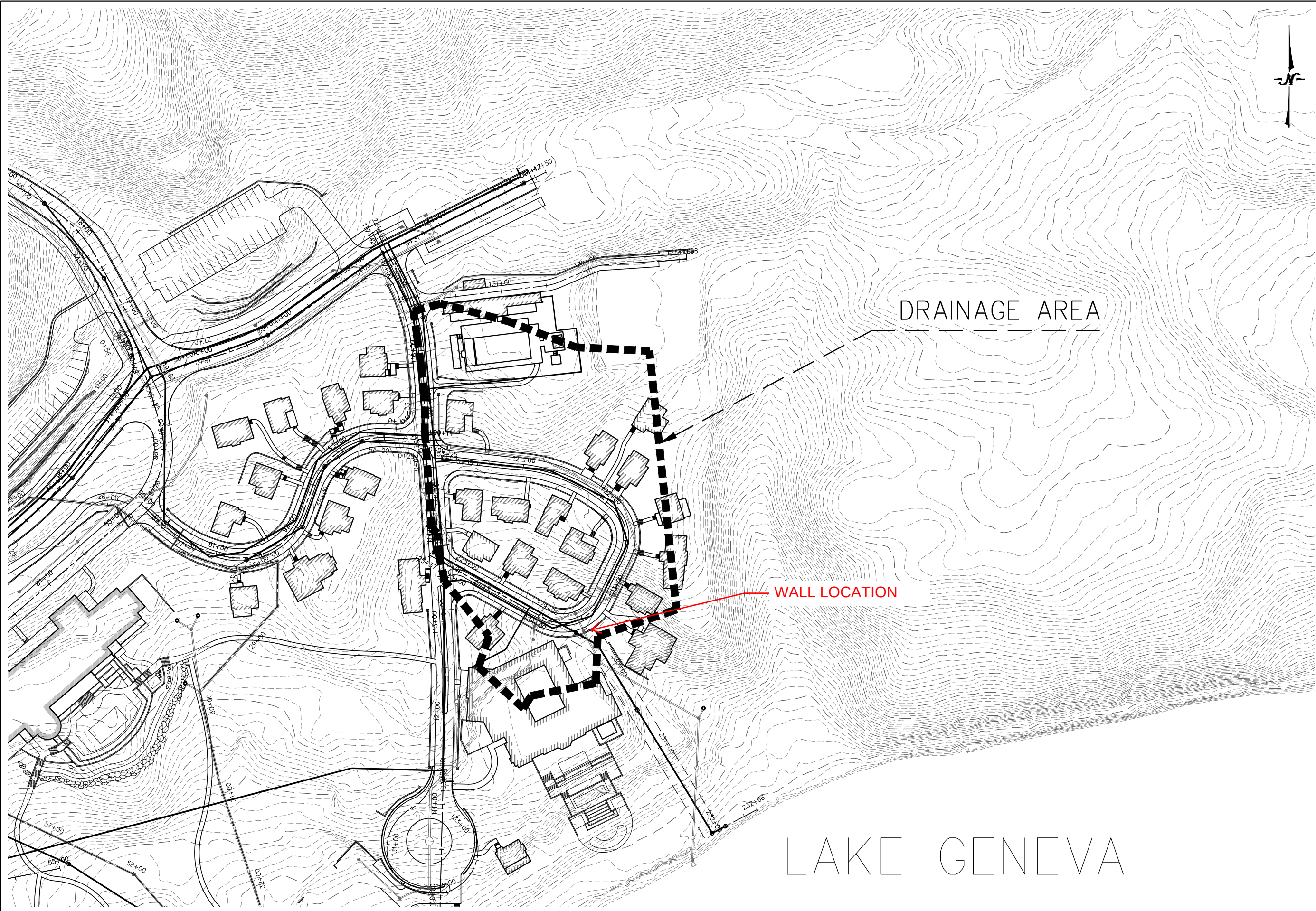
Link 9L: SE Out

Hydrograph



Appendix 12 PROPOSED ROAD C WALL





PROPOSED ROAD C WALL DRAINAGE AREA		
NO.	REVISIONS	BY DATE

ISSUED FOR REVIEW

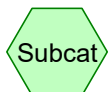
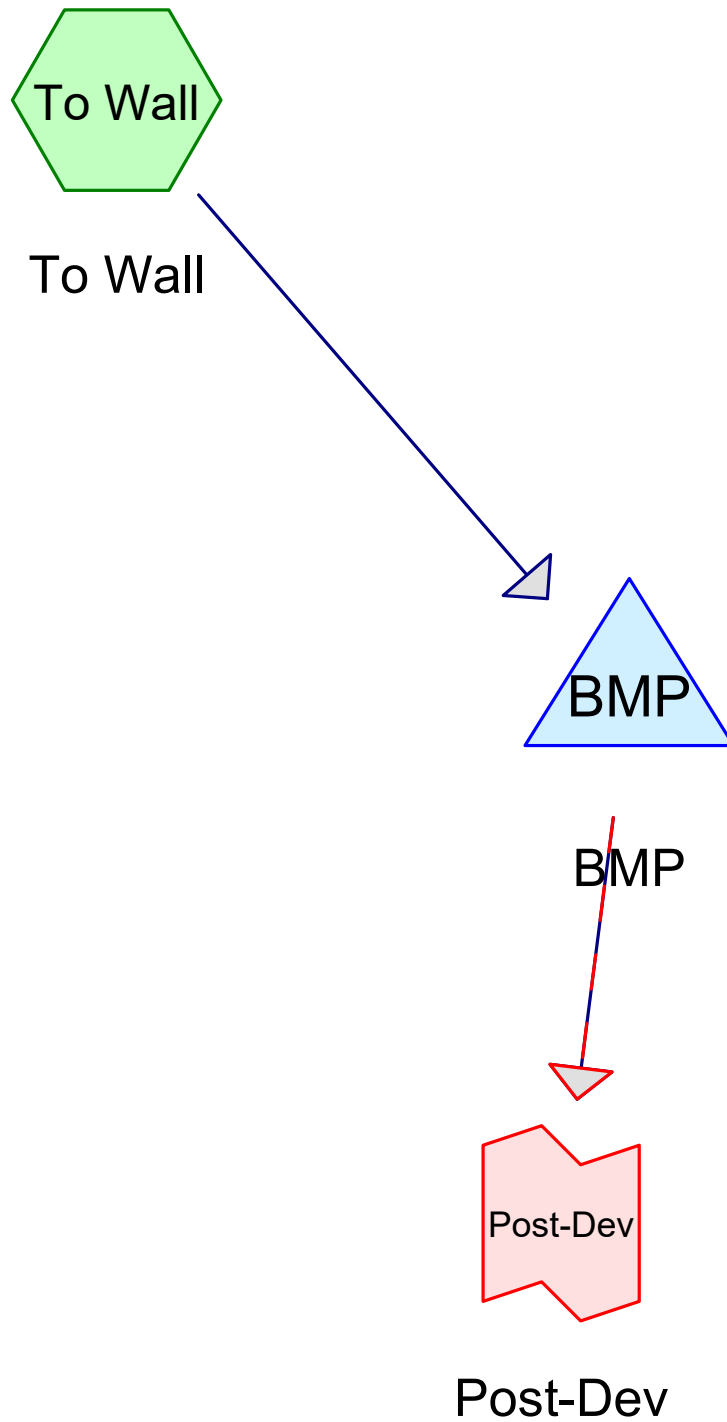
PLAN DATE 07.31.2025
DESIGNED BY RWK

0 50'
SCALE

PROJECT NO.
24-0005

SHEET NO.

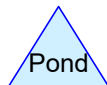
APPENDIX 12



Subcat



Reach



Pond



Link

Routing Diagram for 24.0005 Road C Wall 8-13-25
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24.0005 Road C Wall 8-13-25

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Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
1.040	61	>75% Grass cover, Good, HSG B (To Wall)
0.320	98	Paved roads w/curbs & sewers, HSG B (To Wall)
0.710	98	Roofs, HSG B (To Wall)
2.070	79	TOTAL AREA

24.0005 Road C Wall 8-13-25

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Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.000	HSG A	
2.070	HSG B	To Wall
0.000	HSG C	
0.000	HSG D	
0.000	Other	
2.070		TOTAL AREA

24.0005 Road C Wall 8-13-25

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Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	1.040	0.000	0.000	0.000	1.040	>75% Grass cover, Good	To Wa II
0.000	0.320	0.000	0.000	0.000	0.320	Paved roads w/curbs & sewers	To Wa II
0.000	0.710	0.000	0.000	0.000	0.710	Roofs	To Wa II
0.000	2.070	0.000	0.000	0.000	2.070	TOTAL AREA	

24.0005 Road C Wall 8-13-25*MSE 24-hr 3 1 yr Rainfall=2.46"*

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment To Wall: To Wall

Runoff Area=2.070 ac 49.76% Impervious Runoff Depth>0.77"

Tc=6.0 min CN=79 Runoff=2.98 cfs 0.132 af

Pond BMP: BMP

Peak Elev=1.04' Storage=0.074 af Inflow=2.98 cfs 0.132 af

Outflow=0.22 cfs 0.099 af

Link Post-Dev: Post-Dev

Inflow=0.22 cfs 0.099 af

Primary=0.22 cfs 0.099 af

Total Runoff Area = 2.070 ac Runoff Volume = 0.132 af Average Runoff Depth = 0.77"**50.24% Pervious = 1.040 ac 49.76% Impervious = 1.030 ac**

24.0005 Road C Wall 8-13-25

MSE 24-hr 3 1 yr Rainfall=2.46"

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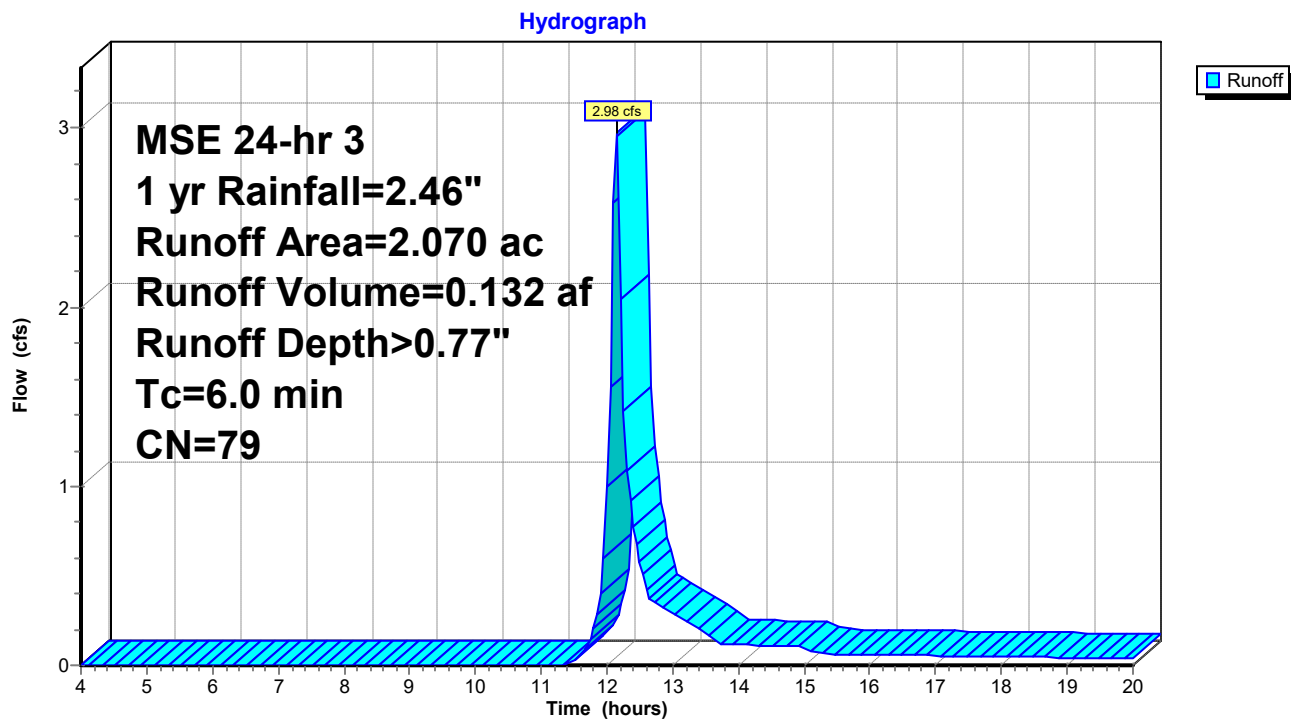
Summary for Subcatchment To Wall: To Wall

Runoff = 2.98 cfs @ 12.14 hrs, Volume= 0.132 af, Depth> 0.77"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 1 yr Rainfall=2.46"

Area (ac)	CN	Description
0.710	98	Roofs, HSG B
0.320	98	Paved roads w/curbs & sewers, HSG B
1.040	61	>75% Grass cover, Good, HSG B
2.070	79	Weighted Average
1.040		50.24% Pervious Area
1.030		49.76% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment To Wall: To Wall

24.0005 Road C Wall 8-13-25

MSE 24-hr 3 1 yr Rainfall=2.46"

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Summary for Pond BMP: BMP

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 0.77" for 1 yr event
 Inflow = 2.98 cfs @ 12.14 hrs, Volume= 0.132 af
 Outflow = 0.22 cfs @ 13.33 hrs, Volume= 0.099 af, Atten= 92%, Lag= 71.5 min
 Primary = 0.22 cfs @ 13.33 hrs, Volume= 0.099 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1.04' @ 13.33 hrs Surf.Area= 2.070 ac Storage= 0.074 af

Plug-Flow detention time= 184.6 min calculated for 0.099 af (75% of inflow)
 Center-of-Mass det. time= 127.8 min (928.7 - 800.9)

Volume	Invert	Avail.Storage	Storage Description
#1	1.00'	6.210 af	Custom Stage Data (Prismatic) Listed below (Recalc)

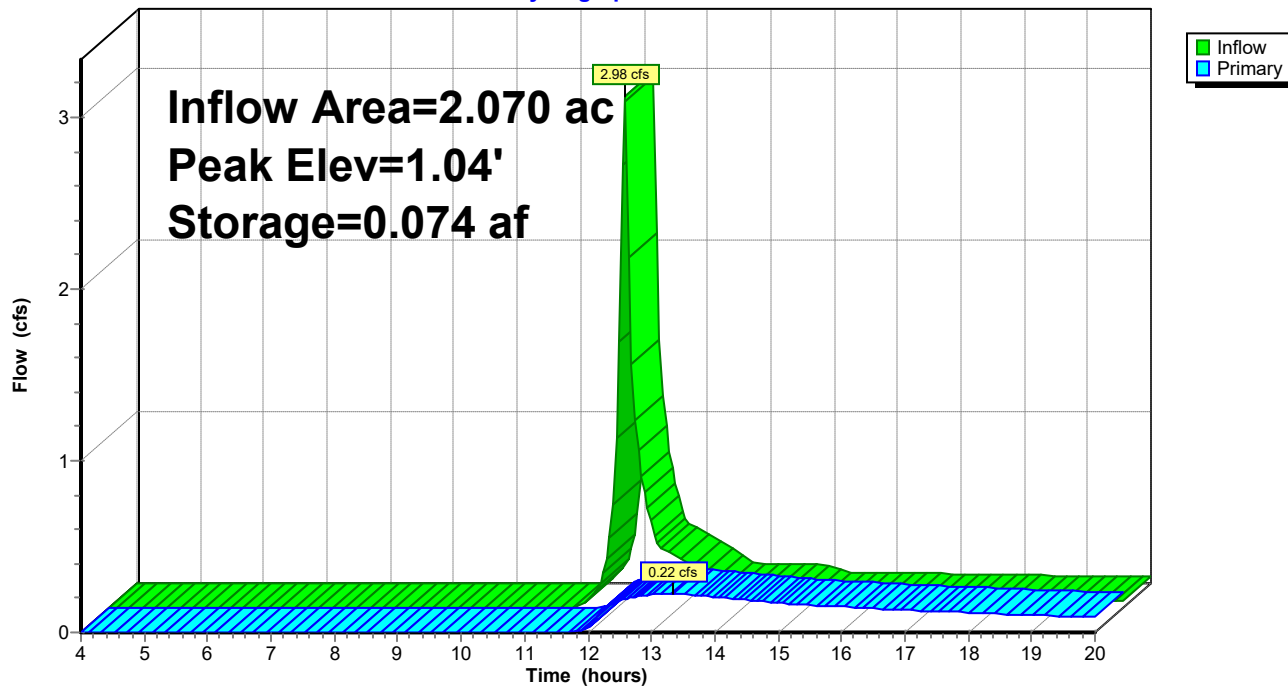
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1.00	2.070	0.000	0.000
2.00	2.070	2.070	2.070
3.00	2.070	2.070	4.140
4.00	2.070	2.070	6.210

Device	Routing	Invert	Outlet Devices
#1	Primary	1.00'	120.0" W x 8.0" H Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=0.22 cfs @ 13.33 hrs HW=1.04' (Free Discharge)
 ↑ **1=Orifice/Grate** (Orifice Controls 0.22 cfs @ 0.61 fps)

Pond BMP: BMP

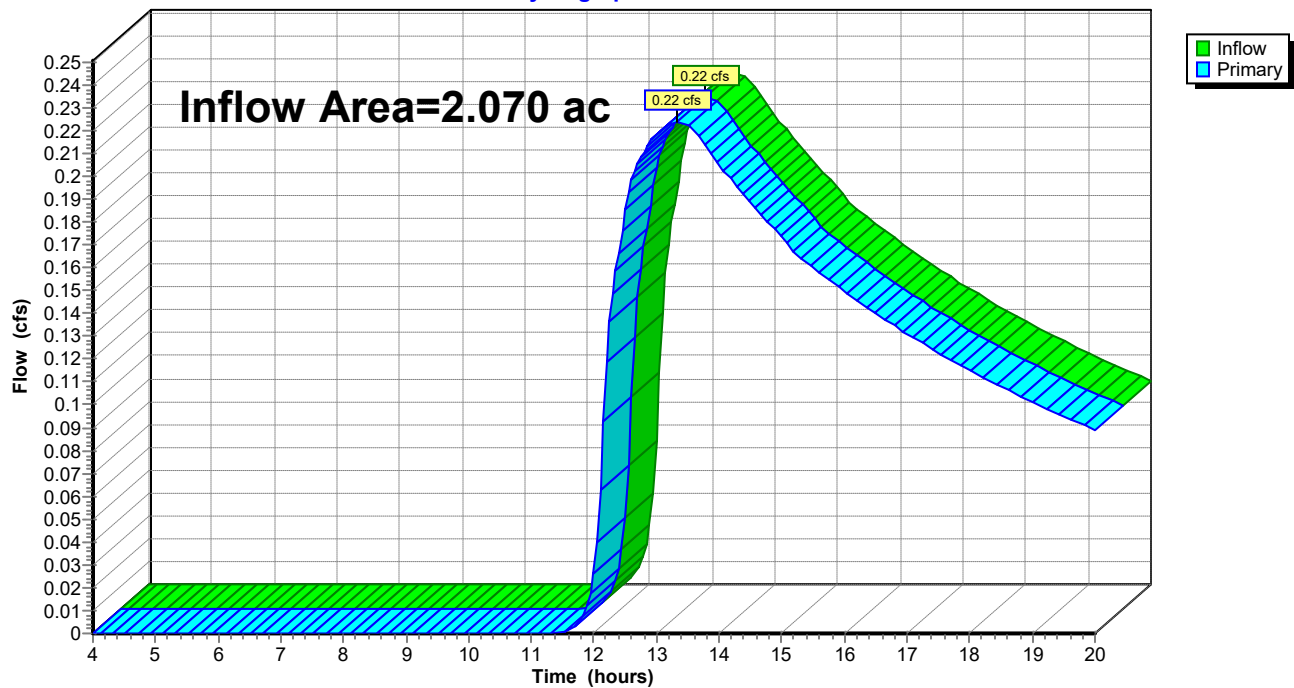
Hydrograph



Summary for Link Post-Dev: Post-Dev

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 0.58" for 1 yr event
Inflow = 0.22 cfs @ 13.33 hrs, Volume= 0.099 af
Primary = 0.22 cfs @ 13.33 hrs, Volume= 0.099 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: Post-Dev**Hydrograph**

24.0005 Road C Wall 8-13-25*MSE 24-hr 3 2 yr Rainfall=2.80"*

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment To Wall: To Wall

Runoff Area=2.070 ac 49.76% Impervious Runoff Depth>0.99"

Tc=6.0 min CN=79 Runoff=3.87 cfs 0.171 af

Pond BMP: BMP

Peak Elev=1.05' Storage=0.094 af Inflow=3.87 cfs 0.171 af

Outflow=0.32 cfs 0.132 af

Link Post-Dev: Post-Dev

Inflow=0.32 cfs 0.132 af

Primary=0.32 cfs 0.132 af

Total Runoff Area = 2.070 ac Runoff Volume = 0.171 af Average Runoff Depth = 0.99"**50.24% Pervious = 1.040 ac 49.76% Impervious = 1.030 ac**

24.0005 Road C Wall 8-13-25

MSE 24-hr 3 2 yr Rainfall=2.80"

Prepared by {enter your company name here}

Printed 8/14/2025

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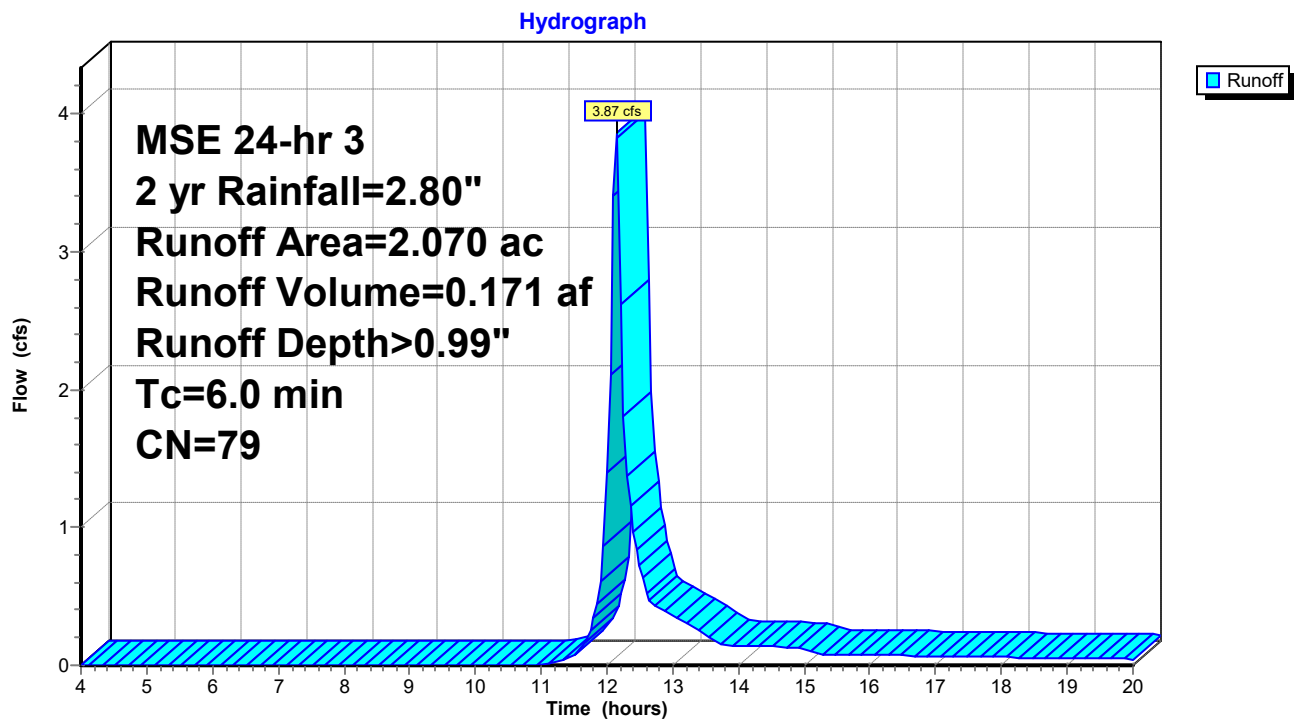
Summary for Subcatchment To Wall: To Wall

Runoff = 3.87 cfs @ 12.14 hrs, Volume= 0.171 af, Depth> 0.99"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 2 yr Rainfall=2.80"

Area (ac)	CN	Description
0.710	98	Roofs, HSG B
0.320	98	Paved roads w/curbs & sewers, HSG B
1.040	61	>75% Grass cover, Good, HSG B
2.070	79	Weighted Average
1.040		50.24% Pervious Area
1.030		49.76% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment To Wall: To Wall

24.0005 Road C Wall 8-13-25

MSE 24-hr 3 2 yr Rainfall=2.80"

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Summary for Pond BMP: BMP

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 0.99" for 2 yr event
 Inflow = 3.87 cfs @ 12.14 hrs, Volume= 0.171 af
 Outflow = 0.32 cfs @ 13.15 hrs, Volume= 0.132 af, Atten= 92%, Lag= 61.0 min
 Primary = 0.32 cfs @ 13.15 hrs, Volume= 0.132 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1.05' @ 13.15 hrs Surf.Area= 2.070 ac Storage= 0.094 af

Plug-Flow detention time= 173.7 min calculated for 0.131 af (77% of inflow)
 Center-of-Mass det. time= 120.4 min (916.9 - 796.5)

Volume	Invert	Avail.Storage	Storage Description
#1	1.00'	6.210 af	Custom Stage Data (Prismatic) Listed below (Recalc)

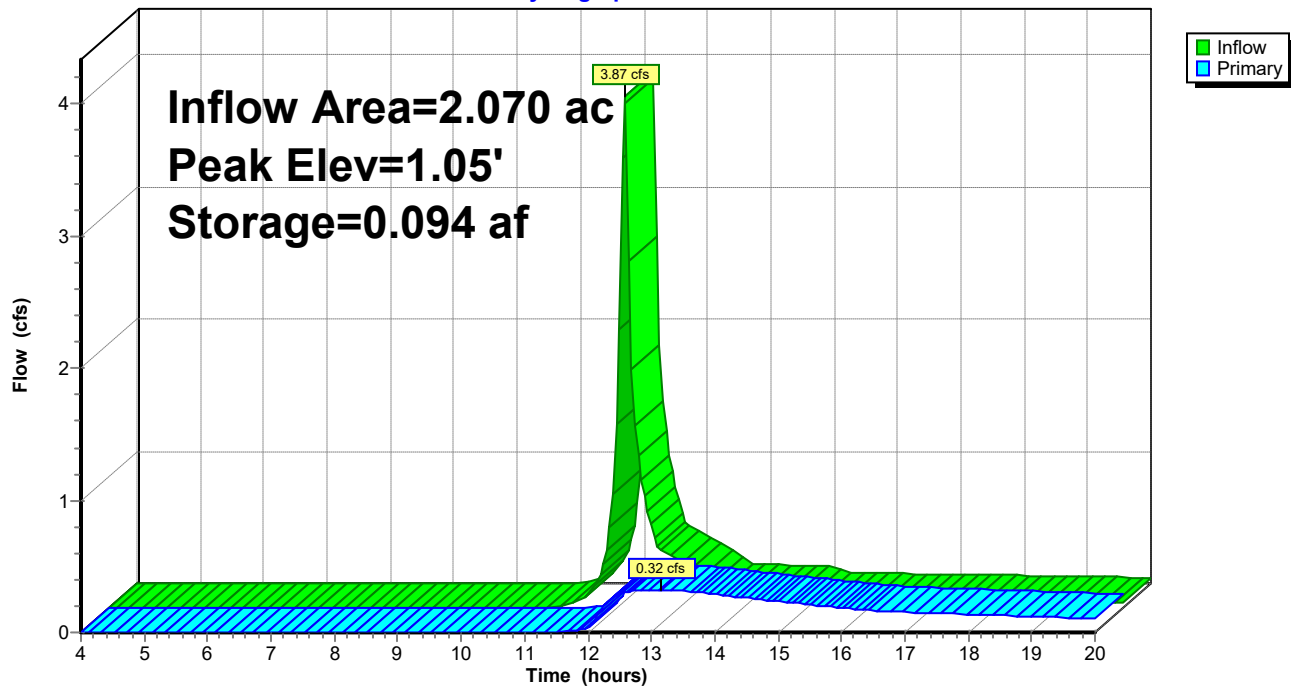
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1.00	2.070	0.000	0.000
2.00	2.070	2.070	2.070
3.00	2.070	2.070	4.140
4.00	2.070	2.070	6.210

Device	Routing	Invert	Outlet Devices
#1	Primary	1.00'	120.0" W x 8.0" H Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=0.31 cfs @ 13.15 hrs HW=1.05' (Free Discharge)
 ↑ **1=Orifice/Grate** (Orifice Controls 0.31 cfs @ 0.68 fps)

Pond BMP: BMP

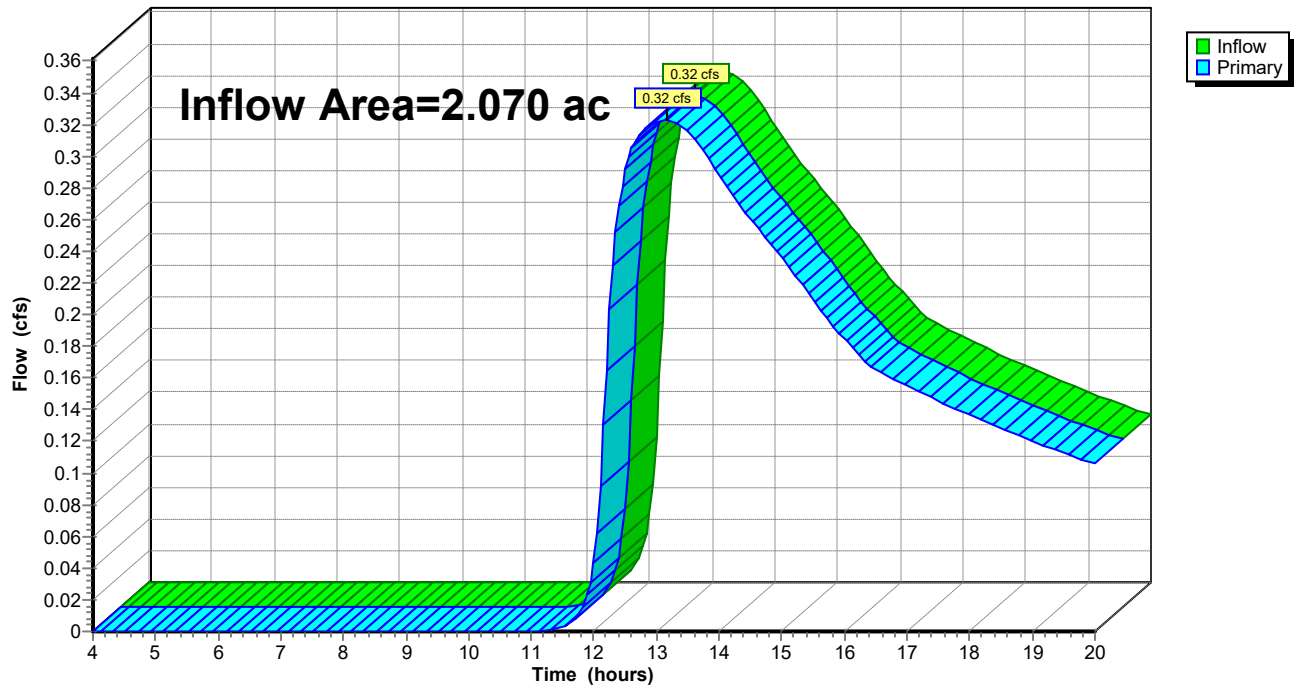
Hydrograph



Summary for Link Post-Dev: Post-Dev

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 0.76" for 2 yr event
Inflow = 0.32 cfs @ 13.15 hrs, Volume= 0.132 af
Primary = 0.32 cfs @ 13.15 hrs, Volume= 0.132 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: Post-Dev**Hydrograph**

24.0005 Road C Wall 8-13-25*MSE 24-hr 3 10 yr Rainfall=3.97"*

Prepared by {enter your company name here}

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment To Wall: To Wall

Runoff Area=2.070 ac 49.76% Impervious Runoff Depth>1.85"

Tc=6.0 min CN=79 Runoff=7.20 cfs 0.320 af

Pond BMP: BMP

Peak Elev=1.08' Storage=0.173 af Inflow=7.20 cfs 0.320 af

Outflow=0.78 cfs 0.264 af

Link Post-Dev: Post-Dev

Inflow=0.78 cfs 0.264 af

Primary=0.78 cfs 0.264 af

Total Runoff Area = 2.070 ac Runoff Volume = 0.320 af Average Runoff Depth = 1.85"**50.24% Pervious = 1.040 ac 49.76% Impervious = 1.030 ac**

24.0005 Road C Wall 8-13-25

MSE 24-hr 3 10 yr Rainfall=3.97"

Prepared by {enter your company name here}

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Summary for Subcatchment To Wall: To Wall

Runoff = 7.20 cfs @ 12.13 hrs, Volume= 0.320 af, Depth> 1.85"

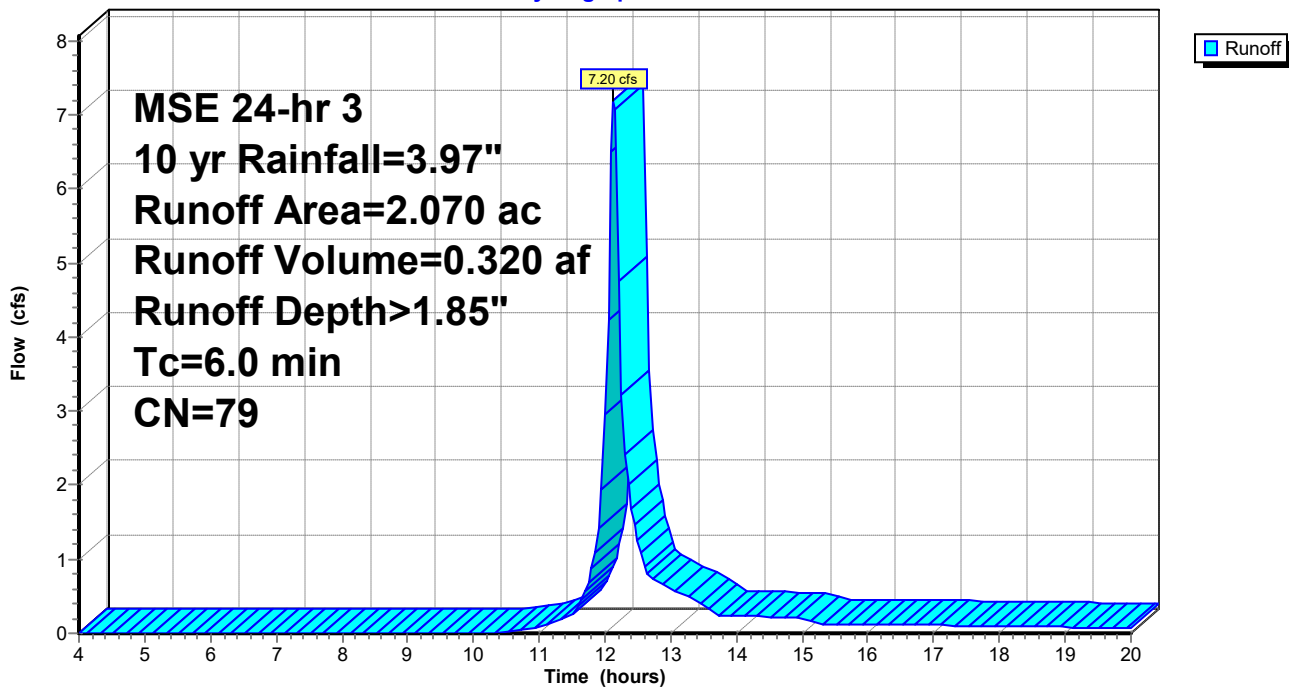
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 10 yr Rainfall=3.97"

Area (ac)	CN	Description
0.710	98	Roofs, HSG B
0.320	98	Paved roads w/curbs & sewers, HSG B
1.040	61	>75% Grass cover, Good, HSG B
2.070	79	Weighted Average
1.040		50.24% Pervious Area
1.030		49.76% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment To Wall: To Wall

Hydrograph



24.0005 Road C Wall 8-13-25

MSE 24-hr 3 10 yr Rainfall=3.97"

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Summary for Pond BMP: BMP

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 1.85" for 10 yr event
 Inflow = 7.20 cfs @ 12.13 hrs, Volume= 0.320 af
 Outflow = 0.78 cfs @ 12.67 hrs, Volume= 0.264 af, Atten= 89%, Lag= 32.1 min
 Primary = 0.78 cfs @ 12.67 hrs, Volume= 0.264 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1.08' @ 12.67 hrs Surf.Area= 2.070 ac Storage= 0.173 af

Plug-Flow detention time= 151.0 min calculated for 0.263 af (82% of inflow)
 Center-of-Mass det. time= 106.8 min (892.9 - 786.2)

Volume	Invert	Avail.Storage	Storage Description
#1	1.00'	6.210 af	Custom Stage Data (Prismatic) Listed below (Recalc)

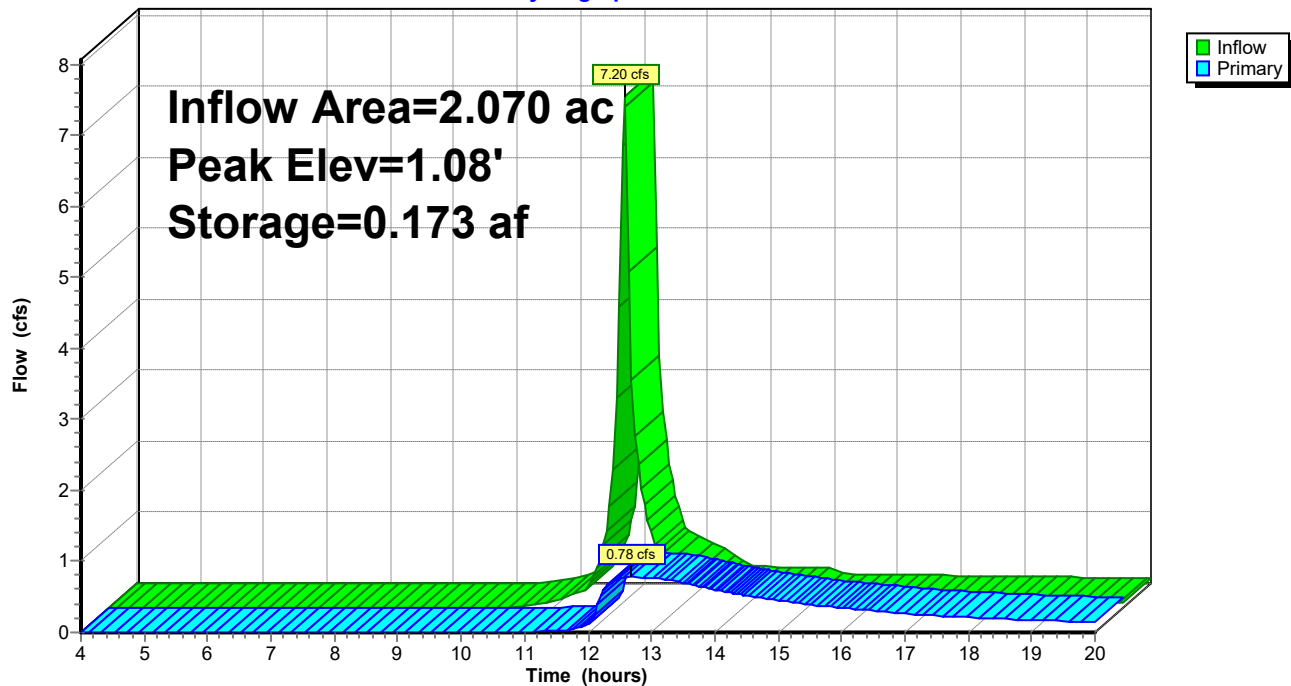
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1.00	2.070	0.000	0.000
2.00	2.070	2.070	2.070
3.00	2.070	2.070	4.140
4.00	2.070	2.070	6.210

Device	Routing	Invert	Outlet Devices
#1	Primary	1.00'	120.0" W x 8.0" H Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=0.77 cfs @ 12.67 hrs HW=1.08' (Free Discharge)
 ↑ **1=Orifice/Grate** (Orifice Controls 0.77 cfs @ 0.93 fps)

Pond BMP: BMP

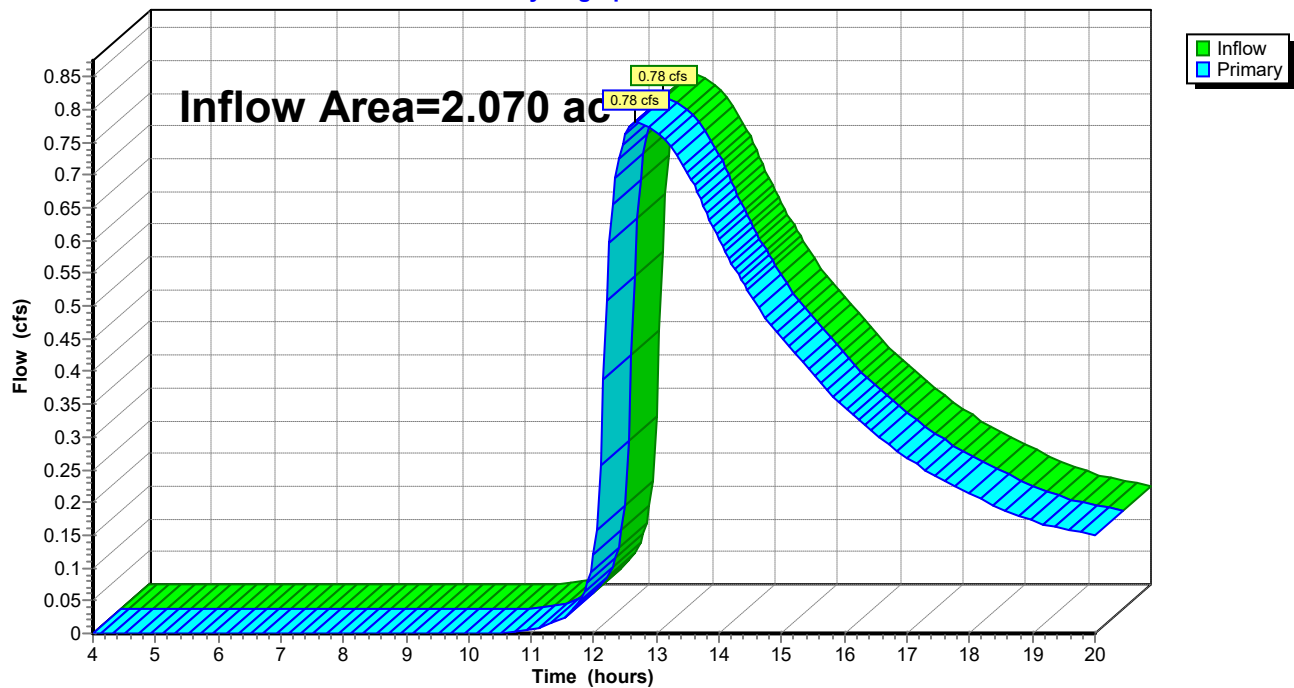
Hydrograph



Summary for Link Post-Dev: Post-Dev

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 1.53" for 10 yr event
Inflow = 0.78 cfs @ 12.67 hrs, Volume= 0.264 af
Primary = 0.78 cfs @ 12.67 hrs, Volume= 0.264 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: Post-Dev**Hydrograph**

24.0005 Road C Wall 8-13-25*MSE 24-hr 3 100 yr Rainfall=6.22"*

Prepared by {enter your company name here}

Printed 8/14/2025

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Time span=4.00-20.00 hrs, dt=0.05 hrs, 321 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment To Wall: To Wall

Runoff Area=2.070 ac 49.76% Impervious Runoff Depth>3.73"

Tc=6.0 min CN=79 Runoff=14.12 cfs 0.643 af

Pond BMP: BMP

Peak Elev=1.16' Storage=0.340 af Inflow=14.12 cfs 0.643 af

Outflow=2.15 cfs 0.567 af

Link Post-Dev: Post-Dev

Inflow=2.15 cfs 0.567 af

Primary=2.15 cfs 0.567 af

Total Runoff Area = 2.070 ac Runoff Volume = 0.643 af Average Runoff Depth = 3.73"**50.24% Pervious = 1.040 ac 49.76% Impervious = 1.030 ac**

24.0005 Road C Wall 8-13-25

MSE 24-hr 3 100 yr Rainfall=6.22"

Prepared by {enter your company name here}

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Summary for Subcatchment To Wall: To Wall

Runoff = 14.12 cfs @ 12.13 hrs, Volume= 0.643 af, Depth> 3.73"

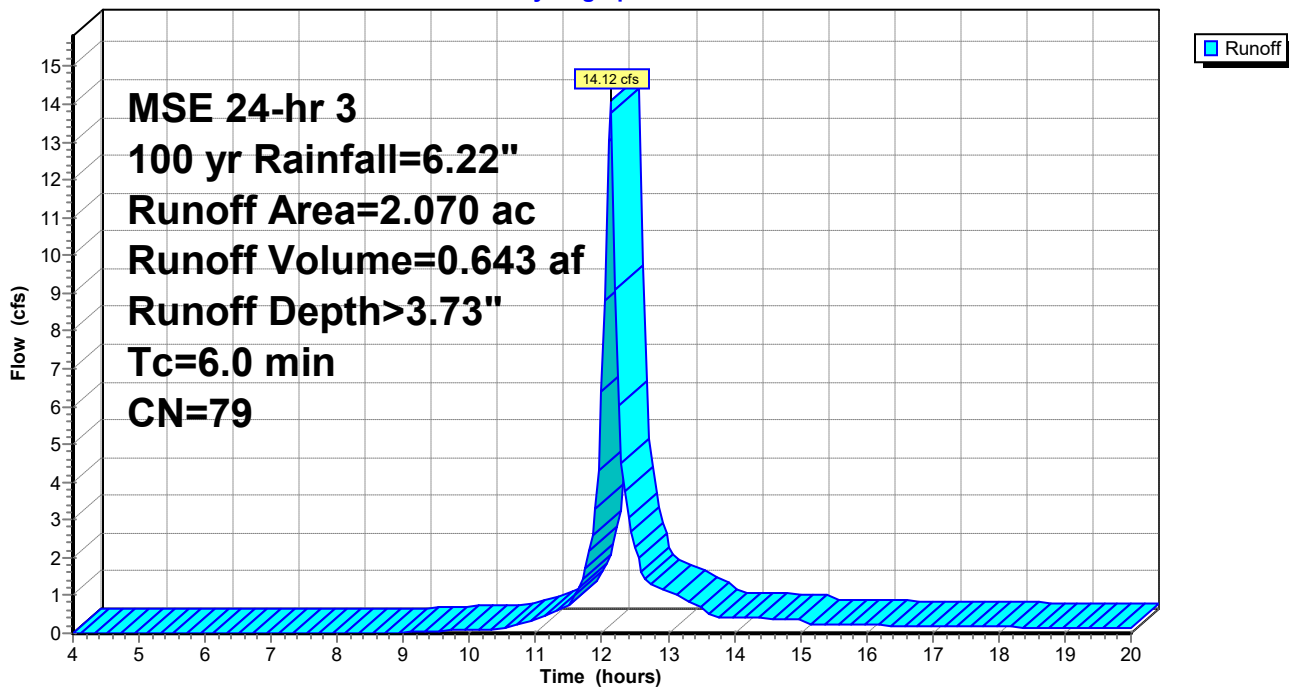
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
MSE 24-hr 3 100 yr Rainfall=6.22"

Area (ac)	CN	Description
0.710	98	Roofs, HSG B
0.320	98	Paved roads w/curbs & sewers, HSG B
1.040	61	>75% Grass cover, Good, HSG B
2.070	79	Weighted Average
1.040		50.24% Pervious Area
1.030		49.76% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Direct Entry

Subcatchment To Wall: To Wall

Hydrograph



24.0005 Road C Wall 8-13-25

MSE 24-hr 3 100 yr Rainfall=6.22"

Prepared by {enter your company name here}

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Summary for Pond BMP: BMP

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 3.73" for 100 yr event
 Inflow = 14.12 cfs @ 12.13 hrs, Volume= 0.643 af
 Outflow = 2.15 cfs @ 12.52 hrs, Volume= 0.567 af, Atten= 85%, Lag= 23.5 min
 Primary = 2.15 cfs @ 12.52 hrs, Volume= 0.567 af

Routing by Stor-Ind method, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 1.16' @ 12.52 hrs Surf.Area= 2.070 ac Storage= 0.340 af

Plug-Flow detention time= 127.9 min calculated for 0.565 af (88% of inflow)
 Center-of-Mass det. time= 93.8 min (868.5 - 774.7)

Volume	Invert	Avail.Storage	Storage Description
#1	1.00'	6.210 af	Custom Stage Data (Prismatic) Listed below (Recalc)

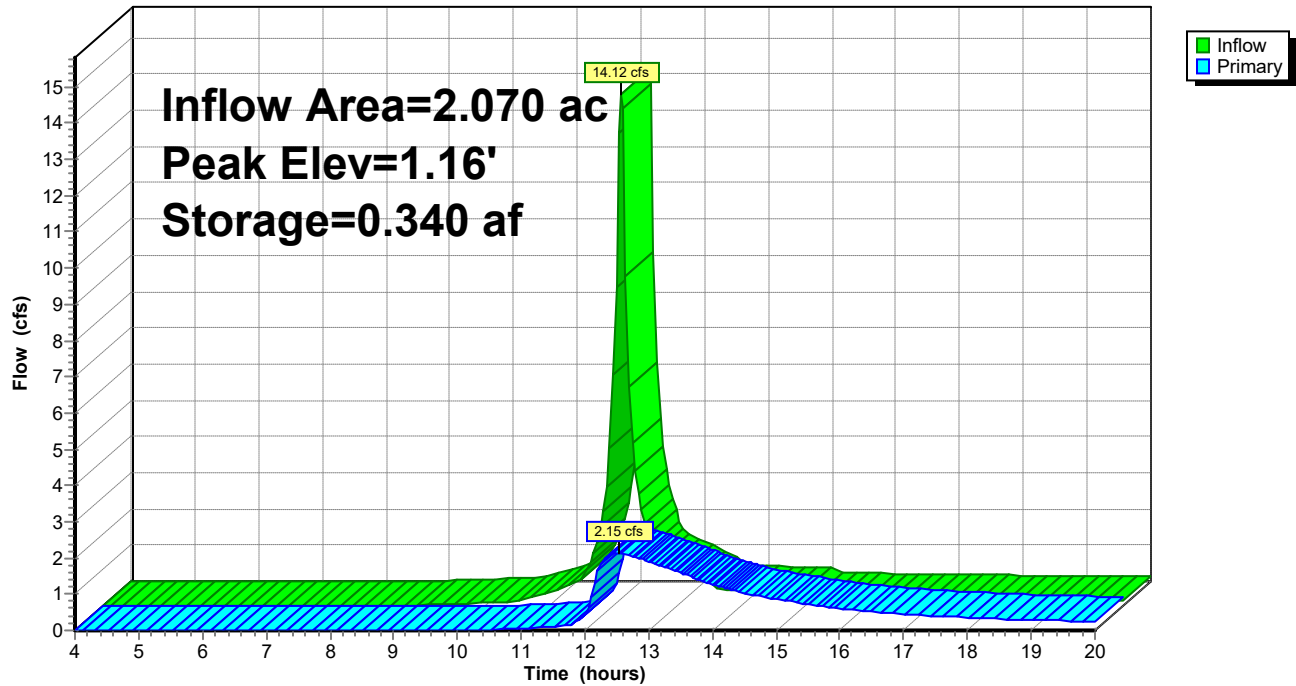
Elevation (feet)	Surf.Area (acres)	Inc.Store (acre-feet)	Cum.Store (acre-feet)
1.00	2.070	0.000	0.000
2.00	2.070	2.070	2.070
3.00	2.070	2.070	4.140
4.00	2.070	2.070	6.210

Device	Routing	Invert	Outlet Devices
#1	Primary	1.00'	120.0" W x 8.0" H Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=2.14 cfs @ 12.52 hrs HW=1.16' (Free Discharge)
 ↑ **1=Orifice/Grate** (Orifice Controls 2.14 cfs @ 1.30 fps)

Pond BMP: BMP

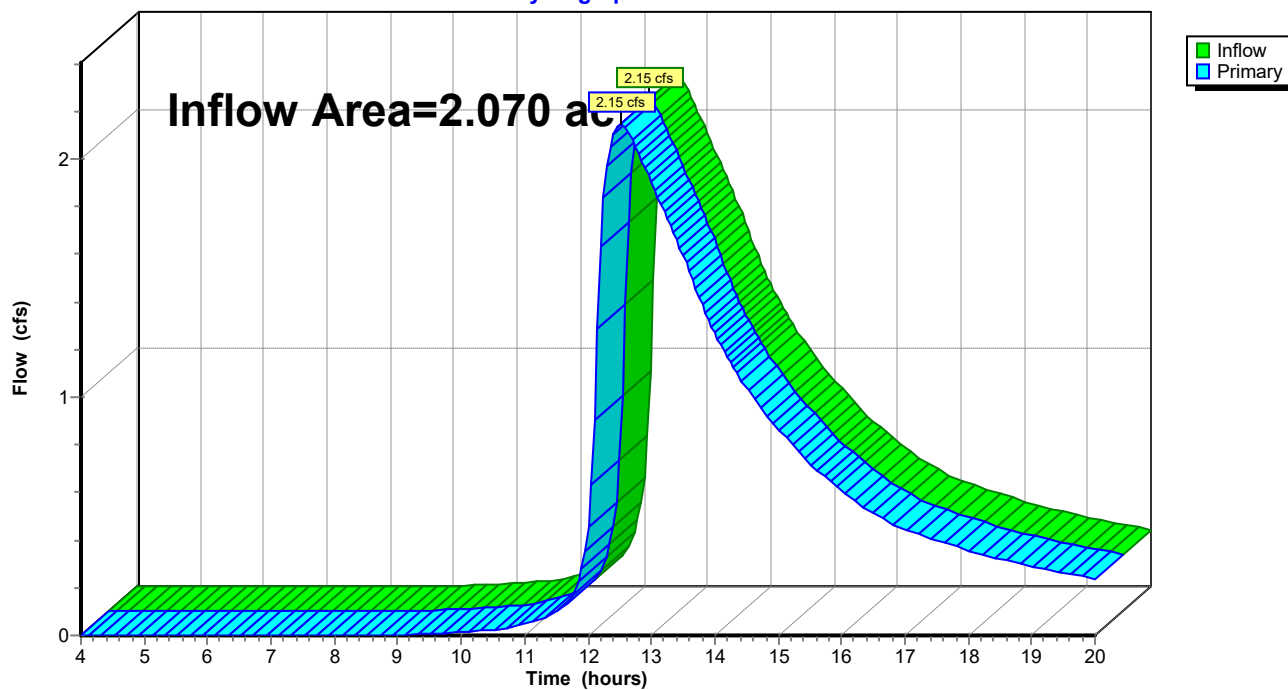
Hydrograph



Summary for Link Post-Dev: Post-Dev

Inflow Area = 2.070 ac, 49.76% Impervious, Inflow Depth > 3.28" for 100 yr event
Inflow = 2.15 cfs @ 12.52 hrs, Volume= 0.567 af
Primary = 2.15 cfs @ 12.52 hrs, Volume= 0.567 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 4.00-20.00 hrs, dt= 0.05 hrs

Link Post-Dev: Post-Dev**Hydrograph**

DECLARATION OF UTILITY EASEMENT

This Declaration of Utility Easement (the "Easement Declaration") is granted by Williams Bay Property Company LLC, a Delaware limited liability company, (the "Owner") to the Village of Williams Bay (the "Utility").

RECITALS:

A. The Owner is the fee holder of certain real property in the Village of Williams Bay, County of Walworth, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "Owner's Parcel").

B. The Utility has requested that the Owner grant a permanent easement (the "Utility Easement") over certain portions of the Owner's Parcel, as such portions are depicted and described on the attached and incorporated Exhibit B (the "Utility Easement Area").

UTILITY EASEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Grant of Utility Easement. The Owner grants to the Utility, and its licensees, a perpetual easement and right-of-way to construct, reconstruct, maintain, operate, supplement, and remove water mains, sanitary sewer lines, pipes, and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over the Utility Easement Area as depicted in the Easement Exhibit, which is attached hereto and made part of this grant at Exhibit C. All improvements shall be located below grade.

2. Indemnification. The Utility shall indemnify the Owner from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Easement Declaration may be suffered or sustained by any person or entity in connection with the Utility's activities conducted on the Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Owner or its agents or employees.

3. Consistent Uses Allowed. The Owner reserves the right to use the Easement for purposes that will not interfere with the Utility's full enjoyment of the Easement rights granted in this Easement Declaration.

4. Restoration of Surface. The Utility shall restore the surface disturbed by any construction or maintenance of any equipment located within the Easement to its condition before the disturbance.

5. Covenants Run with Land. All terms and conditions in this Easement Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owner and the Utility and their respective successors and assigns. The Owner and any of its successors or assigns as fee simple owner of the Owner's Parcel shall cease to have any liability under this Declaration of Easement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Owner's Parcel.

6. Non-Use. Non-use or limited use of the Easement rights granted in this Easement Declaration shall not prevent the benefiting party from later use of the Easement rights to the fullest extent authorized in this Easement Declaration.

7. Governing Law. This Easement Declaration shall be construed and enforced in accordance with the laws of the State of Wisconsin.

8. Entire Agreement. This Easement Declaration sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement Declaration and duly recorded in the office of the Register of Deeds of Walworth County, Wisconsin.

9. Notices. All notices to either party to this Easement Declaration shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

10. Invalidity. If any term or condition of this Easement Declaration, or the application of this Easement Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Easement Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Easement Declaration shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Easement Declaration.

12. Enforcement. Enforcement of this Easement Declaration may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement Declaration, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement Declaration, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

(Signatures on Following Pages)

Dated this _____ day of _____, 2026.

Owner:
Williams Bay Property Company LLC

By: _____
William Krehbiel, CEO

Acknowledgment

State of Illinois)
) ss:
County of _____)

This instrument was acknowledged before me on _____, 2026 by William Krehbiel of the Williams Bay Property Company LLC.

Notary Public, State of Illinois
My commission expires _____

Dated this _____ day of _____, 2026.

Utility:
Village of Williams Bay

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Acknowledgment

State of Wisconsin)
) ss:
County of Walworth)

 This instrument was acknowledged before me on _____, 2026 by _____
_____ and _____.

Notary Public, State of Wisconsin
My commission expires _____

Consent of Mortgagee

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated this _____ day of _____, 2026.

Name: _____
Title: _____

Acknowledgment

State of _____)
County of _____) ss:

This instrument was acknowledged before me on _____, 2026 by _____.

Notary Public, State of _____
My commission expires _____

EXHIBIT A

Legal Description of Owner's Property

[Insert Final Description of the Owner's Parcel.]

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION,
VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF
CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE
OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT
NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST
1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/ SUBDIVIDER:
WILLIAMS BAY PROPERTY CO, LLC
111S Wacker Dr Suite 4960
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - 4 LOT CSM

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A LOCATED IN
BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN
GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998,
RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN
WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4,
SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE
NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, NOW BEING BOUND AND DESCRIBED AS
FOLLOWS:

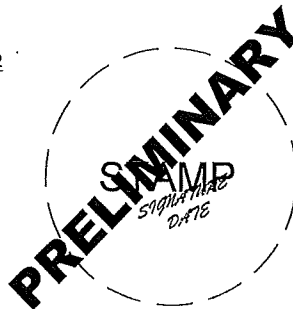
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 1; THENCE
NORTH 88°39'52" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION,
25.00 FEET TO THE EAST RIGHT OF WAY OF NORTH LAKESHORE DRIVE AND THE POINT OF
BEGINNING.

THENCE NORTH 0°33'02" WEST, ALONG SAID EAST LINE, 2612.16 FEET; THENCE NORTH
42°53'27" EAST, 21.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST GENEVA STREET;
THENCE NORTH 87°14'37" EAST ALONG SAID SOUTH LINE, 170.37 FEET TO THE NORTHWEST
CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1198; THENCE SOUTH 00°30'25" EAST, 252.00
FEET; THENCE SOUTH 43°39'25" EAST, 66.58 FEET; THENCE SOUTH 70°44'38" EAST, 79.82 FEET;
THENCE NORTH 00°29'43" WEST, 30.02 FEET; THENCE NORTH 87°10'47" EAST, 15.01 FEET;
THENCE SOUTH 00°29'43" EAST, 351.76 FEET; THENCE NORTH 87°20'12" EAST, 360.01 FEET;
THENCE SOUTH 00°29'43" EAST, 590.75 FEET; THENCE SOUTH 87°12'17" WEST, 15.00 FEET;
THENCE SOUTH 00°29'43" EAST ALONG THE WEST LINE OF LOT 1 OF CERTIFIED SURVEY MAP
NO. 5185, 630.01 FEET; THENCE SOUTH 87°13'55" WEST ALONG THE NORTH LINE OF GRAND
AVENUE EXTENDED, 223.97 FEET; THENCE SOUTH 00°31'05" EAST ALONG THE WEST LINE OF
LOT 1 OF CERTIFIED SURVEY MAP NO. 4938 EXTENDED, 156.15 FEET; THENCE NORTH 87°13'55"
EAST, ALONG SAID LOT 1, 14.00 FEET; THENCE SOUTH 00°31'05" EAST, ALONG SAID LOT 1,
162.45 FEET TO THE NORTH LINE OF RAVINIA ROAD; THENCE 332.82 FEET ALONG AN ARC,
BEING THE BOUNDARY BETWEEN SAID LOT 1 AND RAVINIA ROAD, WITH A RADIUS POINT TO
THE SOUTHWEST, A RADIUS OF 400.00 FEET, AND A CHORD BEARING SOUTH 67°30'16" EAST,
323.30 FEET; THENCE NORTH 45°31'52" ALONG SAID LOT 1, 195.20 FEET TO A CORNER OF LOT 1
OF CERTIFIED SURVEY MAP NO. 5185; THENCE SOUTH 50°37'59" EAST, ALONG SAID LOT 1,
223.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CONSTANCE BLVD; THENCE
SOUTH 77°34'35" EAST, 78.87 FEET TO THE EAST CORNER OF OUTLOT 1 OF CERTIFIED SURVEY
MAP NO. 4998; THENCE NORTH 63°04'56" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF
CONSTANCE BLVD AND THE NORTH LINE OF SAID OUTLOT 1, 105.01 FEET;

SURVEYOR'S CERTIFICATE CONTINUED ON SHEET 2



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 1/5/2026
SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED:

THENCE SOUTH 13°51'07" EAST, ALONG THE EAST LINE OF SAID OUTLOT 1, 39.12 FEET; THENCE NORTH 76°09'09" EAST ALONG SAID CSM NO. 4998, 185.11 FEET; THENCE SOUTH 00°27'11" EAST ALONG SAID CSM NO 4998, 695.29 FEET TO A MEANDER LINE WHICH LIES 18.7 FEET MORE OR LESS NORTH 00°27'19" WEST OF THE SHORE OF GENEVA LAKE; THENCE SOUTH 60°16'21" WEST, ALONG SAID MEANDER LINE, 790.34 FEET TO A POINT THAT IS 21.3 FEET MORE OR LESS NORTH 29°30'05" WEST OF THE SHORE OF GENEVA LAKE; THENCE NORTH 29°30'05" WEST, 177.39 FEET; THENCE SOUTH 60°29'55" WEST, 15.75 FEET; THENCE NORTH 47°57'47" WEST, 45.00 FEET; THENCE SOUTH 60°29'55" WEST, 40 FEET TO THE EAST LINE OF LOT 8 IN GRAND TERRACE SUBDIVISION; THENCE NORTH 29°30'05" WEST, ALONG SAID EAST LINE, 154.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF OUTING STREET; THENCE NORTH 15°21'28" WEST, 20.06 FEET TO THE NORTH RIGHT OF WAY LINE OF OUTING STREET; THENCE SOUTH 77°04'43" WEST ALONG SAID NORTH LINE, 107.77 FEET; THENCE SOUTH 53°41'55" WEST ALONG SAID NORTH LINE, 179.97 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4226; THENCE NORTH 25°03'05" WEST ALONG THE EAST LINE OF SAID LOT 1 EXTENDED, 320.88 FEET TO THE NORTH RIGHT OF WAY LINE OF CONSTANCE AVENUE; THENCE SOUTH 62°01'22" WEST, ALONG SAID NORTH LINE 143.34 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE NORTH 0°08'06" WEST ALONG SAID WEST LINE, 253.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH LAKESHORE DRIVE; THENCE NORTH 88°39'51" EAST, ALONG SAID SOUTH LINE, 25.01 FEET TO THE SOUTHEAST CORNER OF NORTH LAKESHORE DRIVE; THENCE NORTH 0°08'16" WEST, ALONG THE EAST LINE OF SAID NORTH LAKESHORE DRIVE, 66.01 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1 AND TO THE POINT OF BEGINNING. INCLUSIVE OF LANDS LYING BETWEEN SAID MEANDER LINE AND THE SHORE OF GENEVA LAKE BY THE EXTENSION OF PROPERTY LINES. EXCLUSIVE OF RIGHT OF WAY FOR THE PUBLIC FOR RAVINIA ROAD AND CONSTANCE BOULEVARD.

THE GROSS AREA OF SAID PARCEL CONTAINS 2,380,550 SQUARE FEET OR 54.65 ACRES OF LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF WILLIAMS BAY PROPERTY CO, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING SAME.

DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027


LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

PRELIMINARY
SYMP
SIGNATURE
DATE

Legend:

-  Found Concrete Monument
(unless noted otherwise)
-  Found 1" Iron Pipe
-  Found Iron Rod
-  Found PK Nail
-  Found Chiseled Cross
-  Set Chiseled Cross
-  Set 3/4"x18" Iron Rod
Weighing 1.18 lbs/Ft
-  Set PK Nail in Pavement
-  Existing Building
-  Existing Building
to be razed

Date: 1/5/2026
SHEET 2 OF 13

EXHIBIT B

Legal Description and Plat of Utility Easement Area

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00°08'06" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, 319.39 FEET; THENCE NORTH 62°01'22" EAST, 143.34 FEET; THENCE SOUTH 25°03'05" EAST, 300.84 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57°43'11" EAST, 190.31 FEET; THENCE NORTH 75°21'16" EAST, 287.15 FEET; THENCE SOUTH 59°38'25" EAST, 55.30 FEET; THENCE NORTH 75°21'24" EAST, 122.65 FEET; THENCE NORTH 30°21'45" EAST, 55.31 FEET; THENCE NORTH 75°21'16" EAST, 163.29 FEET; THENCE SOUTH 88°33'31" EAST, 91.85 FEET; THENCE NORTH 0°47'49" EAST, 196.09 FEET; THENCE NORTH 04°53'34" WEST, 23.27 FEET; THENCE SOUTH 85°06'26" WEST, 9.94 FEET; THENCE NORTH 04°44'55" WEST, 119.68 FEET; THENCE NORTH 86°41'19" WEST, 56.45 FEET; THENCE SOUTH 56°39'32" WEST, 42.88 FEET; THENCE SOUTH 20°00'23" WEST, 71.34 FEET; THENCE SOUTH 59°22'05" WEST, 78.97 FEET; THENCE SOUTH 81°52'05" WEST, 10.15 FEET; THENCE NORTH 08°07'55" WEST, 10.00 FEET; THENCE SOUTH 81°52'05" WEST, 34.37 FEET; THENCE NORTH 51°03'25" WEST, 73.22 FEET; THENCE NORTH 0°33'57" EAST, 127.67 FEET TO THE SOUTH RIGHT OF WAY OF CONSTANCE BOULEVARD; THENCE 12.43 FEET ALONG AN ARC BEING SAID SOUTH RIGHT OF WAY, WITH A RADIUS POINT TO THE NORTHWEST, A RADIUS OF 15.00 FEET, AND A CHORD BEARING NORTH 70°07'12" EAST, 12.08 FEET; THENCE 11.57 FEET ALONG AN ARC BEING SAID SOUTH RIGHT OF WAY, WITH A RADIUS POINT TO THE SOUTHEAST, A RADIUS OF 117.00 FEET, AND A CHORD BEARING NORTH 49°12'13" EAST, 11.56 FEET; THENCE SOUTH 0°33'57" WEST, 129.86 FEET; THENCE SOUTH 51°03'25" EAST, 54.84 FEET; THENCE NORTH 81°52'05" EAST, 29.85 FEET; THENCE NORTH 59°22'05" EAST, 62.27 FEET; THENCE NORTH 20°00'23" EAST, 70.55 FEET; THENCE NORTH 56°39'32" EAST, 62.76 FEET; THENCE SOUTH 86°41'19" EAST, 62.03 FEET; THENCE NORTH 05°02'02" WEST, 119.16 FEET; THENCE NORTH 26°19'13" WEST, 48.70 FEET TO SAID SOUTH RIGHT OF WAY; THENCE 27.22 FEET ALONG AN ARC BEING SAID SOUTH RIGHT OF WAY, WITH A RADIUS POINT TO THE SOUTHEAST, A RADIUS OF 330.00 FEET, AND A CHORD BEARING NORTH 60°43'10" EAST, 27.21 FEET; THENCE NORTH 63°04'56" EAST, ALONG SAID SOUTH RIGHT OF WAY, 2.83 FEET; THENCE SOUTH 26°19'13" EAST, 55.77 FEET; THENCE SOUTH 05°02'02" EAST, 146.53 FEET; THENCE SOUTH 04°44'55" EAST, 9.58 FEET TO A POINT TO BE REFERRED TO AS POINT "A"; THENCE NORTH 85°17'24" EAST, 14.11 FEET; THENCE SOUTH 83°43'08" EAST, 105.53 FEET;

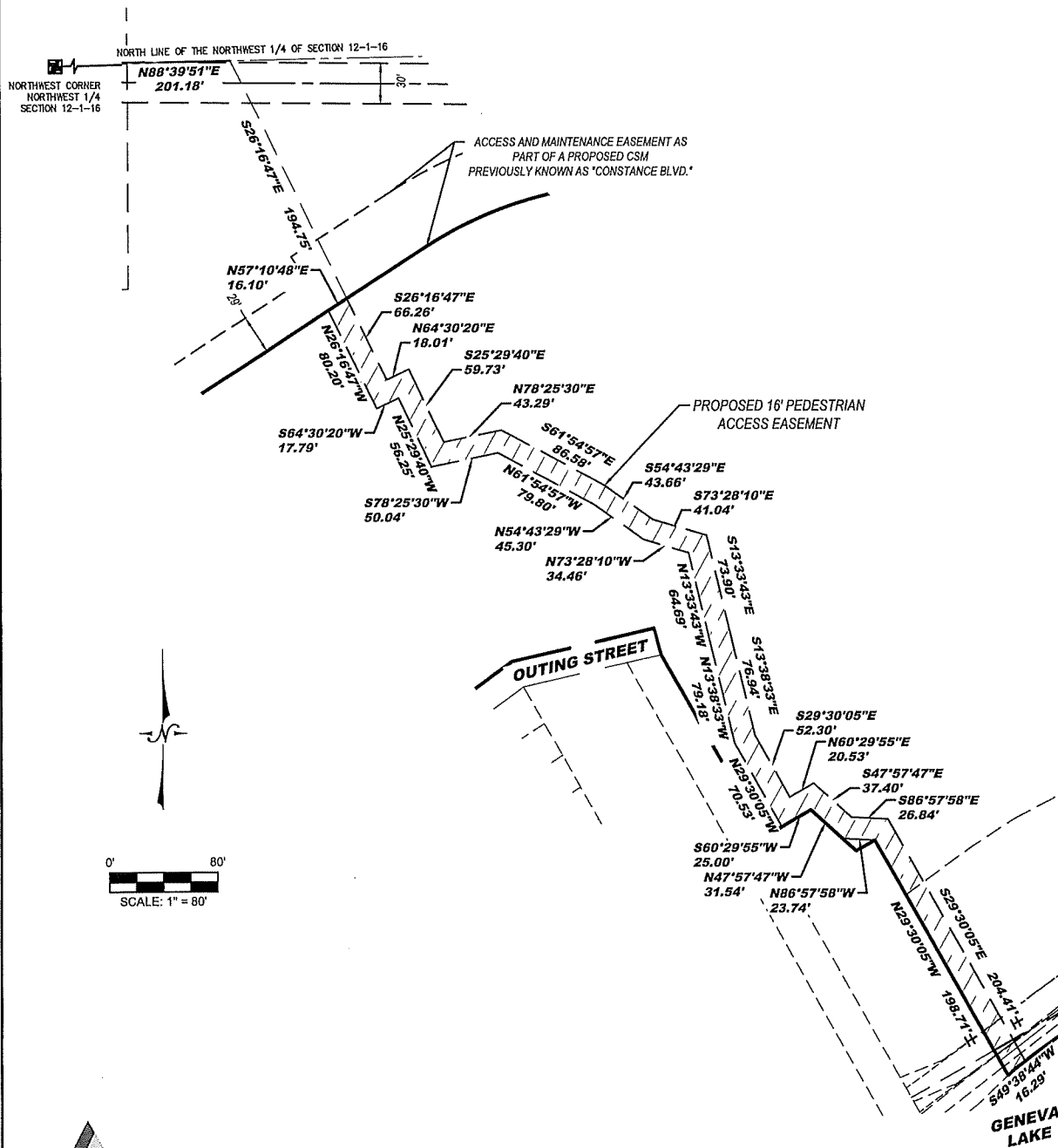
THENCE SOUTH 63°42'14" EAST, 84.83 FEET; THENCE SOUTH 18°41'27" EAST, 55.58 FEET; THENCE SOUTH 26°18'33" WEST, 97.49 FEET; THENCE SOUTH 72°36'27" WEST, 15.23 FEET; THENCE SOUTH 60°29'21" EAST, 30.52 FEET; THENCE SOUTH 31°16'31" EAST, 229.28 FEET; THENCE NORTH 68°45'49" EAST, 0.20 FEET; THENCE NORTH 17°55'26" EAST, 2.56 FEET TO THE EAST PROPERTY LINE OF SAID PARCEL; THENCE SOUTH 0°27'11" EAST, ALONG SAID EAST PROPERTY LINE, 24.47 FEET; THENCE SOUTH 62°31'21" WEST, 94.13 FEET; THENCE SOUTH 62°37'28" WEST, 227.10 FEET; THENCE SOUTH 63°18'00" WEST, 120.55 FEET; THENCE SOUTH 59°33'36" WEST, 57.63 FEET; THENCE SOUTH 61°23'46" WEST, 177.38 FEET; THENCE NORTH 36°18'33" WEST, 20.18 FEET; THENCE NORTH 61°23'46" EAST, 179.76 FEET; THENCE NORTH 59°33'36" EAST, 57.96 FEET; THENCE NORTH 63°18'00" EAST, 121.08 FEET; THENCE NORTH 62°37'28" EAST, 226.96 FEET; THENCE NORTH 62°07'41" EAST, 83.13 FEET; THENCE NORTH 31°16'31" WEST, 222.19 FEET; THENCE NORTH 60°29'21" WEST, 44.02 FEET; THENCE SOUTH 72°36'27" WEST, 11.32 FEET; THENCE NORTH 61°04'26" WEST, 106.40 FEET; THENCE NORTH 88°21'05" WEST, 13.32 FEET; THENCE SOUTH 0°47'49" WEST, 199.10 FEET; THENCE SOUTH 89°34'41" EAST, 14.49 FEET; THENCE SOUTH 0°25'19" WEST, 20.00 FEET; THENCE NORTH 89°34'41" WEST, 34.63 FEET; THENCE NORTH 0°47'49" EAST, 11.91 FEET; THENCE NORTH 88°33'31" WEST, 89.25 FEET; THENCE SOUTH 75°21'16" WEST, 152.18 FEET; THENCE SOUTH 30°21'45" WEST, 55.31 FEET; THENCE SOUTH 75°21'24" WEST, 139.21 FEET; THENCE NORTH 59°38'25" WEST, 55.30 FEET; THENCE SOUTH 75°21'16" WEST, 181.55 FEET TO THE WEST LINE OF SAID PROPERTY; THENCE NORTH 15°21'28" WEST ALONG SAID WEST PROPERTY LINE, 5.81 FEET TO THE NORTH RIGHT OF WAY LINE OF OUTING STREET; THENCE SOUTH 77°04'43" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 107.77 FEET; THENCE SOUTH 53°41'55" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 179.97 FEET; THENCE NORTH 25°03'05" WEST, 20.04 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE LANDS PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE PREVIOUSLY REFERENCED POINT "A"; THENCE SOUTH 04°44'55" EAST, 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°17'24" EAST, 12.17 FEET; THENCE SOUTH 83°43'08" EAST, 100.08 FEET; THENCE SOUTH 63°42'14" EAST, 73.01 FEET; THENCE SOUTH 18°41'27" EAST, 39.01 FEET; THENCE SOUTH 26°18'33" WEST, 80.65 FEET; THENCE SOUTH 72°36'27" WEST, 23.01 FEET; THENCE NORTH 61°04'26" WEST, 142.14 FEET; THENCE NORTH 04°44'55" WEST, 89.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

[Insert Easement Exhibit File Here.]

LEGAL DESCRIPTION: BEING PART OF LOT 4 OF A PROPOSED CSM AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4, THENCE NORTH 88°39'51" EAST, ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, 201.18 FEET; THENCE SOUTH 26°16'47" EAST, 194.75 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 26°16'47" EAST, 66.26 FEET; THENCE NORTH 64°30'20" EAST, 18.01 FEET; THENCE SOUTH 25°29'40" EAST, 59.73 FEET; THENCE NORTH 78°25'30" EAST, 43.29 FEET; THENCE SOUTH 61°54'57" EAST, 86.58 FEET; THENCE SOUTH 54°43'29" EAST, 43.66 FEET; THENCE SOUTH 73°28'10" EAST, 41.04 FEET; THENCE SOUTH 13°33'43" EAST, 73.90 FEET; THENCE SOUTH 13°38'33" EAST, 76.94 FEET; THENCE SOUTH 29°30'05" EAST, 52.30 FEET; THENCE NORTH 60°29'55" EAST, 20.53 FEET; THENCE SOUTH 47°57'47" EAST, 37.40 FEET; THENCE SOUTH 86°57'58" EAST, 26.84 FEET; THENCE SOUTH 29°30'05" EAST, 204.41 FEET MORE OR LESS TO THE SHORE OF GENEVA LAKE; THENCE SOUTH 49°38'44" WEST, 16.29 FEET ALONG SAID SHORE; THENCE NORTH 29°30'05" WEST, 198.71 FEET MORE OR LESS; THENCE NORTH 86°57'58" WEST, 23.74 FEET; THENCE NORTH 47°57'47" WEST, 31.54 FEET; THENCE SOUTH 60°29'55" WEST, 25.00 FEET; THENCE NORTH 29°30'05" WEST, 70.53 FEET; THENCE NORTH 13°38'33" WEST, 79.18 FEET; THENCE NORTH 13°33'43" WEST, 64.69 FEET; THENCE NORTH 73°28'10" WEST, 34.46 FEET; THENCE NORTH 54°43'29" WEST, 45.30 FEET; THENCE NORTH 61°54'57" WEST, 79.80 FEET; THENCE SOUTH 78°25'30" WEST, 50.04 FEET; THENCE NORTH 25°29'40" WEST, 56.25 FEET; THENCE SOUTH 64°30'20" WEST, 17.79 FEET; THENCE NORTH 26°16'47" WEST, 80.20 FEET; THENCE NORTH 57°10'48" EAST, 16.10 FEET TO THE POINT OF BEGINNING.



LYNCH & ASSOCIATES

ENGINEERING CONSULTANTS, LLC

5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, VI 53151

440 MILWAUKEE AVENUE
BURLINGTON, VI 53105

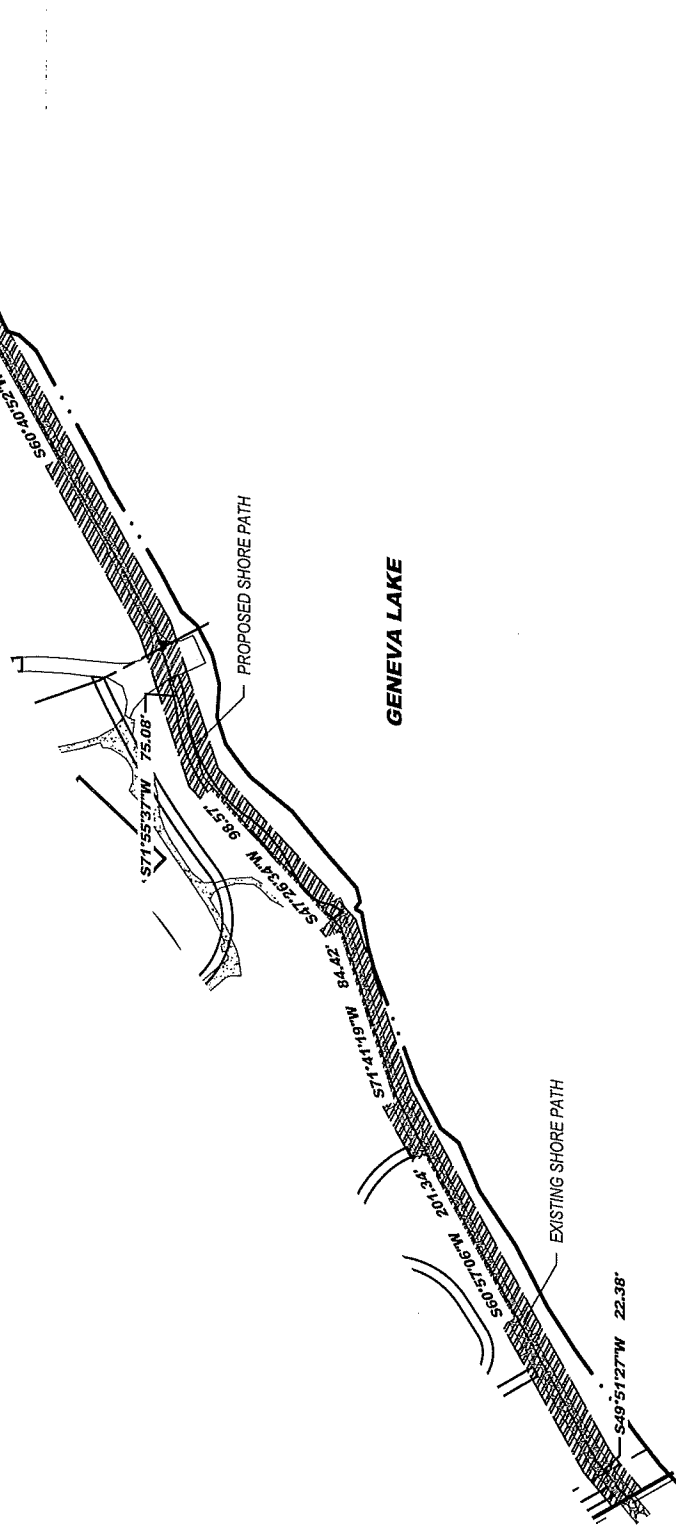
(262) 402-5040

EASEMENT EXHIBIT

January 5, 2026

PROPOSED 16' WIDE GENEVA SHORE PATH EASEMENT DESCRIPTION:
BEING IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 1 NORTH RANGE 16 EAST OF THE FOURTH
PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.
HAVING A CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE NORTH 88°39'51"
EAST, 1447.73; THENCE SOUTH 00°27'11" EAST, 366.83 FEET TO THE POINT OF BEGINNING; THENCE
SOUTH 49°54'46" WEST, 36.30 FEET; THENCE SOUTH 60°40'52" WEST, 277.89 FEET; THENCE SOUTH
71°55'37" WEST, 75.08 FEET; THENCE SOUTH 47°26'34" WEST, 98.57 FEET; THENCE SOUTH 71°41'19"
WEST, 84.42 FEET; THENCE SOUTH 60°57'06" WEST, 201.34 FEET; THENCE SOUTH 49°51'27" WEST,
22.38 FEET TO THE WEST PROPERTY LINE AND THE POINT OF TERMINUS.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5482 S. WESTRIDGE DRIVE
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

PROPERTY DESCRIPTION:

Per Title Commitment No. WA-21995 Revision C Printed 04.04.2025

The East three fourths (3/4) of the North East quarter of the South East quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

TOGETHER WITH 10 acres off from the West Side of the North East quarter of the South East quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in a Conveyance for Highway Purposes recorded October 26, 1939, in Volume 260 of Deeds on Page 163, as Document No. 337800, and being more particularly described as:

A parcel of land in the northeast one-quarter of the southeast one-quarter of Section 2, Township 1 north, Range 16 East, Town of Walworth, Walworth County, described as follows, to wit:

The south 17 feet of the north 50 feet extending from the northeast corner of the northeast one-quarter of the southeast one-quarter of Section 2, west along one-quarter section line 683.6 feet to a point; ALSO the south 17 feet of the north 50 feet beginning at a point 150 feet west of the last described point; thence extending west along the one-quarter section line 500 feet to the west line of the northeast one-quarter of the southeast one-quarter of said Section 2.

SAID PARCEL BEING SOMETIMES DESCRIBED AS:

The North East quarter of the Southeast quarter of Section two (2) in Township one (1) north of Range sixteen (16) East, Town of Walworth, Walworth County, Wisconsin.

EXCEPTING THEREFROM all that portion thereof as is set forth in a Conveyance for Highway Purposes recorded October 26, 1939, in Volume 260 of Deeds on Page 163, as Document No. 337800, and being more particularly described as:

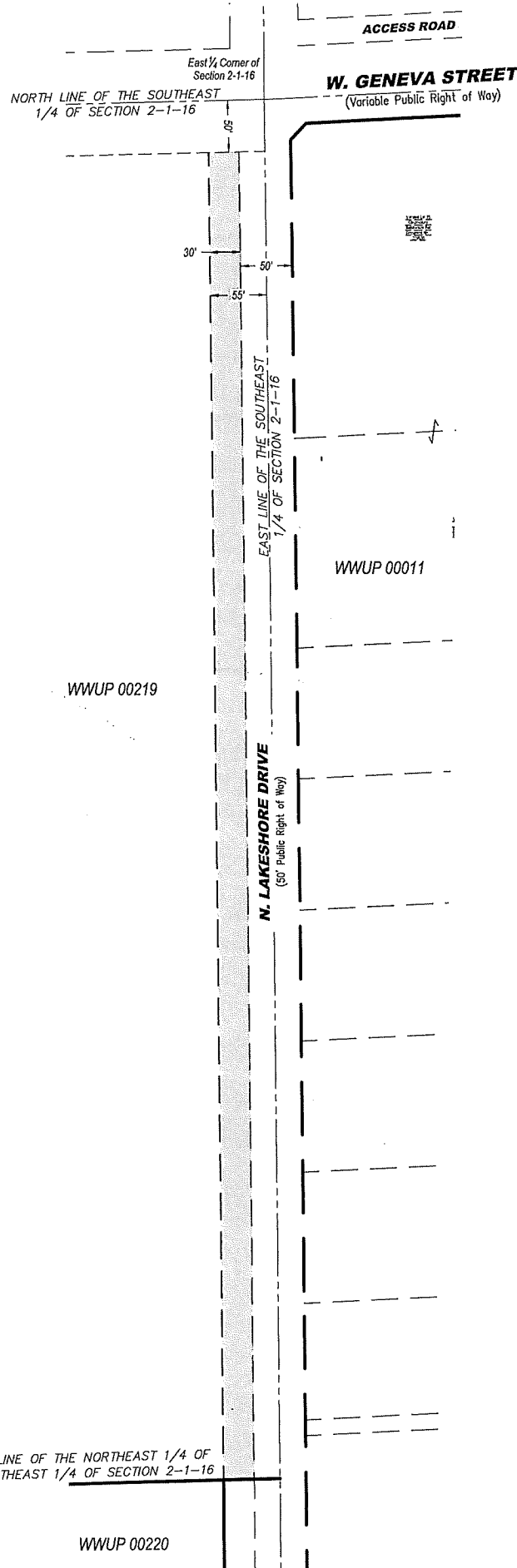
A parcel of land in the northeast one-quarter of the southeast one-quarter of Section 2, Township 1 north, Range 16 East, Town of Walworth, Walworth County, described as follows, to wit:

The south 17 feet of the north 50 feet extending from the northeast corner of the northeast one-quarter of the southeast one-quarter of Section 2, west along one-quarter section line 683.6 feet to a point; ALSO the south 17 feet of the north 50 feet beginning at a point 150 feet west of the last described point; thence extending west along the one-quarter section line 500 feet to the west line of the northeast one-quarter of the southeast one-quarter of said Section 2.

TAX ID: E W 200019 - Now WWUP 00219 (Village of Williams Bay)

PROPOSED 30' EASEMENT DESCRIPTION:

The West 30 feet of the East 55 feet **EXCEPTING** the North 50 feet of the Northeast 1/4 of the Southeast 1/4 of Section 2 in Township 1 North of Range 16 East, Village of Williams Bay, Walworth County, Wisconsin.



0' 100'
SCALE: 1" = 100'



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5000 S. TOWNE DRIVE, SUITE 160
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BURLINGTON, WI 53105
(262) 402-5040

WWUP 00220

January 13, 2006

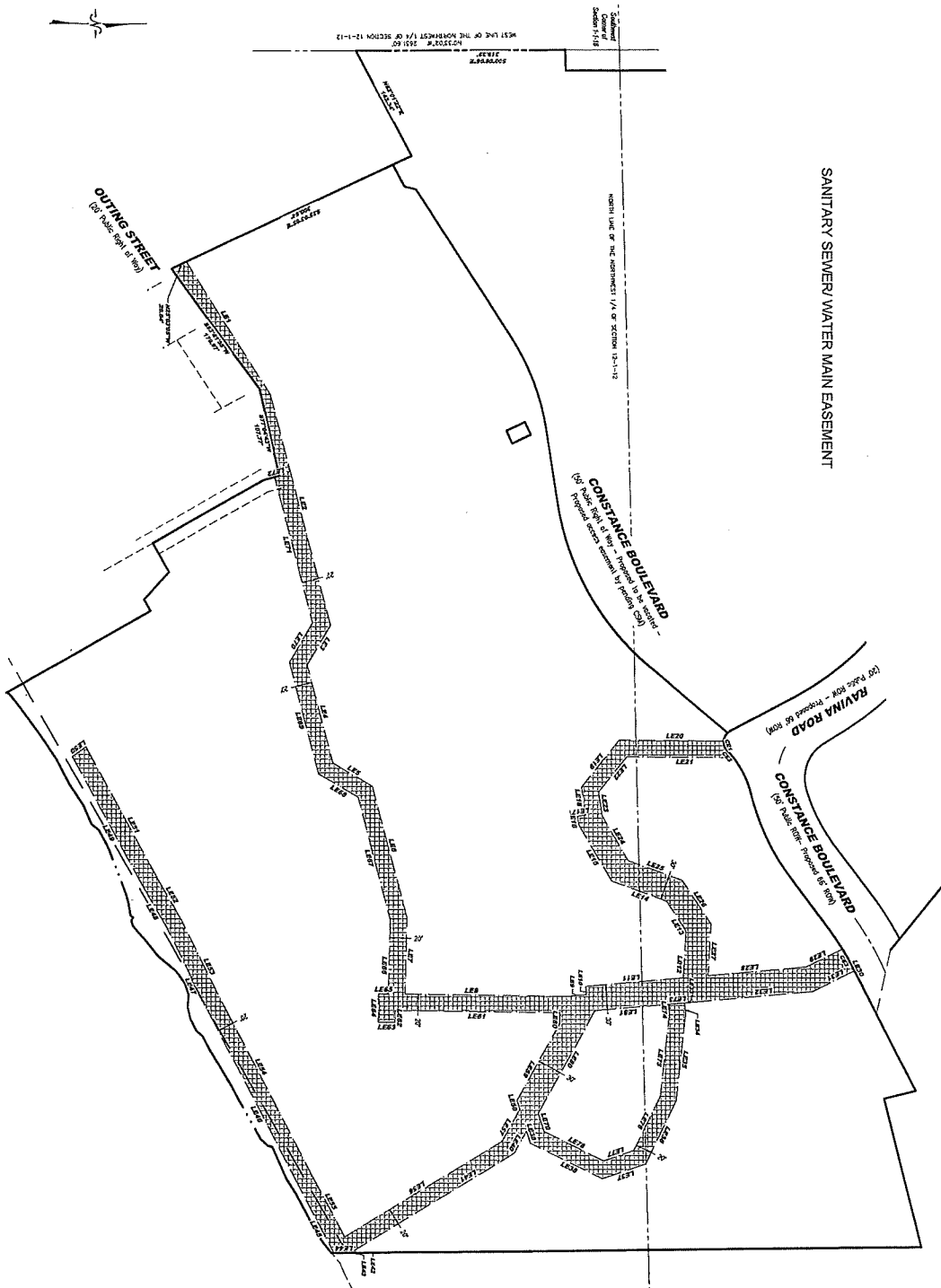
EASEMENT EXHIBIT

Project No. 24.0005

LYNCH & ASSOCIATES
1000 N. TOWNSEND DRIVE, SUITE 100
DALLAS, TEXAS 75201
TEL: 214.750.1234
FAX: 214.750.1235
WWW.LYNCH-CA.com



SCALE 1" = 50'



EASEMENT EXHIBIT

Line Table		
Line	Bearing	Length
LE1	N57°43'11"E	190.31'
LE2	N75°21'16"E	287.15'
LE3	S59°38'25"E	55.30'
LE4	N75°21'24"E	122.65'
LE5	N30°21'45"E	55.31'
LE6	N75°21'16"E	163.29'
LE7	S88°33'31"E	91.85'
LE8	N00°47'49"E	196.09'
LE9	N04°53'34"W	23.27'
LE10	S85°06'26"W	9.94'
LE11	N04°44'55"W	119.68'
LE12	N86°41'19"W	56.45'
LE13	S56°39'32"W	42.88'
LE14	S20°00'23"W	71.34'
LE15	S59°22'05"W	78.97'
LE16	S81°52'05"W	10.15'
LE17	N08°07'55"W	10.00'
LE18	S81°52'05"W	34.37'
LE19	N51°03'25"W	73.22'
LE20	N00°33'57"E	127.67'
LE21	S00°33'57"W	129.86'
LE22	S51°03'25"E	54.84'
LE23	N81°52'05"E	29.85'
LE24	N59°22'05"E	62.27'
LE25	N20°00'23"E	70.55'
LE26	N56°39'32"E	62.76'
LE27	S86°41'19"E	62.03'
LE28	N05°02'02"W	119.16'
LE29	N26°19'13"W	48.70'
LE30	N63°04'56"E	2.83'

Line Table		
Line	Bearing	Length
LE31	S26°19'13"E	55.77'
LE32	S05°02'02"E	146.53'
LE33	S04°44'55"E	9.58'
LE34	N85°17'24"E	14.11'
LE35	S83°43'08"E	105.53'
LE36	S63°42'14"E	84.83'
LE37	S18°41'27"E	55.58'
LE38	S26°18'33"W	97.49'
LE39	S72°36'27"W	15.23'
LE40	S60°29'21"E	30.52'
LE41	S31°16'31"E	229.28'
LE42	N68°45'49"E	0.20'
LE43	S17°55'26"W	2.56'
LE44	S00°27'11"E	24.47'
LE45	S62°31'21"W	94.13'
LE46	S62°37'28"W	227.10'
LE47	S63°18'00"W	120.55'
LE48	S59°33'36"W	57.63'
LE49	S61°23'46"W	177.38'
LE50	N36°18'33"W	20.18'
LE51	N61°23'46"E	179.76'
LE52	N59°33'36"E	57.96'
LE53	N63°18'00"E	121.08'
LE54	N62°37'28"E	226.96'
LE55	N62°07'41"E	83.13'
LE56	N31°16'31"W	222.19'
LE57	N60°29'21"W	44.02'
LE58	S72°36'27"W	11.32'
LE59	N61°04'26"W	106.40'
LE60	N88°21'05"W	13.32'

Line Table		
Line	Bearing	Length
LE61	S00°47'49"W	199.10'
LE62	S89°34'41"E	14.49'
LE63	S00°25'19"W	20.00'
LE64	N89°34'41"W	34.63'
LE65	N00°47'49"E	11.91'
LE66	N88°33'31"W	89.25'
LE67	S75°21'16"W	152.18'
LE68	S30°21'45"W	55.31'
LE69	S75°21'24"W	139.21'
LE70	N59°38'25"W	55.30'
LE71	S75°21'16"W	181.55'
LE72	N15°21'28"W	5.81'
LE73	S04°44'55"E	20.00'
LE74	N85°17'24"E	12.17'
LE75	S83°43'08"E	100.08'
LE76	S63°42'14"E	73.01'
LE77	S18°41'27"E	39.01'
LE78	S26°18'33"W	80.65'
LE79	S72°36'27"W	23.01'
LE80	N61°04'26"W	142.14'
LE81	N04°44'55"W	89.98'

EASEMENT CURVE TABLE						
CURVE #	LENGTH	RADIUS	CHORD	DELTA	BEARING IN	BEARING OUT
CE1	12.43'	15.00'	N70°07'12"E 12.08'	041°28'51"	S88°07'53"E	N49°22'18"E
CE2	11.57'	117.00'	N45°12'13"E 11.55'	005°39'55"	N52°02'11"E	N45°22'18"E
CE3	27.22'	330.00'	N60°43'10"E 27.21'	004°43'32"	N63°04'56"E	N59°21'24"E



LYNCH & ASSOCIATES
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(262) 402-5040

LEGAL DESCRIPTION OF PROPOSED EASEMENT:

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

BEING PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00°08'06" EAST, ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, 319.39 FEET; THENCE NORTH 62°01'22" EAST, 143.34 FEET; THENCE SOUTH 25°03'05" EAST, 300.84 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 57°43'11" EAST, 190.31 FEET; THENCE NORTH 75°21'16" EAST, 287.15 FEET; THENCE SOUTH 59°38'25" EAST, 55.30 FEET; THENCE NORTH 75°21'24" EAST, 122.65 FEET; THENCE NORTH 30°21'45" EAST, 55.31 FEET; THENCE NORTH 75°21'16" EAST, 163.29 FEET; THENCE SOUTH 88°33'31" EAST, 91.85 FEET; THENCE NORTH 0°47'49" EAST, 196.09 FEET; THENCE NORTH 04°53'34" WEST, 23.27 FEET; THENCE SOUTH 85°06'26" WEST, 9.94 FEET; THENCE NORTH 04°44'55" WEST, 119.68 FEET; THENCE NORTH 86°41'19" WEST, 56.45 FEET; THENCE SOUTH 56°39'32" WEST, 42.88 FEET; THENCE SOUTH 20°00'23" WEST, 71.34 FEET; THENCE SOUTH 59°22'05" WEST, 78.97 FEET; THENCE SOUTH 81°52'05" WEST, 10.15 FEET; THENCE NORTH 08°07'55" WEST, 10.00 FEET; THENCE SOUTH 81°52'05" WEST, 34.37 FEET; THENCE NORTH 51°03'25" WEST, 73.22 FEET; THENCE NORTH 0°33'57" EAST, 127.67 FEET TO THE SOUTH RIGHT OF WAY OF CONSTANCE BOULEVARD; THENCE 12.43 FEET ALONG AN ARC BEING SAID SOUTH RIGHT OF WAY, WITH A RADIUS POINT TO THE NORTHWEST, A RADIUS OF 15.00 FEET, AND A CHORD BEARING NORTH 70°07'12" EAST, 12.08 FEET; THENCE 11.57 FEET ALONG AN ARC BEING SAID SOUTH RIGHT OF WAY, WITH A RADIUS POINT TO THE SOUTHEAST, A RADIUS OF 117.00 FEET, AND A CHORD BEARING NORTH 49°12'13" EAST, 11.56 FEET; THENCE SOUTH 0°33'57" WEST, 129.86 FEET; THENCE SOUTH 51°03'25" EAST, 54.84 FEET; THENCE NORTH 81°52'05" EAST, 29.85 FEET; THENCE NORTH 59°22'05" EAST, 62.27 FEET; THENCE NORTH 20°00'23" EAST, 70.55 FEET; THENCE NORTH 56°39'32" EAST, 62.76 FEET; THENCE SOUTH 86°41'19" EAST, 62.03 FEET; THENCE NORTH 05°02'02" WEST, 119.16 FEET; THENCE NORTH 26°19'13" WEST, 48.70 FEET TO SAID SOUTH RIGHT OF WAY; THENCE 27.22 FEET ALONG AN ARC BEING SAID SOUTH RIGHT OF WAY, WITH A RADIUS POINT TO THE SOUTHEAST, A RADIUS OF 330.00 FEET, AND A CHORD BEARING NORTH 60°43'10" EAST, 27.21 FEET; THENCE NORTH 63°04'56" EAST, ALONG SAID SOUTH RIGHT OF WAY, 2.83 FEET; THENCE SOUTH 26°19'13" EAST, 55.77 FEET; THENCE SOUTH 05°02'02" EAST, 146.53 FEET; THENCE SOUTH 04°44'55" EAST, 9.58 FEET TO A POINT TO BE REFERRED TO AS POINT "A"; THENCE NORTH 85°17'24" EAST, 14.11 FEET; THENCE SOUTH 83°43'08" EAST, 105.53 FEET; THENCE SOUTH 63°42'14" EAST, 84.83 FEET; THENCE SOUTH 18°41'27" EAST, 55.58 FEET; THENCE SOUTH 26°18'33" WEST, 97.49 FEET; THENCE SOUTH 72°36'27" WEST, 15.23 FEET; THENCE SOUTH 60°29'21" EAST, 30.52 FEET; THENCE SOUTH 31°16'31" EAST, 229.28 FEET; THENCE NORTH 68°45'49" EAST, 0.20 FEET; THENCE NORTH 17°55'26" EAST, 2.56 FEET TO THE EAST PROPERTY LINE OF SAID PARCEL; THENCE SOUTH 0°27'11" EAST, ALONG SAID EAST PROPERTY LINE, 24.47 FEET; THENCE SOUTH 62°31'21" WEST, 94.13 FEET; THENCE SOUTH 62°37'28" WEST, 227.10 FEET; THENCE SOUTH 63°18'00" WEST, 120.55 FEET; THENCE SOUTH 59°33'36" WEST, 57.63 FEET; THENCE SOUTH 61°23'46" WEST, 177.38 FEET; THENCE NORTH 36°18'33" WEST, 20.18 FEET; THENCE NORTH 61°23'46" EAST, 179.76 FEET; THENCE NORTH 59°33'36" EAST, 57.96 FEET; THENCE NORTH 63°18'00" EAST, 121.08 FEET; THENCE NORTH 62°37'28" EAST, 226.96 FEET; THENCE NORTH 62°07'41" EAST, 83.13 FEET; THENCE NORTH 31°16'31" WEST, 222.19 FEET; THENCE NORTH 60°29'21" WEST, 44.02 FEET; THENCE SOUTH 72°36'27" WEST, 11.32 FEET; THENCE NORTH 61°04'26" WEST, 106.40 FEET; THENCE NORTH 88°21'05" WEST, 13.32 FEET; THENCE SOUTH 0°47'49" WEST, 199.10 FEET; THENCE SOUTH 89°34'41" EAST, 14.49 FEET; THENCE SOUTH 0°25'19" WEST, 20.00 FEET; THENCE NORTH 89°34'41" WEST, 34.63 FEET; THENCE NORTH 0°47'49" EAST, 11.91 FEET; THENCE NORTH 88°33'31" WEST, 89.25 FEET; THENCE SOUTH 75°21'16" WEST, 152.18 FEET; THENCE SOUTH 30°21'45" WEST, 55.31 FEET; THENCE SOUTH 75°21'24" WEST, 139.21 FEET; THENCE NORTH 59°38'25" WEST, 55.30 FEET; THENCE SOUTH 75°21'16" WEST, 181.55 FEET TO THE WEST LINE OF SAID PROPERTY; THENCE NORTH 15°21'28" WEST ALONG SAID WEST PROPERTY LINE, 5.81 FEET TO THE NORTH RIGHT OF WAY LINE OF OUTING STREET; THENCE SOUTH 77°04'43" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 107.77 FEET; THENCE SOUTH 53°41'55" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 179.97 FEET; THENCE NORTH 25°03'05" WEST, 20.04 FEET TO THE POINT OF BEGINNING.

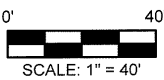
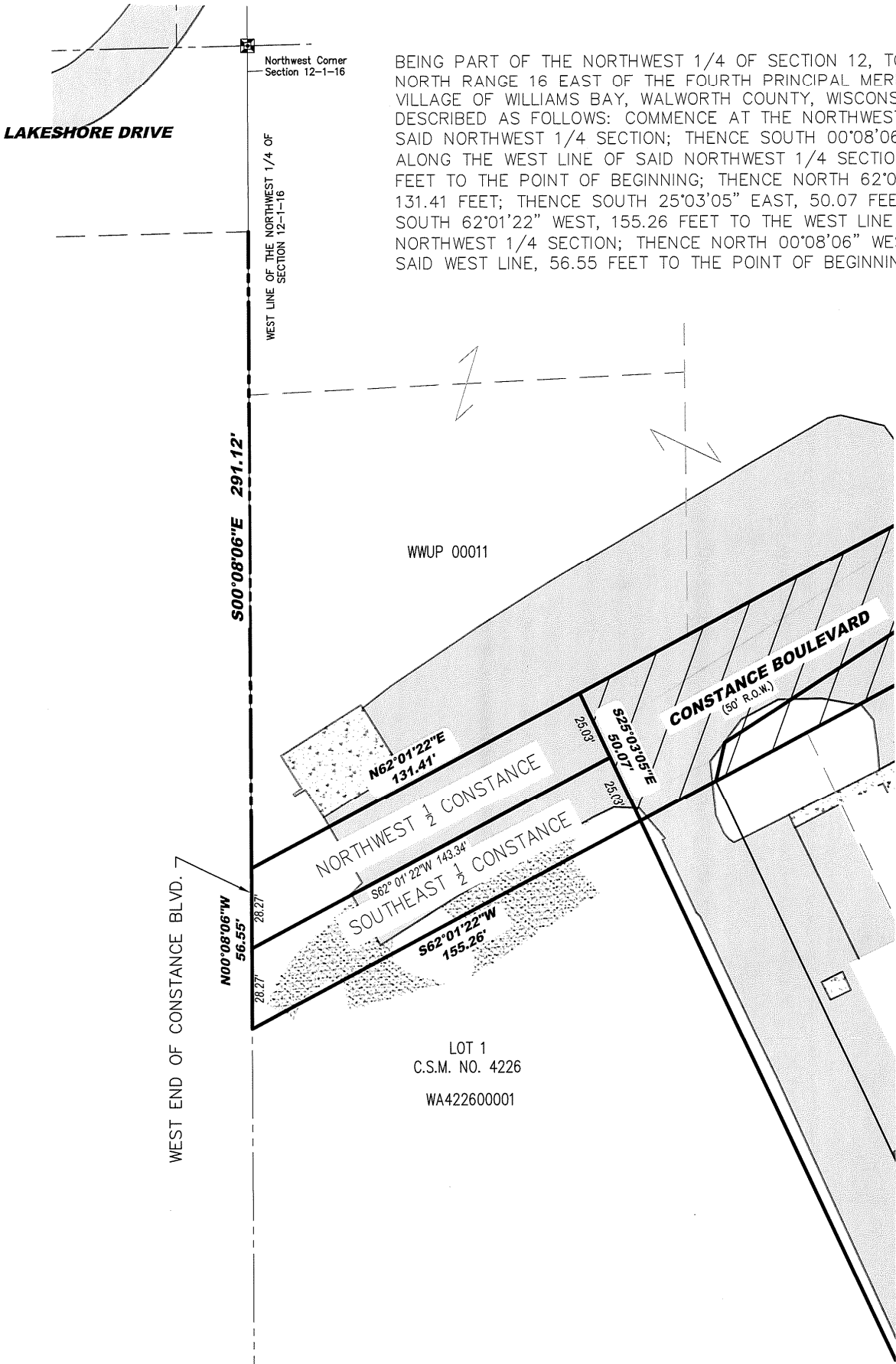
EXCEPTING THE LANDS PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE PREVIOUSLY REFERENCED POINT "A"; THENCE SOUTH 04°44'55" EAST, 20.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85°17'24" EAST, 12.17 FEET; THENCE SOUTH 83°43'08" EAST, 100.08 FEET; THENCE SOUTH 63°42'14" EAST, 73.01 FEET; THENCE SOUTH 18°41'27" EAST, 39.01 FEET; THENCE SOUTH 26°18'33" WEST, 80.65 FEET; THENCE SOUTH 72°36'27" WEST, 23.01 FEET; THENCE NORTH 61°04'26" WEST, 142.14 FEET; THENCE NORTH 04°44'55" WEST, 89.98 FEET TO THE POINT OF BEGINNING.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

VACATION EXHIBIT
WEST END CONSTANCE

Survey No. 24.0005

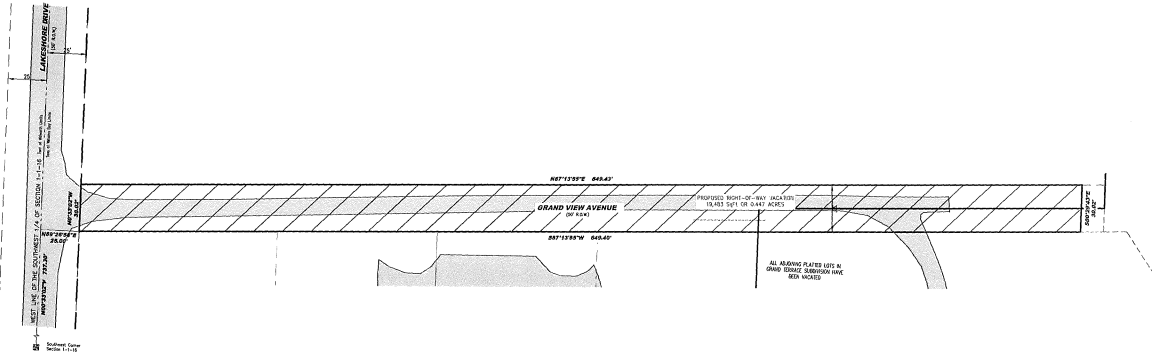


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Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD 1988, with the West line of the Southwest corner 1/4 of Section of 1-1-16, having an assumed bearing of South 0°33'02" East.

Date: 1/5/2026
SHEET 1 OF 1

STREET VACATION EXHIBIT



LEGAL DESCRIPTION OF LANDS TO BE VACATED:
THAT PART OF GRAND TERRACE SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF,
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 1 NORTH RANGE 10 EAST OF THE
FOURTH PRINCIPAL MERIDIAN IN THE VILLAGE OF WILLIAMS BAY, COUNTY OF WALWORTH, AND
STATE OF WISCONSIN DESCRIBED AS BEING PART OF GRAND VIEW AVENUE SHOWN ON THE
RECORDED PLAT MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE NORTH 00°33'02" WEST,
ALONG THE WEST LINE OF THE OF THE SOUTHWEST 1/4 OF SAID SECTION, 737.50 FEET; THENCE
NORTH 89°28'58" EAST, 25.00 FEET TO THE EAST LINE OF LAKESHORE DRIVE AND THE POINT OF
BEGINNING;
THENCE NORTH 00°33'02" WEST, 30.02 FEET; THENCE NORTH 87°15'55" WEST, 649.49 FEET TO
THE WEST LINE OF VACATED TENNIS AVENUE; THENCE SOUTH 09°29'33" EAST, 30.02 FEET;
THENCE SOUTH 87°15'55" WEST, 649.49 FEET TO THE POINT OF BEGINNING.
CONTAINING 19,463 SQ. FT. OR 0.447 ACRES OF LAND MORE OR LESS.

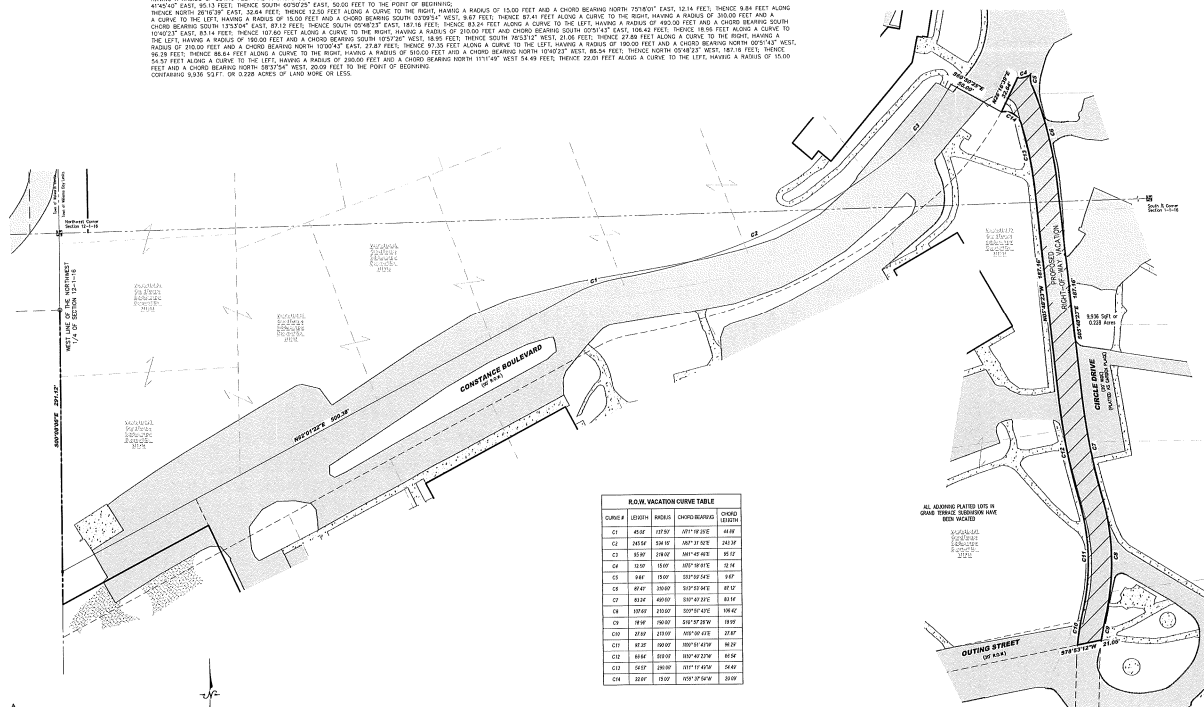
NOTE: GRAND TERRACE SUBDIVISION IS SUBJECT TO RECORD
RECORD-CURVED DATA AND LIMITED DATA ON INTERSECTION
THE EXACT LOCATION OF STREETS DETERMINED BY
VACATING THE EXISTING STREET AS SHOWN.

When used for other purposes than those for which it was prepared, the user assumes all responsibility for any errors or omissions.
This map was prepared by the City of Williams Bay, Wisconsin, and is not to be used for any other purpose without the written consent of the City.

STYCH & ASSOCIATES
1111 W. WISCONSIN AVE., SUITE 100
MILWAUKEE, WISCONSIN 53233
TEL: 414.224.1111
WWW.STYCH.COM
STYCH & ASSOCIATES
1111 W. WISCONSIN AVE., SUITE 100
MILWAUKEE, WISCONSIN 53233
TEL: 414.224.1111
WWW.STYCH.COM

SCALE 1" = 40'

STREET VACATION EXHIBIT

[illegible]

NOTE: GRAND TERRACE SUBDIVISION IS VAGUE IN NATURE WITH NO CURVE DATA AND LIMITED DATA ON RETRACING THE EXACT LOCATION OF STREET. THE INTENTION IS TO VACATE THE ENTIRE STREET AS SHOWN.

ALL ADJOINING PLATTED LOTS IN
GRAND TERRACE SUBDIVISION HAVE
BEEN VACATED

WATER
GRAND TERRACE
CITY OF CHICAGO
CHICAGO, ILL.
1911

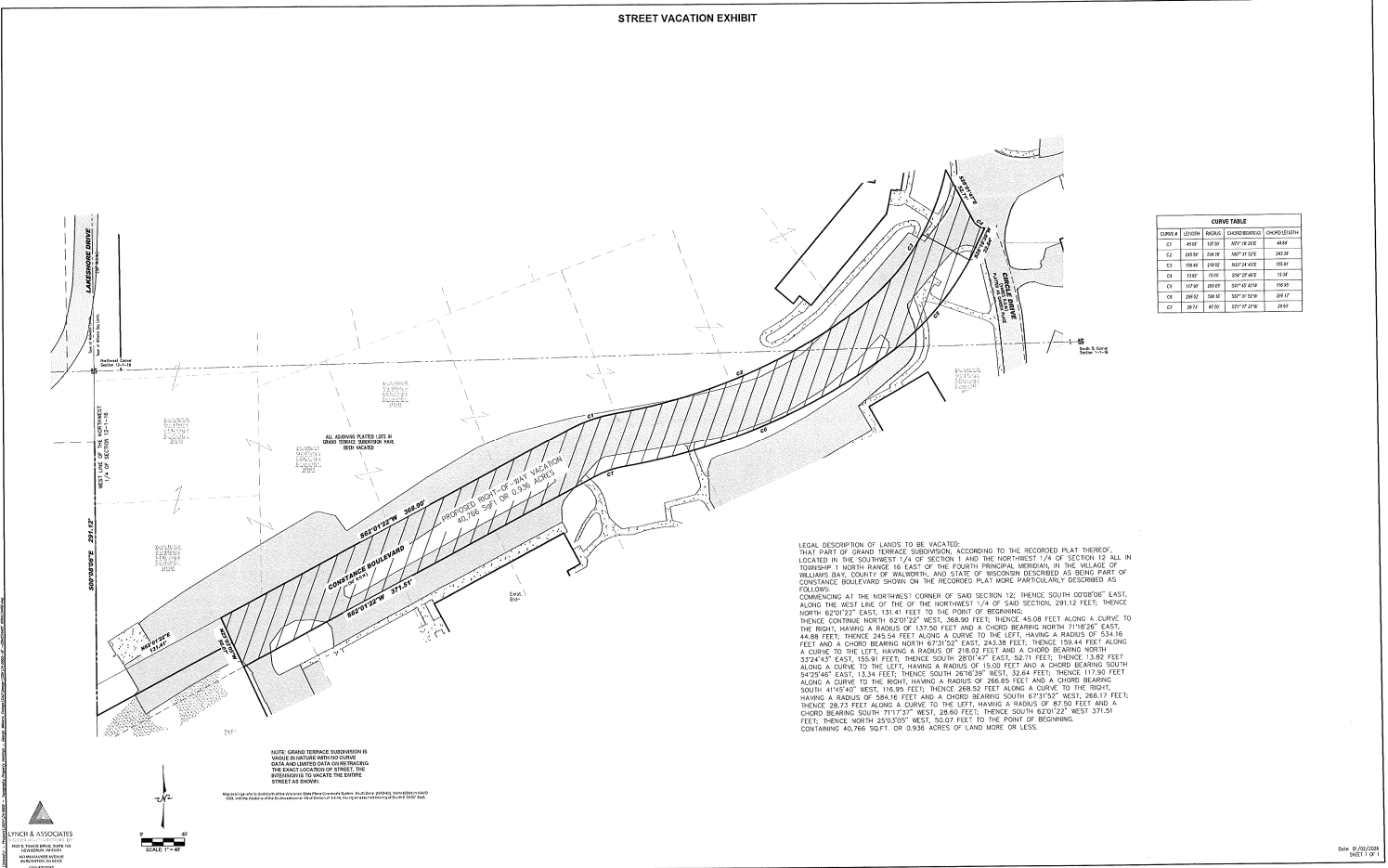
R.O.W. VACATION CURVE TABLE				
CURVE #	LEGEND	RANGE	CHORD RANGE	CHORD LENGTH
C1	40.56	137.50	0.01° 19' 25"E	44.88
C2	265.54	534.15	0.01° 19' 25"E	243.38
C3	95.80	218.00	0.01° 45' 26"E	95.52
C4	52.50	155.00	0.01° 50' 15"E	52.16
C5	9.86	15.00	233° 59' 54"E	9.67
C6	69.47	350.00	54° 59' 54"E	82.15
C7	53.24	400.00	30° 40' 47"E	83.18
C8	137.60	210.00	50° 05' 47"E	136.62
C9	16.90	150.00	51° 58' 25"W	159.45
C10	27.82	195.00	N55° 50' 47"E	27.87
C11	87.25	190.00	380° 51' 43"W	86.29
C12	68.64	60.00	330° 42' 22"W	66.54
C13	54.57	290.00	0.01° 17' 43"W	54.49
C14	22.60	15.00	N55° 35' 56"W	22.43

Way bearings refer to 245000th of the WGS84 State Plane Coordinate System, Zone 14, FIPS 4803, NAD83 datum. The bearing is measured clockwise from North. The bearing is measured from the center of the bearing to the center of the bearing.

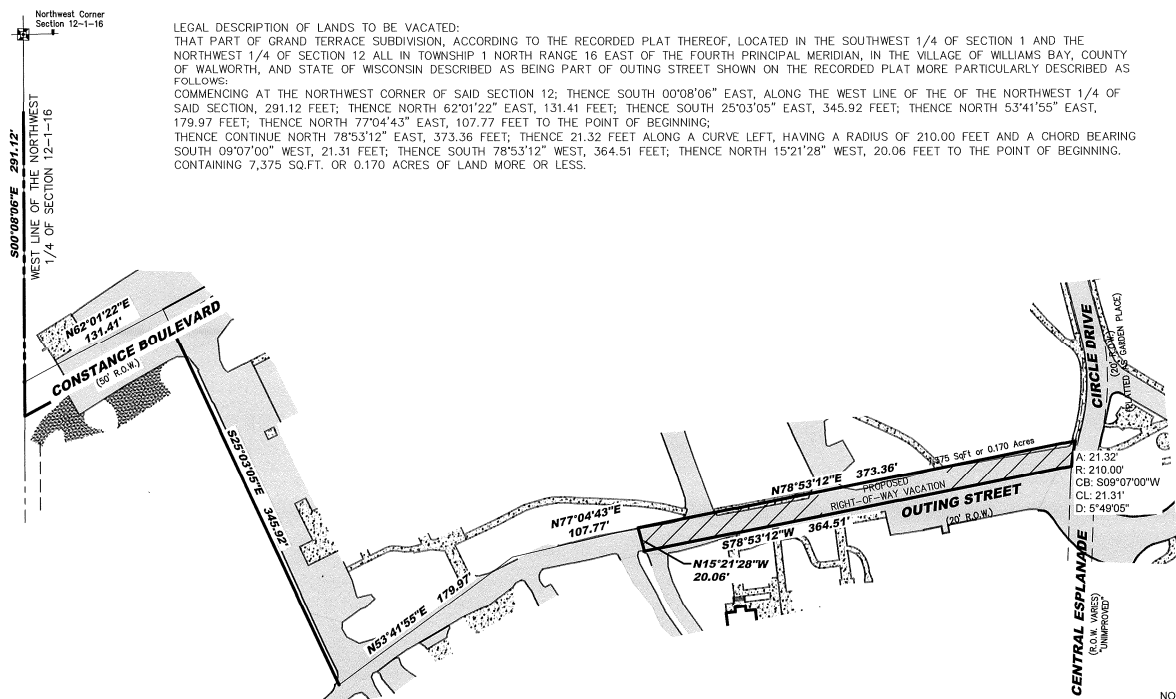
LYNCH & ASSOCIATES
SOLICITING CONSULTANTS, PC
500 S. FIDELITY DRIVE, SUITE 100
KANSAS CITY, MO 64101
KANSAS: 913-234-7777
MISSOURI: 816-234-7777
www.lyncpa.com

Date: 07/25/2008
SHEET 1 OF 1

STREET VACATION EXHIBIT

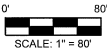


STREET VACATION EXHIBIT



LEGAL DESCRIPTION OF LANDS TO BE VACATED:
THAT PART OF GRAND TERRACE SUBDIVISION, ACCORDING TO THE RECORDED PLAT THEREOF, LOCATED IN THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 OF SECTION 12 ALL IN TOWNSHIP 1 NORTH RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF WILLIAMS BAY, COUNTY OF WALWORTH, AND STATE OF WISCONSIN DESCRIBED AS BEING PART OF OUTING STREET SHOWN ON THE RECORDED PLAT MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00°08'06" EAST, ALONG THE WEST LINE OF THE OF THE NORTHWEST 1/4 OF SAID SECTION, 291.12 FEET; THENCE NORTH 62°01'22" EAST, 131.41 FEET; THENCE SOUTH 25°03'05" EAST, 345.92 FEET; THENCE NORTH 53°41'55" EAST, 179.97 FEET; THENCE NORTH 77°04'43" EAST, 107.77 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 78°53'12" EAST, 373.36 FEET; THENCE 21.32 FEET ALONG A CURVE LEFT, HAVING A RADIUS OF 210.00 FEET AND A CHORD BEARING SOUTH 09°07'00" WEST, 21.31 FEET; THENCE SOUTH 78°53'12" WEST, 364.51 FEET; THENCE NORTH 15°21'28" WEST, 20.06 FEET TO THE POINT OF BEGINNING. CONTAINING 7,375 SQ.FT. OR 0.170 ACRES OF LAND MORE OR LESS.

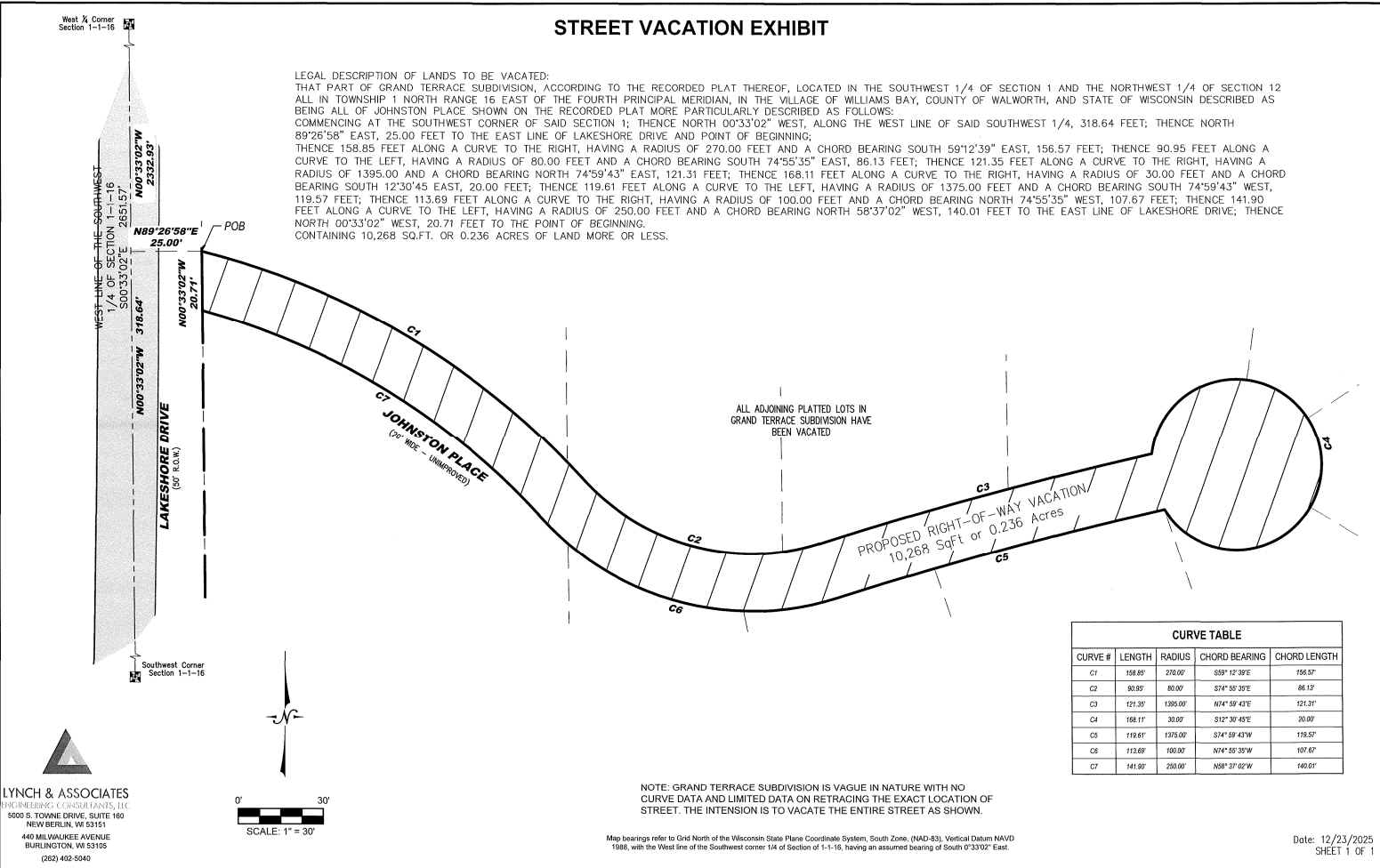
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BURLINGTON, WI 53105
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Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83). Vertical Datum NAVD 1988, with the West line of the Southwest corner 1/4 of Section of 1-1-16, having an assumed bearing of South 0°33'02" East.

NOTE: GRAND TERRACE SUBDIVISION IS VAGUE IN NATURE WITH NO CURVE DATA AND LIMITED DATA ON RETRACING THE EXACT LOCATION OF STREET. THE INTENSION IS TO VACATE THE ENTIRE STREET AS SHOWN.

Date: 12/23/2025
SHEET 1 OF 1





Planning Request Application

Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ **Site Plan** [§390.1206] - \$200.00 plus \$.04/sf floor area
- ☐ **Conditional Use Permit (CUP)** [§390.1207] - \$500.00
- ☐ **Certificate of Compliance** [§390.1211] - \$200.00
- ☐ **Temporary Use Permit** [§390.1208] - \$200.00
- ☐ **Preliminary Plat** - \$200.00 plus \$20.00 per lot
- ☒ **Certified Survey Map (CSM)** - \$200.00 plus \$20.00 per lot
- ☐ **Final Plat** - \$100.00 plus \$10.00 per lot
- ☐ **Planned Development Overlay (PDO)** [§390.0709] - \$500.00
- ☐ **Planned Development Amendment** - \$500.00
- ☐ **Zoning Text or Map Amendment** [§390.1204] - \$500.00
- ☐ **Project Concept Review** - \$200.00
- ☐ **Land Use Plan Amendment** - \$500.00
- ☐ **Interpretation** [§390.1216] - \$200.00
- ☐ **Appeal** [§390.1217] - \$500.00
- ☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: LAKESHORE DRIVE

Tax Parcel Number: WWUP 00220

Project or Development Name: The Preserve - 1 Lot CSM

Applicant

Name: Darrell Slomiany
Mailing Address: 111 S Wacker Dr Suite 4960
Chicago, IL 60606
eMail: dslomiany@topography.com
Phone: 312-833-1308

Owner of Site

Name: Williams Bay Property Co LLC
Mailing Address: 111 S Wacker Dr Suite 4960
Chicago, IL 60606
eMail: dslomiany@topography.com
Phone: 312-833-1308

Legal Representative

Name: Nick Egert
Mailing Address: 835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147
eMail: nick@egertlawfirm.com
Phone: 262-248-6600

Architect, Engineer, Contractor

Name: Timothy C. Lynch, PE
Mailing Address: 440 Milwaukee Ave
Burlington, WI 53105
eMail: tlynch@lynch-engineering.com
Phone: 262-402-5034

Legal Description of Site (Attach separate sheet if additional space is needed):

Included as Sheet 1 of the Certified Survey Map

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: P&I

Current Overlay Districts of Site: PDO

Proposed Zoning of Site: PDO

Proposed type of structure of use: See final development plan narrative documentation for type of structure of use.

Proposed use of structure or site: See final development plan narrative documentation for proposed use of structure.

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

See final development plan narrative documentation use of property, sizes, locations, type of operations and overall use for the development.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

See final development plan narrative documentation conformance with the Village Comprehensive plan.

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

See final development plan for exhibit showing existing and proposed use for all properties surrounding the development.

Print Applicant's Name: Darrell Slomiany **Date:** 01/05/26

Signature of Applicant: 

CERTIFIED SURVEY MAP NO. _____

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

<u>OWNER/SUBDIVIDER:</u> Williams Bay Property Co, LLC 111 S Wacker Dr. Suite 4960 Chicago, IL 60606	<u>SURVEYOR:</u> RITCHIE P. WENZEL 5000 S. Towne Dr. Suite 160 NEW BERLIN, WI 53151 Phone: (262) 402-5040 Email:rwenzel@lynch-engineering.com Job #24.0005 - CSM A
---	--

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

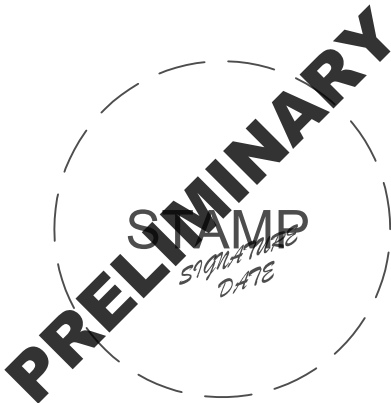
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING;
THENCE SOUTH 88°40'29" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1336.03 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH 00°29'09" WEST, ALONG SAID WEST LINE, 1325.14 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88°38'46" EAST, ALONG SAID NORTH LINE, 1334.54 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00°33'02" EAST, ALONG SAID EAST LINE, 1325.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

THE GROSS AREA OF SAID PARCEL CONTAINS 1,769,688 SQUARE FEET OR 40.63 ACRES OF LAND, MORE OR LESS.

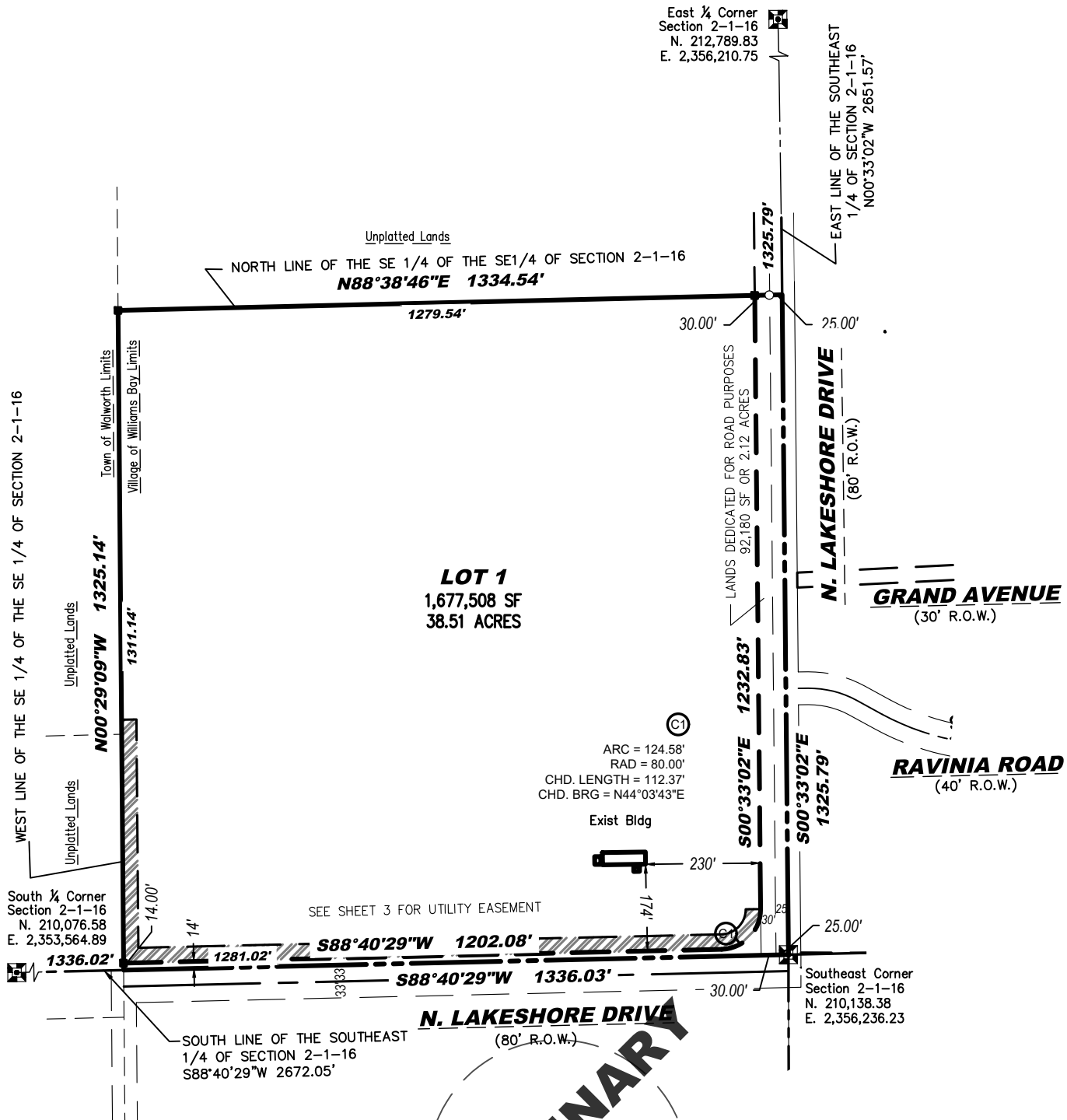
THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF **REPRESENTATIVE;** REPRESENTATIVE OF WILLIAMS BAY PROPOERTY CO, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF WALWORTH COUNTY AND THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____, 20 _____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027



CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



NOTES:
THE PURPOSE OF THIS CSM IS FOR ROAD DEDICATION
AND CREATION OF A UTILITY EASEMENT. A
STORMWATER MANAGEMENT PLAN WILL BE REQUIRED
FOR ANY DEVELOPMENT OR CONSTRUCTION THAT
EXCEEDS 20,000 SQUARE FEET IN IMPERVIOUS
SURFACE SEPARATELY OR IN AGGREGATE WITHIN 5
YEARS OF THE DATE OF THIS MAP. ALL STATE,
COUNTY, AND MUNICIPAL STORM WATER
REQUIREMENTS SHALL BE FOLLOWED.

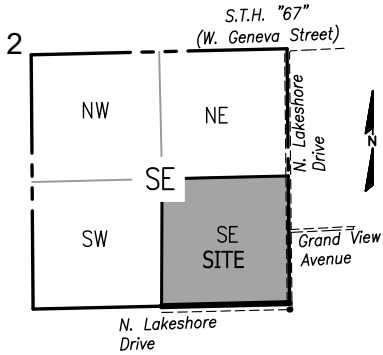
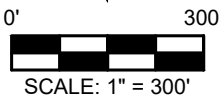


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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Legend:

- Found Concrete Monument w/ Brass Cap
- Found 3/4" Iron Rod
- Found 1" Iron Pipe
- Set 3/4"x18" Iron Rod Weighing 1.18 lbs/Ft

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD 1988, with the East line of the Southeast 1/4 of Section of 2-1-16, having an assumed bearing of South 0°33'02" East.

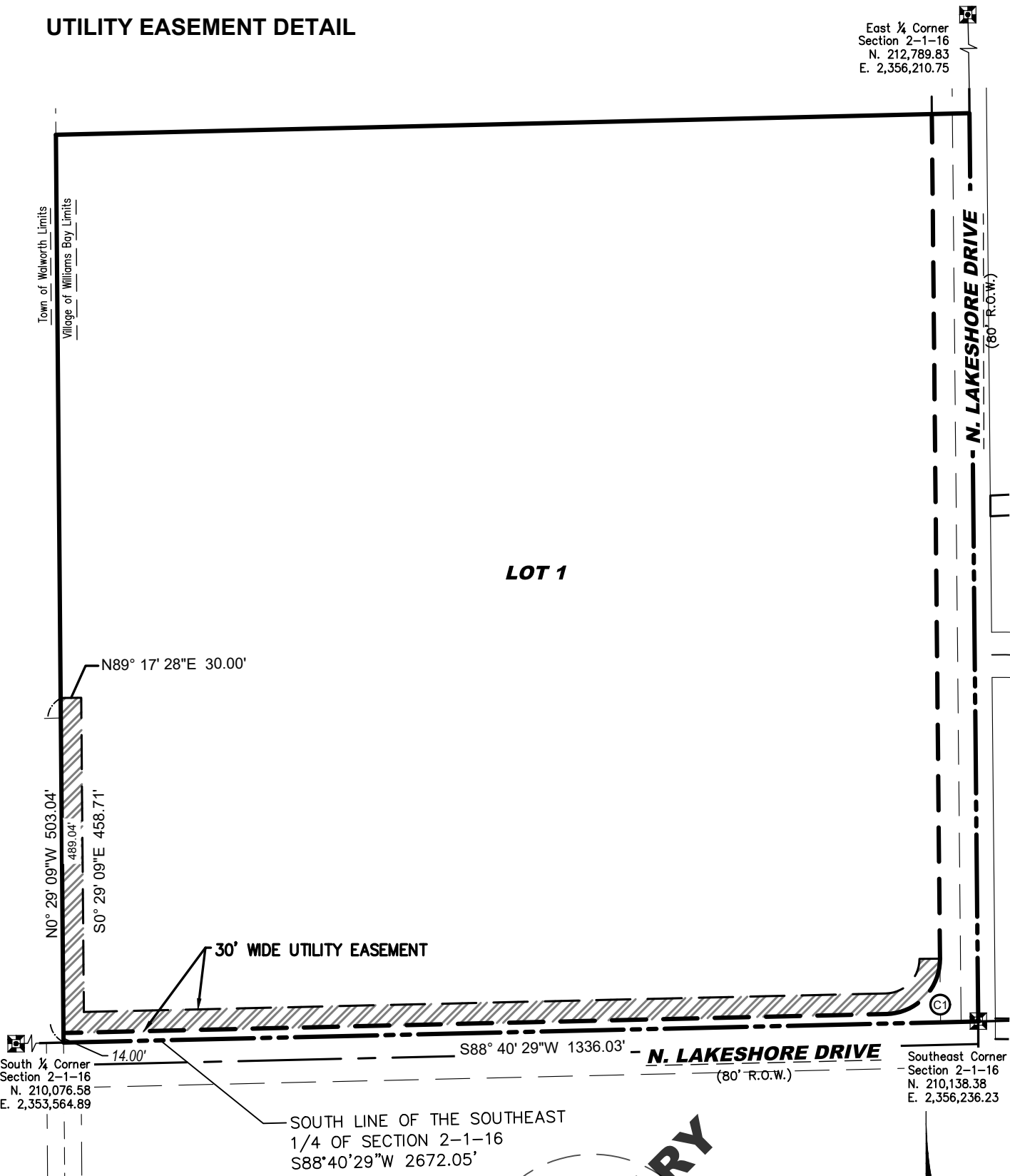


VICINITY MAP
SE 1/4 Section 2-1-16
NOT TO SCALE

Date: 1/5/2026
SHEET 2 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

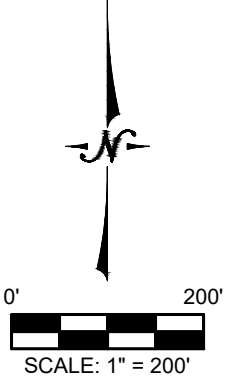
UTILITY EASEMENT DETAIL




LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD 1988, with the East line of the Southeast 1/4 of Section of 2-1-16, having an assumed bearing of South 0°33'02" East.

PRELIMINARY
STAMP
SIGNATURE
DATE



Date: 1/5/2026
SHEET 3 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

ENTITY OWNER'S CERTIFICATE:

WILLIAMS BAY PROPERTY CO LLC, an entity duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said entity caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. WILLIAMS BAY PROPERTY CO LLC, does also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object: Village of Williams Bay

This _____ day of _____, 20_____.
_____, Representative, Williams Bay Property Co, LLC

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, _____
_____ of the above named entity, to me known as the person(s) who executed the foregoing instrument, and to me known to be the representative of Williams Bay Property Co, LLC, and acknowledged that they executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____

CONSENT OF ENTITY MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing, and mapping of the land described on this Certified Survey Map, and does hereby consent to the above Entry Owners Certificate of Williams Bay Property Co, LLC.

In Witness of, Old Second National Bank, has caused these presents to be signed by {First Name _____ Last Name _____}, its {Title _____}, and {First Name _____ Last Name _____} its {Title _____} in the {City, Village or Town} of {City _____}, {State _____}, this _____ day of _____, 20_____. .

In the presence of:
Old Second National Bank

{Print - First Name Last Name} {Title} {Signature}

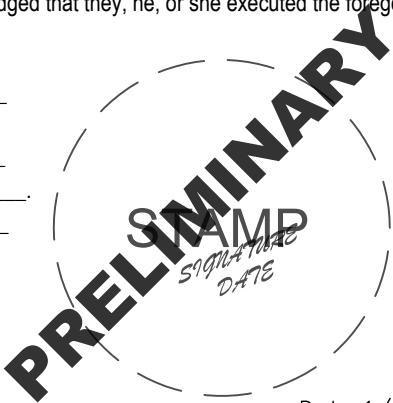
{Print - First Name Last Name} {Title} {Signature}

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, {First Name _____ Last Name _____} {Title _____} and {First Name _____ Last Name _____} {Title _____} of the above named entity, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the {Title _____ and Title _____ respectively} of the entity, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

{Signature}
Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



CERTIFIED SURVEY MAP NO. _____
 THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
 MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____ Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

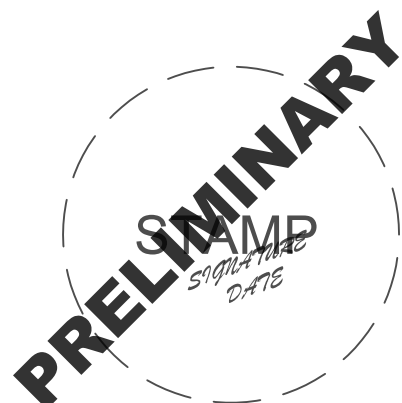
Approved as of the day of _____, 20_____.

_____, Chairman

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____ Date: _____
Tina Kolls, Village Clerk



Date: 1/5/2026
SHEET 5 OF 5



Planning Request Application Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ **Site Plan** [§390.1206] - \$200.00 plus \$.04/sf floor area
☐ **Conditional Use Permit (CUP)** [§390.1207] - \$500.00
☐ **Certificate of Compliance** [§390.1211] - \$200.00
☐ **Temporary Use Permit** [§390.1208] - \$200.00
☐ **Preliminary Plat** - \$200.00 plus \$20.00 per lot
☒ **Certified Survey Map (CSM)** - \$200.00 plus \$20.00 per lot
☐ **Final Plat** - \$100.00 plus \$10.00 per lot
☐ **Planned Development Overlay (PDO)** [§390.0709] - \$500.00
☐ **Planned Development Amendment** - \$500.00
☐ **Zoning Text or Map Amendment** [§390.1204] - \$500.00
☐ **Project Concept Review** - \$200.00
☐ **Land Use Plan Amendment** - \$500.00
☐ **Interpretation** [§390.1216] - \$200.00
☐ **Appeal** [§390.1217] - \$500.00
☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site:

13 OUTING ST , 14 OUTING ST, 15 OUTING ST, 350 CONSTANCE
BLVD, 433 GRAND VIEW AVE, 445 GRAND VIEW AVE

Tax Parcel Number:

WWUP 00011, WGT 00009, & WA499800002

Project or Development Name:

The Preserve - 4 Lot CSM

Applicant

Name: Darrell Slomiany
Mailing Address: 111 S Wacker Dr Suite 4960
Chicago, IL 60606
eMail: dslomiany@topography.com
Phone: 312-833-1308

Owner of Site

Name: Williams Bay Property Co LLC
Mailing Address: 111 S Wacker Dr Suite 4960
Chicago, IL 60606
eMail: dslomiany@topography.com
Phone: 312-833-1308

Legal Representative

Name: Nick Egert
Mailing Address: 835 Geneva Parkway North, Suite 1
Lake Geneva, WI 53147
eMail: nick@egertlawfirm.com
Phone: 262-248-6600

Architect, Engineer, Contractor

Name: Timothy C. Lynch, PE
Mailing Address: 440 Milwaukee Ave
Burlington, WI 53105
eMail: tlynch@lynch-engineering.com
Phone: 262-402-5034

Legal Description of Site (Attach separate sheet if additional space is needed):

Included as Sheet 1 of the Certified Survey Map

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: P&I

Current Overlay Districts of Site: PDO

Proposed Zoning of Site: PDO

Proposed type of structure of use: See final development plan narrative documentation for type of structure of use.

Proposed use of structure or site: See final development plan narrative documentation for proposed use of structure.

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

See final development plan narrative documentation use of property, sizes, locations, type of operations and overall use for the development.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

See final development plan narrative documentation conformance with the Village Comprehensive plan.

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

See final development plan for exhibit showing existing and proposed use for all properties surrounding the development.

Print Applicant's Name: Darrell Slomiany

Date: 01/05/26

Signature of Applicant:



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION,
VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF
CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE
OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT
NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND
SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST
1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN,
VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/ SUBDIVIDER:
WILLIAMS BAY PROPERTY CO, LLC
111S Wacker Dr Suite 4960
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - 4 LOT CSM

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A LOCATED IN
BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN
GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998,
RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN
WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4,
SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE
NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN
TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF
WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN, NOW BEING BOUND AND DESCRIBED AS
FOLLOWS:

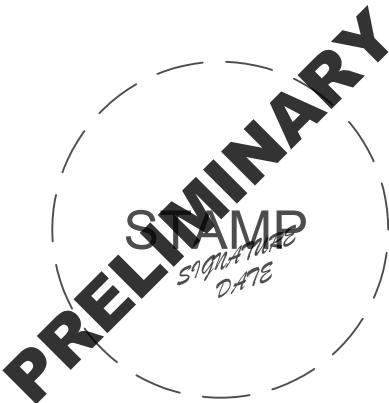
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 1; THENCE
NORTH 88°39'52" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION,
25.00 FEET TO THE EAST RIGHT OF WAY OF NORTH LAKESHORE DRIVE AND THE POINT OF
BEGINNING.

THENCE NORTH 0°33'02" WEST, ALONG SAID EAST LINE, 2612.16 FEET; THENCE NORTH
42°53'27" EAST, 21.81 FEET TO THE SOUTH RIGHT OF WAY LINE OF WEST GENEVA STREET;
THENCE NORTH 87°14'37" EAST ALONG SAID SOUTH LINE, 170.37 FEET TO THE NORTHWEST
CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 1198; THENCE SOUTH 00°30'25" EAST, 252.00
FEET; THENCE SOUTH 43°39'25" EAST, 66.58 FEET; THENCE SOUTH 70°44'38" EAST, 79.82 FEET;
THENCE NORTH 00°29'43" WEST, 30.02 FEET; THENCE NORTH 87°10'47" EAST, 15.01 FEET;
THENCE SOUTH 00°29'43" EAST, 351.76 FEET; THENCE NORTH 87°20'12" EAST, 360.01 FEET;
THENCE SOUTH 00°29'43" EAST, 590.75 FEET; THENCE SOUTH 87°12'17" WEST, 15.00 FEET;
THENCE SOUTH 00°29'43" EAST ALONG THE WEST LINE OF LOT 1 OF CERTIFIED SURVEY MAP
NO. 5185, 630.01 FEET; THENCE SOUTH 87°13'55" WEST ALONG THE NORTH LINE OF GRAND
AVENUE EXTENDED, 223.97 FEET; THENCE SOUTH 00°31'05" EAST ALONG THE WEST LINE OF
LOT 1 OF CERTIFIED SURVEY MAP NO. 4938 EXTENDED, 156.15 FEET; THENCE NORTH 87°13'55"
EAST, ALONG SAID LOT 1, 14.00 FEET; THENCE SOUTH 00°31'05" EAST, ALONG SAID LOT 1,
162.45 FEET TO THE NORTH LINE OF RAVINIA ROAD; THENCE 332.82 FEET ALONG AN ARC,
BEING THE BOUNDARY BETWEEN SAID LOT 1 AND RAVINIA ROAD, WITH A RADIUS POINT TO
THE SOUTHWEST, A RADIUS OF 400.00 FEET, AND A CHORD BEARING SOUTH 67°30'16" EAST,
323.30 FEET; THENCE NORTH 45°31'52" ALONG SAID LOT 1, 195.20 FEET TO A CORNER OF LOT 1
OF CERTIFIED SURVEY MAP NO. 5185; THENCE SOUTH 50°37'59" EAST, ALONG SAID LOT 1,
223.09 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CONSTANCE BLVD; THENCE
SOUTH 77°34'35" EAST, 78.87 FEET TO THE EAST CORNER OF OUTLOT 1 OF CERTIFIED SURVEY
MAP NO. 4998; THENCE NORTH 63°04'56" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF
CONSTANCE BLVD AND THE NORTH LINE OF SAID OUTLOT 1, 105.01 FEET;

SURVEYOR'S CERTIFICATE CONTINUED ON SHEET 2



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 1/5/2026
SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED:

THENCE SOUTH 13°51'07" EAST, ALONG THE EAST LINE OF SAID OUTLOT 1, 39.12 FEET; THENCE NORTH 76°09'09" EAST ALONG SAID CSM NO. 4998, 185.11 FEET; THENCE SOUTH 00°27'11" EAST ALONG SAID CSM NO 4998, 695.29 FEET TO A MEANDER LINE WHICH LIES 18.7 FEET MORE OR LESS NORTH 00°27'19" WEST OF THE SHORE OF GENEVA LAKE; THENCE SOUTH 60°16'21" WEST, ALONG SAID MEANDER LINE, 790.34 FEET TO A POINT THAT IS 21.3 FEET MORE OR LESS NORTH 29°30'05" WEST OF THE SHORE OF GENEVA LAKE; THENCE NORTH 29°30'05" WEST, 177.39 FEET; THENCE SOUTH 60°29'55" WEST, 15.75 FEET; THENCE NORTH 47°57'47" WEST, 45.00 FEET; THENCE SOUTH 60°29'55" WEST, 40 FEET TO THE EAST LINE OF LOT 8 IN GRAND TERRACE SUBDIVISION; THENCE NORTH 29°30'05" WEST, ALONG SAID EAST LINE, 154.25 FEET TO THE SOUTH RIGHT OF WAY LINE OF OUTING STREET; THENCE NORTH 15°21'28" WEST, 20.06 FEET TO THE NORTH RIGHT OF WAY LINE OF OUTING STREET; THENCE SOUTH 77°04'43" WEST ALONG SAID NORTH LINE, 107.77 FEET; THENCE SOUTH 53°41'55" WEST ALONG SAID NORTH LINE, 179.97 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NO. 4226; THENCE NORTH 25°03'05" WEST ALONG THE EAST LINE OF SAID LOT 1 EXTENDED, 320.88 FEET TO THE NORTH RIGHT OF WAY LINE OF CONSTANCE AVENUE; THENCE SOUTH 62°01'22" WEST, ALONG SAID NORTH LINE 143.34 FEET TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12; THENCE NORTH 0°08'06" WEST ALONG SAID WEST LINE, 253.37 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH LAKESHORE DRIVE; THENCE NORTH 88°39'51" EAST, ALONG SAID SOUTH LINE, 25.01 FEET TO THE SOUTHEAST CORNER OF NORTH LAKESHORE DRIVE; THENCE NORTH 0°08'16" WEST, ALONG THE EAST LINE OF SAID NORTH LAKESHORE DRIVE, 66.01 FEET TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 1 AND TO THE POINT OF BEGINNING. INCLUSIVE OF LANDS LYING BETWEEN SAID MEANDER LINE AND THE SHORE OF GENEVA LAKE BY THE EXTENSION OF PROPERTY LINES. EXCLUSIVE OF RIGHT OF WAY FOR THE PUBLIC FOR RAVINIA ROAD AND CONSTANCE BOULEVARD.

THE GROSS AREA OF SAID PARCEL CONTAINS 2,380,550 SQUARE FEET OR 54.65 ACRES OF LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF WILLIAMS BAY PROPERTY CO, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING SAME.

DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027


LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

PRELIMINARY
STAMP
SIGNATURE
DATE

Legend: _____

-  Found Concrete Monument (unless noted otherwise)
-  Found 1" Iron Pipe
-  Found Iron Rod
-  Found PK Nail
-  Found Chiseled Cross
-  Set Chiseled Cross
-  Set 3/4"x18" Iron Rod Weighing 1.18 lbs/Ft
-  Set PK Nail in Pavement
-  Existing Building
-  Existing Building to be razed

Date: 1/5/2026
SHEET 2 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

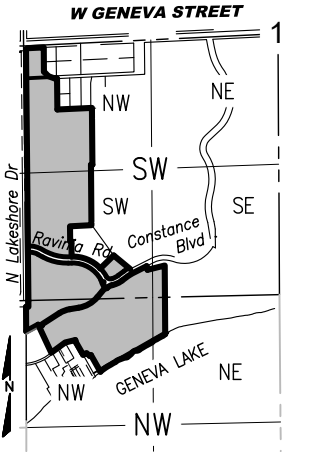
West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cap

INITIAL Tax Key Nos. WWUP 00011, WGT
00009, WA499800002

W GENEVA STREET

THIS CERTIFIED SURVEY MAP IS TO
REMAIN PRELIMINARY AND IS
DEPENDANT ON SEVERAL PENDING
RIGHT OF WAY VACATIONS.

- Table of Details:
- SHEET 4 - LOT 1
 - SHEET 5 - LOT 2
 - SHEET 6 - LOT 3
 - SHEET 7 - LOT 4
 - SHEET 8 - RAVINIA ROAD
 - SHEET 9 - ACCESS EASEMENT
ALONG VACATED CONSTANCE
 - SHEET 10 - UTILITY & ACCESS
EASEMENTS
 - SHEET 11 - SURVEYOR'S NOTES
LINE & CURVE TABLES
 - SHEET 12 - OWNER'S CERTIFICATE
 - SHEET 13 - APPROVALS SHEET



12
VICINITY MAP
SW 1/4 Section 1-1-16
N 1/2 NW 1/4 Section 12-1-16
SCALE: 1" = 2000'

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12
N. 33°02'W 2651.60'

LOT 1
1,104,626 SqFt
25.36 ACRES

Lot 1
CSM #5185

LOT 3
38,686 SqFt
0.89 ACRES

Lot 1
CSM #4938

LOT 2
405,929 SqFt
9.32 ACRES

Lot 1
CSM #4998

N88°39'52"E 2640.83'
SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-12

NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23

LOT 4
790,946 SqFt
18.16 ACRES

Lot 1
CSM #4226

GENEVA LAKE

0' 400'
SCALE: 1" = 400'

South 1/4 Corner
Section 1-1-16
N. 210,199.94
E. 2,358,876.35

PRELIMINARY
SIGNATURE
DATE



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC

5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151

440 MILWAUKEE AVENUE
BURLINGTON, WI 53105

(262) 402-5040

Notes:
Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.
APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

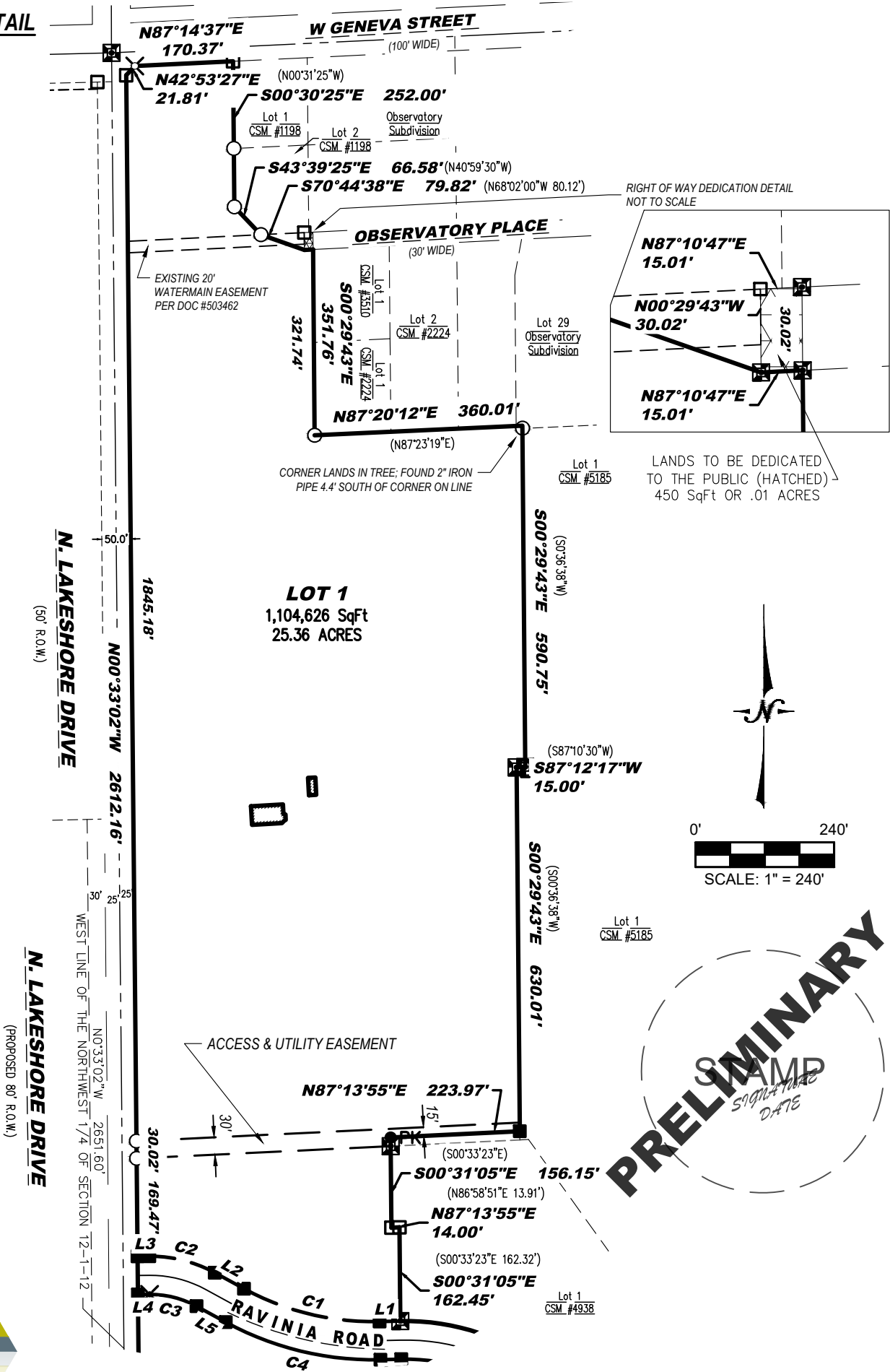
"ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION."

Date: 1/5/2026
SHEET 3 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 1 DETAIL

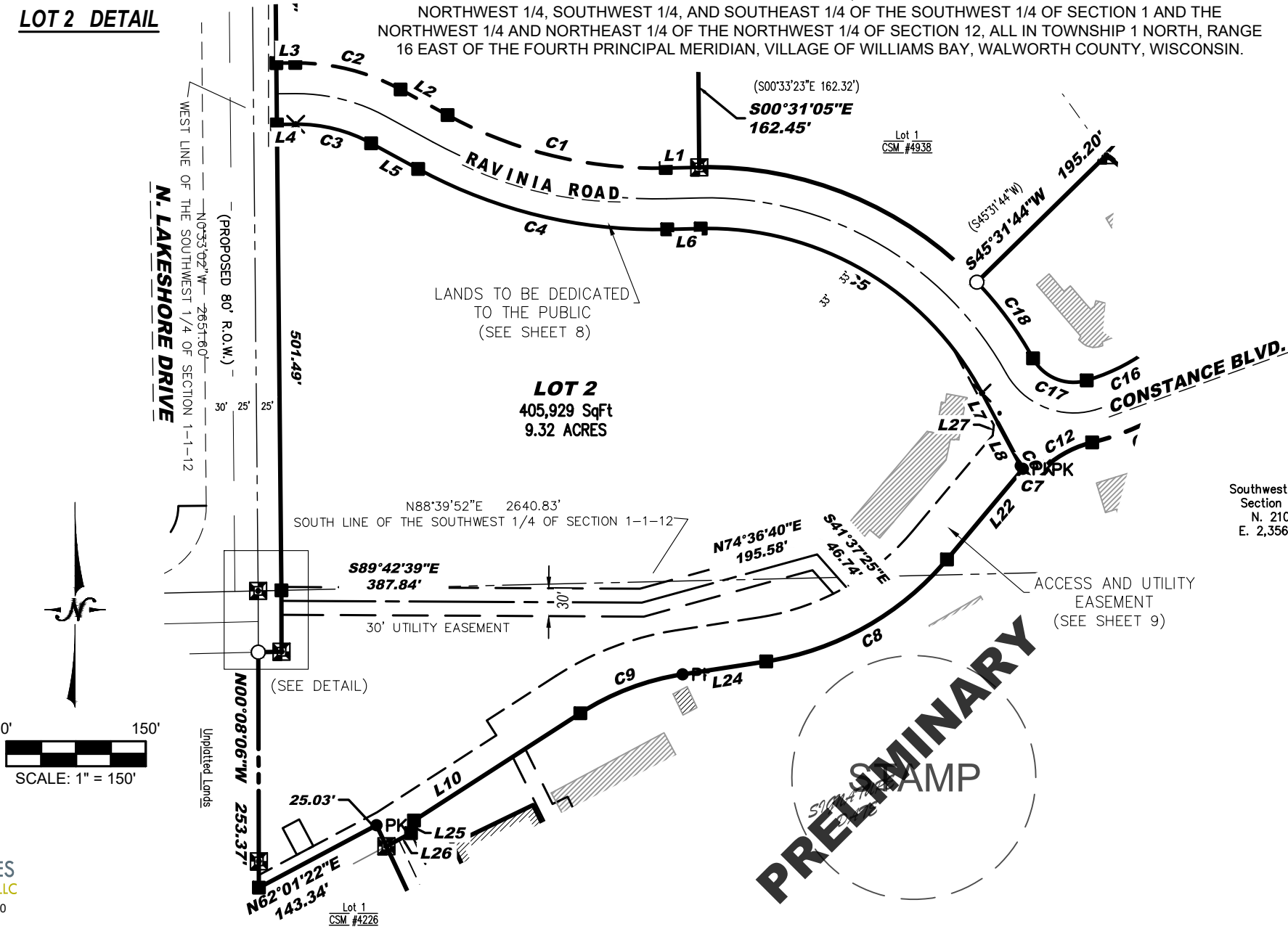


PRELIMINARY
SIGNATURE
DATE

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

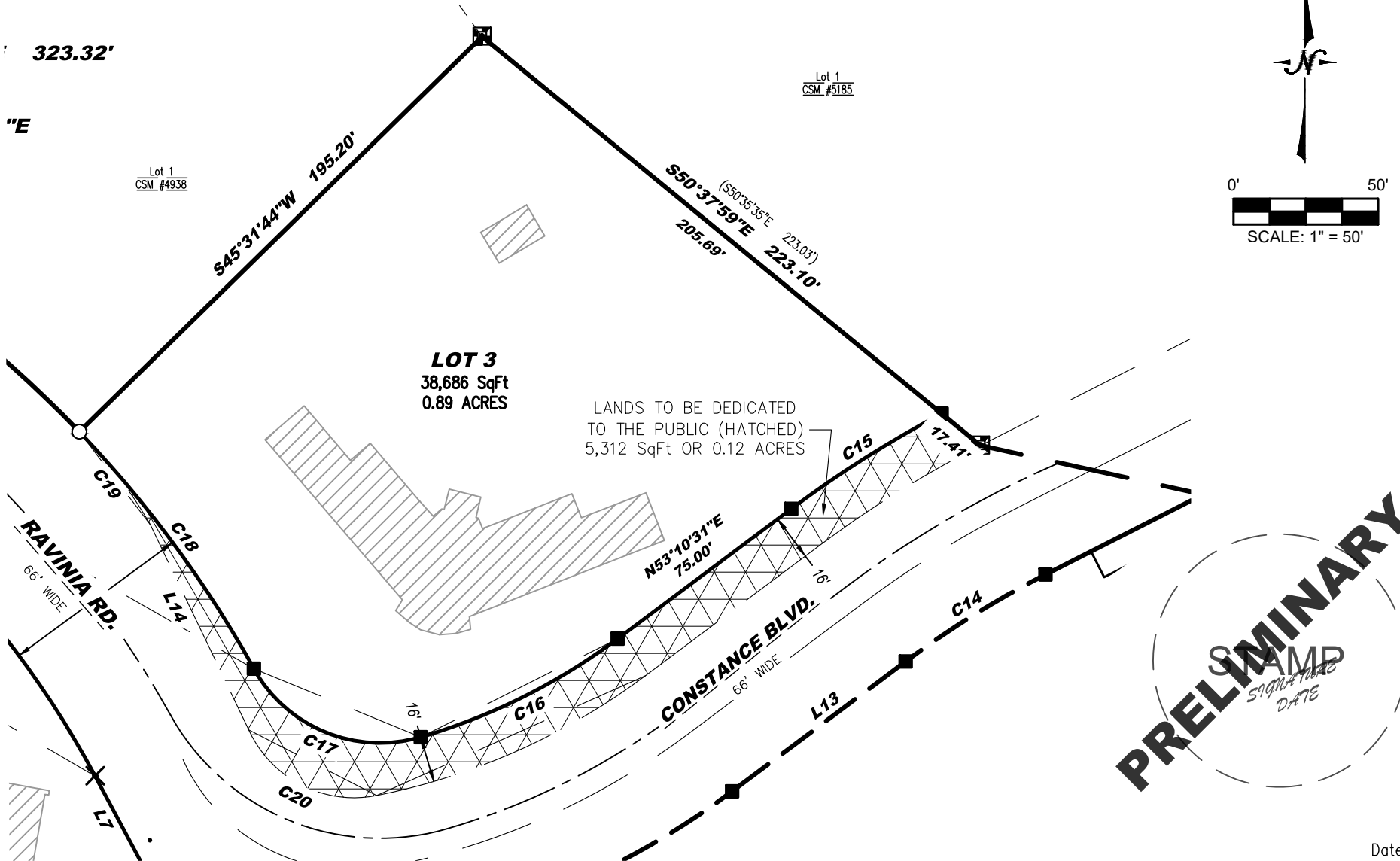
LOT 2 DETAIL



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 3 DETAIL



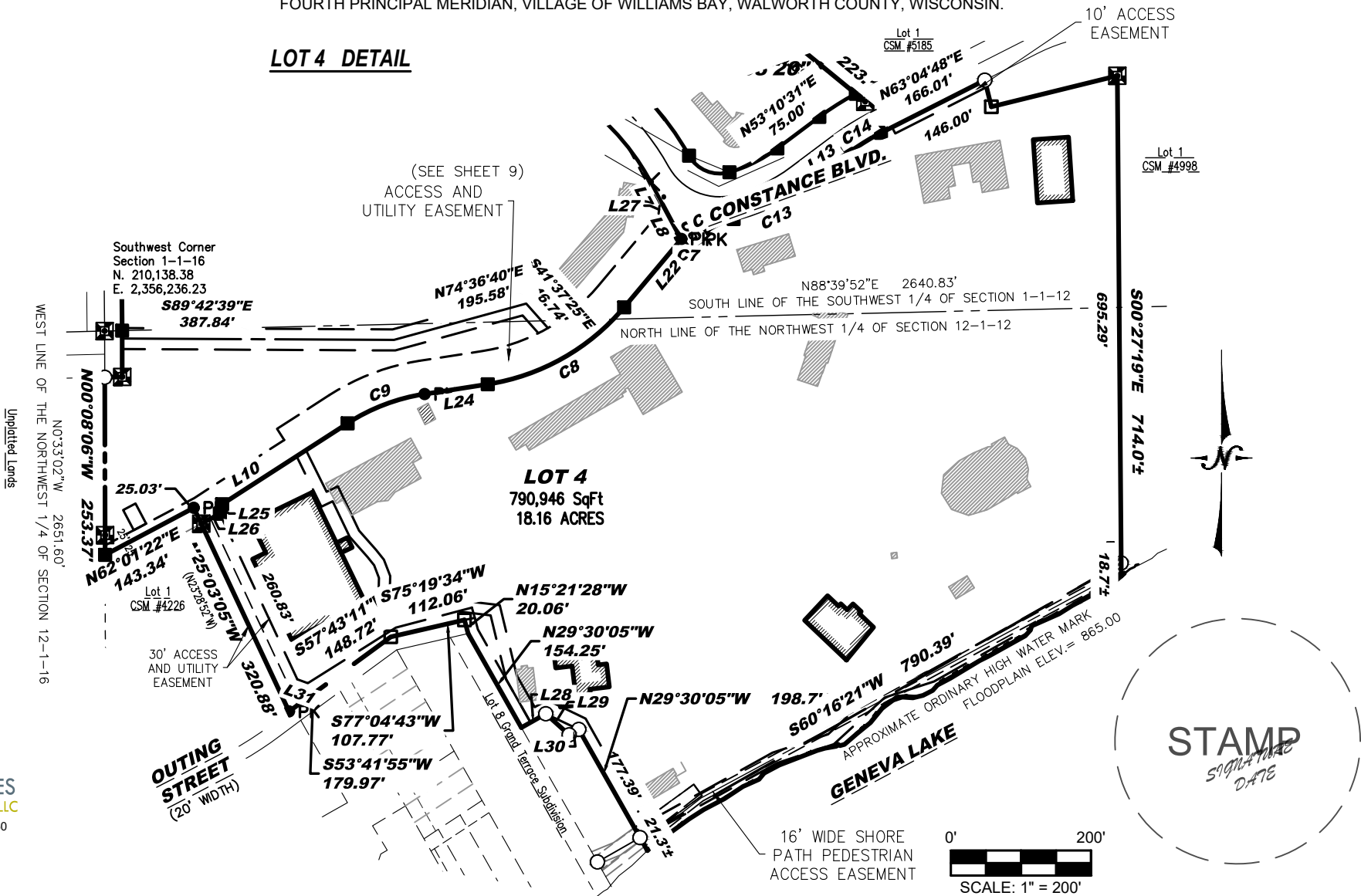

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

PRELIMINARY
STAMP
SIGNATURE
DATE

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 4 DETAIL



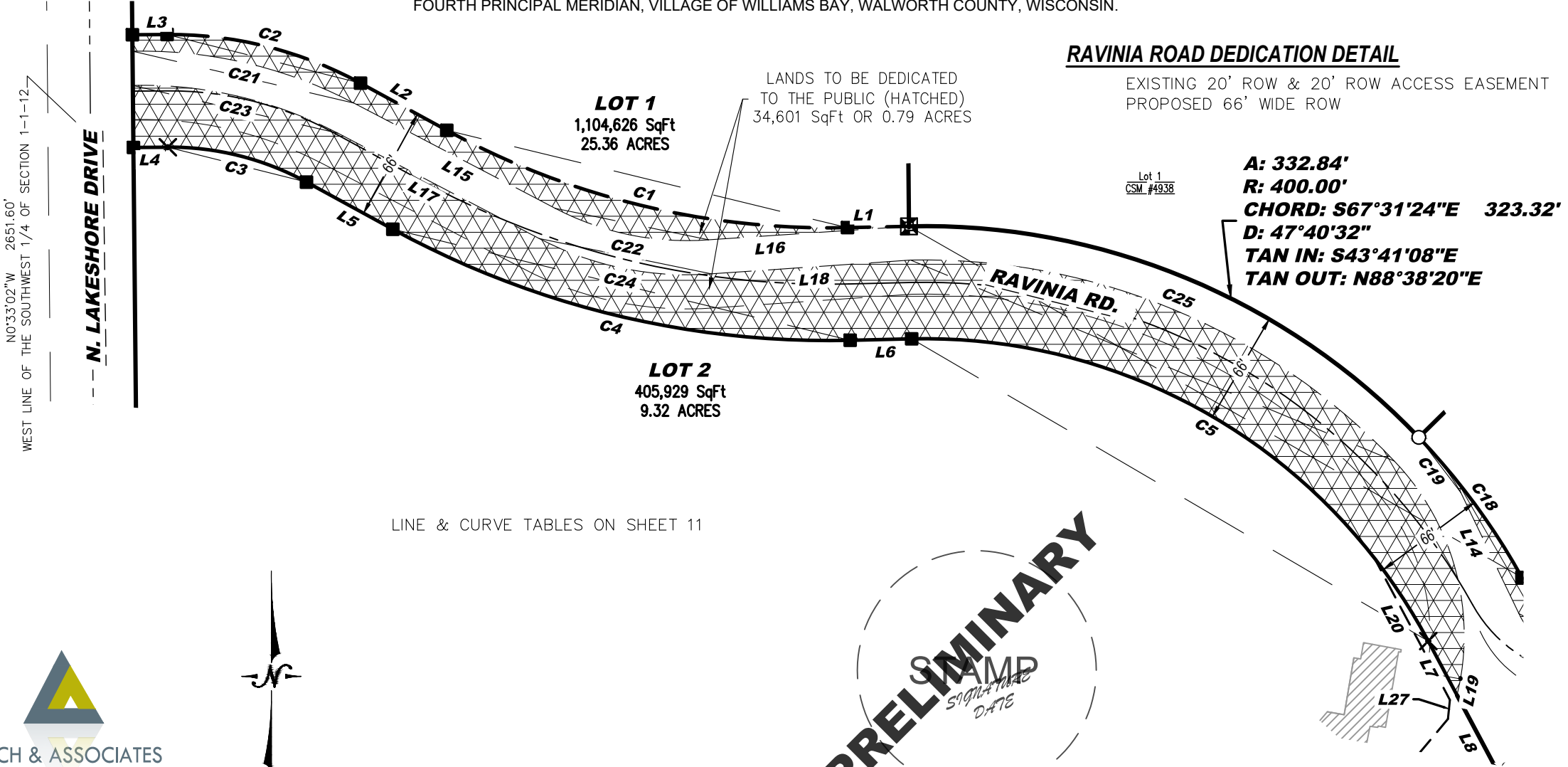
LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
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STAMP
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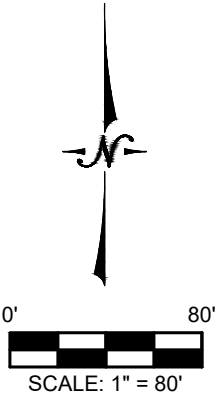
Date: 1/5/2026
SHEET 7 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



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NEW BERLIN, WI 53151
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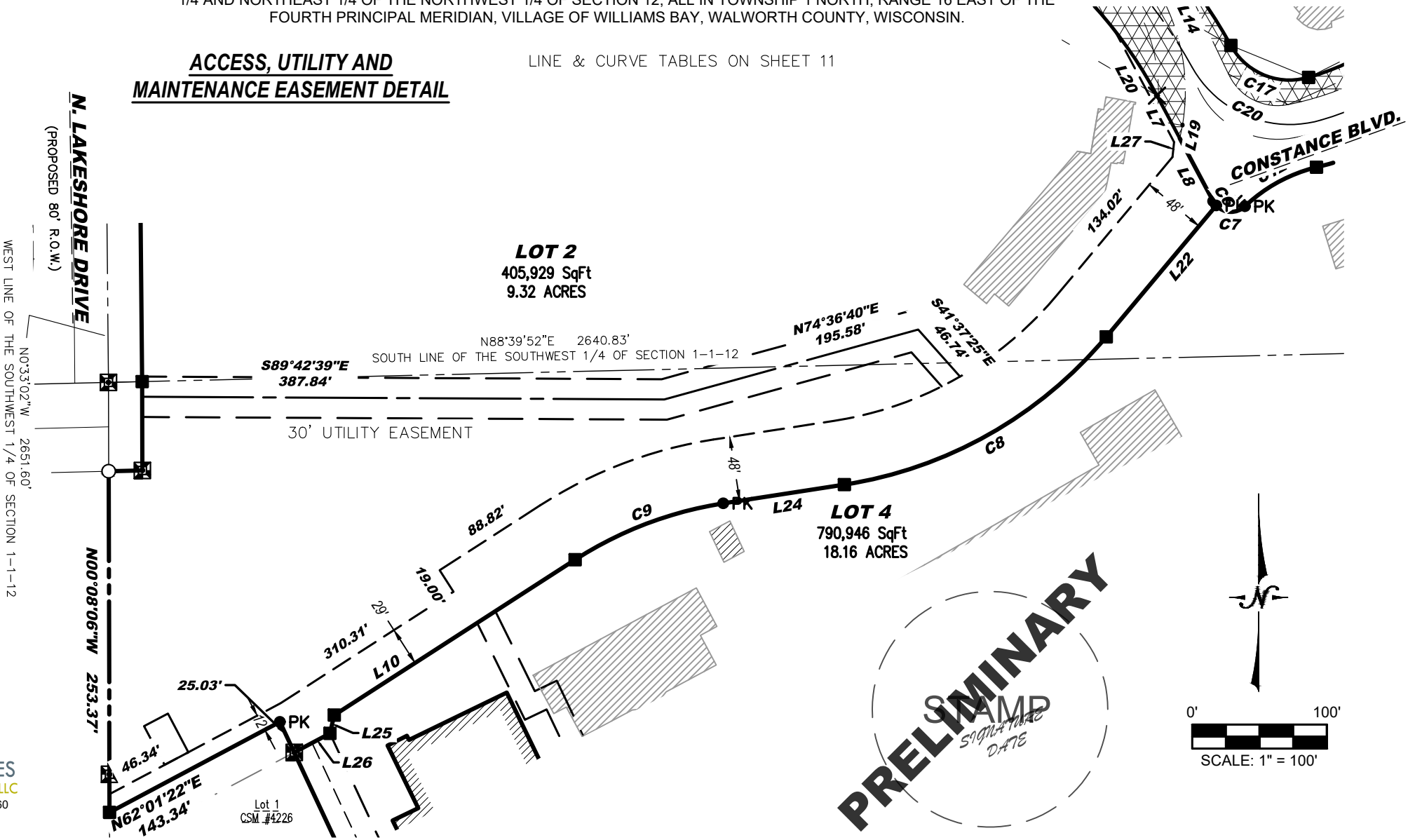
PRELIMINARY
STAMP
SIGNATURE
DATE

CERTIFIED SURVEY MAP NO. _____

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**ACCESS, UTILITY AND
MAINTENANCE EASEMENT DETAIL**

LINE & CURVE TABLES ON SHEET 11



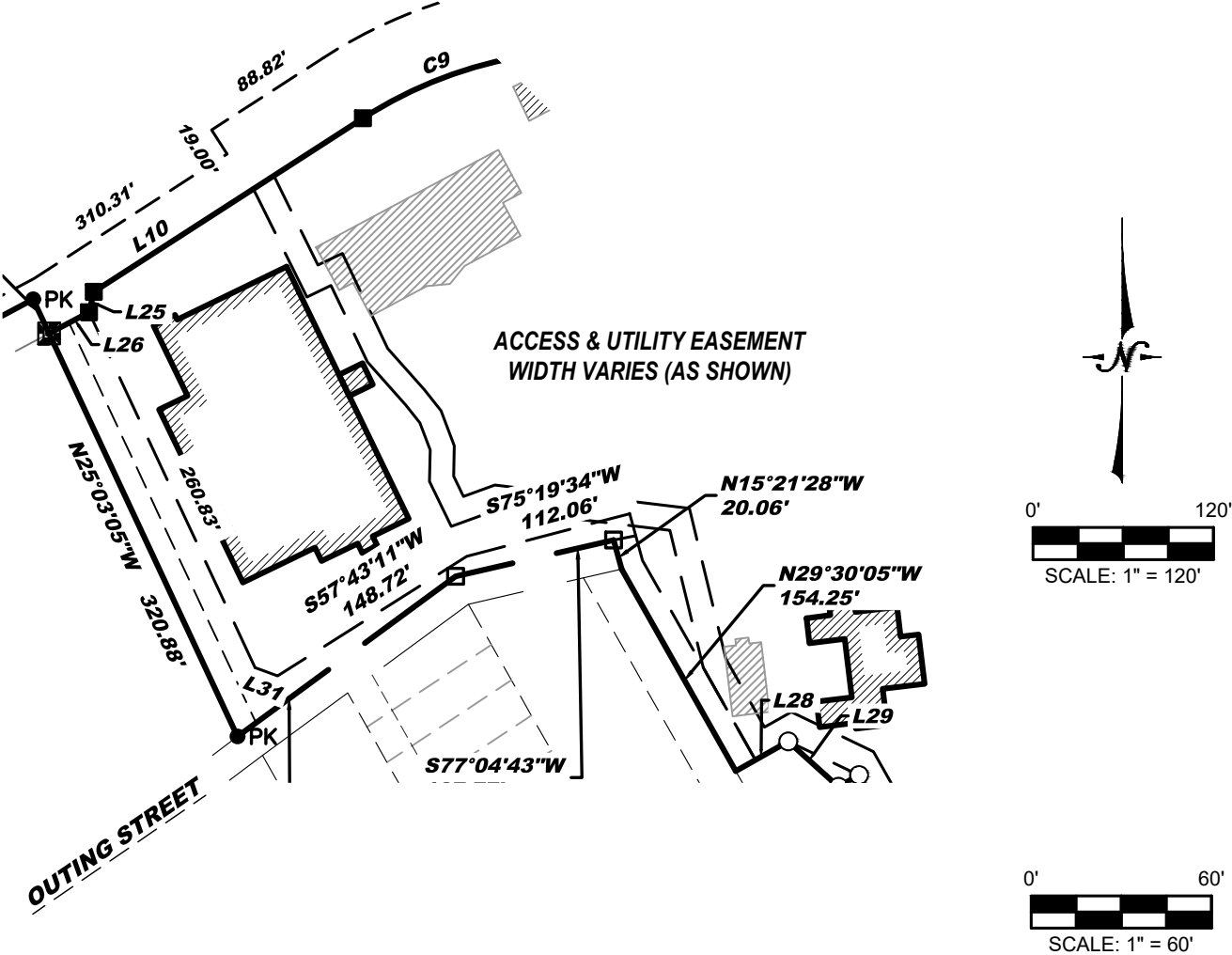

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 9 OF 13

CERTIFIED SURVEY MAP NO. _____

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EASEMENT DETAIL PART A

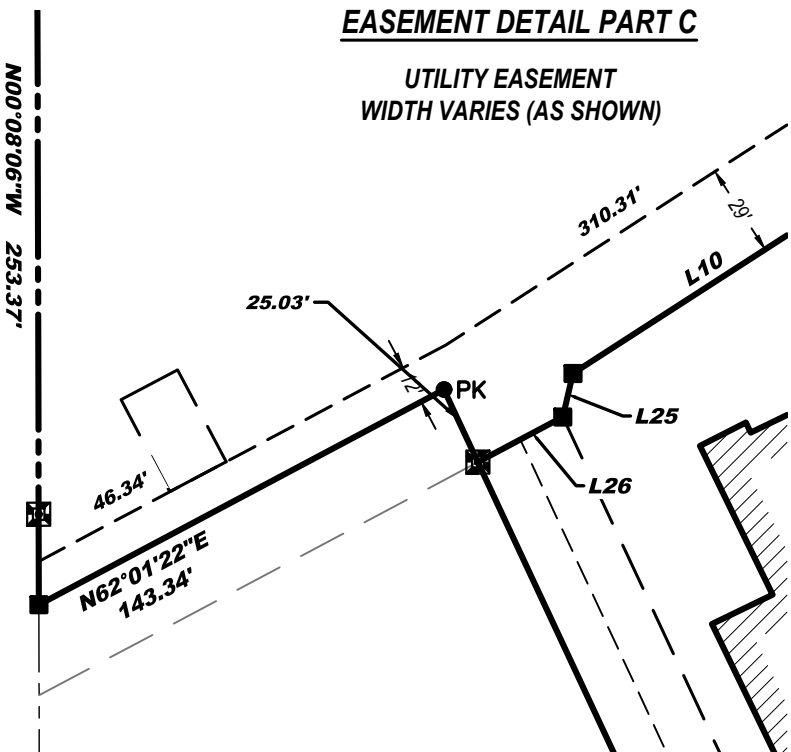


PRELIMINARY
SWAMP
SIGNATURE
DATE

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

EASEMENT DETAIL PART C

UTILITY EASEMENT
WIDTH VARIES (AS SHOWN)



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

CURVE & LINE TABLES

CURVE TABLE						
CURVE #	LENGTH	RADIUS	CHORD	DELTA	BEARING IN	BEARING OUT
C1	244.37'	467.00'	S76° 21' 32"E 241.59'	029°58'53"	S61°22'05"E	N88°39'02"E
C2	118.11'	233.00'	N75° 53' 24"W 116.85'	029°02'38"	N61°22'05"W	S89°35'17"W
C3	84.65'	167.00'	N75° 53' 24"W 83.75'	029°02'38"	N61°22'05"W	S89°35'17"W
C4	278.91'	533.00'	S76° 21' 32"E 275.73'	029°58'53"	S61°22'05"E	N88°39'02"E
C5	369.12'	334.00'	N59° 41' 23"W 350.62'	063°19'11"	N28°01'47"W	S88°39'02"W
C6	3.93'	15.00'	S35° 32' 24"E 3.92'	015°01'13"	S28°01'47"E	S43°03'00"E
C7	23.71'	15.00'	S88° 20' 22"E 21.32'	090°34'44"	S43°03'00"E	N46°22'16"E
C8	228.23'	317.00'	N60° 33' 50"E 223.33'	041°15'02"	N81°11'21"E	N39°56'19"E
C9	118.59'	283.00'	S69° 11' 04"W 117.72'	024°00'33"	S81°11'21"W	S57°10'48"W
C12	61.26'	117.00'	S61° 22' 12"W 60.56'	029°59'53"	S76°22'09"W	S46°22'16"W
C13	113.35'	280.00'	N64° 46' 20"E 112.57'	023°11'38"	N76°22'09"E	N53°10'31"E
C14	57.06'	329.08'	S58° 08' 08"W 56.99'	009°56'04"	S63°06'11"W	S53°10'06"W
C15	61.65'	396.00'	S57° 38' 07"W 61.59'	008°55'11"	S62°05'42"W	S53°10'31"W
C16	76.59'	214.00'	N63° 25' 42"E 76.18'	020°30'22"	N73°40'53"E	N53°10'31"E
C17	67.44'	50.00'	S67° 40' 52"E 62.44'	077°16'30"	S29°02'36"E	N73°40'53"E
C18	102.11'	400.01'	N36° 22' 20"W 101.83'	014°37'34"	N29°03'34"W	N43°41'07"W
C19	40.68'	156.07'	N37° 19' 32"W 40.56'	014°56'02"	N29°51'31"W	N44°47'33"W
C20	53.69'	40.00'	S62° 47' 58"E 49.75'	076°54'09"	S24°20'53"E	N78°44'58"E
C21	134.61'	267.17'	N76° 50' 09"W 133.19'	028°52'07"	N62°24'06"W	S88°43'47"W
C22	92.93'	166.40'	S78° 25' 56"E 91.73'	031°59'54"	S62°25'59"E	N85°34'07"E
C23	124.79'	247.17'	N76° 51' 54"W 123.47'	028°55'36"	N62°24'06"W	S88°40'18"W
C24	104.30'	186.40'	S78° 24' 06"E 102.94'	032°03'34"	S62°22'19"E	N85°34'07"E
C25	315.97'	380.00'	N67° 27' 30"W 306.94'	047°38'28"	N43°38'15"W	S88°43'16"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°47'27"W	36.02'
L2	N61°22'05"W	57.62'
L3	S89°35'17"W	20.35'
L4	S89°35'17"W	20.19'
L5	N61°22'05"W	57.62'
L6	N88°39'02"E	36.02'
L7	N28°01'47"W	35.98'
L8	N28°01'47"W	52.87'
L10	N57°10'48"E	212.96'
L13	N53°10'31"E	75.00'
L14	N25°37'21"W	78.66'
L15	N62°24'06"W	133.17'
L16	N86°09'32"E	117.63'
L17	N62°24'06"W	132.98'
L18	S86°03'37"W	117.02'
L19	S11°44'59"W	9.80'
L20	N28°01'47"W	94.02'
L21	S39°56'19"W	127.28'
L22	S39°56'19"W	127.28'
L23	S81°11'21"W	91.06'
L24	S81°11'21"W	91.06'
L25	S13°11'25"W	13.97'
L26	S62°01'20"W	30.04'
L27	N05°57'16"E	11.18'
L28	S60°29'55"W	40.00'
L29	S47°57'47"E	45.00'
L30	S60°29'55"W	15.75'
L31	N69°59'44"W	15.94'

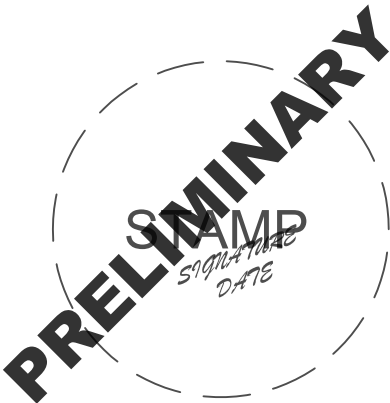
SURVEYOR'S NOTES:

Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.

APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

"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."

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD 1988, with the West line of the Southwest corner 1/4 of Section of 1-1-16, having an assumed bearing of North 0°33'02" West.



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

ENTITY OWNER'S CERTIFICATE:

WILLIAMS BAY PROPERTY CO LLC, an entity duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said entity caused the land described on this map to be surveyed, divided, mapped, and dedicated as represented on this Certified Survey Map. WILLIAMS BAY PROPERTY CO LLC, does also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object: Village of Williams Bay

This _____ day of _____, 20_____.

_____, Representative, Williams Bay Property Co, LLC

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, _____
_____ of the above named entity, to me known as the person(s) who executed the foregoing instrument, and to me known to be the representative of Williams Bay Property Co, LLC, and acknowledged that they executed the foregoing instrument and acknowledged the same.

Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____

CONSENT OF ENTITY MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, consents to the surveying, dividing, and mapping of the land described on this Certified Survey Map, and does hereby consent to the above Entry Owners Certificate of Williams Bay Property Co, LLC.

In Witness of, Old Second National Bank, has caused these presents to be signed by {First Name _____ Last Name _____}, its {Title _____}, and {First Name _____, Last Name _____} its {Title _____} in the {City, Village or Town} of {City _____}, {State _____}, this _____ day of _____, 20_____. .

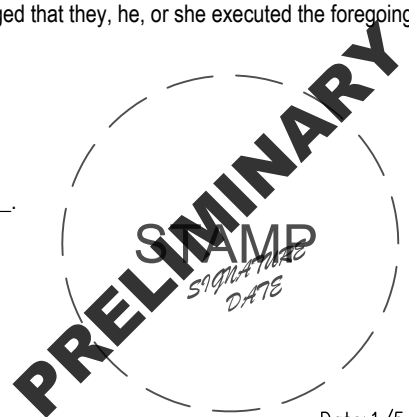
In the presence of:
Old Second National Bank

{Print - First Name Last Name} {Title} {Signature}

{Print - First Name Last Name} {Title} {Signature}

STATE OF _____)
)ss.
County of _____)
Personally came before me this _____ day of _____, 20_____, {First Name _____ Last Name _____} {Title _____} and {First Name _____ Last Name _____} {Title _____} of the above named entity, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the {Title _____ and Title _____ respectively} of the entity, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

{Signature}
Print Name _____
Notary Public, _____ County, _____.
My Commission Expires: _____



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____,
_____, **Chairman**

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Tina Kolls, Village Clerk

Date: _____

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

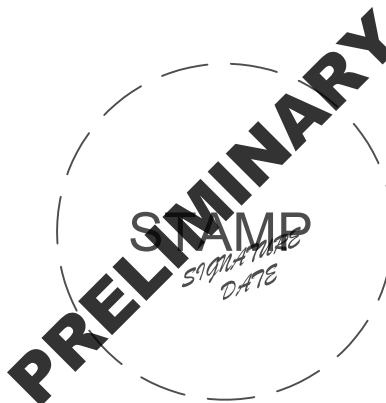
_____,
_____, **Chairman**

Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Tina Kolls, Village Clerk

Date: _____



PLAN COMMISSION REVIEW OF PRELIMINARY CONDOMINIUM PLAT

The following is the procedure to be followed by the Plan Commission in its review of the preliminary condominium plat submitted on behalf of Williams Bay Property Company, LLC (Developer) in conjunction with the Final Development Plan (FDP) submitted on behalf of Developer. The ordinances applicable to this review are found in §375-0308, which provides that condominium plats are reviewed in the same manner as subdivision plats, and §§375-0301 through 375-0305.

1. Pursuant to §375-0301, the Developer submits a completed site assessment checklist. In the current matter, the information required in the site assessment checklist has been addressed in the approved GDP and proposed FDP.
2. Pursuant to §375-0301, the Developer submits a concept plan to Village staff. In the current matter, the information required in the concept plan has been addressed in the approved GDP and proposed FDP.
3. The Plan Commission considers the report of the Village Engineer to ensure that the preliminary condominium plat is in conformity with the technical requirements of §375-0303. In the current matter, the Village Engineer is reporting that the preliminary condominium plat is in conformity with the technical requirements of the ordinance.
4. The Plan Commission considers the report of the Village Zoning Administrator to ensure that the preliminary condominium plat is in conformity with the requirements of §375-0303, including proposed conditions. In the current situation, the Village Zoning Administrator is reporting that the preliminary condominium plat is in conformity with the requirements of the ordinance.
5. Pursuant to §375-0303D. (3), the Plan Commission may review the Declaration of Covenants, Conditions and Restrictions for The Preserve, A Condominium At Williams Bay (Declaration) which contains proposed covenants to be imposed in connection with the preliminary condominium plat, and determine whether those conditions are consistent with the approved GDP.
6. The Plan Commission, by resolution, provides its recommendation to the Village Board with respect to whether the requirements of §375-0303 have been properly addressed, and whether the Plan Commission recommends to the Village Board approval of the preliminary condominium plat, with or without conditions.



Planning Request Application Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ **Site Plan** [§390.1206] - \$200.00 plus \$.04/sf floor area
☐ **Conditional Use Permit (CUP)** [§390.1207] - \$500.00
☐ **Certificate of Compliance** [§390.1211] - \$200.00
☐ **Temporary Use Permit** [§390.1208] - \$200.00
☒ **Preliminary Plat** - \$200.00 plus \$20.00 per lot
☐ **Certified Survey Map (CSM)** - \$200.00 plus \$20.00 per lot
☐ **Final Plat** - \$100.00 plus \$10.00 per lot
☐ **Planned Development Overlay (PDO)** [§390.0709] - \$500.00
☐ **Planned Development Amendment** - \$500.00
☐ **Zoning Text or Map Amendment** [§390.1204] - \$500.00
☐ **Project Concept Review** - \$200.00
☐ **Land Use Plan Amendment** - \$500.00
☐ **Interpretation** [§390.1216] - \$200.00
☐ **Appeal** [§390.1217] - \$500.00
☐ **Other:** _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: _____ CONSTANCE BLVD

Tax Parcel Number: _____ TBD (Dependant on Proposed CSM)

Project or Development Name: _____ The Preserve, a Condominium

Applicant

Name: _____ Darrell Slomiany
Mailing Address: _____ 111 S Wacker Dr Suite 4960
_____ Chicago, IL 60606
eMail: _____ dslomiany@topography.com
Phone: _____ 312-833-1308

Owner of Site

Name: _____ Williams Bay Property Co LLC
Mailing Address: _____ 111 S Wacker Dr Suite 4960
_____ Chicago, IL 60606
eMail: _____ dslomiany@topography.com
Phone: _____ 312-833-1308

Legal Representative

Name: _____ Nick Egert
Mailing Address: _____ 835 Geneva Parkway North, Suite 1
_____ Lake Geneva, WI 53147
eMail: _____ nick@egertlawfirm.com
Phone: _____ 262-248-6600

Architect, Engineer, Contractor

Name: _____ Timothy C. Lynch, PE
Mailing Address: _____ 440 Milwaukee Ave
_____ Burlington, WI 53105
eMail: _____ tlynch@lynch-engineering.com
Phone: _____ 262-402-5034

Legal Description of Site (Attach separate sheet if additional space is needed):

Lot 4 of Certified Survey No. (TBD; attached as part of plat)

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: P&I **Current Overlay Districts of Site:** PDO

Proposed Zoning of Site: PDO

Proposed type of structure of use: See final development plan narrative documentation for type of structure of use.

Proposed use of structure or site: See final development plan narrative documentation for proposed use of structure.

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

See final development plan narrative documentation use of property, sizes, locations, type of operations and overall use for the development.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

See final development plan narrative documentation conformance with the Village Comprehensive plan.

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

See final development plan for exhibit showing existing and proposed use for all properties surrounding the development.

Print Applicant's Name: Darrell Slomiany **Date:** 01/05/26

Signature of Applicant: 

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO.____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.

West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cop

N. LAKESHORE DRIVE
(60' WIDE)

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23

EXISTING CONDITIONS

N88°39'52"E 2640.83'
SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-16
N88°39'51"E 25.00'
N00°08'06"W 66.01'
N88°39'51"E 25.01'

ACCESS AND UTILITY
EASEMENT

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-16
N03°02'W 2651.60'
N00°08'06"W 253.37'

N88°39'51"E
25.00'

N00°08'06"W
66.01'

N88°39'51"E
25.01'

143.34'
N62°01'22"E

Lot 1
CSM #4226

Lot 2
CSM #

Lot 3
CSM #

Lot 4
CSM #

Lot 5
CSM #

Lot 6
CSM #

Lot 7
CSM #

Lot 8
CSM #

Lot 9
CSM #

Lot 10
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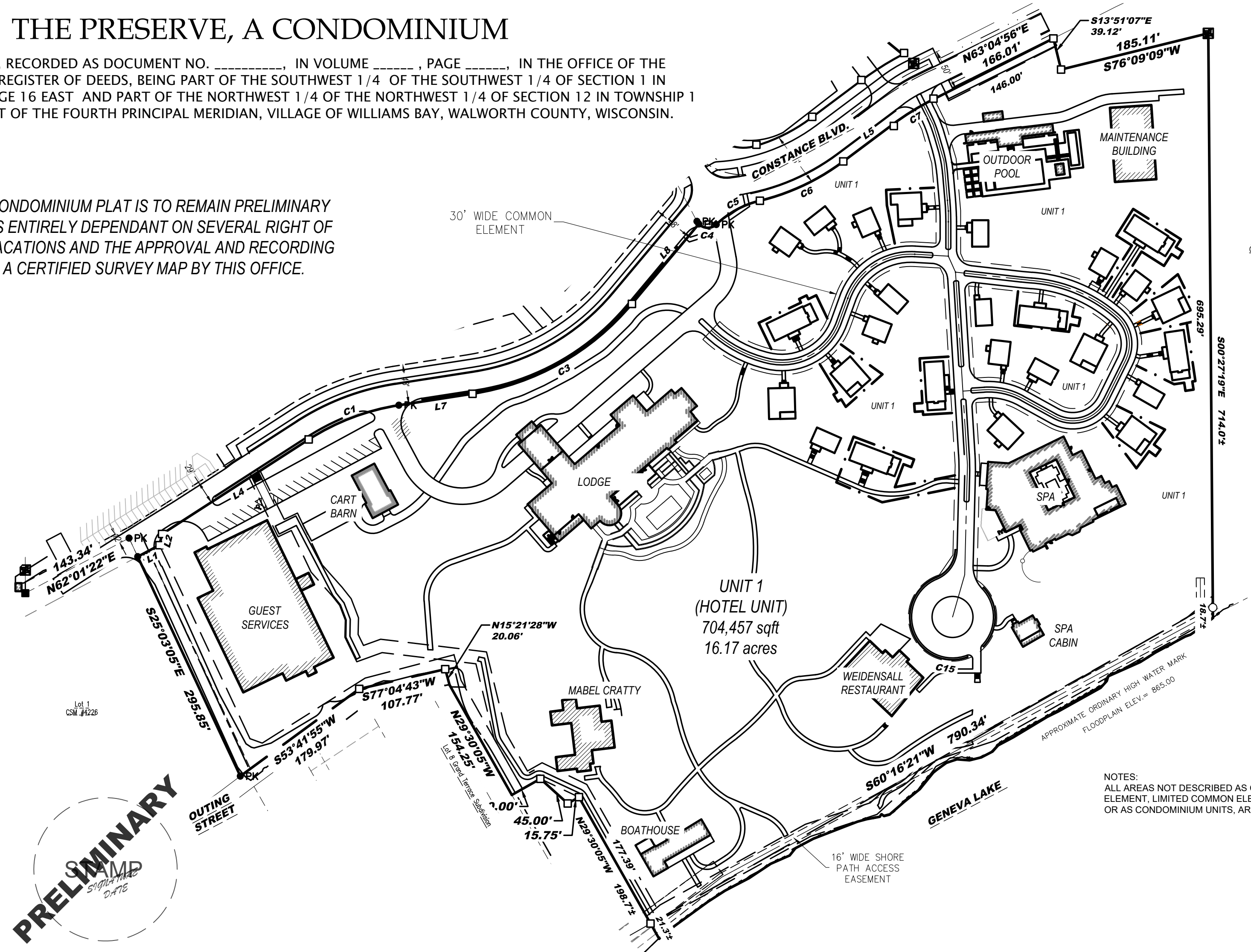
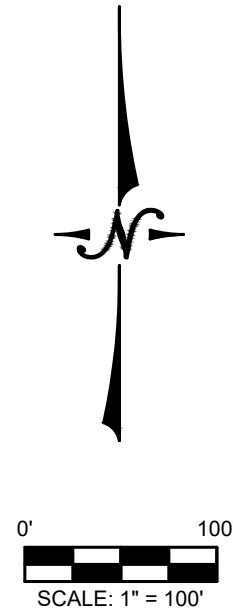
Lot 265
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THE PRESERVE, A CONDOMINIUM

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THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.

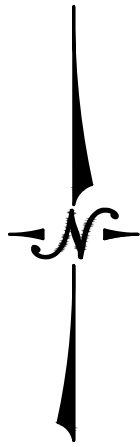


NOTES:
ALL AREAS NOT DESCRIBED AS COMMON ELEMENT, LIMITED COMMON ELEMENT, OR AS CONDOMINIUM UNITS, ARE UNIT 1.

LYNCH & ASSOCIATES
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Date: 1/5/2026
SHEET 2 OF 6

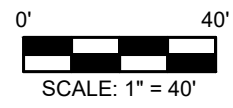


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NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

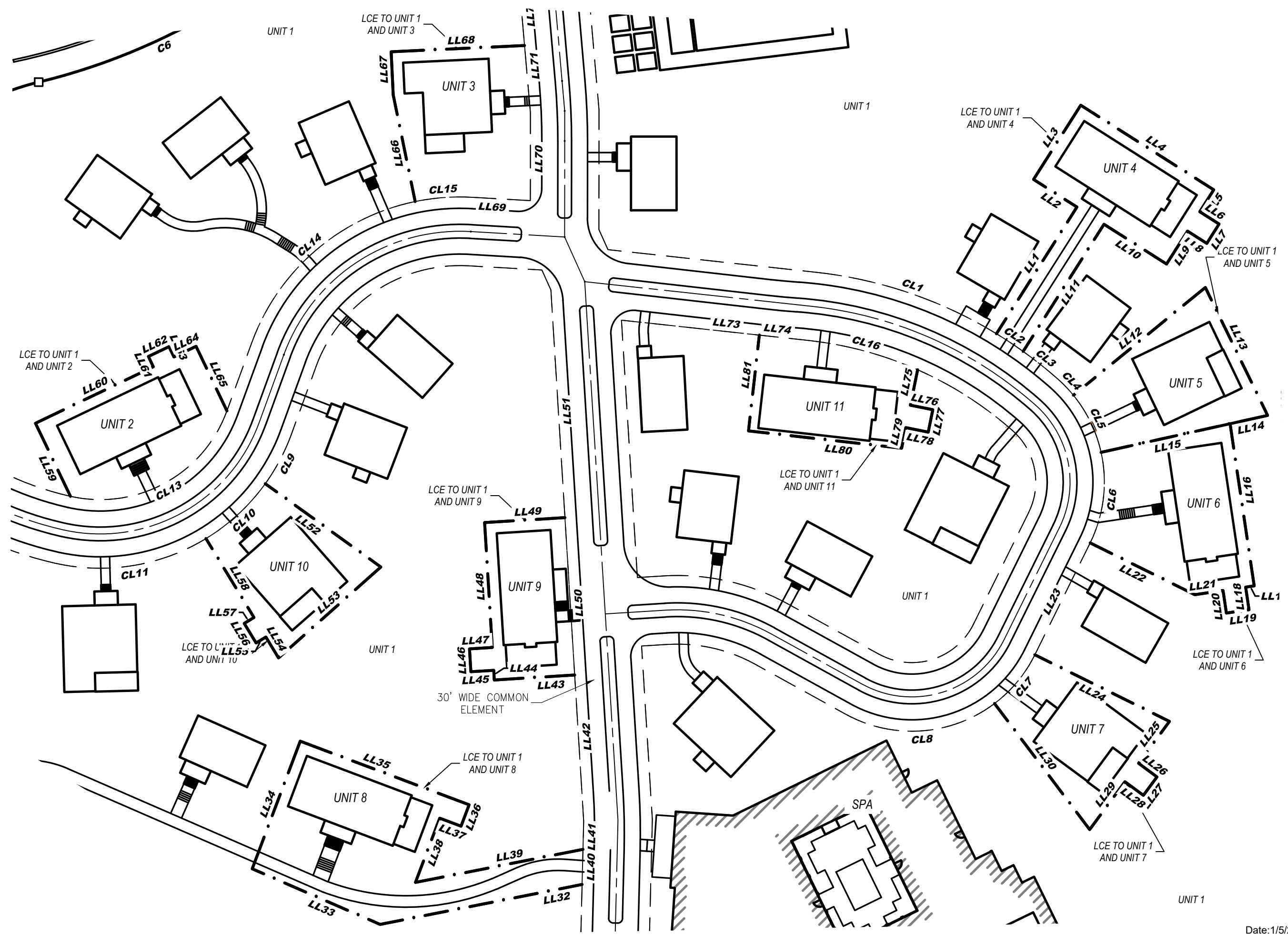
Detail of Units

PRELIMINARY
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SHEET 3 OF 6

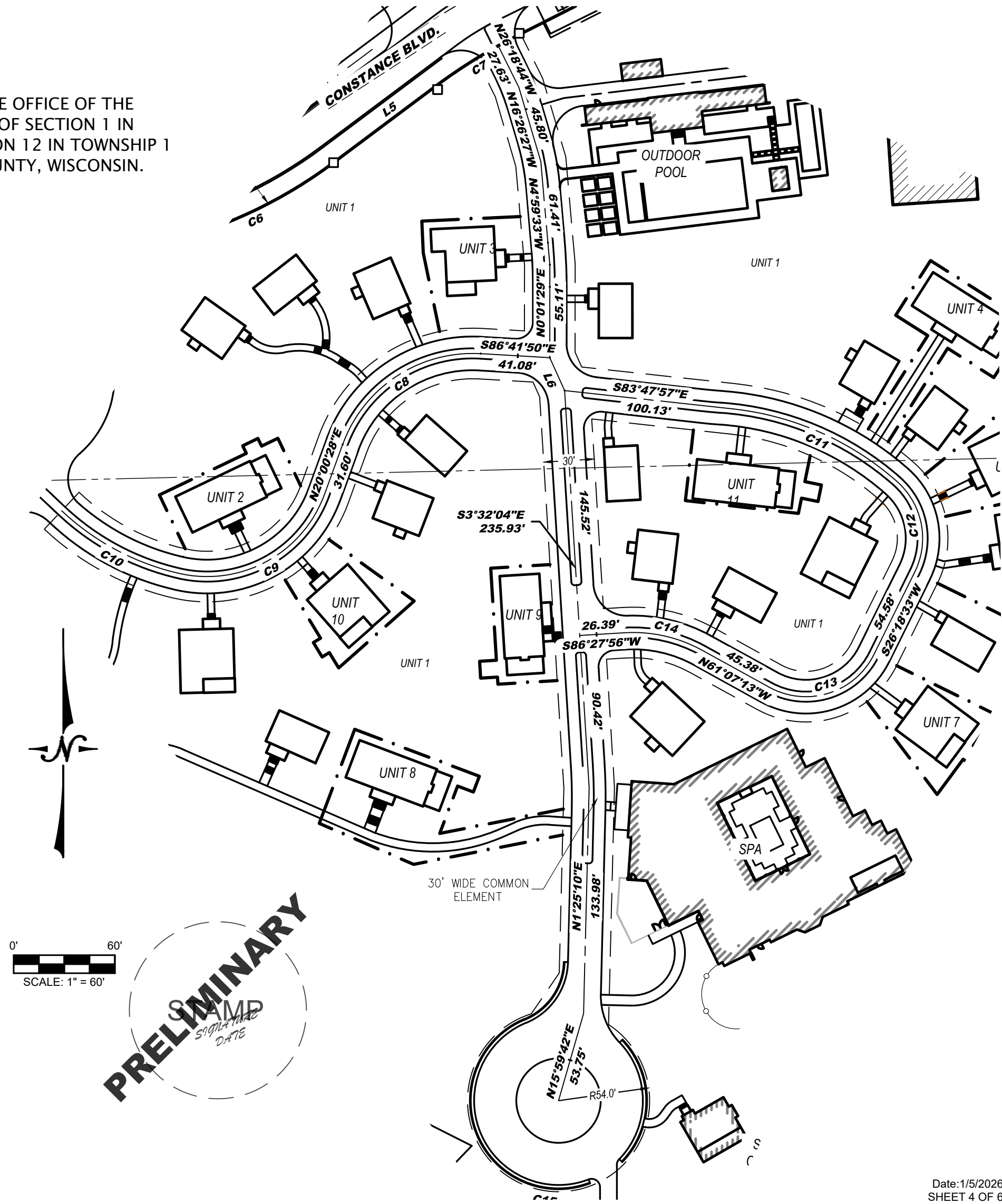
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Detail of the Common Element

Line Table		
Line	Bearing	Length
L1	S62°01'20"W	30.04'
L2	S13°11'25"W	13.97'
L3	S57°10'48"W	212.96'
L4	S57°10'48"W	212.96'
L5	N53°10'31"E	75.00'
L6	N24°15'06"W	21.41'
L7	S81°11'21"W	91.06'
L8	N39°56'19"E	127.28'

CURVE TABLE							
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	BEARING IN	BEARING OUT
C1	118.59'	283.00'	S69° 11' 04"W	117.72'	024°00'33"	S81°11'21"W	S57°10'48"W
C2	228.23'	317.00'	N60° 33' 50"E	223.33'	041°15'02"	N81°11'21"E	N39°56'19"E
C3	228.23'	317.00'	N60° 33' 50"E	223.33'	041°15'02"	N81°11'21"E	N39°56'19"E
C4	23.71'	15.00'	S88° 20' 22"E	21.32'	090°34'44"	S43°03'00"E	N46°22'16"E
C5	61.26'	117.00'	S61° 22' 12"W	60.56'	029°59'53"	S76°22'09"W	S46°22'16"W
C6	113.35'	280.00'	N64° 46' 20"E	112.57'	023°11'38"	N76°22'09"E	N53°10'31"E
C7	57.06'	330.00'	S58° 07' 44"W	56.99'	009°54'25"	S63°04'56"W	S53°10'31"W
C8	104.90'	82.00'	N56° 39' 19"E	97.89'	073°17'42"	N20°00'28"E	S86°41'50"E
C9	106.85'	74.00'	N61° 22' 24"E	97.81'	082°43'51"	S77°15'41"E	N20°00'28"E
C10	80.14'	150.00'	S61° 58' 24"E	79.19'	030°36'35"	S46°40'07"E	S77°16'42"E
C11	106.24'	176.00'	S66° 10' 10"E	106.64'	025°45'04"	S82°17'17"E	S48°22'22"E




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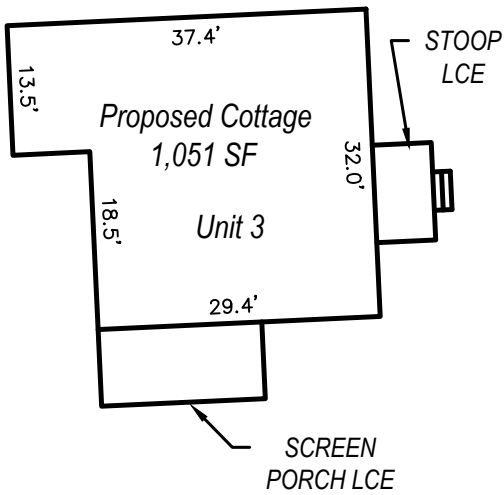
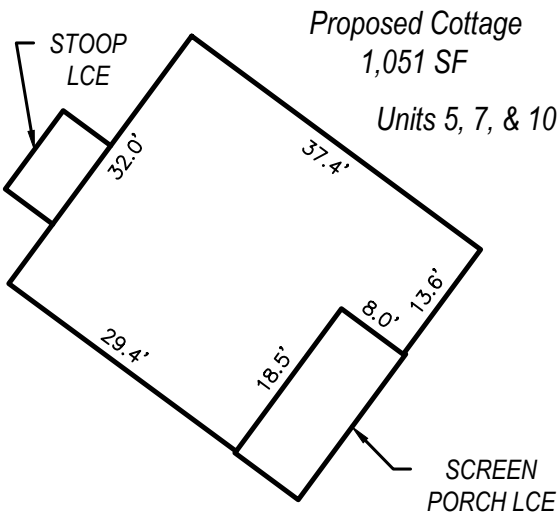
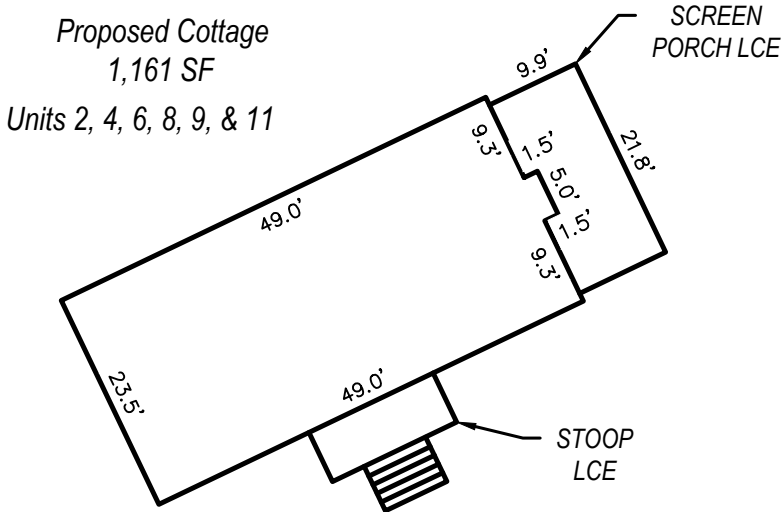
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Date:1/5/2026
SHEET 4 OF 6

THE PRESERVE, A CONDOMINIUM

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TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1
NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

UNITS AS PROPOSED



Line Table		
Line	Bearing	Length
LL1	N32°26'46"E	65.62'
LL2	N57°33'13"W	22.50'
LL3	N32°26'47"E	38.46'
LL4	S57°33'13"E	68.94'
LL5	S32°26'47"W	11.39'
LL6	S57°33'13"E	10.00'
LL7	S32°26'47"W	10.00'
LL8	N57°33'13"W	10.00'
LL9	S32°26'47"W	17.07'
LL10	N57°33'13"W	32.44'
LL11	S32°26'47"W	65.88'
LL12	N50°45'47"E	74.47'
LL13	S25°59'19"E	62.20'
LL14	S77°29'40"W	16.82'
LL15	S77°29'40"W	57.77'
LL16	S08°27'51"E	71.65'
LL17	S81°32'09"W	3.77'
LL18	S08°27'51"E	10.00'
LL19	S81°32'09"W	10.00'
LL20	N08°27'51"W	10.00'
LL21	S81°32'09"W	12.47'
LL22	N63°41'27"W	51.07'
LL23	N26°18'33"E	54.58'
LL24	N63°41'27"W	65.69'
LL25	N36°26'35"E	22.77'
LL26	N53°33'25"W	10.00'
LL27	N36°26'35"E	10.00'
LL28	S53°33'25"E	10.00'
LL29	N36°26'35"E	26.00'
LL30	S37°03'22"E	69.04'

Line Table		
Line	Bearing	Length
LL31	S01°25'10"W	81.91'
LL32	S78°49'49"W	90.06'
LL33	N66°30'47"W	60.99'
LL34	N20°37'57"E	59.61'
LL35	S69°22'03"E	78.94'
LL36	S20°37'57"W	10.00'
LL37	N69°22'03"W	10.00'
LL38	S20°37'57"W	30.02'
LL39	N78°49'49"E	74.67'
LL40	S01°25'10"W	15.37'
LL41	S01°25'10"W	12.40'
LL42	S03°32'04"E	63.92'
LL43	S86°27'55"W	35.21'
LL44	N03°32'05"W	4.24'
LL45	S86°27'55"W	10.00'
LL46	N03°32'05"W	10.00'
LL47	N86°27'55"E	10.00'
LL48	N03°32'05"W	54.70'
LL49	N86°27'55"E	35.21'
LL50	S03°32'04"E	68.94'
LL51	S03°32'04"E	99.69'
LL52	N54°13'19"W	62.30'
LL53	N48°23'58"E	59.83'
LL54	S31°19'21"E	10.67'
LL55	N58°40'39"E	5.00'
LL56	S31°19'21"E	10.00'
LL57	S58°40'39"W	5.00'
LL58	S31°19'21"E	40.38'
LL59	N25°34'50"W	35.41'
LL60	N64°25'10"E	57.15'

Line Table		
Line	Bearing	Length
LL61	N25°34'50"W	5.00'
LL62	N64°25'10"E	10.00'
LL63	S25°34'50"E	5.00'
LL64	N64°25'10"E	10.72'
LL65	S25°34'50"E	31.27'
LL66	N11°40'11"W	47.58'
LL67	N02°39'44"W	18.89'
LL68	N87°20'16"E	58.39'
LL69	N86°41'50"W	25.20'
LL70	S00°01'29"W	38.57'
LL71	S04°59'33"E	29.33'
LL72	S04°59'33"E	29.92'
LL73	S83°47'57"E	60.64'
LL74	S83°47'57"E	21.69'
LL75	S11°30'13"W	15.81'
LL76	S78°29'47"E	10.00'
LL77	S11°30'13"W	10.00'
LL78	N78°29'47"W	10.00'
LL79	S11°30'13"W	9.21'
LL80	N83°32'30"W	67.41'
LL81	N06°27'30"E	42.12'

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	BEARING IN	BEARING OUT
CL1	84.03'	191.00'	N71° 11' 44"W	83.35'	025°12'26"	N58°35'31"W	N83°47'57"W
CL2	14.01'	191.00'	N56° 29' 29"W	14.00'	004°12'05"	N54°23'26"W	N58°35'31"W
CL3	19.50'	191.00'	N51° 27' 54"W	19.50'	005°51'04"	N48°32'22"W	N54°23'26"W
CL4	9.74'	60.00'	N43° 53' 18"W	9.73'	009°18'10"	N39°14'13"W	N48°32'22"W
CL5	27.99'	60.00'	N25° 52' 16"W	27.74'	026°43'53"	N12°30'20"W	N39°14'13"W
CL6	40.65'	60.00'	N06° 54' 06"E	39.87'	038°48'53"	N26°18'33"E	N12°30'20"W
CL7	27.89'	60.00'	N39° 37' 35"E	27.64'	026°38'05"	N52°56'38"E	N26°18'33"E
CL8	69.05'	60.00'	N85° 54' 43"E	65.30'	065°56'09"	S61°07'13"E	N52°56'38"E
CL9	24.50'	89.00'	N27° 53' 32"E	24.42'	015°46'18"	N35°46'41"E	N20°00'23"E
CL10	35.57'	89.00'	N47° 13' 39"E	35.33'	022°53'57"	N58°40'38"E	N35°46'41"E
CL11	68.44'	89.00'	N80° 42' 26"E	66.76'	044°03'36"	S77°15'46"E	N58°40'38"E
CL12	72.12'	135.00'	S61° 58' 24"E	71.27'	030°36'35"	S46°40'07"E	S77°16'42"E
CL13	85.20'	59.00'	N61° 22' 31"E	77.98'	082°43'51"	S77°15'33"E	N20°00'36"E
CL14	98.74'	97.00'	S49° 10' 09"W	94.53'	058°19'21"	S78°19'49"W	S20°00'28"W
CL15	25.35'	97.00'	S85° 49' 00"W	25.28'	014°58'21"	N86°41'50"W	S78°19'49"W
CL16	49.54'	161.00'	N74° 59' 03"W	49.34'	017°37'47"	N66°10'10"W	N83°47'57"W



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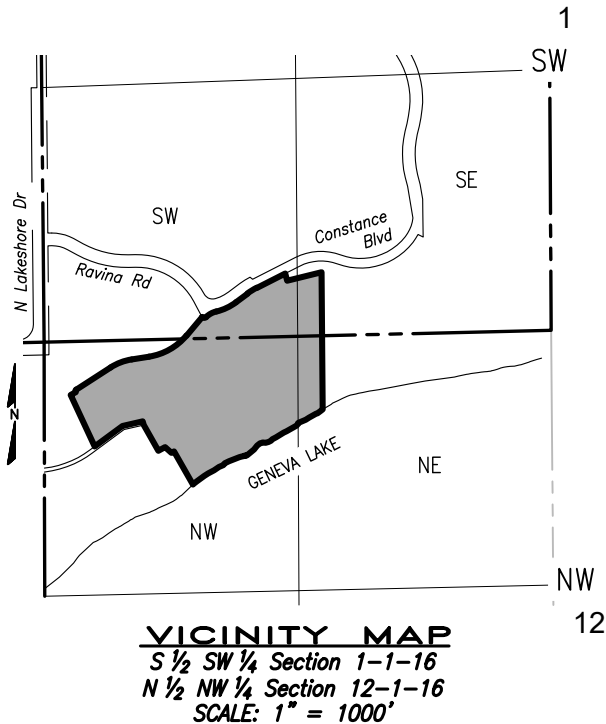
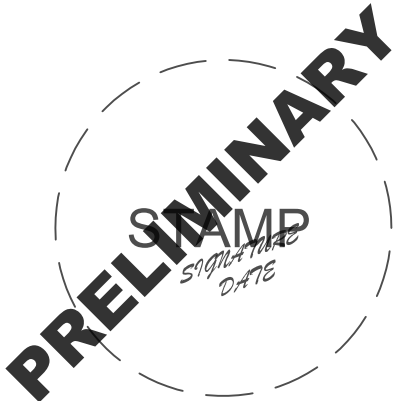
LOT 4 OF CSM NO.____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121, ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES, I HAVE SURVEYED AND MAPPED THE ABOVE DESCRIBED LANDS AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE PRESERVE, A CONDOMINIUM, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DATED THIS ____ DAY OF _____, 2026.

RITCHIE P. WENZEL
PROFESSIONAL LAND SURVEYOR S-4027



VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

_____, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Tina Kolls, Village Clerk



DRAFTED BY:

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(Space Above Line for Recorder's Use)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE PRESERVE, A CONDOMINIUM
IN
WILLIAMS BAY**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY (this “**Declaration**”) is made as of this ____ day of January, 2026, by WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company (the “**Declarant**”).

RECITALS

A. Declarant is the fee owner of certain real property located in the Village of Williams Bay (“**Village**”), County of Walworth, State of Wisconsin described in Article I and as more particularly described on **Exhibit B-1**, attached hereto (as subdivided, the “**Covered Property**”).

B. Declarant desires to impose restrictions on the Covered Property to preserve and protect its character as a destination resort and to comply with applicable Village land use requirements, Wisconsin Statutes, and including any other applicable laws.

C. By this Declaration, the Declarant establishes covenants, conditions, restrictions, rights, easements, liens and charges to comply with the Wisconsin Statutes and any zoning codes of the Village, which will constitute a general scheme for the management, use, occupancy and enjoyment of the Covered Property, Common Furnishings and the interests therein conveyed or reserved, and for the payment of taxes, assessments, insurance premiums and other expenses pertaining thereto for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

D. Declarant and all persons who purchase Cottages within the Covered Property shall be Owners as defined herein.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions, rights, easements, liens and charges which are hereby declared in this Declaration to be for the benefit of said interests, as this Declaration may be amended from time to time, and subject to Rules and Regulations and all of which easements, covenants, conditions and restrictions and Rules and Regulations are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Covered Property, and the interest or interests therein to be conveyed or reserved. All such easements, covenants, conditions and restrictions, Rules and Regulations, and Reservation Policies and Procedures shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners in accordance with Wisconsin Statutes and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof conveyed, to wit, each Cottage Unit or the Hotel Unit, Common Element, Limited Common Element and shall inure to the benefit of each Owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

Article 1

SUMMARY OF THE PROJECT

Section 1.1 **The Project.** Declarant owns two (2) parcels of real property on Geneva Lake in the Village of Williams Bay as described in Article II below (the “**Covered Property**”). Declarant intends to develop the parcel as a “Condominium” as defined in Wisconsin Statutes, consisting of ten (10) Cottage Units and a Hotel Unit, as further described below (the “**Project**”).

Article 2

ESTABLISHMENT OF CONDOMINIUMS

Section 2.1 **Division of Property into Condominiums.** Declarant, in order to establish a plan of condominium ownership for the Covered Property, hereby divides the real property identified on the Condominium Plat attached under **Exhibit B-2**, into the following separate elements, each of which shall be included in any conveyance of a Unit:

(a) **Units.** Each of the Units is separately shown, numbered and designated on the Condominium Plat and shall be considered a separate element, except as otherwise shown or expressed in a deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plat or in the deed or Declaration and the boundaries of the Cottage.

(b) **Common Elements.** A separate area consisting of the Common Elements of the parcels set forth on the Condominium Plat attached under **Exhibit B-2** hereto and as may be amended from time to time, which element shall be subject to the rights of Owners set forth in this Declaration, the rights of the Association set forth in this Declaration, and those easements which burden the Common Elements as more particularly set forth in Article IV of this Declaration. Each Owner may use the Common Elements only in accordance with the purposes for which they are intended and subject to the rights of other Owners in any Limited Common Elements.

(c) **Limited Common Elements.** Portions of the Common Elements which shall be for the exclusive use of a particular Owner or Owners, as such Limited Common Elements are more particularly shown on the Condominium Plat, attached as **Exhibit B-2**.

(d) **Appurtenant Easements.** A non-exclusive easement and equitable right of use, appurtenant to each Unit for ingress to, egress from, and use and enjoyment of the Common Elements excepting therefrom any Limited Common Element, which easement(s) shall be appurtenant to each Unit and which easement(s) Declarant shall grant to each purchaser of a Unit from Declarant.

Article 3

COTTAGE UNIT USE PLAN; SHARED AREAS

Section 3.1 **Cottage Unit Use Plan.** Cottage Units are zoned for limited resort use. Each Owner of a Cottage Unit may occupy its Cottage Unit for up to ninety (90) days each Use Year; however it may not occupy its Cottage Unit for more than twenty-eight (28) consecutive days. Each Cottage Unit Owner shall reserve his or her Use Periods in accordance with the Reservation Policies and Procedures.

Article 4

RESERVED EASEMENTS

Section 4.1 **Nature of Easements.** Unless otherwise set forth herein, all easements reserved to Declarant herein shall be non-exclusive.

Section 4.2 **Easements Reserved to Declarant.**

(a) **Oil and Mineral Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer the same, all oil, minerals, natural gas, and other hydrocarbons by whatsoever name known, geothermal resources, metalliferous or other ores, and all products derived from any of the foregoing, that may be within or under the Covered Property, and all rights associated with the foregoing, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the Covered Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Covered Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the Covered Property.

(b) **Water Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer same, the right and power to use or utilize any and all water rights or interests in water rights no matter how acquired by Declarant, and all water rights or interests in water rights that may be within, under or on the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, that the reservation does not reserve to, or for the benefit of Declarant, any right to enter upon a Unit in the exercise of such rights or to drill or bore for water, and install, maintain, replace or restore water wells, pumping stations, water lines, or other facilities for the extraction or the transportation of water.

(c) **Easement for Improvements.** Easements over the Covered Property for the installation and maintenance of electric, telephone, water, cable TV, gas and sanitary sewer lines and facilities, and for drainage facilities as required for the subdivision map and

Condominium Plat of the Covered Property, and as may hereafter be required or needed to service the Covered Property, or for the benefit of the owners of any real property adjoining or in the vicinity of the Covered Property, or for the construction of all Improvements to the Covered Property to be made by Declarant, are hereby reserved by Declarant for the benefit of the Declarant and the Association. Declarant and the Association each shall have the power to grant and convey to any third party such easements. Each Owner, in accepting a deed to a Unit, expressly consents to such easements and authorizes and appoints Declarant (so long as Declarant owns one or more Units) or the President of the Association, as his or her attorney-in-fact to execute any and all instruments conveying or creating such easements. The power of attorney created hereunder is coupled with an interest and shall be irrevocable, and shall be a covenant running with the land and an equitable servitude. Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, further reserves, for a period of eleven (11) years following the date of issuance of a notice of completion for each Cottage, an exclusive easement in, over and through the Covered Property for the renovation, rehabilitation, remodeling, refurbishment and construction of the Covered Property and the improvements to the Common Elements of which the Covered Property is a part. The use of the easements described above in this subsection shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(d) **Easement for Sales, Resales, Customer Service and Related Purposes.**

Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors and other authorized personnel, reserves, for a period of eleven (11) years following the Starting Date, an exclusive easement in gross in, over and through those portions of the Covered Property for: (i) marketing and selling the Cottage Units; (ii) maintaining customer relations and providing post-sales service to Owners; (iii) displaying signs and erecting, maintaining and operating, for sales and administrative purposes, model units and a customer relations, customer service and sales office complex in the Covered Property; and (iv) showing the Cottage Units; provided, however, that use of such easement shall not (1) interfere with or diminish the rights of Owners to use and occupy the Units and the Common Elements, or (2) interfere with the use and occupancy of the Units and the Common Elements by the Association as reasonably required to perform its obligations hereunder all as provided in this Declaration and the Rules and Regulations.

(e) **Roads and Utilities.** Declarant hereby reserves for itself and hereby grants to each Owner, the Association and its Members (and retains for itself) a non-exclusive right for roadway, ingress, egress, access and for all utility purposes incidental thereto, over and upon all pathways or drives presently or hereafter existing within the boundaries of the Covered Property. The right hereby given to each Owner shall be appurtenant to and pass with title to each Owner's Unit. The easement hereby reserved by the Declarant shall be both in gross and appurtenant to any Unit owned at any time by Declarant, and may be conveyed by Declarant to the Owners, or any of them, of any Unit, or in any other manner convenient or necessary to complete the improvements required on the Covered Property, or shown on the Condominium Plat.

(f) **Easements Reserved on Map.** There is hereby reserved to Declarant, together with the right to grant and transfer same, easements over the Covered Property dedicated for public use and accepted by the Village on a map entitled _____, as follows:

(i) areas designated for any and all public service facilities including poles, wires, conduits, gas, water, heat mains, and all appurtenances upon, or over such areas which are to be kept open and free from buildings and structures of any kind except public service structures, irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs; and

(ii) areas designated for public storm drainage purposes which are to be kept open and free from all buildings and structures of any kind except irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs.

The easements reserved to Declarant or granted and conveyed by Declarant pursuant to this Article shall not unreasonably interfere with the use and enjoyment by the Owners of their Units and any damage, repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Covered Property for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

Section 4.3 **Easements for the Association.**

(a) **Easement for Management, Operation, Maintenance, Use and Repair.** The Association, for itself, its successors and assigns, and its and their agents, employees, contractors, subcontractors, and other authorized personnel, shall have the right and is hereby granted, for so long as the Association or its successors and assigns shall be required hereunder to manage and maintain the Covered Property, an exclusive easement in gross in, over and through the Covered Property for the management, operation, repair and maintenance of the Common Elements and the Common Furnishings; provided, however, that use of such easement shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(b) **Reciprocal Easement.** Each Unit shall be benefited by a non-exclusive easement and equitable right of ingress, egress, use and enjoyment in and to and throughout the Common Elements of all other parts of the Covered Property, and the Common Elements of the Covered Property shall be burdened by a non-exclusive easement for similar purposes benefiting each of the Units in every part of the Covered Property; provided, however, that such non-exclusive easements and equitable rights shall be subordinate to, and shall not interfere with, Limited Common Element rights appurtenant to Units over the Common Elements and shall be subject to the easements described in this Declaration. Said easements are appurtenant to and shall pass with title to every Unit. Said easements are for the benefit of the Units and the Owners and their Permitted Users and such other classes of persons to whom the Board may, from time to time, and subject to the Rules and Regulations, extend the privilege of use and enjoyment of the

Common Elements and ingress and egress for all of the purposes and uses hereinabove set forth. In furtherance of the establishment of these easements, the individual grant deeds to the Units may, but shall not be required to, set forth the foregoing easement. The right of Declarant and each person set forth above to use and possess the Common Elements as set forth herein, shall be subject to and governed by the provisions of this Declaration and the other Governing Instruments. The Association shall have the authority to lease or to grant licenses or concessions with respect to all or any part of the Common Elements, subject only to the provisions of this Declaration, the Articles and By-laws; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against Owners for the same use of the same facilities.

Section 4.4 Easements as Common Elements. The easements described in this Declaration shall be granted to Owners and, when granted and conveyed, shall be appurtenant to the Units of such Owners and shall constitute Common Elements shared among the Owners.

(a) **Support, Settlement and Encroachment.** There is hereby reserved to Declarant, together with the right to grant and transfer same to Owners, easements which shall be appurtenant to each Unit which is contiguous to another Unit which Unit shall be the dominant tenement and the contiguous Unit shall be the servient tenement, for:

(i) minor encroachment of walls, fences, and other Improvements constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support, and accommodation of the natural settlement or shifting of any portion of the Improvements and for the maintenance thereof;

(ii) encroachment of any fence or wall constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support and the accommodation of the natural settlement or shifting of any portion of the improvements and the maintenance thereof.

The rights and obligations of Owners of the dominant tenements shall not be altered in any way by said encroachments, settlement or shifting provided, however, that in no event shall an easement for encroachment be created in favor of an Owner of the dominant tenement if said encroachment occurred due to the willful misconduct of any such Owner. In the event any portion of a structure on the Covered Property is partially or totally destroyed and then repaired or rebuilt, each such Owner agrees that minor encroachments over adjoining Units resulting from repairing or rebuilding such structures shall include easements for the maintenance of said encroachments as long as they shall exist.

(b) **Utilities and Cable Television.** Wherever sanitary sewer house connections, water house connections, air conditioning connections, compressors or ducts, electricity, gas, telephone and cable television lines, drainage facilities or other utility or communication facilities are installed within the Covered Property, any Owner as the owner of any property served by said connections, lines or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to any such Owner, an easement to the full extent necessary for the full use and enjoyment of such portion of such

connections which service such Owner's property, and to enter, or have utility or cable television companies enter upon any portion of the Common Elements, or upon any Unit in or upon which said connections, lines or facilities or any portion thereof lie, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary, provided that any damage caused by such entry shall be repaired by such Owner, utility or cable television company as promptly as possible after completion of work thereon. In addition to the preceding rights, there is hereby reserved to Declarant the right, but not the obligation, to install sub-metering within the Covered Property, and an easement to the full extent necessary for the use, maintenance, repair, and reading of such sub-meters.

Section 4.5 Easement for Access to Cottage Units. There is hereby reserved to the Owner of the Hotel and its Permitted Users, easements for ingress and egress over the Cottage Units in the case of management, maintenance or an emergency repair.

Section 4.6 Subordination. Except as may be otherwise provided in the grant or dedication of an easement, any easement conveyed in favor of a Public Agency shall be prior and superior to all other easements described herein, and any easement conveyed pursuant to the provisions of this Article to a utility company shall be prior and superior to all other easements described herein except any easement in favor of a Public Agency. Grantor and any grantee by acceptance of a conveyance of any easement described in this Declaration, whether or not so stated in such conveyance document, agree that such easement shall be subordinate to any such prior and superior easements and further agree to execute any document acknowledging such subordination that may be required by the holder of any such prior easement.

Article 5

GENERAL USE RIGHTS AND RESTRICTIONS

Section 5.1 Transfer of Interest. No Owner shall sell, assign transfer, hypothecate or encumber less than all of his interest in his Unit; provided, however, that nothing herein contained shall restrict the manner in which title to a Unit may lawfully be held under Wisconsin Statutes (e.g. joint tenants, tenants-in-common, or the like). Any sale, assignment, transfer, hypothecation or encumbrance by any Owner which would have the effect of separating the Unit from an Owner's rights as a Member of the Association shall be null, void and of no effect. The transfer of any Unit shall operate to transfer to the new owner of the Unit the interest of the prior Owner in all funds in the hands of the Association even though not expressly mentioned or described in the instrument of transfer and without further instrument of transfer.

Section 5.2 Separate Security Encumbrancing. Each Owner shall have the right to encumber all, but not less than all, of his or her interest in his or her Unit. Subject to the provisions of this Declaration, any Mortgage with respect to any Unit shall be subordinate to all of the provisions of the Governing Instruments. In the event of foreclosure, the provisions of the Governing Instruments shall be binding upon any Unit Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding any other provision of the Governing Instruments, no breach of the provisions herein contained, nor the enforcement of any lien created pursuant to the provisions hereof shall impair, defeat or render

invalidate the priority of the lien of any First Mortgage of any Owner's Unit if such First Mortgage is recorded in the Official Records and is given in good faith and for value.

Section 5.3 Partition and Subordination of Tenancy-in-Common Attributes. It is intended that this Declaration shall govern all rights with respect to the use, possession, enjoyment, management and disposition of the Covered Property and the interests therein. Accordingly, all rights with respect to the use, possession, enjoyment, management or disposition of a Unit which an Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right jointly to use, possess or manage commonly owned property) are hereby unconditionally and irrevocably subordinated to this Declaration for so long as this Declaration shall remain in effect.

Except as otherwise provided in this Declaration, no Owner or other person or entity acquiring any right, lien or interest in the Covered Property shall seek or obtain, through any legal procedures, judicial partition of a Unit or the sale thereof in lieu of partition. If, however, any Unit is owned by two (2) or more persons as tenants-in-common or as joint tenants or as community property, nothing herein contained shall prohibit a judicial sale of such Unit in lieu of partition as between such co-tenants or joint tenants.

Section 5.4 Protection of Interest. Except as otherwise provided in this Declaration, no Owner shall permit his or her Unit to be subject to any lien (other than the liens of current real property taxes), claim or charge, the enforcement of which may result in a sale or threatened sale of the Unit of any other Owner or any part thereof or of the Common Elements or in any interference in the use or enjoyment thereof by any other Owner. In the event of a threatened sale of the Covered Property or Unit of any Owner or any part thereof, or should the use and enjoyment of any portion thereof by any Owner be threatened by reason of any lien, claim or charge against the Unit of any other Owner (the "**Owner in Violation**"), or should proceedings be instituted to effect any such sale or interference, any Owner (the "**Curing Owner**") acting on his own behalf or through the Association or the Association acting on behalf of any one or more Owners (if promptly indemnified to his or its satisfaction) may, but shall not be required to, pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in such event, the Owner in Violation shall forthwith pay the amount so paid or expended to the Curing Owner or the Association, whosoever shall have paid or compromised the lien, claim or charge, together with such reasonable attorneys' fees and related costs as he or it may have incurred. No Owner shall permit his or her interest in any funds from time to time in possession of the Association to be subjected to any attachment, lien, claim or charge or other legal process, and each Owner shall promptly restore any funds held by the Association with respect to his or her Unit to the extent depleted by the reason of the assertion of any such attachment, lien, claim, charge or other legal process and shall reimburse the Association for all reasonable attorneys' fees or other costs incurred in respect thereof.

Section 5.5 Vehicles. No automobile, mobile home, trailer of any kind, truck, camper, recreational vehicle, motorcycle or boat shall be stored, kept, maintained, placed, constructed, remodeled, reconstructed or repaired on any portion of the Covered Property in such a manner as will be visible from the Hotel or Common Elements, except with respect to any parking areas

which may be designated by the Declarant or the owner of the Parking Area or as otherwise authorized by Declarant or the Board in their sole discretion.

Section 5.6 Outside Storage. No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes including beachwear and towels on the rails, balconies or patios or other outside areas, nor shall any patio or other outside area be used for storage purposes.

Section 5.7 Parking. The parking and operation of vehicles upon any portion of the Parking Area shall be subject to specific Rules and Regulations. Cottage Unit Owners may have the right to park in an unreserved, non-exclusive manner in parking area(s), which may be designated by the Hotel or Declarant (as the case may be). The owner of the parking area(s), in its sole discretion, may choose an alternate location for parking spaces provided to each Owner, at any time, or from time to time.

Section 5.8 Pests. An Owner shall not permit any thing or condition to exist upon any portion of the Covered Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin. An Owner may not independently contract or engage a professional pest control service. Instead, the Owner must contact the Association within a reasonable time to report any pests. The Association will then engage a professional pest control service to remedy any such pest problem and charge each Owner accordingly.

Section 5.9 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except (1) such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and rental and sale of the Units or Hotel, (2) directional signage approved by the Declarant; and (3) signs approved by the Declarant or Association, as applicable, that are in conformance with the requirements of Wisconsin Statutes.

Section 5.10 Nuisance. No noxious or offensive trade or activity shall be permitted upon any part of the Covered Property, nor shall anything be done thereon which shall in any way interfere with the quiet use and enjoyment of each Owner's respective Unit, or which shall in any way increase the rate of insurance on any other Unit or the Covered Property except as otherwise provided herein.

Section 5.11 Sales Events and Model Tours. Declarant may hold sales events, receptions and tours of Units and the Common Elements.

Section 5.12 Animals. No livestock, reptiles, poultry or other animals of any kind shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers or in violation of any law, ordinance or regulation of any applicable Public Agency. "Unreasonable numbers" and other limitations (size, weight, type of pet) may be further limited by the Bylaws or Rules and Regulations. Notwithstanding the foregoing, no animals may be kept in the Units which result in any annoyance or are obnoxious to

residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except when confined within a Unit.

Section 5.13 Unsightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All clotheslines (or the hanging of clothing, towels, linens, blankets, or similar items on rails and walls, etc.), refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited in or upon any Unit unless obscured from view of adjoining Units, Hotel and/or any other portion of the Covered Property.

Section 5.14 Antennae; Satellite Dish. No video or television antennae shall be erected, constructed, placed or permitted to remain on the Covered Property unless they are (i) contained within a Limited Common Element or a building or underground conduits, and (ii) completely obscured from view from any portion of the Covered Property or Hotel, or (iii) screened from view by an appropriate screen that has been approved in writing by the Declarant or Association, as applicable.

Section 5.15 Other Roof Structures. Except as set forth above, no other appliances or installations on exterior roofs of structures including, without limitation, roof-top turbine ventilators, shall be permitted unless they are approved by the Declarant or Association, or are installed in such a manner that they are not visible from any Hotel Limited Common Element or any other portion of the Covered Property.

Section 5.16 Drainage. An easement is granted herein for drainage of water from Cottage Units, into areas designated by Declarant. A Cottage Unit Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his or her Cottage Unit by Declarant unless an easement is granted for such purpose.

Section 5.17 Window Covers. Only curtains, drapes, shutters or blinds as permitted by the Declarant or Association, may be installed as window covers. No window shall be covered with aluminum foil, reflective film, newspapers or other material not designed for use as a window cover.

Section 5.18 Offensive Activity. No noxious or offensive activity or conduct shall be carried on by any Owner or Permitted User within any portion of the Covered Property nor shall anything be done therein or thereon, except as otherwise provided herein, which may or would become an annoyance or nuisance to other Owners or occupants. No Cottage Unit shall be used for any trade, business or other commercial activity or solicitation except as expressly permitted by this Declaration.

Section 5.19 Party Walls.

(a) Each wall or fence which is placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut

against the property line dividing the Units from the bottom of the foundation over the full length and height of any wall or fence.

(b) Owners whose Units are separated by a party wall shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his or her side. Neither such Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

(c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(d) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.20 Debris. No rubbish, trash or garbage or containers therefor shall be visible or allowed to accumulate on the Covered Property outside the Cottage Units except in locations specifically designated by the Board for such use. Trash cans and other rubbish containers shall not be allowed to be visible from any portion of any of the streets and driveways.

Section 5.21 Barbeques. Cottage Unit Owners may use Barbeque grills within their Unit or Limited Common Area, which have been approved by the Association.

Section 5.22 Fireplaces. Each Cottage Unit will have two (2) wood burning fireplaces for use by the Cottage Unit Owners or their Permitted Users.

Section 5.23 Further Restrictions. Unless otherwise permitted in this Declaration or in the Rules and Regulations, no other activity shall be permitted upon or in the Covered Property.

Section 5.24 Exceptions. The use restrictions set forth above shall not and do not apply to any of the following:

(a) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any Public Agency or entity, or the agents or employees of any Public Agency acting in the scope of their authority as such agents or employees;

(b) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Covered Property), or the agents or employees of any such company acting in the scope of their authority as such agents or employees;

(c) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in connection with the marketing and sales by Declarant of the Units or in the course

of planning for, preparing the Covered Property for and/or construction upon the Covered Property of any Unit or streets, utilities, recreational and residential buildings, and all other original improvements, or in connection with the exercise of any easement reserved to Declarant under this Declaration; provided, however, that any such acts, proposed acts or conditions created upon the Covered Property shall not unreasonably restrict the Owners in their use and enjoyment of the Common Elements or the facilities thereon;

(d) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, which act or condition has been approved in advance by the Board;

(e) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any person pursuant to a court order, or the order of any public officer or Public Agency; provided, however, that the orders contemplated in this subsection (e) are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for nonperformance and are not those orders which result from the application of private parties or are merely permissive.

(f) Any sales or model tour activity done by the Declarant, and any activity related to Hotel operation, rental activities (including maid, room service, etc.), engineering or security services.

Article 6

SPECIAL RESTRICTIONS REGARDING COTTAGE UNITS

Section 6.1 Improvements or Alterations. An Owner may not make Improvements or alterations to a Unit (including any change in floor coverings) without the approval of the Declarant (prior to the Conversion Date) or the Association (after the Conversion Date), and no change in the appearance of the Common Elements, the exterior appearance of a Cottage Unit, or any other portion of the Covered Property may be made by any Cottage Unit Owner, except as permitted by the Declarant, Association, or as provided otherwise herein. No Cottage Units may be subdivided. However, after acquiring an adjoining Cottage Unit, a Cottage Unit Owner may move or alter any intervening partitions or create apertures in it even if the partition in whole or in part is a Common Element if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Covered Property. Removal of partitions or creation of apertures under these circumstances shall not alter the boundaries of the Cottage Units. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying damage caused by said Cottage Unit Owner's violation of this Section. No Cottage Unit Owner or its Permitted User shall permit anything to be done or kept in Unit or within any other portion of the Covered Property which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal government or agency thereof. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his use.

Section 6.2 Common Elements and Limited Common Elements. No Cottage Unit Owner shall obstruct, remove, damage, alter or injure in any way any portion of the Common Elements or Limited Common Elements. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying the damage caused by said Cottage Unit Owner's violation of this Section. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his or her use. Declarant and each Cottage Unit Owner, by accepting an Original Deed or any other transfer of a Cottage Unit, hereby covenants and agrees to abide by the Governing Instruments, including, without limitation, the Rules and Regulations.

Section 6.3 Maintenance of Cottage Units. Each Cottage Unit Owner shall be required to maintain their Cottage Unit in a neat, clean, orderly, safe, sanitary and attractive condition to the same standard as when the Cottage Unit was first purchased.

Section 6.4 No Increased Insurance. No Cottage Unit Owner shall do or place anything in any Cottage Unit or within any other portion of the Covered Property without the prior written consent of the Board (i) which will increase the rate of insurance on the Covered Property or (ii) which will result in the cancellation of insurance for the Covered Property, or any portion thereof.

Section 6.5 Failure to Vacate.

(a) **Detaining User.** A Permitted User or users under a rental program who have failed to timely vacate ("**Detaining User**") shall: (i) be subject to immediate removal, eviction or ejection from the Cottage Unit or portion of the Common Elements wrongfully used or occupied; (ii) be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction or ejection (to the extent that such notices may be waived under Wisconsin law); (iii) reimburse the Association and the detained Cottage Unit Owner or Permitted User ("**Detained User**") for all costs and expenses incurred by such party as a result of such conduct, including, but not limited to, costs of alternate accommodations for the Detained User, travel costs, court costs and reasonable attorneys' fees incurred in connection with removing, evicting or ejecting the Detaining User from such Cottage Unit, Limited Common Element or Common Element, and costs (including reasonable attorneys' fees) incurred in collecting such reimbursement(s); (iv) pay to the Detained User entitled to use and occupy such Cottage Unit during such wrongful occupancy, as liquidated damages (in addition to the costs and expenses set forth herein), a sum equal to two hundred percent (200%) of the Fair Rental Value per day of the Cottage Unit for each day or portion thereof, including the day of surrender, during which the Detaining User prevents use and occupancy of such Cottage Unit; and (v) become subject to additional penalties issued by the Board in its sole discretion, including restrictions on future reservation, use and occupancy of a Cottage Unit, and restriction of access to Common Element amenities. The Association shall be responsible for determining the Fair Rental Value of a Cottage Unit. In addition to the rights and remedies set forth in this provision, if a Detaining User is a Cottage Unit Owner or its Permitted User, the Association shall have the right to enforce any unpaid fines as liens against such Detaining User's Cottage Unit, in accordance with this

Declaration and applicable law. The Association may, in its sole discretion, suspend use of such Owner's Cottage Unit and amenities.

(b) Removal. The Association shall use reasonable efforts to attempt to remove such Detaining User from the Cottage Unit and/or to assist the Detained User in finding alternate accommodations during such holdover period and to secure, at the expense of the Association, alternate accommodations for any Detained User, which alternate accommodations shall be as near in value to the Detained User's Cottage Unit as possible and the cost thereof shall be assessed to the Detaining User as a Personal Assessment.

(a) Cost. In the event that the Association, in its sole discretion, deems it necessary to contract for a period greater than the actual period for which the use is prevented in order to secure alternate accommodations as set forth above, the cost of the entire period shall be assessed to the Detaining User as a Personal Assessment.

(a) Liquidated Damages. By accepting an Original Deed or any other transfer of a Cottage Unit, each Cottage Unit Owner agrees that, in the event of a wrongful occupancy or use by him or his or her Permitted User, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who are deprived of occupancy.

(b) Registration. Each Non-Declarant Cottage Unit Owner may invite family or guests during its Use Period to stay in such Owner's Cottage Unit. during its Use Period as a Permitted User. Any Non-Declarant Owner permitting its Cottage Unit to be occupied by family or a guest must provide the Hotel operator with such occupant's name and period of occupancy and such occupant shall be required to check-in with the Hotel operator and provide positive identification at time of check-in.

(c) Damage. Any Cottage Unit Owner who permits his or her Cottage Unit to be occupied by other persons (but only in accordance with the Rules and Regulations and Reservation Policies and Procedures) shall be responsible for any loss, damage, destruction or violation of this Declaration or the Rules and Regulations which occurs during such occupancy as if such Cottage Unit Owner were the sole occupant of the Cottage Unit. The act or negligence of a Permitted User shall be deemed to be the act of the Cottage Unit Owner.

(d) Delinquency. No use or occupancy by any Cottage Unit Owner will be permitted if such Cottage Unit Owner is delinquent in the payment of any amounts owed to the Association by such Cottage Unit Owner.

Section 6.6 Rental/Leasing.

(a) Rental of Cottage Units.

(i) By Non-Declarant Owners.

Each Non-Declarant Cottage Unit Owner may rent or lease its Cottage Unit through an Approved Rental Agent. For the purposes of this Section, “**Approved Rental Agent**” shall mean any licensed rental agent who appears on the Managing Agent’s list of qualified agents that possess the objective minimum quality and security standards as reasonably set forth by the Managing Agent from time to time. An Approved Rental Agent shall include the Managing Agent. At any time, a Cottage Unit Owner may request from the Managing Agent, in writing, the list of Approved Rental Agents and/or minimum quality standards. A Non-Declarant Owner may choose one (1) of the Approved Rental Agents on such list, or may submit his or her choice of rental agent to the Managing Agent for consideration based on the minimum quality standards. If such rental agent meets the minimum quality standards, as determined by the Managing Agent in its sole discretion, such rental agent’s name shall be added to the list of Approved Rental Agents, and upon notice by the Managing Agent to the Non-Declarant Owner thereof, the Non-Declarant Owner may thereafter employ such agent. Each Non-Declarant Owner shall be required to pay a fee set by the Managing Agent to the hotel operator for reservation management services in addition to fees paid by such Non-Declarant Owner to any rental agent’s commission. The foregoing shall not apply to rental by the Declarant. Each Cottage Unit Owner shall abide by applicable Village laws with respect to short-term rentals.

Rental income may be subject to applicable Wisconsin Statutes, including any Village transient occupancy tax (“**TOT**”). All TOT due shall be collected and remitted to the Village.

(ii) **By the Declarant.** Declarant shall have the right to rent the Cottage Units which remain owned by Declarant. Any rental income received by Declarant shall inure to the benefit of Declarant.

Section 6.7 **Hotel Unit.**

(a) **Hotel Unit Rules.**

(i) The use of the Hotel Unit and its Hotel Limited Common Elements by Permitted Users shall be subject to the Rules and Regulations to the extent applicable, and to the rules and regulations promulgated by the Hotel Unit Owner.

(ii) Except for hotel services at night, the Hotel Unit Owner shall use reasonable efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Hotel Unit subsequent to 6:00 a.m. and prior to 10:00 p.m. each day and shall use best efforts to cause delivery trucks to park only in areas designated for deliveries and subsequent to 6:00 a.m. The Hotel Unit Owner shall not damage, alter or injure in any way any portion of the Common Elements.

(iii) Use of the easements established herein shall not unreasonably interfere with the occupancy of the Hotel Unit and Hotel Limited Common Elements by the Hotel Unit Owner or its Permitted Users.

(b) **Insurance.**

The Hotel Unit Owner shall, at no expense to the Association, maintain or cause to be maintained adequate commercial general liability insurance with a reputable insurance company or companies with minimum amounts of [_____] Dollars (\$_____.00) combined single limit broad form bodily injury, personal injury and property damage liability, insuring such Hotel Unit Owner against any claims, demands, losses, damages, liabilities and expenses relating to use of the Hotel Unit and the business operations therefrom. The Association, Declarant and any management company employed by Association with respect to the Project shall be named as additional insureds. The Hotel Unit Owner shall, at no expense to the Association, obtain and maintain or cause to be obtained and maintained, builder's risk insurance as the Association may reasonably require and covering any work which such Hotel Unit Owner may undertake, or have undertaken, with respect to the Hotel Unit. If the Hotel Unit Owner fails to maintain, or cause to be maintained, the insurance described in this subsection (e), the Association may maintain the same on behalf of such Hotel Unit Owner. Any premiums paid by the Association with respect to such insurance, plus an administrative charge of five percent (5%) of such premiums, shall be charged to the Hotel Unit Owner.

(c) **No Increased Insurance.** The Hotel Unit Owner shall not do or place, or allow its Permitted User to do or place, anything in the Hotel Unit, upon its Limited Common Elements, if any, or upon any other portion of the Covered Property which will increase the cost of insurance payable by the Association without the prior written consent of the Board; provided, however, that it is expressly acknowledged that the Hotel Unit may be utilized for its intended use and that such use, in the ordinary course of business, shall not be disallowed by this provision nor require the prior written consent of the Board. The Hotel Unit Owner shall not permit anything to be done or kept in its Hotel Unit, or do or place anything upon its Limited Element, or any other portion of the Covered Property, which would result in the cancellation of insurance of the Association.

Article 7

ASSOCIATION, VOTING AND MANAGEMENT

Section 7.1 Association.

(a) **Membership in Association.** Each Owner, including Declarant, shall automatically, upon becoming an Owner, become a Member of the Association and shall remain a Member thereof until he or she ceases to be an Owner.

(b) **Membership Rights and Duties.** Each Member shall have the rights, duties and obligations set forth in this Declaration and the other Governing Instruments, as said documents may be amended from time to time.

(c) **Transfer of Membership.** The membership of each Owner in the Association is appurtenant to and inseparable from his or her ownership of a Unit and shall be automatically transferred upon any authorized assignment or transfer of the ownership of a Unit

to any assignee or transferee and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Unit. Any attempt to make a prohibited transfer shall be void.

(d) **Quorum.** Except as may otherwise be provided in the Governing Instruments, the presence, in person or by proxy, of Members representing not less than twenty five percent (25%) of the total voting power of the Members shall constitute a quorum at all meetings of the Association; provided however, that for the purposes of approving any increase in Assessments and approval of Special Assessments, the presence, in person or by proxy, of Members representing not less than fifty percent (50%) of the voting power residing in Members of the Association shall constitute a quorum. In the event a quorum is not present at any Association meeting, no business shall be conducted and the meeting shall be adjourned without fixing a date for a future meeting or action.

(e) **Voting and Types of Membership.**

(i) **Classes of Membership.** The Association shall have two (2) classes of voting membership:

1) **Class A:**

Class A Members shall be all Owners of a Cottage Unit and the Hotel Unit except Declarant, and each Owner shall be entitled to its Proportionate Share of voting percentage per Unit owned. When more than one (1) person is the Owner of a Unit, all such persons shall be Members; provided, however, that in no event shall more than the number of votes allowed per Unit be cast with respect to any Unit except as set forth below.

2) **Class B:**

Class B Members shall be the Declarant, which shall be entitled to its Proportionate Share of voting percentage for each Unit owned by Declaration, multiplied by three (3). Pursuant to Section 5 below, Class B membership shall cease and Declarant's membership shall be converted to Class A membership.

3) **Class B Termination Date:**

The Class B Termination Date ("**Conversion Date**") shall be the soonest of: i) three (3) years from the date of the initial conveyance of a Unit to a purchaser in the Covered Property; or ii) thirty (30) days after the conveyance of seventy-five percent (75 %) of the Proportionate Share in the Common Elements to third-party purchasers. Prior to the conveyance of twenty-five percent (25 %) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three-and-one-third percent (33 1/3%) of the Board of Directors. Not later than forty-five (45) days after the Conversion Date, the

Association shall hold a meeting and the Owners shall elect an executive board of Directors and Officers of the Association, as provided in Section 7.1(e)(iv). The Directors and Officers shall take office upon election.

4) **Member Voting Rights Related to Expenses.**

All applicable membership class(es) shall vote on all issues related to General Common Expenses, By accepting a Deed to a Cottage Unit, a Cottage Unit Owner acknowledges that the majority of the Covered Property is comprised of the Hotel Unit and the Hotel Limited Common Elements, decisions with respect to the staffing, maintenance and operation thereof will be made by the Owner of the Hotel Unit or the Hotel Manager on the owner of the Hotel Unit's behalf, and not by the Board, and therefore, neither the Board nor the Cottage Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of Hotel staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Covered Property.

(ii) **Joint Owners Disputes.** The vote for each Unit must be cast as one unit, and fractional votes from joint Owners shall not be allowed. In the event that the joint Non-Declarant Owners of a Unit are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any Non-Declarant Owner or Non-Declarant Owners cast a vote representing a Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all Owners of the same Unit. In the event more than the allocated votes are cast for a particular Unit owned by a Non-Declarant Owner, none of said votes shall be counted and said votes shall be deemed void.

(iii) **Approval Requirements.** All Members of the Association shall be entitled to vote on all matters affecting the Covered Property which are required by the Declaration to be submitted to the vote of the Members. Except as may otherwise be provided in the Governing Instruments, a bare majority present and constituting a quorum of the voting power residing in Members, in person or by proxy, shall prevail on any matter to be voted on.

(iv) **Board of Directors.** In addition to the requirements stated in Section 7.1(e)(i)(3), the affairs of the Association shall be governed by a Board of Directors. Except for matters reserved to the Association Members or Owners under Wisconsin Statutes, the Declaration, or the Bylaws, all policy and operational decisions of the Association, including interpretation of the Governing Instruments, Bylaws, rules, and other documents relating to the Condominium or the Association, shall be made by the Board of Directors. Voting for members of the Board shall be by secret written ballot. The Owner of the Hotel Unit shall appoint four (4) members of the Board who shall serve for three (3) year terms, and the Cottage Unit Owners shall elect one (1) member of the Board, who shall serve for a one (1) year term. One director may be a non-Owner. The rest must

be a Member of the Association or a representative of Declarant designated by Declarant. Subject to Wisconsin Statutes, the Board shall consist of the persons appointed by Declarant until the first annual meeting of the Association. Thereafter, the Board shall be elected by the Members and Declarant; provided, however, that Declarant shall have the right to appoint a majority of directors on the Board until the Conversion Date. Furthermore, any director appointed by the Declarant shall serve until such time as the Declarant appoints a replacement director or until his or her successor has been qualified and duly elected by the Members of the Association, pursuant to the provisions hereof. Notwithstanding anything to the contrary herein, a director who has been elected to office solely by the vote of the Members other than Declarant may be removed from office prior to the expiration of his or her term of office only by the vote of at least a simple majority of the voting power residing in Members other than Declarant.

(v) **Consent of Super Majority.** Notwithstanding anything to the contrary herein, Consent of a Super-Majority of Members (as defined in **Exhibit A**) shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use any Association Assessments for litigation.

(vi) **Commencement of Voting Rights.** Voting rights attributable to the Units shall not vest until Assessments have been levied in accordance with the provisions of Article VIII below.

Section 7.2 Declarant's Reserved Rights.

(a) **Action Subject to Declarant's Reserved Rights.** Declarant shall have the right to approve any proposed amendments to this Declaration which affect Declarant's rights.

Article 8

MANAGEMENT

Section 8.1 Powers and Duties Generally. The maintenance and repair of the Common Elements (including the Limited Common Elements) and Common Furnishings, and any alterations or additions thereto, shall be vested in the Association. The Association, acting alone (through the Board, its officers, or other duly authorized representatives) may, subject to the provisions of the Governing Instruments, exercise any and all rights and powers herein enumerated and, except as specifically limited herein, all the rights and powers of a nonprofit mutual benefit corporation under the laws of the State of Wisconsin.

Section 8.2 Specific Powers and Duties of the Association. The Association shall have the power and the duty to maintain and repair the Common Elements (including Limited Common Elements), to acquire (by lease or purchase), maintain, repair and replace the Common Furnishings, if any, to levy, collect, and enforce the Assessments enumerated in this Declaration, and to pay, as agent, the expenses and costs enumerated in this Declaration. The following specific

powers and duties are in amplification and not limitation of the foregoing general powers and duties.

(a) **Bank Accounts.** The Association shall have the power and duty to deposit all funds collected from Owners by the Association in connection with its rights and duties hereunder as follows:

(i) The Association shall establish as a minimum the following accounts into which shall be deposited all funds paid to the Association and from which disbursements shall be made, as provided in this Declaration: i) a General Account and ii) a Reserve Account. Association accounts may be established as trust accounts at a banking or savings institution.

(ii) All funds shall be initially deposited in the General Account. Funds deposited in the General Account may be used by the Association only for the purposes for which such funds have been collected.

(iii) Within thirty (30) days after deposit in the General Account any Reserve Expenses shall be deposited in the Reserve Account. The Association shall keep accurate books and records reflecting the amount in each account attributable to each Owner. Funds deposited in the Reserve Account shall be held in trust and, except as otherwise provided for in this Declaration, may be used by the Association only for the specific purposes for which such funds have been collected, which purposes shall be limited to the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of Major Components. Interest, if any, earned on funds deposited in a Reserve Account shall be accumulated therein and shall be used only for payment of Reserve Expenses and any taxes incurred by the Association as a result of the earning of such interest.

(b) **Budget and Annual Report.**

(i) Not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of each Fiscal Year of the Association (the “**Distribution Date**”), the Board shall distribute to each Member the Budget for the upcoming Fiscal Year which shall specifically include the following items:

1) a statement of estimated revenue and expenses on an accrual basis;

2) a summary of the Association’s reserves based upon the most recent review or Reserve Account Study (as defined herein below) conducted pursuant to Section 8.2.(f) below;

3) a statement as to whether the Board has determined or anticipates that the levy of one (1) or more Special Assessments will be required to repair, replace or restore any Major Component or to provide adequate reserves therefore; and

4) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of future repair, replacement or additions to the Common Elements and the Common Furnishings.

(ii) Within one hundred and twenty (120) days after the end of each Fiscal Year, the Board shall cause to be distributed to each Member an Annual Report, that the Association shall have the right, but not the obligation, to have prepared by a Wisconsin Certified Public Accountant. Otherwise, the Annual Report shall be prepared by the Managing Agent or by an officer of the Association and shall be accompanied by the certificate of the person preparing the Annual Report that the Annual Report was prepared without audit from the books and records of the Association.

(iii) In lieu of the distribution of the Budget and Annual Report set forth in this subsection (b), the Board may elect to distribute a summary of the Budget and Annual Report to all of its Members with a written notice that the Budget and Annual Report are available at the business office of the Association or at another suitable location within the boundaries of the Covered Property and that copies will be provided upon request and at the expense of the Association. If any Member requests copies of the Budget, including the statements described in this Section, and/or the Annual Report to be mailed to the Member, the Association shall provide copies to the Member by first-class mail at the expense of the Association and mailed within five (5) business days. The Budget and Annual Report must also be made available to First Mortgagees upon their submission of a written request for it.

(iv) The Board shall take the following actions not less frequently than quarterly:

1) cause a current reconciliation of the General Account to be made and review the same;

2) cause a current reconciliation of the Reserve Account to be made and review the same;

3) review the current year's actual reserve revenues and expenses compared to the current year's Budget;

4) review the most current account statements prepared by the financial institution where the Association has its General Account and Reserve Account; and

5) review an income and expense statement for the Association's General Account and Reserve Account.

(c) **Delegation.** The Association shall have the power to delegate the authority and responsibilities of the Association hereunder to one or more agents, including, without limitation, the Managing Agent.

(d) **Filing of Civil Action.** Except as provided under Article 17, the Association shall have the duty to provide, not later than thirty (30) days prior to the filing of an civil action by the Association against the Declarant or other developer of the Covered Property for alleged damage to the Common Elements, a written notice to each Member, which notice shall specify all of the following:

- (i) That a meeting will take place to discuss problems that may lead to the filing of a civil action;
- (ii) The options, including civil actions, that are available to address the problems; and
- (iii) The time and place of such meeting.

Consent of a Super-Majority of Members shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use Association accounts holding Assessments.

Notwithstanding the foregoing, if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action, the Association may give the notice described in this subsection within thirty (30) days after the filing of the action.

(e) **Inspection of Books and Records.**

(i) The Association shall have the power and duty to open, at any reasonable time during usual business hours, the books and records of the Association for inspection by any Member or Declarant's Mortgagee upon the written demand by such Member or Declarant's Mortgagee; provided, however, that the Association shall be obligated to open its books and records for inspection by a Member only if the Member requests such inspection for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

(ii) The Board shall have the power and duty to establish reasonable rules with respect to (A) notice to be given to the custodian of records by the person desiring to make the inspection; (B) hours and days of the week when such an inspection may be made; and (C) payment of the cost of reproducing copies of documents requested by a Member or Mortgagee.

(iii) Each director of the Association shall have the absolute right at any time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Association includes the right to make extracts and copies of documents.

(f) **Maintenance of Adequate Reserves.**

(i) At least once every three (3) years after the first sale of a Unit, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the Major Components which the Association is obligated to repair, replace, restore, or maintain as part of a study (the “**Reserve Account Study**”) of the Reserve Account requirements of the Covered Property if the current replacement value of the Major Components is equal to or greater than one-half (1/2) of the gross Budget of the Association which excludes the Reserve Account for that period. The Board shall review the Reserve Account Study annually and shall consider and implement necessary adjustments to the Board’s analysis of the Reserve Account requirements as a result of that review. The Reserve Account Study shall at a minimum include the following:

1) Identification of the Major Components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the Reserve Account Study, have a remaining useful life of less than thirty (30) years;

2) Identification of the probable remaining useful life of the Major Components as of the date of the Reserve Account Study;

3) An estimate of the cost of repair, replacement, restoration, or maintenance of the Major Components during and at the end of their useful life;

4) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the Major Components during and at the end of their useful life, after subtracting total funds in the Reserve Account as of the date of the Reserve Account Study;

5) The current amount of accumulated cash in the Reserve Account actually set aside to repair, replace, restore or maintain the Major Components; and

(ii) The percentage that accumulated cash in the Reserve Account actually set aside is of the current estimate of cash reserves necessary to repair, replace, restore or maintain the Major Components

(iii) The Board may authorize the temporary transfer of money from the Reserve Account to the Association’s General Account to meet short-term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board’s minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Reserve Account. The transferred funds shall be restored to the Reserve Account as soon as practicable and in no event later than one (1) year after the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Covered Property, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the Reserve Account, and shall

not authorize the expenditure of any funds from the Reserve Account for uses other than the repair, restoration, replacement or maintenance of the Common Elements or Common Furnishings for which the Reserve Account was established which cumulatively exceeds five percent (5%) of the budgeted Common Expenses for the current Fiscal Year without concurrently authorizing a Special Assessment which will restore reserves to adequate levels as determined by the Reserve Account Study.

(iv) When a decision is made to use funds from the Reserve Account or to temporarily transfer money from the Reserve Account to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis, and such accounting shall be made available for inspection by Members at the Association's office.

(g) **Insurance.**

(i) **Insurance to be Obtained.**

1) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against loss or damage to the Common Elements and Common Furnishings, including, without limitation, machinery used in the service of the Covered Property, by fire and other risks and hazards customarily covered by an insurance policy written on an all risk basis, including, to the extent available at a reasonable cost, earthquake insurance. The stipulated amount of such insurance shall be based on the full replacement cost thereof at the time and place of loss, and the Association shall either (i) annually update such stipulated full replacement cost amount to reflect the then-current estimated full replacement cost thereof, or (ii) procure and maintain an endorsement which provides for full reimbursement for the actual cost of repair or replacement thereof, without deduction for depreciation.

2) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against hazards such as burglary and theft covering the Common Furnishings.

3) The Association shall procure: (i) insurance for loss due to claims for bodily injury, death and property damage with a combined single limit liability with regard thereto of not less than \$1,000,000.00 per occurrence, and (ii) maintain one (1) or more umbrella liability insurance policies against loss or damage due to claims for personal injury, death and property damage with a limit with regard thereto of not less than \$5,000,000.00 per occurrence. The Association may obtain, to the extent available at a reasonable cost, insurance against loss or destruction of personal property belonging to the Association located within the Covered Property.

4) The Association shall have the power and duty to obtain and pay the cost of, to the extent available at a reasonable cost, directors' and officers' liability

insurance, workers' compensation insurance, automobile liability and any other insurance deemed necessary or desirable by the Association. Such other policies of insurance shall cover such risks, be written by such insurers, and be in such amounts as the Association shall deem necessary and proper under the circumstances. The Association shall cause to be covered by a fidelity bond or insurance providing for a blanket crime endorsement, any employee or agent of the Managing Agent or the Association who may have charge of funds of any Owner or Permitted User or of the Association. The loss coverage under any such bond or policy shall not be less than the maximum amount of funds of the Association over which the principals under the bond or policy may reasonably be expected to have control or access at any time.

All insurance policies obtained by the Association hereunder shall name all Owners (as a class), all Association directors and officers, and Declarant (individually) as named insureds. Liability insurance shall contain appropriate waivers of subrogation against any Owner or member of such Owner's household, and a provision that no act or omission by an Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or operate as a condition to recovery by any other person under such policy.

(ii) **Distribution of Insurance Summary.**

1) Within sixty (60) days preceding the beginning of the Association's Fiscal Year, the Board shall prepare and distribute to each Member a summary (the "**Insurance Summary**") of the Association's property, general liability, and earthquake and flood insurance policies, which Insurance Summary shall include all of the following information about each policy: a) the name of the insurer, b) the type of insurance, c) the policy limits of the insurance, and d) the amount of deductibles, if any.

2) The Insurance Summary shall contain, in at least 10-point boldface type, the following statement: "This summary of the Association's policies of insurance provides only certain information as required by applicable law, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies, and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association Members should consult with their individual insurance broker or agent for appropriate additional coverage."

3) The Board shall, as soon as reasonably practical, notify each Member by first-class United States mail if any of the policies described in this subsection have lapsed, been canceled and are not immediately renewed, restored or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the

deductible, for any of those policies. If the Association receives any notice of nonrenewal of a policy described in this subsection, the Association shall immediately notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

4) To the extent that any of the information to be disclosed pursuant to this subsection is specified in the insurance policy declaration page, the Board may meet its obligation to disclose that information by making copies of that page and distributing it to all of the Members.

(h) **Legal and Accounting.** The Association shall have the power to obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and repair of the Common Elements and Common Furnishings and the enforcement of the Governing Instruments.

(i) **Levy and Collection of Assessments.** The Association shall have the power, and shall have the duty to take such action as the Board deems reasonable, (i) to levy, collect and enforce Assessments against the Owners in the manner provided in Article VIII hereof in order to pay the expenses of maintaining and repairing the Common Elements and Common Furnishings (including the fee of the Managing Agent), and (ii) to do all things necessary to enforce each Owner's obligations hereunder, including Owner use limitations

(j) **Maintenance and Repair.** The Association shall have the power, and to the extent deemed necessary or proper by the Board for the maintenance and repair of the Common Elements and Common Furnishings, the duty to perform the maintenance and repair obligations set forth on **Exhibit C** attached hereto, as may be amended by Declarant in its sole discretion from time to time.

(k) **Minutes, Agenda and Policies.** The Association shall have the power and duty to provide each Owner with (i) a copy of the minutes of Board meetings within thirty (30) days following the date of such meeting upon request and upon reimbursement of the Association's reasonable cost to copy and distribute, (ii) a list of the orders of business to be considered at the annual meeting of Members not later than thirty (30) days prior to the date for such meeting, which list shall contain the name, address and a brief biographical sketch (if available) of each Member nominated to stand for election to the Board, and (iii) within sixty (60) days prior to the beginning of each Fiscal Year, a copy of the Association's enforcement policies and practices, if any.

(l) **Other Necessary Acts.** The Association shall have the power to do all other things or acts deemed by the Association to be necessary, desirable or appropriate for the maintenance, repair and replacement of the Common Elements (including the Limited Common Elements) and Common Furnishings.

(m) **Right of Entry.** The Association shall have the right, at any reasonably necessary time, whether or not in the presence of an Owner, to enter upon any Unit for the purpose of (i) making emergency repairs therein, (ii) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit, (iii) protecting the

property rights and welfare of any Owner or Permitted User, or (iv) for any other purpose reasonably related to the performance by the Association of its duties and obligations under the terms of this Declaration. Such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the rightful occupant of such Unit and shall be preceded by reasonable notice to such occupant whenever the circumstances permit. Any action taken by the Association pursuant to the foregoing provisions of this subsection must be reasonably related to the performance by the Association of its responsibilities under the terms of this Declaration. The Association shall further have the authority to lease or to grant licenses or concessions with respect to all or part of the Common Elements other than Limited Common Elements; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against the Owners for the same use of the same facilities.

(n) **Roster.** The Association shall have the power and duty to compile a listing of the names and addresses of Members (“**Roster**”). Upon the written request of an Owner stating the purpose for which the request is made, the Association shall furnish such Owner with a copy of the Roster and may charge such Owner a reasonable fee therefor. Each Owner who requests and receives a copy of the Roster hereby agrees not to make any use of the Roster prohibited by Wisconsin Statutes (including, without limitation, use of the Roster to solicit money or property or for any other commercial purpose) or to distribute a copy of the Roster to any person who is not an Owner or for any purpose unrelated to any Owner’s interest as an Owner and Member. Any Owner who uses or distributes the Roster in a manner prohibited under this subsection shall, in addition to all other rights, powers and remedies available to the Association under this Declaration, be subject to all of the liabilities imposed under Wisconsin Statutes, and agrees to indemnify and defend the Association, the Board and the Managing Agent against and to hold the Association harmless from any and all claims arising from or related to such Owner’s prohibited use of the Roster.

(o) **Rules and Regulations.** The Association shall have the power and duty to adopt, publish and enforce (to the extent deemed necessary and proper by the Board), from time to time, Rules and Regulations relating to the possession, use and enjoyment of the Covered Property which Rules and Regulations shall be consistent with the provisions of the Governing Instruments.

(p) **Statements of Status; Covered Property Documents.**

(i) The Association shall have the power and duty to issue a Statement of Status within ten (10) business days of the mailing or delivery of a request therefor by any Owner, Mortgagee, purchaser or other prospective transferee of a Unit. Such Statement of Status shall be binding upon the Association in favor of any person who may rely thereon in good faith.

(ii) The Association shall have the power and duty to provide a copy of the then-current Declaration, Articles, By-laws, Budget, Annual Report, Insurance Summary, Rules and Regulations, and Reservation Policies and Procedures within ten (10) business days of the mailing or delivery of a request therefor by any Owner.

(iii) The Association shall have the power to charge a fee for providing the Statement of Status and other requested documents, which fee shall not exceed the reasonable cost of preparation and/or reproduction thereof.

(q) **Taxes and Assessments.** The Association shall have the power and duty to pay all taxes and assessments and other costs affecting or relating to the Covered Property or the Common Furnishings not otherwise directly assessed against each Owner and shall have the power to discharge, contest or protest liens or charges affecting the Covered Property.

(r) **Utilities.** The Association shall have the power and duty to obtain and pay the costs of water, electrical, telephone, cable television, high speed internet access, gas, refuse pick-up, garbage disposal and other utility services for the Cottage Units, Common Elements and Limited Common Elements.

Section 8.3 Commencement of Assessments. Assessments shall commence on all Units on the first business day of the first calendar month following the first Close of Escrow, including any Units that are model units. Assessments of fractions of a month shall be prorated. Declarant or Non-Declarant Owners shall pay its' full Proportionate Share of the Assessment on all unsold Units for which Assessments have commenced. The Board shall fix the amount of the Assessment against each Unit at least thirty (30) days in advance of each Assessment period. However, unless otherwise established by the Board, the initial Assessments shall be assessed in accordance with the most recent Budget on file with and approved by the Association. Written notice of any change in the amount of any Assessment shall be sent via first-class mail to every Owner subject thereto not less than thirty (30) nor more than sixty (60) days before the increased Assessment becomes due.

Section 8.4 Apportionment of Assessments. Regular Assessments and Special Assessments shall be assessed against the Owners and their Units based on such Owner's Proportionate Share. The Board may determine that funds less than one hundred fifty percent (150%) of the current Fiscal Year's Budget (excluding Reserve Expenses) in the General Account at the end of the Fiscal Year be retained and used to reduce the following Fiscal Year's Assessments. If there is a dissolution of the Association, any amounts remaining in the General Account or Reserve Account shall be distributed to or for the benefit of the Owners in the same proportions as such funds were collected from the Owners. Notwithstanding anything to the contrary herein, Regular Assessments and Special Assessments shall be waived with respect to the Declarant, to the extent described in the Subsidy Agreement and during the term of such Subsidy Agreement.

Section 8.5 Authority and Duty to Engage Managing Agent. The Association shall have the authority to engage and the obligation to use its best efforts to engage and maintain a reputable firm as the Managing Agent for the Covered Property pursuant to a Management Agreement, in compliance with Wisconsin Statutes and applicable law. The initial term of the Management Agreement shall be for three (3) years and shall automatically renew for successive one (1) year terms. The Association Consent of a Majority of Owners may determine not to renew the Management Agreement upon the provision of not less than ninety (90) days written notice prior to the first, second or third anniversary of the commencement of the Management Agreement,

or the expiration of any applicable successive one (1) year term thereafter, or upon the happening of one of the following events, which shall constitute “cause”:

- (a) proceedings in insolvency, bankruptcy, receivership, liquidation or taking against the Managing Agent;
- (b) if the Managing Agent makes an assignment for the benefit of its creditors or commits any action of bankruptcy under applicable law;
- (c) if the Managing Agent assigns the Management Agreement or any rights approving hereunder to any person without the prior written consent of the Board;
- (d) if the Managing Agent fails to substantially perform its duties and obligations under the Management Agreement for a continuous period of ninety (90) days after written notice of default under the Management Agreement from the Board specifying the default complained of; or
- (e) by mutual consent in writing by the Association and the Managing Agent.

In the event of termination as described in subparagraphs (a) through (e), if requested by the Managing Agent, then said termination shall be subject to arbitration in accordance with the American Arbitration Act.

The Managing Agent shall have at a minimum, the caliber of qualifications as the manager of the Hotel.

Section 8.6 Limitation on Powers of the Board. In addition to the limitations and restrictions enumerated in the Articles of Incorporation and By-laws or elsewhere provided for herein, and without limiting the generality thereof, the Members may, by special resolution, restrict the borrowing powers of the Directors, but a restriction so imposed expires at the next annual general meeting.

Section 8.7 Limited Liability. Neither the Association nor the Managing Agent shall be responsible for the acts, omissions or conduct of any Owner or Permitted User or for the breach of any of the obligations of any Owner or Permitted User.

Section 8.8 Standard of Care, Nonliability.

(a) **Scope of Powers and Standard of Care.**

(i) **General Scope of Powers.** Rights and powers conferred on the Board, the Owners, or other committees or representatives of the Association by the provisions of this Declaration are not duties, obligations or disabilities charged upon those persons unless the rights and powers are explicitly identified as including duties, obligations or disabilities in the provisions of this Declaration or in applicable law. Unless a duty to act is imposed on the Board, Owners, or other committees or representatives of the Association by the Governing Instruments or applicable law, the Board, Owner and the

committees have the right to decide to act or not act. Any decision to not act is not a waiver of the right to act in the future.

(ii) **Business Affairs.** This subsection applies to Board member actions in connection with management, personnel, maintenance and operations, insurance, contracts and finances. Each Board member shall perform the duties of a Board member in good faith, in a manner such Board member believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. When performing his or her duties, a Board member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1) One or more officers or employees of the Association whom the Board member believes to be reliable and competent in the matters presented;

2) Counsel, independent accountants or other persons as to matters which the Board member believes to be within such person's professional or expert competence; or

3) A committee of the Board upon which the Board member does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

4) This subsection is intended to be a restatement of the business judgment rule established in applicable law as it applies to the Association. All amendments, modifications, restatements and interpretations of the business judgment rule applicable to the Association shall be interpreted to amend, modify, restate or interpret this subsection.

(iii) **Association Governance.** This subsection applies to Board actions, and other committee decisions in connection with interpretation and enforcement of the provisions of this Declaration, architectural and landscaping control, regulation of uses within the Covered Property, rule making and oversight of committees. Actions taken or decisions made in connection with these matters shall be reasonable, fair and nondiscriminatory.

(b) **Nonliability.**

(i) **General Rule.** No person is liable to any other person (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such person's acts or omissions when the acts or omissions are within what the person reasonably believed to be the scope of the person's Association duties ("**Official Acts**"), except to the extent that injuries or damage result from the person's willful or

malicious misconduct. No person is liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such person's Official Acts, except to the extent that such injuries or damage result from such person's willful or malicious misconduct. The Association is not liable for damage to property in the Covered Property unless caused by the negligence of the Association, the Board, the Owners, the Association's officers, the Managing Agent or the Managing Agent's staff.

(ii) **Nonliability of Volunteer Board Members and Officers.** A volunteer Board member or volunteer Association officer shall not be personally liable to any person who suffers injury, including without limitation, bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortuous act or omission of the volunteer officer or Board member if they act within their scope of duty, in good faith without willful, wanton or gross negligence and the Association carries reasonable levels of general liability and director and officer coverage for comparable condominium owners' associations.

Section 8.9 **Enforcement of Certain Bonded Obligations.** If (i) the Improvements located on the Covered Property are not completed by the Declarant prior to the marketing or sale of the Cottage Units to the public, and, (ii) the Association is the obligee under a bond, letter of credit or other arrangement ("**Bond**") required by a governmental department or agency to secure performance of the Declarant's commitment to complete the Improvements, the following provisions of this Section will be applicable:

(a) **Board Action.** The Board shall consider and vote on the question of Association action to enforce the obligations under the Bond with respect to any such Improvement for which a notice of completion ("**Notice of Completion**") has not been filed, within sixty (60) days after the completion date specified for that Improvement in the planned construction statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

(b) **Owner Action.** A special meeting of Owners, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the Board's failure to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Owners representing in the aggregate not less than twenty percent (20%) of the Association total voting power. A vote of Owners representing a Super Majority of the Association voting power, to take action to enforce the obligations under the Bond shall be deemed the Association's decision, and the Board must thereafter implement this decision by initialing and pursuing appropriate action under Article XV of this Declaration in the Association's name.

Article 9

ASSESSMENT AND COLLECTION OF ASSESSMENTS

Section 9.1 Creation of Personal Obligations For Assessments. From and after the Starting Date, Declarant, for each Unit owned by Declarant, hereby covenants, and each Owner of a Unit, by acceptance of the conveyance thereof, whether or not it shall be so expressed in the Original Deed, shall be deemed to have covenanted and agreed, for each such Unit owned, to pay to the Association all Assessments which shall be established according to the Proportionate Share, made and collected as hereinafter provided. The Assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which such Assessment is made. Except as otherwise provided in this Declaration, the personal obligation for Delinquent Assessments shall not pass to successors-in-title unless expressly assumed. No Owner may waive or otherwise avoid liability for the Assessments by non-use of his or her Unit or any part thereof or any abandonment thereof.

Section 9.2 Purpose of Assessments. Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, to maintain, repair and improve the Common Elements and Common Furnishings, and to reimburse expenses incurred by the Association and other expenditures incurred in the performance of the duties of the Association as set forth in this Declaration.

Section 9.3 Increase and Reduction of Budget.

(a) In the event of deannexation pursuant to Article XII, the Board shall, not later than sixty (60) days following the Deannexation Date, cause to be prepared a supplemental Budget showing a decrease in the Common Expenses for the applicable Fiscal Year attributable to the deannexation of Common Elements from the Covered Property caused by such deannexation, all prorated for the remainder of the Fiscal Year from such Deannexation Date.

(b) If the Board shall determine at any time during the Fiscal Year that the Budget is, or will be, in excess of the amounts needed to meet the Common Expenses (other than Reserve Expenses) but less than one hundred fifty percent (150%) of the amounts needed to meet the Common Expenses (other than Reserve Expenses) for such Fiscal Year, the Board shall have the authority, exercisable in its sole discretion, to cause to be prepared an estimate of the amount of such excess, which excess shall then be subtracted from the previously prepared Budget for the Fiscal Year to which such excess is applicable. The Common Expenses reflected in the reduced total Budget shall then be allocated among the Unit Owners. Except as may be determined by the Owners on an annual basis, (i) no Unit Owner shall, by reason of such reduction, be entitled to a refund of all or any portion of any Regular Assessment previously paid, and (ii) each Unit Owner hereby agrees that any amount assessed and collected in excess of the amount required to meet the Common Expenses (other than Reserve Expenses) shall be applied to reduce the amount assessed to meet the Common Expenses for the next succeeding Fiscal Year. Any reduction in the Budget, as provided herein, shall not relieve any Unit Owner from his or her obligation to pay any past due Regular Assessment. Notwithstanding the above, the Board shall have the obligation to return to

Owners any funds retained in the General Account in excess of one hundred fifty percent (150%) of the current Fiscal Year Budget (not including Reserve Expenses) in the same proportions as such funds were collected from the Owners but excluding any amounts contributed by Owners to the Association as an initial capital contribution.

Section 9.4 Regular Assessment. (a) Regular Assessments are calculated for each Owner in accordance with each Owner's Proportionate Share, based on the Budget adopted by the Board in accordance with this Declaration. The initial Regular Assessment for each Unit may be prorated between the Declarant and the grantee thereof as more particularly provided in the Williams Bay Offer Form for such Unit. Assessments shall commence as to each Unit as specified in Section 8.3. Except as otherwise provided in this Declaration, without the Consent of a Majority of Members, the Regular Assessments for any applicable Fiscal Year subsequent to the first Fiscal Year shall not exceed one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (without regard to any increase or decrease in the Budget as set forth in Section 9.3 above). The Association shall provide notice in the manners provided in this Declaration to the Owners of any increase in Regular Assessments not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment becoming due.

(b) Notwithstanding the foregoing, Regular Assessment increases shall not be limited to one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (i) in the event of a Regular Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered; or
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment.

Section 9.5 Payment of Regular Assessment. The Regular Assessment shall be paid as follows:

(a) Each Non-Declarant Owner, for each Cottage Unit owned by such Owner, shall pay to the Association, for the Fiscal Year in which such Non-Declarant Owner acquired such Cottage Unit, the Regular Assessment for each such Cottage Unit as provided in the Williams Bay Offer Form between such Owner and Declarant.

(b) For each Fiscal Year thereafter, such Non-Declarant Owner shall pay the Regular Assessment with respect to each Cottage Unit which he or she owns to the Association either (A) in one lump sum due on or before the date determined by the Board, or (B) in

installments payable no more frequently than monthly. Whether such Regular Assessment is paid through the method provided in (A) or (B) of the foregoing sentence shall be at the Association's sole discretion.

(c) For each Fiscal Year, Declarant, with respect to each Cottage Unit owned by Declarant, shall pay to the Association the Regular Assessment in twelve (12) equal monthly installments, commencing on January 1 of each Fiscal Year and continuing on the first day of each month thereafter until paid; provided, however, that upon conveyance of a Cottage Unit owned by Declarant by Original Deed, the Regular Assessment attributed thereto shall be paid as set forth for Non-Declarant Owners.

(d) The Hotel Unit Owner shall pay the Regular assessment to the Association in installments payable no more than frequently than quarterly.

(e) That portion of the Regular Assessment which is attributable to Reserve Expenses shall be deposited in the Reserve Account.

Section 9.6 **Special Assessments.**

(a) If the Regular Assessments collected or to be collected for a particular Fiscal Year are, or will be, inadequate to meet the Common Expenses of the Association for any reason, the Association shall immediately determine the approximate amount of such inadequacy (the "**Shortfall**"), prepare and distribute a supplemental budget and levy against each Unit a Special Assessment as set forth below in this Section 9.6. The Special Assessment for each Unit shall be determined in the same method as used to determine the Regular Assessment.

(b) Notwithstanding the provisions of the foregoing subsection (a), without the Consent of a Majority of Members, that portion of the Special Assessments attributable to the Shortfall shall not, in the aggregate in any particular Fiscal Year, exceed five percent (5%) of Common Expenses for such Fiscal Year. Notwithstanding the foregoing, Special Assessments shall not be limited to five percent (5%) of Common Expenses in any particular Fiscal Year (i) in the event of a Special Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered;
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment; or

(iv) an extraordinary expense in making the first payment of the earthquake insurance surcharge pursuant to Wisconsin Statutes regarding insurance.

(c) The Association shall provide notice by first-class mail to the Owners of any Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

(d) Any Special Assessment may be payable in one lump sum or periodically, as determined by the Association.

Section 9.7 Personal Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board may levy against any Owner or Owners, at any time and from time to time, a Personal Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of the Governing Instruments, by such Owner or Owners, their Permitted User(s), or their agents, employees or contractors. Personal Assessments may also be made by the Board for any other purposes for which this Declaration provides for the levying of a Personal Assessment. Finally, and in addition to the foregoing, a Personal Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of the Governing Instruments, but only after the Owner(s) to be so fined have been provided with notice and hearing. Personal Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Personal Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

Article 10

TERMINATION, CONDEMNATION, DAMAGE AND DESTRUCTION

Section 10.1 Damage or Destruction to Covered Property or Common Furnishings. In the event of any damage or destruction other than by ordinary wear and tear, whether resulting from an insured or uninsured casualty, to all or any portion of the Common Elements or any Common Furnishings, equipment or other personal property leased or owned by the Association, the Association shall promptly cause such to be repaired, restored or replaced as near as may be possible to its condition immediately prior to such damage or destruction. The Board shall obtain firm bids from two (2) or more responsible contractors to rebuild such damaged or destroyed Common Elements as nearly as possible to its condition immediately prior to such damage or destruction and shall accept the bid it considers most favorable. If a bid is accepted, the Board shall levy a Special Assessment on all of the Owners in accordance with the method set forth below. The amount required to make up any deficiencies between the total insurance proceeds and the contract price for such repair and rebuilding is referred to herein as the “**Reconstruction Shortfall**”. The Special Assessment for each Cottage Unit shall be determined in the same method as used to determine the Regular Assessment for each such interest.

Notwithstanding the foregoing, if the loss, damage or destruction was caused by the intentional or negligent act or failure to act of any Unit Owner or his or her Permitted User(s), the cost of such repair shall be a Personal Assessment of, and be paid by, such Owner to

the extent such loss, damage or destruction is not covered by insurance, and if caused by a Declarant Guest, the Declarant shall use reasonable efforts to collect from such person the cost of such repair to the extent such loss, damage or destruction is not covered by insurance. The insurance proceeds available to the Association on account of said damage or destruction shall be paid to the Board. All insurance monies recovered on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied to the payment of the cost of repairing, replacing and rebuilding, and shall be paid out from time to time by the Board as such work progresses upon the written certification of the architect or engineer if applicable, or the contractor in charge of such work, stating that the sum requested is justly due to those persons rendering services or furnishing materials in connection with such work.

Section 10.2 Extensive Damage or Destruction; Condemnation. In the event that the Reconstruction Shortfall exceeds ten percent (10%) of the amount of Common Expenses for such Fiscal Year, the Special Assessment shall not be levied (a) prior to the Conversion Date unless the Board shall first pass a resolution approving such Special Assessment and containing written findings as to the necessity of the extraordinary expense involved and why the expense could not have been reasonably foreseen in the budgeting process and shall distribute such resolution to the Members with the notice of Special Assessment, and (b) on or after the Conversion Date without the Consent of a Majority of Members. If such Special Assessment is not so approved or if no action is taken with respect to such Special Assessment within one hundred eighty (180) days following the date of such damage or destruction or in the event the entire Covered Property shall be taken by eminent domain, this Declaration shall terminate upon the consummation of the sale of the Covered Property, and the recordation in the Official Records of an amendment stating that the Declaration has been terminated in accordance with the provisions of this Section 10.2. The proceeds arising from such sale, together with any insurance proceeds or condemnation proceeds received as a result of such damage, destruction or condemnation shall be distributed by the Association, as trustee, to each Owner, including Declarant (subject to the rights of Mortgagee as reserved in First Mortgages), pro rata in the ratio that the interior square footage of such Owner's Unit (as expressed on the Official Survey) bears to the total interior square footage of all of the Units (as expressed on the Official Survey); provided, however, there shall be deducted from the amount due any Owner, and retained by the Association, the amount, if any, of all sums due to the Association from such Owner.

Article 11

COMPLIANCE, DEFAULT AND ENFORCEMENT OF RESTRICTIONS

Section 11.1 Association.

(a) **In General.** In the event that any Owner or Owner's Permitted User(s) should fail to comply with any of the provisions of the Governing Instruments, the Association or any other Owner(s) shall have full power and authority to enforce compliance with the Governing Instruments in any manner provided for therein, by law or in equity, including, without limitation, the right to enforce the Governing Instruments by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Governing Instruments, to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of

any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of such Owner in any lawful manner. In the event the Association or any Owner(s) shall employ an attorney to enforce the provisions of the Governing Instruments against any Owner, the party engaging the attorney shall be entitled to recover from such Owner or Permitted User violating any such provisions reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner which become Delinquent shall bear interest at rate of twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in this Declaration, commencing ten (10) business days after repayment is requested. Each Owner who becomes Delinquent in the payment of any amount due the Association shall pay to the Association a late charge of the greater of ten dollars (\$10.00) or ten percent (10%) of the Delinquent amount for each payment which is Delinquent. All enforcement powers of the Association shall be cumulative. Declarant and each Owner, by accepting the conveyance of a Unit, shall be deemed to have covenanted and agreed that the Association shall have all of the rights, powers and remedies set forth in this Article and elsewhere in this Declaration.

(b) **Certain Specific Enforcement Powers.** In amplification of, and not in limitation of, the general powers specified above, the Association shall have the following rights and powers:

(i) **Suspension of Privileges and Imposition of Monetary Penalties.** If any Owner or his or her Permitted User shall be in breach of the Governing Instruments, including but not limited to the failure of such Owner to pay any Assessment on or before the due date therefor, subject to the limitations hereinafter set forth in this subsection, the Association may suspend the right of such Owner to participate in any vote or other determination provided for herein, and may assess monetary penalties therefor. No such suspension or imposition of monetary penalties, except a suspension of privileges or imposition of monetary penalties for the failure of such Owner to pay any Assessments, any portion thereof or any other amount(s) due hereunder on or before the due date therefor, shall be made except after a meeting of the Board at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in the By-laws for the noticing, calling and holding of a meeting of the Board. Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Owner's defense shall be oral or written, shall be given to the Owner whose privileges are being sought to be suspended or against whom monetary penalties are sought to be imposed at least fifteen (15) days prior to the holding of such meeting. Such notice shall be given as provided below. Such Owner shall be entitled to appear at such meeting and present his or her case, either orally or in writing, as designated by the Board, as to why his or her privileges should not be suspended or such monetary penalties should not be imposed. The decision as to whether such privileges should be suspended or such monetary penalties imposed shall be made by a majority of the members of the Board present at such meeting. Written notice of suspension, the length thereof or monetary penalties imposed and the reasons therefor shall be given to the affected Owner and the suspension or monetary penalties shall become effective five (5) business days following the date such notice is given. If such suspension

of privileges or imposition of monetary penalties is based on the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspension shall become effective upon the date of the Board's decision to suspend such privileges and such suspended privileges of such Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement, together with accrued and unpaid interest and any late charges or other monetary penalties imposed. If such suspension of privileges is based on any act or omission other than the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspended privileges shall be automatically reinstated upon the expiration of the period stated in the suspension notice. Notwithstanding the foregoing, this provision shall not operate or be construed to deny or restrict ingress or egress of any Owner to his or her Unit.

(ii) **Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on each and every Unit to secure the prompt and faithful performance of each Owner's obligations under the Governing Instruments for the payment to the Association of any and all Assessments levied against any and all Units under this Declaration, together with interest thereon at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, from the date such payment becomes Delinquent, and all late charges and costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. Prior to placing a lien upon the defaulting Owner's Unit to collect the Delinquent payment (together with interest thereon, late charges and costs of collection), the Association, or the Association's authorized representative, shall notify the defaulting Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges and the method of calculation, any attorneys' fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. Any payments toward such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses. If such delinquency is not paid or default is not cured within ten (10) business days after delivery of such notice, the Association may elect to file and record a notice of default and claim of lien (a "**Notice of Default**") on behalf of the Association against the Unit of the defaulting Owner in the Official Records. Such a Notice of Default shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- 1) The name of the defaulting Owner;
- 2) The legal description of the Unit against which the assessment and other sums are levied;
- 3) The total amount of the delinquency, interest thereon, late charges, collection costs and reasonable attorneys' fees;

4) A statement that the Notice of Default is made by the Association pursuant to this Declaration; and

5) A statement that a lien is claimed and will be foreclosed against the Unit in an amount equal to the amount stated.

A copy of the Notice of Default with the recording date shown thereon, shall be sent by registered or certified mail with postage prepaid (i) to all record owners of the Unit owned by the defaulting Owner no later than ten (10) calendar days after recordation of the Notice of Default and (ii) to each Mortgagee of such defaulting Owner no later than ten (10) business days after recordation of the Notice of Default if such Mortgagee has requested a copy and furnished its name and address to the Association or has recorded in the Official Records a request for a copy of the Notice of Default in conformance with Wisconsin Statutes. The recordation of a duly executed original or copy of such Notice of Default, and mailing a copy thereof to the defaulting Owner, shall not constitute a condition precedent to nor delay the attachment of the lien. The lien claimed in such a Notice of Default shall attach to the Unit from and after the time of recordation of such Notice of Default. After the expiration of thirty (30) days following the recordation of the Notice of Default, the lien claimed in such Notice of Default may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a Mortgage by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of Wisconsin may from time to time be changed or amended. The Association shall have the power to bid at any foreclosure sale or judgment sale. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

The proceeds of any foreclosure or judgment sale provided for in this Declaration shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, title costs and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of all charges, monetary penalties and unpaid Assessments hereunder or any liens, and subject to the rights of any Mortgagee, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Unit free from the sums or performance claimed (except as stated in this subsection) but otherwise subject to the provisions of the Governing Instruments; and no such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefor as provided for in this subsection. All sums assessed hereunder but still unpaid shall remain the obligation of and shall be payable by the person foreclosed upon; but if such sum should prove uncollectible, then it shall be deemed to be a Common Expense, and shall be shared among the Owners in the same manner as other Common Expenses are shared.

Upon the timely curing of any default for which a Notice of Default was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of such lien in the Official Records.

(c) **Subordination to Certain Mortgages.** The lien provided for herein shall be prior to all encumbrances made by an Owner or imposed by legal process upon any Owner

except taxes, bonds, assessments and other levies which by law are prior thereto, whether the notice of lien is recorded prior or subsequent to any such encumbrances, except that the lien provided for herein shall be subordinate to the lien of any First Mortgage. The sale or transfer of any Unit shall not defeat or affect the lien provided for herein; provided, however, that the sale or transfer of any such interest which is subject to any First Mortgage pursuant to a foreclosure under such First Mortgage shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessment(s) thereafter becoming due or from the lien thereof.

Article 12

DEANNEXATION

Section 12.1 **Deannexation.** Prior to the Close of Escrow of any Cottage Unit, the Declarant may deannex such Unit.

Article 13

MORTGAGEE PROTECTION

Section 13.1 **Priority of Mortgage Encumbrance.** No breach of the covenants, conditions or restrictions shall affect, impair, defeat or render invalid the lien or charge of any Mortgage encumbering any portion of the Covered Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise, with respect to such portion of the Covered Property.

Section 13.2 **Curing Defaults.** A Mortgagee, or its transferee of such Mortgagee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure.

Section 13.3 **Resale.** It is intended that any Mortgage to facilitate the resale of any Unit after judicial foreclosure is a loan made in good faith and for value and the Mortgagee shall be entitled to all of the rights and protections afforded to other Mortgagees.

Section 13.4 **Conflicts.** In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Article 14

GENERAL PROVISIONS

Section 14.1 **Enforcement.**

(a) The Declarant shall have the right, but not the obligation, and/or any other Owner shall have the right of action against any Owner to enforce, as provided in Article XV

below, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other amounts for such violation; and

(b) Each Owner by the acceptance of the deed or other conveyance of his or her Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and agrees that:

(i) the Covered Property is in close proximity to the Hotel and Hotel Improvements and related facilities and amenities; and

(ii) the quality of the maintenance of the Covered Property will impact the value, attractiveness and desirability of the Hotel and Hotel Improvement and amenities.

Section 14.2 No Waiver. Failure by Declarant, Association or any Owner to enforce any covenant, condition, restriction or reservation contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction and reservation.

Section 14.3 Cumulative Remedies. All rights, options and remedies of Declarant, Association and the Owners or Mortgagees under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, Association the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 14.4 Severability. Invalidation of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.5 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Declarant, Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than a Super Majority of the then Owners has been recorded agreeing to terminate said covenants, conditions and restrictions.

Section 14.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 14.7 **Singular Includes Plural.** Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 14.8 **Nuisance.** The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by the Declarant, Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 14.9 **Attorneys' Fees.** In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

Section 14.10 **Notices.** Any notice to be given to an Owner or to Declarant under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee at the address indicated below and placed in the first class United States mail, postage prepaid. Notice shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means. Any such notice shall be directed to the address of the party to whom intended as follows:

If to Declarant:	To the business office of the Declarant which is: Williams Bay Property Company, LLC __ Constance Boulevard Village of Williams Bay, Geneva Lake, Wisconsin 53191 Attention: Legal Department
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If to Owner:	To the street address of the Unit of such Owner. Notice to co-Owners may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.
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Section 14.11 **Effect of Declaration.** This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 14.12 **Personal Covenant.** To the extent the acceptance or conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner.

Section 14.13 **Nonliability of Officials.** To the fullest extent permitted by law, the Declarant and Association shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such committees or persons reasonably believed to be the scope of their duties.

Section 14.14 **Construction By Declarant.** Nothing in this Declaration shall limit the right of Declarant to alter any Unit still owned by Declarant or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Covered Property. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Covered Property caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to Close of Escrow to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Covered Property. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Owners' rights to use and enjoy the Covered Property.

Section 14.15 **Special Rights.** Declarant shall not be subject to any provisions of this Declaration pertaining to use restrictions. In addition, prior to the Conversion Date, the written approval of the Declarant shall be required to amend any provision of this Declaration.

Section 14.16 **Inapplicability to Government Property.** The provisions of this Declaration shall not be applicable to any portion of the Covered Property owned by a Public Agency and held for a public purpose, but shall apply to any Unit owned by a Public Agency that is used for a residential purpose.

Section 14.17 **Facilities, Events and Activities on the Hotel Property.** The Hotel Unit, Hotel Limited Common Elements, and Hotel Improvements (collectively, the "**Hotel Property**") includes but is not limited to the main Lodge, Guest Services building, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa, Outdoor Pool and Maintenance Building, and other areas such as hotel rooms, banquet facilities, retail shops, courtyards, roadways, parking lots, walkways, landscaping and related facilities that: (i) may host activities and provide entertainment, including private parties and functions, indoor and outdoor performance events, and sports events; and (ii).may require construction, maintenance and operations incident thereto (collectively, "**Hotel Events and Activities**"), which may be in close proximity to the Cottage Units and Cottage Limited Common Elements

Each Cottage Unit Owner, for himself or herself, and for their respective invitees, personal representatives, assigns, heirs and next of kin, agents, employees (collectively, the “**Related Parties**”):

(a) acknowledge the potential for nuisances created by or arising from the Hotel Property in connection with any of the Hotel Events and Activities or permanent Hotel Improvement;

(b) acknowledge that the Declarant has no obligation or right to regulate or control the Hotel Property, in any way or manner. The Owner of the Hotel Unit has the unilateral right to install any trees or other landscaping or construct any Hotel Improvements at any location within the Hotel Property;

(c) acknowledge and agree that Declarant makes no warranties or representations that the Hotel Property will be maintained and operated in the manner that existed or was contemplated at the time of the purchase of a Cottage Unit by an Owner; and

(d) acknowledge and agree that the Hotel Property is separate from the Cottage Units and Cottage Common Elements, and that no Owner shall have any special right or privilege to enter upon or use the Hotel Property, other than pursuant to such terms and conditions as are offered in club or membership license for a fee, which license or membership may also be offered to members of the general public from time to time.

(e) assume the risk of any property damage, personal injury or death and/or creation or maintenance of a trespass or nuisance created by or arising in connection with the Hotel Property or Hotel Events and Activities (collectively, “**Assumed Risks**”);

(f) release, waive, discharge, and covenant not to sue, and agree to indemnify and to hold harmless (i) Declarant, (ii) the Owner of the Hotel Unit and Hotel Improvements, and (iii) their respective directors, shareholders, affiliates, agents and employees (collectively, the “**Released Parties**”), and each of them, from any and all liability to the Related Parties for any losses, costs (including, without limitation, attorneys’ fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise;

Section 14.18 Noise and Hazards. Each Cottage Unit Owner acknowledges that such Owner has specifically considered the exposure and potential exposure of their Cottage Unit to noise and hazards from activities that may occur and conditions that exist outside of the boundaries of the Covered Property and that, in purchasing their Cottage Unit, the Cottage Unit Owner thereof is not relying on any statements made by Declarant or its representatives respecting such exposure. Purely as examples, and without limiting the generality of this disclaimer, the Covered Property may be subject to, and each Owner’s purchase of a Cottage Unit is made in full expectation of, noise and hazards being generated from the following:

(a) highways in the vicinity of the Cottage Units;

- (b) over-flights of general aviation aircraft;
- (d) air-conditioning compressors located near the Cottage Units, Hotel Units or any Hotel Property; and
- (e) maintenance of and activities and use of any adjacent property or property in which the Association has an easement right.

Section 14.19 **Construction and Sales Activity by Declarant.** Each Cottage Unit Owner acknowledges that Declarant shall conduct construction and sales activities in connection with the development and construction of the Cottage Units, including, but not limited to, special events, receptions, and open house models of Cottage Units.

Section 14.20 **View.** Each Cottage Unit Owner acknowledges that any construction or improvement by Declarant, or the Owner of the Hotel Unit may change, impair, obstruct or otherwise affect any view that a Cottage Unit Owner may have enjoyed at the time of the purchase of a Cottage Unit. Declarant does not guarantee that any views that a Cottage Unit Owner may have enjoyed will not be impaired or obstructed in the future by changes to other property. Each Cottage Unit Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Declarant, or its officers, employees, partners, subsidiaries, affiliated companies, or directors and agents or any of them in connection with the preservation of views and Cottage Unit Owner agrees to hold Declarant, the Owner of the Hotel Unit and all of their officers, employees, partners, shareholders, subsidiaries, affiliated companies, and directors and agents or any of them, free of liability from such damages, costs, expenses or charges incurred in connection therewith, such as, but not limited to, attorneys' fees and court costs and costs arising from any changes, obstruction or impairment of the view from any Owner's Cottage Unit.

Section 14.21 **Fire and Casualty Insurance.** Each Cottage Unit Owner and Hotel Unit Owner is responsible for obtaining a fire and casualty insurance policy on their respective Cottage Unit insuring their respective Cottage Unit and Hotel Unit and Owner's personal property against loss by fire or other casualty and to carry public liability insurance covering the Cottage Unit and Hotel Unit Owner's individual liability.

Section 14.22 **Private Sewer Restrictions.** Each Cottage Unit Owner and Hotel Unit Owner acknowledges, understands, and accepts the following covenants, conditions, and restrictions conditioned by the Walworth Wastewater District ("WWD") for allowance of exception for use of multi-unit sewer laterals requested by Cottage Unit Owner or Hotel Unit Owner on the Covered Property:

- (a) Ownership and maintenance of all individual-home and multi-unit sewer laterals ("**Private Sewer Facilities**") shall remain with Owner(s).
- (b) Private Sewer Facilities shall not be dedicated to WWD, nor shall WWD accept or be liable for ownership or maintenance of private sewer facilities.

(c) Each Owner individually and all Owners jointly, are liable and responsible for design, construction, operation, maintenance, repair and replacement of Private Sewer Facilities.

(d) Owners shall acknowledge that multi-unit laterals inherently allow the possibility of one living unit causing downstream sewer lateral blockage that affects other upstream living units connected to the same lateral. Owners shall be jointly responsible for any and all maintenance and damage caused by sewer lateral blockage regardless of cause.

(e) Owners individually and jointly shall indemnify the WWD Board of Directors, staff, and consultants from any and all claims related to Private Sewer Facilities and multi-unit laterals for any and all causes.

Section 14.23 No Public Right of Dedication. Nothing in this Declaration is a gift or dedication of all or any part of the Covered Property to the public, or for any public use.

Section 14.24 Public Access. In accordance with certain conditions of approval imposed by the Village in connection with the development of the Project, certain portions of the Project may be available for use by members of the general public.

Section 14.25 Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-laws of the Association, the terms and provisions of this Declaration shall prevail.

Section 14.26 No Representations or Warranties; Not An Enhanced Protection Agreement. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Covered Property or any portion of the Covered Property, or any Improvement thereon, its physical conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed from time to time with any applicable governmental authority. Nothing in this Declaration shall be construed to be an enhanced protection agreement.

Section 14.27 Disclosures. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Covered Property agrees to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Covered Property. Each Owner, by acceptance of a deed or other conveyance of a Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and understands the following:

(a) **Post Tension Concrete Slabs** Concrete slabs within the Covered Property may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is commonly known as a “Post Tension Slab.” Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing,

etc.) is very hazardous and may result in serious damage to the Unit or Cottage and/or personal injury. All Owners shall determine if their Unit has been constructed with a Post Tension Slab and, if so agree: (1) they shall not cut into or otherwise tamper with the Post Tension Slab; (2) will not permit or allow any other person to cut into or tamper with the Post Tension Slab so long as Owner owns any interest in the Unit; (3) they shall disclose the existence of the Post Tension Slab to any person who rents, leases or purchases the Unit from Owner; and (4) they shall indemnify and hold Declarant, and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by such Owner.

(b) **Proto-II Wall Disclosure.** Each Owner acknowledges and understands that some Covered Property walls may be a type of masonry fencing known as "Proto-II" walls. Although Proto-II walls typically look the same as conventional masonry fencing, the method of construction differs. Conventional masonry walls are built with rigid vertical and horizontal sleeves of rebar and grout to provide strength and stability to the wall. Proto-II walls, on the other hand, are constructed using high strength steel post-tensioning rods inside the footings and wall to induce tightness (tension) throughout the footings and wall. Because of the presence of post-tension rods within the structure of the wall, it is imperative that Owners contact a professional Proto-II wall installer before undertaking any structural repair of the Proto-II walls. By accepting conveyance of a Unit, each Owner specifically covenants and agrees (i) to engage the services of a Proto-II wall professional in connection with any structural work on the Proto-II wall; (ii) to disclose the existence of the Proto-II wall to any lessee, tenant, or subsequent purchaser; and (iii) Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the Proto-II wall by Owner or any employee, agent, family member or representative of Owner.

Article 15

DISPUTE RESOLUTION

Section 15.1 Alternative Dispute Resolution.

(a) **Alternative Dispute Resolution of Assessment Disputes.** Disputes between an Owner and the Association regarding Assessments imposed by the Association may be submitted to alternative dispute resolution in accordance with if such Owner pays in full (i) the amount of the Assessment in dispute, (ii) any late charges, (iii) any interest, and (iv) all fees and costs associated with the preparation and filing of a notice of the delinquent Assessment (including mailing costs and attorneys fees not to exceed the maximum amount allowed by law), and states by written notice that such amount is paid under protest, and the written notice is mailed by certified mail not more than thirty (30) days from the recording of a notice of delinquent Assessment. Upon receipt of such written notice, the Association shall inform the Owner in writing if applicable law requires a dispute be resolved through alternative dispute resolution. The right of any Owner to utilize alternative dispute resolution under this Section may not be exercised more than two times in any single calendar year, and not more than three times within any five (5) calendar years. Nothing within this Section shall preclude any Owner and the Association, upon mutual agreement, from entering into alternative dispute resolution in excess of the limits set forth

herein. An Owner may request and be awarded through alternative dispute resolution reasonable interest to be paid by the Association for the total amount paid under items (i) through (iv) above, if it is determined that the Assessment levied by the Association was not correctly levied.

(b) **Notice of Noncompliance.** After notice and a hearing, the Board may direct the officers of the Association to record a notice of noncompliance against a Unit Owner that has violated any provision of this Declaration. The notice shall include a legal description of the Unit and shall specify the provision of this Declaration that was violated, the violation committed, and the steps required to remedy the noncompliance. Once the noncompliance is remedied or the noncomplying Owner has taken such other steps as reasonably required by the Board, the Board shall direct the officers of the Association to record a notice that the noncompliance has been remedied.

(c) **Limitation on Expenditures.** The Association may not incur litigation expenses, including without limitation attorneys' fees, or borrow money to fund litigation, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Association first obtains the Consent of at least a Super -Majority of Members (excluding the voting power of any Owner who would be a defendant in such proceedings). Such approval is not necessary if the legal proceedings are initiated (i) to enforce the use restrictions contained in Article VI, (ii) to collect any unpaid Assessments levied pursuant to this Declaration, (iii) for a claim, the total value of which is less than five hundred thousand dollars (\$500,000), or (iv) as a cross-complaint in litigation to which the Association is already a party. If the Association decides to use or transfer funds from the Reserve Account or borrow funds to pay for any litigation, such notice shall provide an explanation of why the litigation is being initiated or defended, why General Account funds cannot be used, how and when the funds in the Reserve Account will be replaced or the loan will be repaid, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation which will be available at the Association's office. The accounting shall be updated monthly.

Section 15.2 **Resolution of Disputes.**

(a) **Utilization of Alternative Dispute Resolution Procedures.** The Association, each Owner of a Unit, and Declarant, for and on behalf of itself and all of the "**Declarant Parties**" as defined below), acknowledge and agree that the utilization of alternative dispute resolution ("**ADR**") procedures (including, without limitation, mediation, arbitration and judicial reference) pursuant to this Declaration in lieu of traditional civil litigation is in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Sections 1 through 16) which is designed to encourage the use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. Parties interpreting this Section shall follow the federal court rulings which provide, without limitation, that the Federal Arbitration Act (i) is a congressional declaration of a liberal federal policy favoring arbitration agreements as an alternative dispute resolution procedure, notwithstanding substantive or procedural state policies to the contrary: (ii) requires that federal and state courts rigorously enforce agreements to arbitrate: (iii) requires the scope of this alternative dispute resolution Section be interpreted broadly in favor of arbitration: and (iv) requires disputes over whether an issue is arbitrable be resolved in favor of arbitration. Specifically, this Section is to be interpreted in accordance with federal court rulings.

References herein to Wisconsin Statutes are not intended to be, and shall not be interpreted to be, a waiver of rights created under the Federal Arbitration Act. For purposes of this Section, the term “**Declarant Parties**” means and collectively refers to the Declarant, its members, managers, and each of their respective members, managers, shareholders, directors, officers and employees, and the term “**Declarant Party**” refers to any of the foregoing individually.

(b) **Authority of the Board of Directors Regarding Resolution of Disputes.**

The Board, for and on behalf of the Association, is authorized and empowered to initiate, defend, join in, settle and pay costs and expenses incurred in connection with any legal proceedings (including any ADR proceedings), as the Board, in its sole discretion, deems appropriate in connection with any dispute between or among: (1) the Association; (2) the Association and any Owner(s) (3) the Association and any of the Declarant Parties: (4) the Association and any other person or entity; (5) any Owner and any of the Declarant Parties: and (6) any Owner and another Owner. Such disputes may pertain to, among other things, (i) the interpretation and/or enforcement of the provisions of this Declaration: (ii) damage to any Improvements to the Covered Property; and (iii) damage to the Units which arises out of, or is integrally related to, any damage to the Covered Property. The Board is also authorized and empowered to perform any act reasonably necessary to resolve any such dispute through ADR proceedings.

(c) **Disputes Involving the Declarant, the Association, the Covered Property.** Except where prohibited by law and except as otherwise expressly set forth herein, all disputes that involve in any way or to any extent the Declarant, the Association and/or the Covered Property shall be resolved in accordance with the judicial reference provisions set forth below. Notwithstanding the foregoing, any disputes between the Association and any Owner regarding delinquent Assessments may be resolved as provided elsewhere in this Declaration (including, without limitation, the commencement of a civil action for judicial foreclosure of the assessment lien). Additionally, any dispute between the Association and the Declarant regarding the enforcement of a completion bond for the Covered Property shall be resolved in accordance with the instructions accompanying such completion bond and with the provisions of the Section of this Declaration entitled “Enforcement of Certain Bonded Obligations.”

(d) **Class Action and Other Disputes; Alternative Dispute Resolution.**

Before commencing any legal proceedings to commence a class action, the Association and each Owner may agree to alternate dispute resolution (“ADR”). If the parties to such dispute are unable to resolve the dispute by ADR, the parties shall resolve the dispute by judicial reference.

(e) **Judicial Reference.** All disputes required to be resolved by judicial reference as provided herein, and any other unresolved dispute that the parties desire to resolve by judicial reference pursuant to applicable law, shall be submitted to general judicial reference pursuant to applicable law. The parties to the dispute shall cooperate in the judicial reference proceedings. The referee (“**Referee**”) shall have the authority to try, and shall try, all issues, whether of fact or law, including, without limitation, the validity, scope and enforceability of these dispute resolution procedures, and shall report a statement of decision to the court. The judicial reference proceedings shall be conducted pursuant to procedures specified by the selected Referee and set forth herein, provided that the following rules and procedures shall apply in all cases unless all parties agree otherwise in writing:

(i) The parties shall agree upon a single Referee within (10) days of receipt by any party of a written request to resolve such dispute by judicial reference. If the parties are unable to agree upon a Referee within such ten (10) day period, then any party may thereafter seek to have a Referee appointed under applicable law. If the Referee is appointed by court, the Referee shall be a neutral and impartial retired judge with substantial experience in relevant matters from Judicial Arbitration and Mediation Service (“JAMS”), the American Arbitration Association (“AAA”) or similar mediation/arbitration entity. The proposed Referee may be challenged for any of the grounds listed in the applicable rules for judicial reference.

(ii) The judicial reference proceedings shall proceed without a jury, and the parties acknowledge and agree that they are waiving any and all rights to a jury trial.

(iii) The parties shall be entitled to conduct all discovery as provided in applicable law, and the Referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and/or enforce subpoenas, protective orders or other limitations on discovery available under applicable law.

(iv) The judicial reference proceedings shall be conducted in accordance with Wisconsin law (including the rules of evidence), and in all regards the Referee shall follow Wisconsin law as applicable at the time of the reference proceedings. The Referee may issue any remedy or relief, other than punitive damages, which the courts of the State of Wisconsin could issue if presented the same circumstances, and the Referee shall follow and otherwise employ the standards for issuing such relief as defined by Wisconsin law. The Referee may require one or more pre-hearing conferences. A stenographic record of the proceedings shall be made. The Referee’s statement of decision shall contain findings of fact and conclusions of law to the extent applicable. The Referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the Referee upon all of the issues considered by the Referee shall be binding upon the parties, subject to rights of appeal as provided below, and upon filing of the statement of decision with the clerk of any court of the State of Wisconsin having jurisdiction thereof, or with the judge where there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. The judgment and decision of the Referee shall be appealable in the same manner and subject to the same rules as if rendered by the court.

(v) If a dispute involves parties other than those listed in this Section, this provision shall be interpreted to bring such third-party disputes into the general reference procedure prescribed herein to the extent permitted by law and by the provisions of this Declaration. All parties shall cooperate in good faith to ensure that necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceedings if all parties against whom Declarant has necessary or permissive cross-claims or counterclaims, including, without limitation, other Declarant Parties, will not or cannot be joined in the judicial reference

proceeding, such that Declarant would be forced to litigate in multiple forums or potentially face inconsistent rulings.

(vi) The exclusive venue for all judicial reference proceedings shall be in the County, unless all parties agree to a different location; and

(vii) Except where attorneys' fees are awarded as an element of sanctions or pursuant to a written agreement, the parties shall bear their own attorneys' fees in any proceedings conducted hereunder. In any dispute involving Declarant on the one hand, and the Association, or an Owner on the other hand, the Association, or the Owner shall advance an amount equal to the cost of filing a civil action for the same claim in the appropriate state court in the County, and Declarant shall advance the initiation/filing fees in excess of the amount advanced by the Association or the Owner. Unless otherwise agreed to by the parties or ordered by the Referee, all other costs and fees of the proceedings shall be advanced equally by the parties to the proceedings. For all disputes not involving the Declarant, the initiation/filing fees and all other costs and fees of the proceedings shall be advanced equally by each party to the proceedings (unless otherwise agreed among the parties or ordered by the Referee). In all cases, the costs and fees (including, without limitation, the initiation/filing fees, but excluding attorneys' fees) of such judicial reference proceedings shall ultimately be borne as determined by the Referee in his or her discretion as the interests of justice dictate. The Referee may award litigation costs to the prevailing party.

Section 15.3 **Waivers.**

(a) **WAIVER OF COURT AND JURY TRIAL.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN. IN THE EVENT ANY OF THE PROCEDURES SET FORTH OR REFERENCED HEREIN ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, IN WHOLE OR IN MATERIAL PART, SUCH THAT THE RESOLUTION OF THE DISPUTE SHALL PROCEED BY WAY OF CIVIL LITIGATION PROCEEDINGS, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES NONETHELESS WAIVE THE RIGHT TO JURY TRIAL WITH RESPECT TO SUCH DISPUTE.

(b) **WAIVER OF PUNITIVE DAMAGES.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO PUNITIVE OR EXEMPLARY DAMAGES

Section 15.4 **Name and Address of Registered Agent.** The name and address of the Registered Agent for service of process is: _____

Article 16

AMENDMENT PROVISIONS

Section 16.1 **Amendment by Owners.**

(a) **Prior to Close of Escrow.** In addition to the right of the Declarant to deannex any Unit on which a Close of Escrow has not occurred, Declarant shall also have the right to cancel, amend or modify this Declaration until such time as a Close of Escrow has occurred. Any such cancellation, amendment or modification of this Declaration shall be effective when executed by Declarant, and, if any portion of the Covered Property is owned by any persons or entities other than Declarant, by such Owner(s) of the Covered Property.

(b) **After Close of Escrow.** After a Close of Escrow has occurred, the Declaration may only be amended as follows:

(i) By the Declarant at any time and from time to time if the changes are made to correct any scrivener error or to comply with applicable law, provided that such changes will not have a material adverse effect upon the rights, duties and obligations of the Owners; or

(ii) By the Declarant while it is still a Class B Member as may be required by any lending institution, title insurance company, public body, or as may be necessary to comply with the lawful requirements of any jurisdiction in which Units are offered for sale, sold or used, or to facilitate the operation and management of the Covered Property; provided, however, that no amendment to this Declaration may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit or change the proportion or percentage by which an Owner votes, shares the costs of operation, or otherwise materially and adversely affects the rights or obligations of an Owner unless such amendment is also approved by at least a majority of the Members of the Association.

Any amendment to this Declaration under (i) or (ii) above shall be executed solely by the Declarant, setting forth in full the text of such amendment, and the appropriate recording data of this Declaration, and shall become effective upon the recording of said instrument in the Official Records.

(iii) At any time after the Conversion Date by two (2) officers of the Association provided that such amendment has first been approved with the Consent of a Majority of Members. Such amendments shall become effective upon the recording of said instrument in the Official Records.

Section 16.2 **Declarant's Approval.** Notwithstanding any other provisions of this Declaration, this Declaration cannot be amended without the prior written approval of the Declarant for the later of ten (10) years after the Close of Escrow of the last Cottage Unit in the Covered Property. Any modification or elimination of this Section shall likewise require the prior written approval of the Declarant.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

WILLIAMS BAY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: William V. Krehbiel
Its: Managing Member

CONSENT BY MORTGAGEE:

By: _____
Name: _____
Title: _____
Bank: _____

STATE OF WISCONSIN)
VILLAGE OF WILLIAMS BAY) ss
COUNTY OF WALWORTH)

On _____ before me, _____,
Notary Public, personally appeared _____
and _____, personally known to me to
be the persons whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the persons, or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

(SEAL)

EXHIBIT SCHEDULE

EXHIBIT A	Definitions
EXHIBIT B-1	Legal Description of Covered Property
EXHIBIT B-2	Condominium Plat
EXHIBIT C	Schedule of Maintenance
EXHIBIT D	Unit Information and Proportionate Share

EXHIBIT A
DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Annual Report. “Annual Report” shall mean a report to Owners comprising (a) a balance sheet relating to the Association as of the last day of a Fiscal Year, (b) an operating statement for such Fiscal Year, (c) a statement of the net changes in financial position of the Association for such Fiscal Year, and (d) a list of the names, business mailing addresses and business telephone numbers of the members of the Board.

Articles. “Articles” shall mean the Articles of Incorporation of the Association which are, or shall be, filed in the Office of the Secretary of State of Wisconsin, as said Articles may be amended from time to time.

Assessment. “Assessment” shall mean a Regular Assessment, Special Assessment, or Personal Assessment.

Association. “Association” shall mean The Preserve, a Wisconsin nonprofit mutual benefit corporation.

Board. “Board” shall mean the board of directors of the Association.

Budget. “Budget” shall mean an annual written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board pursuant to this Declaration, and required to be paid by each Owner according to its Proportionate Share.

By-laws. “By-laws” shall mean the By-laws of the Association which have been or will be adopted by the Board of the Association, as the same may be amended from time to time.

Class A Member. “Class A Member” shall have the meaning ascribed to it in Section 7.1(e).

Class B Member. “Class B Member” shall have the meaning ascribed to it in Section 7.1(e).

Close of Escrow. “Close of Escrow” shall mean the date on which a conveyance document has been recorded in the Official Records pursuant to which Declarant conveyed a Unit within the Covered Property.

Common Element. “Common Element” shall mean all areas of the Covered Property, except all Units therein as more specifically defined on the Condominium Plat; the Common

Element is designated for undivided ownership by the Owners of the Units based on the Proportionate Share listed on **Exhibit D**.

Common Expenses. “Common Expenses” shall mean all Cottage Unit and Hotel Unit Common Expenses required to be paid by Unit Owners according to each Owner’s Proportionate Share, as more specifically set forth below, including without limitation the following:

(a) The following Unit Common Expenses shall be collected as part of the Regular Assessment and earmarked in the General Account or Reserve Account as “General Common Expenses”:

(i) Operating Expenses as described in the budget for the Fiscal Year applicable to the calculation.

(ii) Reserve Expenses as described in the budget for the Fiscal Year applicable to the calculation.

Common Furnishings. “Common Furnishings” shall mean the furnishings, fixtures and equipment within the Common Elements or Limited Common Elements of the Covered Property, such as furniture or decorations placed by the Association on the Limited Common Elements (balconies/patios/terraces) or furniture or decorations placed in the shared entryways to lock-off units, if any. Common Furnishings are owned in common by all of the Owners.

Condominium Plat. “Condominium Plat” shall be the Condominium Plat attached under **Exhibit B-2** and recorded in Official Records, including any Supplementary Condominium Plat.

Consent of a Majority of Members. “Consent of a Majority of Members” shall mean the vote or written assent of: (a) while there is a Class B membership, (i) Class A Members entitled to vote and who collectively own more than fifty percent (50%) of the total voting power vested in such Class A Members, and (ii) Declarant, and (b) after there is no longer a Class B membership, Members, including Declarant, entitled to vote and who collectively own more than fifty percent (50%) of the voting power vested in the Members.

Consent of a Majority of Non-Declarant Owners. “Consent of a Majority of Non-Declarant Owners” shall mean the vote or written assent of Non-Declarant Owners entitled to vote or so assent and who collectively own more than fifty percent (50%) of the total voting power vested in such Non-Declarant Owners.

Consent of a Super-Majority of Members. “Consent of a Super-Majority of Members” shall mean the vote or written assent of: (a) prior to the Conversion Date (i) Non-Declarant Owners entitled to vote or so assent and who collectively own seventy-five percent (75%) of the total voting power vested in such Non-Declarant Owners and (ii) Declarant, and (b) from and after the Conversion Date, Owners entitled to vote or so assent and who collectively own more than seventy-five Percent (75%) of the total voting power vested in such Owners.

Conversion Date. “Conversion Date” shall mean the date on which Declarant’s Class B Membership converts to Class A Membership, as more particularly described in Section 7.1(e).

Cottage Unit Common Expenses. “Cottage Unit Common Expenses” shall mean that portion of the Common Expenses incurred in the operation, maintenance and repair of the Cottage Units and any Limited Common Elements of the Cottage Units, including without limitation deferred maintenance and replacement Reserve Expenses for such purposes, the cost and expenses of liability and casualty insurance coverage for the interior and contents of Cottage Units and any Limited Common Elements for the Cottage Units, the costs of utility service for the Cottage Units, and any other costs and expenses declared Cottage Unit Common Expenses by this Declaration or by the Board. Cottage Unit Common Expenses are calculated for each Cottage Unit Owner in accordance with each Cottage Unit Owner’s Proportionate Share. Gas and water or other utilities that are not separately metered to an individual Cottage Unit shall be allocated by Proportionate Share.

Cottage Unit. “Cottage Unit” shall mean the cottage designated on the Condominium Plat within the Covered Property, any appurtenant or designated Cottage Common Element, Cottage Limited Common Element, Cottage Common Furnishings, together with (i) any additions or modifications or replacements that may hereafter be made thereto, and (ii) all improvements and fixtures contained therein.

Cottage Unit Owner. “Cottage Unit Owner” shall mean the Owner of a Cottage Unit within the Covered Property.

County. “County” shall mean the County of Walworth, State of Wisconsin.

Covered Property. “Covered Property” shall mean the real property described in Paragraph A of the Recitals that is encumbered by this Declaration and any real property within the Project to which any Owner or Declarant has legal use or access rights granted by easement, lease or contract.

Deannexation Date. “Deannexation Date” shall mean the date of any deannexation pursuant to Section 12.1 hereof.

Declarant. “Declarant” shall mean:

(a) WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company, its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and

(b) any person or entity, his, her or its successors and assigns, to which the foregoing Declarant has assigned any or all of its rights and obligations by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

Declarant Guest. “Declarant Guest” shall mean any person who occupies a Cottage Unit owned by Declarant with the permission of Declarant and such person’s family, guests, licensees or invitees.

Declaration. “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for the Private Residences I at the Preserve, A Condominium in Williams Bay, as it may be amended from time to time.

Declarant’s Report. “Declarant’s Report” shall mean a statement containing the following information, where applicable:

- (a) A status report covering each Improvement, if any, included in the Covered Property which was scheduled for completion during the Fiscal Year according to the planned construction statement for the Covered Property and each still uncompleted Improvement that was scheduled for completion during an earlier Fiscal Year;
- (b) The number of Units owned by Declarant as of the first and last day of the Fiscal Year;
- (c) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments which Declarant became obligated to pay during the Fiscal Year;
- (d) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments actually paid by Declarant to the Association during the Fiscal Year.
- (e) If no Subsidy Agreement is in effect during a Fiscal Year, the amount of any delinquency amount owed by Declarant in the payment of Regular Assessments and Special Assessments that has not been cured as of the date of such Declarant’s Report; and
- (f) An itemized report of funds, goods and services furnished by Declarant or caused to be furnished to the Association (if any) under the Subsidy Agreement, if any, including, without limitation, payment of Reserve Expenses thereunder.

Mortgage or Mortgagee. “Mortgage” or “Mortgagee” shall mean any duly recorded mortgage encumbering a Unit, and the holder of the beneficiary’s interest under any such Mortgage, respectively. “First Mortgage” and “First Mortgagee” shall mean a Mortgage which has priority over all other Mortgages encumbering a specific Unit, and the holder of any such First Mortgage, respectively.

Delinquent. “Delinquent” shall mean a payment that is due to the Association hereunder and remains unpaid more than fifteen (15) days after the due date therefor.

Detained User. “Detained User” shall mean the person detained by the Detaining User.

Detaining User. “Detaining User” shall mean any Cottage Unit Owner or Permitted User who makes unauthorized use or occupancy of a Cottage Unit, or who through any act or course of conduct affecting the Covered Property or the Common Elements or any portion thereof, renders a Cottage Unit uninhabitable or unusable.

Exhibit. “Exhibit” shall mean any document so designated herein and attached hereto.

Fiscal Year. “Fiscal Year” shall mean the one (1) year period commencing on the first day of January of each calendar year, which shall be the fiscal year of the Association; provided, however, that the first Fiscal Year shall be the partial year period commencing on the conveyance by Declarant of the first Cottage Unit and ending on December 31 of such calendar year; provided, further, that the Fiscal Year shall be subject to change by amendment to the By-laws.

General Account. “General Account” shall mean the separate account(s) with a bank and/or savings and loan association located within the State of Wisconsin and selected by the Association into which all cash and cash equivalent receipts of the Association shall be deposited.

General Common Expenses. “General Common Expenses” shall mean Unit: (i) Operating Expenses, and (ii) Reserve Expenses, as more specifically set forth herein.

Governing Instruments. “Governing Instruments” shall mean the basic documents creating and governing the Covered Property, including, but not limited to, this Declaration, the Articles of Incorporation and By-laws of the Association, the Condominium Plat, the Rules and Regulations and Reservation Policies and Procedures adopted by the Board.

Hotel Events and Activities. “Hotel Events and Activities” shall have the meaning ascribed to it in Section 14.17 of this Declaration.

Hotel Improvement. “Hotel Improvements” include any Improvement which is within the Hotel Unit or Hotel Limited Common Element, and any Improvement located on the adjacent property containing the Hotel and related facilities, and such facilities may change from time to time at the sole discretion of the Owner of the Hotel Unit.

Hotel Limited Common Elements. “Hotel Limited Common Element” shall mean the Improvements identified on the Condominium Plat as Limited Common Elements of the Hotel Unit.

Hotel Property. “Hotel Property” shall mean the Hotel Unit and the Hotel Limited Common Elements, including but not limited to Hotel Improvements.

Hotel Unit. “Hotel Unit” shall mean the Improvements shown on the Condominium Plat as the Hotel Unit, including but not limited to: the Lodge, Guest Services, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa and related Hotel Improvements.

Hotel Unit Owner or Owner of the Hotel Unit. “Hotel Unit Owner” or “Owner of the Hotel Unit” shall mean the owner of record of the Hotel Unit.

Improvement. “Improvement” shall mean all:

- (a) structures and appurtenances thereto of every type and kind, including but not limited to, buildings, out buildings, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads,

driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or wind-powered energy systems or equipment, and water softener or heater or air conditioning and heating fixtures and equipment;

(b) the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind;

(c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;

(d) landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants;

(e) any change or alteration of any Improvement including any change of material, exterior appearance, color or texture; and

(f) the processing and recordation of any lot line adjustment.

Limited Common Elements. “Limited Common Elements” shall mean either a Hotel Limited Common Element or a Cottage Limited Common Element, which are portions of the Common Elements designated on the Condominium Plat, as an area for the exclusive use of the occupant of a particular Unit, in accordance with Wisconsin Statutes. For the Cottage Units, Limited Common Elements shall include any balcony, terrace or patio adjacent to or adjoining a Cottage Unit, and any driveway delineated on the Condominium Plat intended for the exclusive use of a particular Cottage Unit Owners. For the Hotel Units, Limited Common Elements shall include any areas or facilities within the Hotel Property designated on the Condominium Plat, intended for the exclusive use of the Owner of such Hotel Unit, within which the Hotel Unit Owner may designate areas or easements for its Permitted Users.

Major Components. “Major Components” shall mean the major components of the Common Elements, Limited Common Elements or of the Common Furnishings.

Management Agreement. “Management Agreement” shall mean an agreement between the Association and the Managing Agent, as more particularly described in Section 8.6.

Managing Agent. “Managing Agent” shall mean the agent engaged by the Board as authorized by Article VIII of this Declaration. The first Managing Agent shall be appointed by Declarant and may be the Declarant or an affiliate of the Declarant.

Member. “Member” shall mean any Owner within the Covered Property who automatically becomes a member of the Association.

Non-Declarant Owners. “Non-Declarant Owners” shall mean all Owners other than Declarant.

Official Records. “Official Records” shall mean the official records in the County of Walworth.

Official Survey. “Official Survey” shall refer to that survey that the Declarant shall perform once the Covered Property is complete. The Official Survey shall contain the interior square footage of each Unit.

Operating Expenses. “Operating Expenses” shall mean the costs and expenses required to be paid by Owners, according to each Owner’s Proportionate Share, to provide for the on-going maintenance, administration, management, operation, repair and replacement of the Common Elements, including any landscaping thereon, and Common Furnishings. The initial schedule of maintenance is set forth on Exhibit C attached hereto; however, the Declarant shall have the exclusive right to modify the specifications for the schedule of maintenance in its sole discretion from time to time.

Original Deed. “Original Deed” shall mean each grant deed from Declarant first recorded after the date hereof conveying a Unit or an interest therein, excluding, however, any deed which conveys all or substantially all of the interest in the Project then owned by Declarant and which expressly recites that it is not an Original Deed within the meaning of this Declaration. Each Original Deed shall contain the interior square footage of the Unit as expressed on the Official Survey.

Owner. “Owner” shall mean one or more persons or entities who alone or collectively own a Unit, including Declarant, excluding those having any such interest merely as security for the performance of an obligation. The Declarant is the Owner of any Unit created by this Declaration until the Unit is sold or conveyed.

Permitted User. “Permitted User” shall mean, with respect to each Cottage Unit, a Cottage Unit Owner’s immediate family or user with permission of the Owner who occupies a Cottage Unit during the Owner’s Use period but while not being used by the Owner of the applicable Cottage Unit. A Cottage Unit Owner’s “immediate family” shall mean such Owner’s spouse, domestic partner and children only. Anyone permitted to use the Cottage Unit Owner’s Unit while the Owner is not in residence must be registered with the Association. With respect to the Hotel Unit Owner, a Permitted User shall mean any person who comes upon the Covered Property with the permission of the Hotel Unit Owner, including, without limitation, such Owner’s lessees, licensees or invitees.

Personal Assessment. “Personal Assessment” shall mean a charge against a particular Owner and the Owner’s Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner of this Declaration or any amendment hereto, the Governing Instruments or for purposes set forth in the Declaration, together with late charges and interest as provided for herein. Personal Assessment shall include without limitation any Common Expense caused by the misconduct of an Owner or of such Owner’s Permitted User, and any Common Expense arising from loss or damage to Common Furnishings caused by an Owner or such Owner’s guests.

Project. “Project” shall have the meaning ascribed thereto in Article I.

Proportionate Share. “Proportionate Share”, listed in **Exhibit D**, shall mean the undivided interest of the building area of each Owner’s Unit in the Common Elements, Common Expenses, and voting share, based on the following formula:

<u>Interior area of the Unit owned</u>
Interior area of all Units

For purposes of the above formula, “Interior area of the Unit owned” shall mean the area of the Unit set forth in **Exhibit D** of the Declaration, which is based on the Unit Type and all available information available to the Declarant at the time of this Declaration; even if an actual measurement as built shall differ. For purposes of the above formula, the term “Interior area of all Units” shall mean the total square footage of all Units which are a part of the Project, as set forth in **Exhibit D**.

Public Agency. “Public Agency” shall mean individually and/or collectively the Village, the County, the State of Wisconsin, and the United States of America, or any agency of any of the foregoing that has authority over all or any portion of the Covered Property or which regulates or has the authority to regulate any of the uses thereon.

Regular Assessment. “Regular Assessment” shall mean a charge against each Owner and the Owner’s Unit for purposes of covering the annual costs of the Common Expenses. Regular Assessments are calculated for each Owner in accordance with each Owner’s Proportionate Share, based on a Budget adopted by the Board in accordance with this Declaration.

Reservation Policies and Procedures. “Reservation Policies and Procedures” shall mean such policies and procedures promulgated for the use and occupancy of the Cottage Units, as may be adopted from time to time by the Board.

Reserve Account. “Reserve Account” shall mean: (a) one or more interest bearing accounts with one or more banks and/or savings and loan associations selected by the Association, or (b) one or more treasury bills and/or certificates of deposit, which account(s), treasury bills and/or certificates of deposit shall contain funds collected as and for Reserve Expenses.

Reserve Expenses. “Reserve Expenses” shall mean the specific capital expenditures required to be made at any time and from time to time, allocated to each Owner based on each Owner’s Proportionate Share, to provide for the repair, replacement or restoration of the Common Elements, Common Furnishings and for such other purposes as prudent business practice requires.

Rules and Regulations. “Rules and Regulations” shall mean the provisions and limitations promulgated from time to time by the Board governing the general use of the Common Elements and Limited Common Elements, Units by any Owner, permitted occupant, with respect to the Covered Property and the additional guidelines for use of the Covered

Property. The Board may also establish rules that affect one or more cluster of Cottage Units. However, the Consent of a Super-Majority of Members of any Cost Center Area may veto any proposed rule which would materially adversely affect the Owners of such Cost Center Area.

Special Assessment. “Special Assessment” shall mean a charge against each Owner and the Owner’s Unit, calculated in accordance with the Proportionate Share, for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Covered Property, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board from time to time as provided herein. Special Assessments shall be allocated to Owners based on whether the nature of the costs and expenses are attributable to General Common Expenses or cluster of Units (“**Cost Center Area Expenses**”), if any.

Starting Date. “Starting Date” shall mean the date on which the first Original Deed conveying a Cottage Unit is recorded in the Official Records.

Statement of Status. “Statement of Status” shall mean a written statement setting forth the amount of any Delinquent Assessments or any other amounts unpaid with respect to such Unit.

Subsidy Agreement. “Subsidy Agreement” shall mean an agreement between the Association and Declarant regarding Declarant’s subsidy of certain Assessments.

Supplementary Condominium Plat. The term “Supplementary Condominium Plat” means any Condominium Plat which supplements a previously recorded Condominium Plat and which is subsequently recorded to designate the boundaries of any Limited Common Elements. A Supplementary Condominium Plat shall also include a condominium plat or amendment to condominium plat which corrects technical errors in the originally recorded Condominium Plat.

Unit. “Unit” shall mean portions of the Covered Property identified and designated in the Condominium Plat attached under **Exhibit B-2** as a “Cottage Unit” or the “Hotel Unit”, for separate ownership, not owned in common with the Owners of other Units in the Covered Property, and shall consist of fee ownership in an Airspace. For the purposes of this Declaration, “Airspace” shall refer to that portion of a Unit identified in the Condominium Plat by a Unit number and shall consist of the interior of each Unit and the space encompassed thereby, including the outlets of all utility installations therein. The following are not part of a Unit: bearing walls, columns, beams, floors, roofs, slabs, gypcrete or concrete flooring, foundations, chimneys, balcony railings, exterior doors, landings, entry courts, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, common mailbox structures, irrigation equipment and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations (and/or the outlets thereof when located within the Units). Also excluded are pavement, sidewalks, driveways, fences, perimeter walls, retaining walls, poles, signs, monument signs and all landscaping located on the Common Elements. Each Unit is bounded by and contained within the interior unfinished surfaces of the perimeter wall, floors, ceilings, windows and doors of the said Unit, and the Airspace encompassed thereby, and is identified

herein by its respective Unit number. The lower boundary of each Airspace is a horizontal plane, the elevation of which as shown on the elevation sheet attached to the Condominium Plat, the maximum upper boundary is as shown on the elevation sheet. The lateral boundaries of each Airspace are vertical planes at the limits of the horizontal dimensions as shown in the Condominium Plat for each Airspace. Each Unit includes both the portion of the depiction described and the Airspace so encompassed and the interior surfaces of all windows and doors in said Unit, all built-in appliances and fixtures and the firebox portion of the fireplace. Unless otherwise indicated, all boundary lines, both horizontal and vertical, intersect at right angles.

Use Periods. “Use Periods” shall mean any number or combination of days or weeks used by an Owner of a Cottage Unit within the maximum amount ninety (90) days use each Use Year (with no more than twenty-eight (28) consecutive days in a row), all reserved in accordance with the Reservation Policies and Procedures.

Use Plan. “Use Plan” shall mean the ownership and use plan for the Cottage Units set forth in this Declaration and further set forth in the Reservation Policies and Procedures promulgated by the Association for the use and occupancy of such Cottage Units.

Use Year. “Use Year” shall mean the one (1) year period commencing on January 1 and ending on December 31 each calendar year. The initial Use Year for a Cottage Unit shall be the period between the initial Close of Escrow date for the Unit and the end of the calendar year in which the Close of Escrow occurred.

Williams Bay Offer Form. “Williams Bay Offer Form” shall mean a purchase and sale agreement by and among Declarant and the person or entity named therein as “Buyer” or “Purchaser” providing for the sale by Declarant and the purchase by Buyer or Purchaser of a Cottage Unit in the Covered Property.

Wisconsin Statutes. “Wisconsin Statutes” shall mean collectively the applicable law to the Condominium, including the Condominium Ownership Act, Wisconsin Statutes Sections 703.01 – 703.38, any regulations promulgated thereunder, insurance laws, and any other applicable law or Wisconsin law, existing as of the effective date of this Declaration which regulate the Covered Property.

EXHIBIT B-1

LEGAL DESCRIPTION FOR THE COVERED PROPERTY

The following Units: __ - __ within the following real property:

LOT 4 OF CSM NO. __, RECORDED AS DOCUMENT NO. ____, IN VOLUME ____, PAGE ____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

EXHIBIT B-2
CONDOMINIUM PLAT
[ATTACH]

EXHIBIT C

SCHEDULE OF MAINTENANCE

1. Paint and repair stucco every four (4) years, according to Declarant's specifications.
2. Paint/stain trim every two (2) years, according to Declarant's specifications.
3. Stain/oil teak every six (6) months, according to Declarant's specifications.
4. Paint wrought iron every two (2) years, according to Declarant's specifications.
5. Wash and clean patio and balconies, according to Declarant's specifications.
6. Clean/vacuum corridors, according to Declarant's specifications.
7. Steam/deep clean corridors, according to Declarant's specifications.
8. Wash/clean building exterior, according to Declarant's specifications.
9. Wash/clean windows, according to Declarant's specifications.
10. Wash/clean cushions, according to Declarant's specifications.

* Maintenance timing is according to Declarant's specifications.

EXHIBIT D

UNIT INFORMATION

Unit No.	Unit Type	Land Area	Proportionate Share
1	“Hotel Unit”	704,457 sqft (16.17 acres)	98.446%
2	Cottage ‘A’	1,161 sqft	0.162%
3	Cottage ‘C’	1,051 sqft	0.147%
4	Cottage ‘A’	1,161 sqft	0.162%
5	Cottage ‘B’	1,051 sqft	0.147%
6	Cottage ‘A’	1,161 sqft	0.162%
7	Cottage ‘B’ (ADA)	1,051 sqft	0.147%
8	Cottage ‘A’	1,161 sqft	0.162%
9	Cottage ‘A’	1,161 sqft	0.162%
10	Cottage ‘B’	1,051 sqft	0.147%
11	Cottage ‘A’	1,161 sqft	0.162%



Planning Request Application Village of Williams Bay

250 Williams Street • PO Box 580 • Williams Bay, WI 53191
Phone: 262-245-2700 • Fax: 262-245-2705

Request:

Please check all that apply.

- ☐ Site Plan [§390.1206] - \$200.00 plus \$.04/sf floor area
- ☐ Conditional Use Permit (CUP) [§390.1207] - \$500.00
- ☐ Certificate of Compliance [§390.1211] - \$200.00
- ☐ Temporary Use Permit [§390.1208] - \$200.00
- ☒ Preliminary Plat - \$200.00 plus \$20.00 per lot
- ☐ Certified Survey Map (CSM) - \$200.00 plus \$20.00 per lot
- ☐ Final Plat - \$100.00 plus \$10.00 per lot
- ☐ Planned Development Overlay (PDO) [§390.0709] - \$500.00
- ☐ Planned Development Amendment - \$500.00
- ☐ Zoning Text or Map Amendment [§390.1204] - \$500.00
- ☐ Project Concept Review - \$200.00
- ☐ Land Use Plan Amendment - \$500.00
- ☐ Interpretation [§390.1216] - \$200.00
- ☐ Appeal [§390.1217] - \$500.00
- ☐ Other: _____ Fee: _____

Date application was received:

Fee Paid:

Physical Address of Site: _____ CONSTANCE BLVD

Tax Parcel Number: _____ TBD (Dependant on Proposed CSM)

Project or Development Name: _____ The Preserve, a Condominium

Applicant

Name: _____ Darrell Slomiany
Mailing Address: _____ 111 S Wacker Dr Suite 4960
_____ Chicago, IL 60606
eMail: _____ dslomiany@topography.com
Phone: _____ 312-833-1308

Owner of Site

Name: _____ Williams Bay Property Co LLC
Mailing Address: _____ 111 S Wacker Dr Suite 4960
_____ Chicago, IL 60606
eMail: _____ dslomiany@topography.com
Phone: _____ 312-833-1308

Legal Representative

Name: _____ Nick Egert
Mailing Address: _____ 835 Geneva Parkway North, Suite 1
_____ Lake Geneva, WI 53147
eMail: _____ nick@egertlawfirm.com
Phone: _____ 262-248-6600

Architect, Engineer, Contractor

Name: _____ Timothy C. Lynch, PE
Mailing Address: _____ 440 Milwaukee Ave
_____ Burlington, WI 53105
eMail: _____ tlynch@lynch-engineering.com
Phone: _____ 262-402-5034

Legal Description of Site (Attach separate sheet if additional space is needed):

Lot 4 of Certified Survey No. (TBD; attached as part of plat)

Please answer all applicable. Missing or incomplete information may deem this application "incomplete," delaying or prohibiting a review.

Current Zoning of Site: P&I

Current Overlay Districts of Site: PDO

Proposed Zoning of Site: PDO

Proposed type of structure of use: See final development plan narrative documentation for type of structure of use.

Proposed use of structure or site: See final development plan narrative documentation for proposed use of structure.

Statement of proposed use of property, with pertinent facts regarding the size of area involved, extent of development, type of operation, etc. (Attach separate sheet if additional space is needed):

See final development plan narrative documentation use of property, sizes, locations, type of operations and overall use for the development.

Statement showing compatibility of proposed zoning district and/or proposed use to the Village Comprehensive Plan: (Attach separate sheet if additional space is needed)

See final development plan narrative documentation conformance with the Village Comprehensive plan.

Statement showing compatibility of proposed zoning district and/or proposed use with adjacent properties and neighborhoods (Attach separate sheet if additional space is needed):

See final development plan for exhibit showing existing and proposed use for all properties surrounding the development.

Print Applicant's Name: Darrell Slomiany

Date: 01/05/26

Signature of Applicant:



THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO.____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cop

N. LAKESHORE DRIVE
(60' WIDE)

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-16
N03°02'W 2651.60'

EXISTING CONDITIONS

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23

N88°39'51"E 25.00'
N00°08'06"W 66.01'
N88°39'51"E 25.01'

N88°39'52"E 2640.83'
SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-16
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-16

Lot 2
CSM #

Lot 1
CSM #4226

143.34'
N62°01'22"E
N00°08'06"W 253.37'

OUTING STREET
(20' WIDE)

ACCESS AND UTILITY EASEMENT

16' PEDESTRIAN ACCESS EASEMENT

30' ACCESS/UTILITY EASEMENT

LODGE

GUEST SERVICES

CART BARN

MABEL CRATTY

BOATHOUSE

UNIT 1
(HOTEL UNIT)
704,457 sqft
16.17 acres

WEIDENSALL RESTAURANT

SPA CABIN

SPA

MAINTENANCE BUILDING

OUTDOOR POOL

CONSTANCE BLVD.
(66' R.O.W.)

Lot 3
CSM #

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.

Lot 1
CSM #4998

South 1/4 Corner
Section 1-1-16
N. 210,199.94
E. 2,358,876.35

PRELIMINARY
SIGNATURE
DATE

0' 100'
SCALE: 1" = 100'

Legend:

- Found Concrete Monument (unless noted otherwise)
- Found 1" Iron Pipe
- Found Iron Rod
- Found PK Nail
- LCE Limited Common Element
- Existing Building
- Existing Building to be razed

NOTES:
APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025
"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."

LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

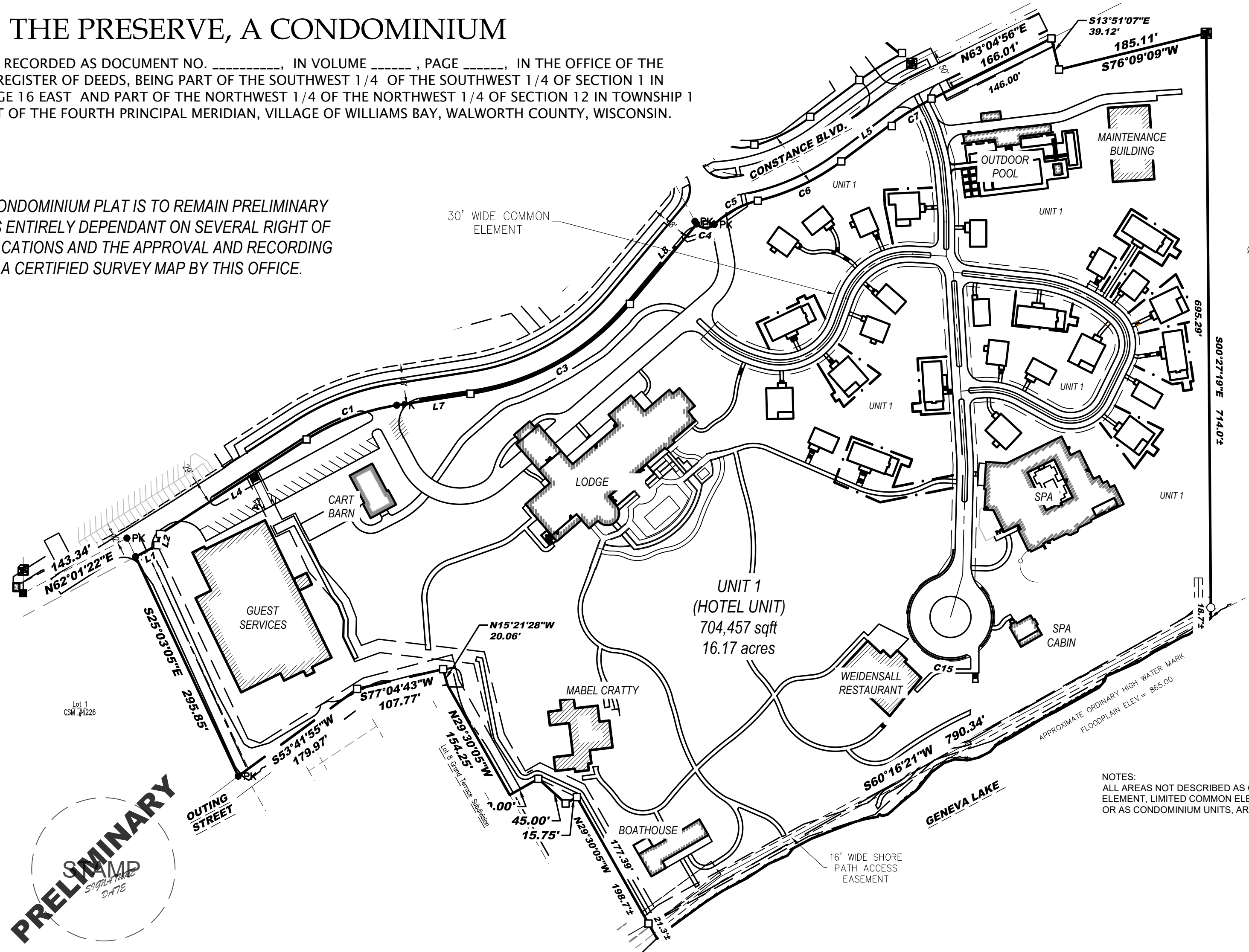
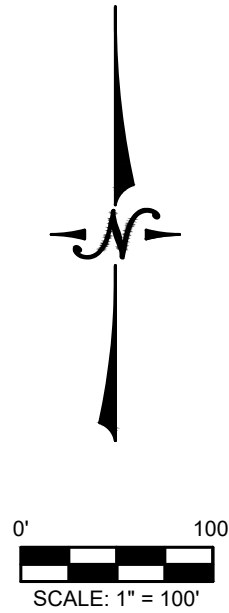
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Date:1/5/2026
SHEET 1 OF 6

THE PRESERVE, A CONDOMINIUM

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THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.

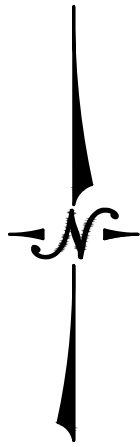


NOTES:
ALL AREAS NOT DESCRIBED AS COMMON
ELEMENT, LIMITED COMMON ELEMENT,
OR AS CONDOMINIUM UNITS, ARE UNIT 1.

LYNCH & ASSOCIATES
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NEW BERLIN, WI 53151
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(262) 402-5040

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Date: 1/5/2026
SHEET 2 OF 6



THE PRESERVE, A CONDOMINIUM

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TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1
NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

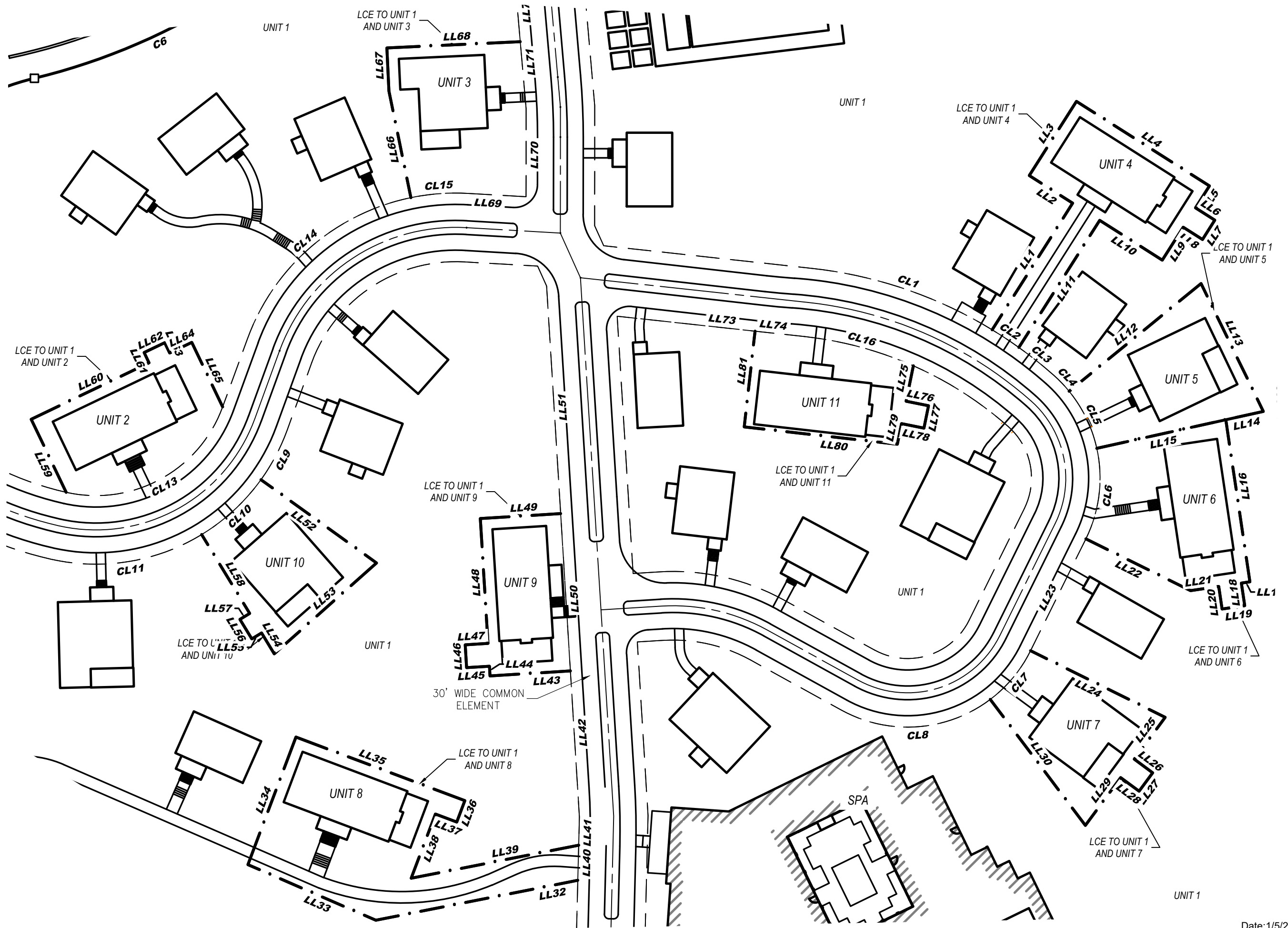
Detail of Units

PRELIMINARY
STAMP
SIGNATURE
DATE

0' 40'
SCALE: 1" = 40'


LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

FILENAME: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\CAD\Design\CSM\24.0005 - condo - lot 4.dwg



Date: 1/5/2026
SHEET 3 OF 6

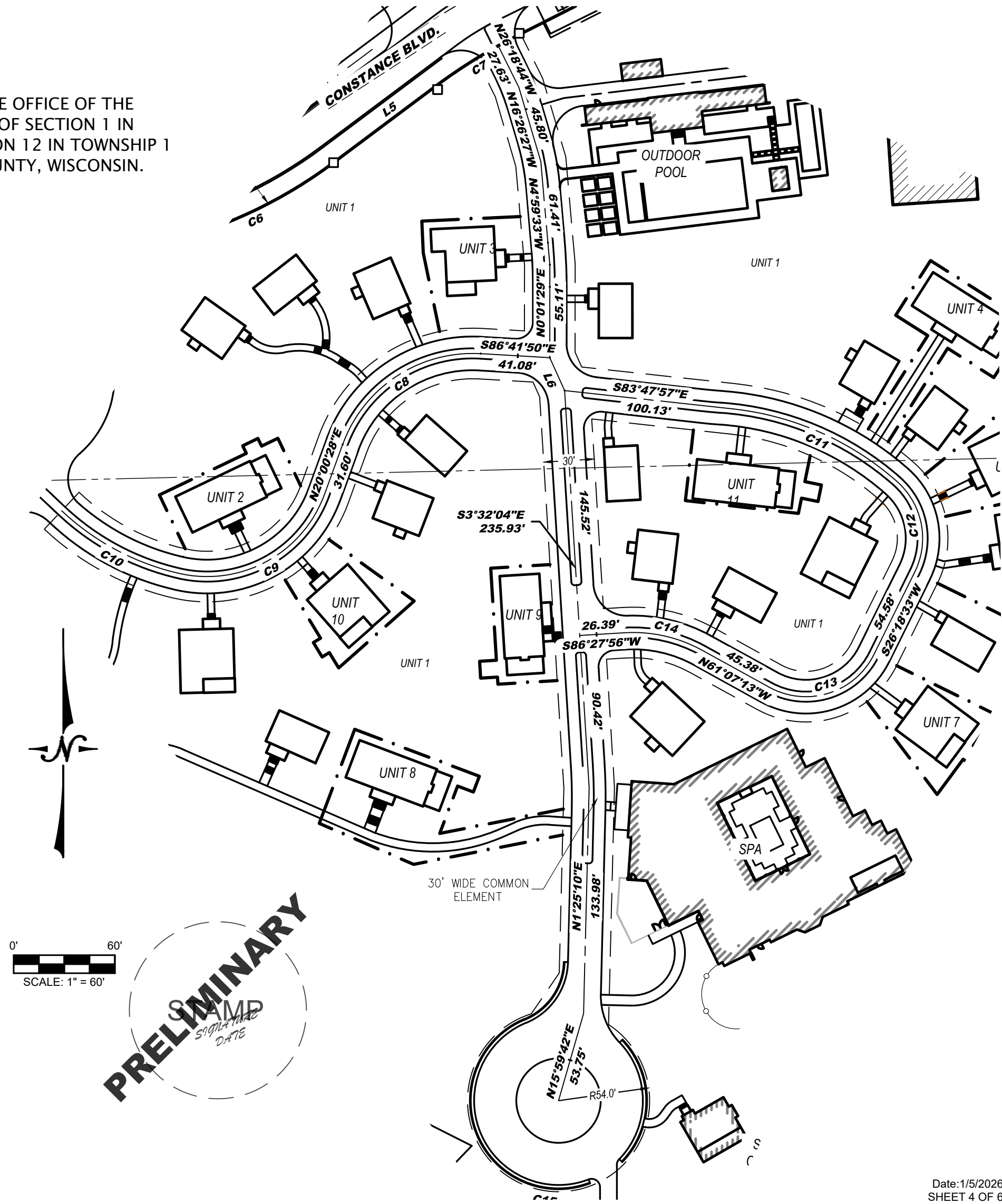
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Detail of the Common Element

Line Table		
Line	Bearing	Length
L1	S62°01'20"W	30.04'
L2	S13°11'25"W	13.97'
L3	S57°10'48"W	212.96'
L4	S57°10'48"W	212.96'
L5	N53°10'31"E	75.00'
L6	N24°15'06"W	21.41'
L7	S81°11'21"W	91.06'
L8	N39°56'19"E	127.28'

CURVE TABLE							
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	BEARING IN	BEARING OUT
C1	118.59'	283.00'	S69° 11' 04"W	117.72'	024°00'33"	S81°11'21"W	S57°10'48"W
C2	228.23'	317.00'	N60° 33' 50"E	223.33'	041°15'02"	N81°11'21"E	N39°56'19"E
C3	228.23'	317.00'	N60° 33' 50"E	223.33'	041°15'02"	N81°11'21"E	N39°56'19"E
C4	23.71'	15.00'	S88° 20' 22"E	21.32'	090°34'44"	S43°03'00"E	N46°22'16"E
C5	61.26'	117.00'	S61° 22' 12"W	60.56'	029°59'53"	S76°22'09"W	S46°22'16"W
C6	113.35'	280.00'	N64° 46' 20"E	112.57'	023°11'38"	N76°22'09"E	N53°10'31"E
C7	57.06'	330.00'	S58° 07' 44"W	56.99'	009°54'25"	S63°04'56"W	S53°10'31"W
C8	104.90'	82.00'	N56° 39' 19"E	97.89'	073°17'42"	N20°00'28"E	S86°41'50"E
C9	106.85'	74.00'	N61° 22' 24"E	97.81'	082°43'51"	S77°15'41"E	N20°00'28"E
C10	80.14'	150.00'	S61° 58' 24"E	79.19'	030°36'35"	S46°40'07"E	S77°16'42"E
C11	106.24'	176.00'	S66° 10' 10"E	106.64'	025°45'04"	S82°17'17"E	S48°10'17"E



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

FILENAME: P:\Shared\1 - Projects\2024\24.0005 - Topography Property Holdings - George Williams College\CAD\Design\CSM\24.0005 - condo - lot 4.dwg

Date:1/5/2026
SHEET 4 OF 6

LOT 4 OF CSM NO.____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

Proposed Cottage
1,161 SF
Units 2, 4, 6, 8, 9, & 11

Diagram showing the layout of the Proposed Cottage with dimensions and areas:

- Overall dimensions: 49.0' (length), 23.5' (width), and 21.8' (width of the main section).
- Internal dimensions: 49.0' (length of the main section), 9.3' (width of the main section), 1.5' (width of the central corridor), 5.0' (width of the central corridor), 1.5' (width of the central corridor), and 9.3' (width of the main section).
- Areas: SCREEN PORCH LCE (Screened Porch Living and Dining Area) and STOOP LCE (Stoop Living and Dining Area).

Diagram of the Proposed Cottage showing dimensions and setbacks:

- Overall dimensions: 37.4' (width) and 29.4' (depth).
- Setbacks: 32.0' (top-left), 18.5' (bottom-left), 8.0' (bottom-right), and 13.6' (right).
- Features: STOOPL LCE (top-left) and SCREEN PORCH LCE (bottom-right).
- Area: 1,051 SF.
- Units: 5, 7, & 10.



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 BURLINGTON, WI 53105

(262) 402-5040

Line Table		
Line	Bearing	Length
LL1	N32°26'46"E	65.62'
LL2	N57°33'13"W	22.50'
LL3	N32°26'47"E	38.46'
LL4	S57°33'13"E	68.94'
LL5	S32°26'47"W	11.39'
LL6	S57°33'13"E	10.00'
LL7	S32°26'47"W	10.00'
LL8	N57°33'13"W	10.00'
LL9	S32°26'47"W	17.07'
LL10	N57°33'13"W	32.44'
LL11	S32°26'47"W	65.88'
LL12	N50°45'47"E	74.47'
LL13	S25°59'19"E	62.20'
LL14	S77°29'40"W	16.82'
LL15	S77°29'40"W	57.77'
LL16	S08°27'51"E	71.65'
LL17	S81°32'09"W	3.77'
LL18	S08°27'51"E	10.00'
LL19	S81°32'09"W	10.00'
LL20	N08°27'51"W	10.00'
LL21	S81°32'09"W	12.47'
LL22	N63°41'27"W	51.07'
LL23	N26°18'33"E	54.58'
LL24	N63°41'27"W	65.69'
LL25	N36°26'35"E	22.77'
LL26	N53°33'25"W	10.00'
LL27	N36°26'35"E	10.00'
LL28	S53°33'25"E	10.00'
LL29	N36°26'35"E	26.00'
LL30	S37°03'22"E	69.04'

Line Table		
Line	Bearing	Length
LL31	S01°25'10"W	81.91'
LL32	S78°49'49"W	90.06'
LL33	N66°30'47"W	60.99'
LL34	N20°37'57"E	59.61'
LL35	S69°22'03"E	78.94'
LL36	S20°37'57"W	10.00'
LL37	N69°22'03"W	10.00'
LL38	S20°37'57"W	30.02'
LL39	N78°49'49"E	74.67'
LL40	S01°25'10"W	15.37'
LL41	S01°25'10"W	12.40'
LL42	S03°32'04"E	63.92'
LL43	S86°27'55"W	35.21'
LL44	N03°32'05"W	4.24'
LL45	S86°27'55"W	10.00'
LL46	N03°32'05"W	10.00'
LL47	N86°27'55"E	10.00'
LL48	N03°32'05"W	54.70'
LL49	N86°27'55"E	35.21'
LL50	S03°32'04"E	68.94'
LL51	S03°32'04"E	99.69'
LL52	N54°13'19"W	62.30'
LL53	N48°23'58"E	59.83'
LL54	S31°19'21"E	10.67'
LL55	N58°40'39"E	5.00'
LL56	S31°19'21"E	10.00'
LL57	S58°40'39"W	5.00'
LL58	S31°19'21"E	40.38'
LL59	N25°34'50"W	35.41'
LL60	N64°25'10"E	57.15'

Line Table		
Line	Bearing	Length
LL61	N25°34'50"W	5.00'
LL62	N64°25'10"E	10.00'
LL63	S25°34'50"E	5.00'
LL64	N64°25'10"E	10.72'
LL65	S25°34'50"E	31.27'
LL66	N11°40'11"W	47.58'
LL67	N02°39'44"W	18.89'
LL68	N87°20'16"E	58.39'
LL69	N86°41'50"W	25.20'
LL70	S00°01'29"W	38.57'
LL71	S04°59'33"E	29.33'
LL72	S04°59'33"E	29.92'
LL73	S83°47'57"E	60.64'
LL74	S83°47'57"E	21.69'
LL75	S11°30'13"W	15.81'
LL76	S78°29'47"E	10.00'
LL77	S11°30'13"W	10.00'
LL78	N78°29'47"W	10.00'
LL79	S11°30'13"W	9.21'
LL80	N83°32'30"W	67.41'
LL81	N06°27'30"E	42.12'

CURVE TABLE							
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	BEARING IN	BEARING OUT
CL1	84.03'	191.00'	N71° 11' 44"W	83.35'	025°12'26"	N58°35'31"W	N83°47'57"W
CL2	14.01'	191.00'	N56° 29' 29"W	14.00'	004°12'05"	N54°23'26"W	N58°35'31"W
CL3	19.50'	191.00'	N51° 27' 54"W	19.50'	005°51'04"	N48°32'22"W	N54°23'26"W
CL4	9.74'	60.00'	N43° 53' 18"W	9.73'	009°18'10"	N39°14'13"W	N48°32'22"W
CL5	27.99'	60.00'	N25° 52' 16"W	27.74'	026°43'53"	N12°30'20"W	N39°14'13"W
CL6	40.65'	60.00'	N06° 54' 06"E	39.87'	038°48'53"	N26°18'33"E	N12°30'20"W
CL7	27.89'	60.00'	N39° 37' 35"E	27.64'	026°38'05"	N52°56'38"E	N26°18'33"E
CL8	69.05'	60.00'	N85° 54' 43"E	65.30'	065°56'09"	S61°07'13"E	N52°56'38"E
CL9	24.50'	89.00'	N27° 53' 32"E	24.42'	015°46'18"	N35°46'41"E	N20°00'23"E
CL10	35.57'	89.00'	N47° 13' 39"E	35.33'	022°53'57"	N58°40'38"E	N35°46'41"E
CL11	68.44'	89.00'	N80° 42' 26"E	66.76'	044°03'36"	S77°15'46"E	N58°40'38"E
CL12	72.12'	135.00'	S61° 58' 24"E	71.27'	030°36'35"	S46°40'07"E	S77°16'42"E
CL13	85.20'	59.00'	N61° 22' 31"E	77.98'	082°43'51"	S77°15'33"E	N20°00'36"E
CL14	98.74'	97.00'	S49° 10' 09"W	94.53'	058°19'21"	S78°19'49"W	S20°00'28"W
CL15	25.35'	97.00'	S85° 49' 00"W	25.28'	014°58'21"	N86°41'50"W	S78°19'49"W
CL16	49.54'	161.00'	N74° 59' 03"W	49.34'	017°37'47"	N66°10'10"W	N83°47'57"W

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO.____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

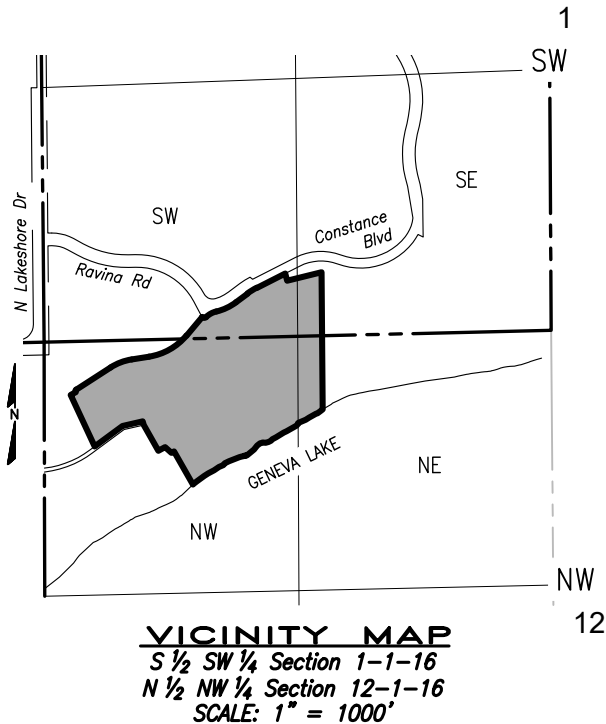
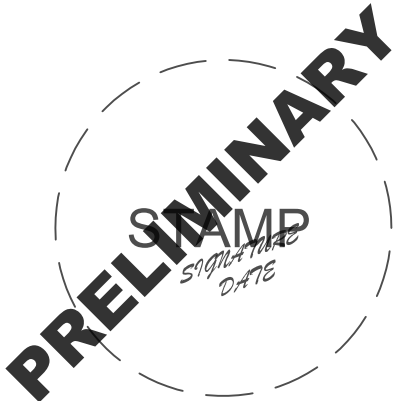
LOT 4 OF CSM NO.____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121, ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES, I HAVE SURVEYED AND MAPPED THE ABOVE DESCRIBED LANDS AND THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE PRESERVE, A CONDOMINIUM, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

DATED THIS ____ DAY OF _____, 2026.

RITCHIE P. WENZEL
PROFESSIONAL LAND SURVEYOR S-4027



VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Date: _____
_____, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

_____, Date: _____
_____, Chairman

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk



DRAFTED BY:

Richard F. Davis, Esq.
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067

AFTER RECORDING MAIL TO:

Nicolas A. Egert, Esq.
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, Wisconsin 53147

(Space Above Line for Recorder's Use)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE PRESERVE, A CONDOMINIUM
IN
WILLIAMS BAY**

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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY (this “**Declaration**”) is made as of this ____ day of January, 2026, by WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company (the “**Declarant**”).

RECITALS

A. Declarant is the fee owner of certain real property located in the Village of Williams Bay (“**Village**”), County of Walworth, State of Wisconsin described in Article I and as more particularly described on **Exhibit B-1**, attached hereto (as subdivided, the “**Covered Property**”).

B. Declarant desires to impose restrictions on the Covered Property to preserve and protect its character as a destination resort and to comply with applicable Village land use requirements, Wisconsin Statutes, and including any other applicable laws.

C. By this Declaration, the Declarant establishes covenants, conditions, restrictions, rights, easements, liens and charges to comply with the Wisconsin Statutes and any zoning codes of the Village, which will constitute a general scheme for the management, use, occupancy and enjoyment of the Covered Property, Common Furnishings and the interests therein conveyed or reserved, and for the payment of taxes, assessments, insurance premiums and other expenses pertaining thereto for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

D. Declarant and all persons who purchase Cottages within the Covered Property shall be Owners as defined herein.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions, rights, easements, liens and charges which are hereby declared in this Declaration to be for the benefit of said interests, as this Declaration may be amended from time to time, and subject to Rules and Regulations and all of which easements, covenants, conditions and restrictions and Rules and Regulations are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Covered Property, and the interest or interests therein to be conveyed or reserved. All such easements, covenants, conditions and restrictions, Rules and Regulations, and Reservation Policies and Procedures shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners in accordance with Wisconsin Statutes and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof conveyed, to wit, each Cottage Unit or the Hotel Unit, Common Element, Limited Common Element and shall inure to the benefit of each Owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

Article 1

SUMMARY OF THE PROJECT

Section 1.1 **The Project.** Declarant owns two (2) parcels of real property on Geneva Lake in the Village of Williams Bay as described in Article II below (the “**Covered Property**”). Declarant intends to develop the parcel as a “Condominium” as defined in Wisconsin Statutes, consisting of ten (10) Cottage Units and a Hotel Unit, as further described below (the “**Project**”).

Article 2

ESTABLISHMENT OF CONDOMINIUMS

Section 2.1 **Division of Property into Condominiums.** Declarant, in order to establish a plan of condominium ownership for the Covered Property, hereby divides the real property identified on the Condominium Plat attached under **Exhibit B-2**, into the following separate elements, each of which shall be included in any conveyance of a Unit:

(a) **Units.** Each of the Units is separately shown, numbered and designated on the Condominium Plat and shall be considered a separate element, except as otherwise shown or expressed in a deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plat or in the deed or Declaration and the boundaries of the Cottage.

(b) **Common Elements.** A separate area consisting of the Common Elements of the parcels set forth on the Condominium Plat attached under **Exhibit B-2** hereto and as may be amended from time to time, which element shall be subject to the rights of Owners set forth in this Declaration, the rights of the Association set forth in this Declaration, and those easements which burden the Common Elements as more particularly set forth in Article IV of this Declaration. Each Owner may use the Common Elements only in accordance with the purposes for which they are intended and subject to the rights of other Owners in any Limited Common Elements.

(c) **Limited Common Elements.** Portions of the Common Elements which shall be for the exclusive use of a particular Owner or Owners, as such Limited Common Elements are more particularly shown on the Condominium Plat, attached as **Exhibit B-2**.

(d) **Appurtenant Easements.** A non-exclusive easement and equitable right of use, appurtenant to each Unit for ingress to, egress from, and use and enjoyment of the Common Elements excepting therefrom any Limited Common Element, which easement(s) shall be appurtenant to each Unit and which easement(s) Declarant shall grant to each purchaser of a Unit from Declarant.

Article 3

COTTAGE UNIT USE PLAN; SHARED AREAS

Section 3.1 **Cottage Unit Use Plan.** Cottage Units are zoned for limited resort use. Each Owner of a Cottage Unit may occupy its Cottage Unit for up to ninety (90) days each Use Year; however it may not occupy its Cottage Unit for more than twenty-eight (28) consecutive days. Each Cottage Unit Owner shall reserve his or her Use Periods in accordance with the Reservation Policies and Procedures.

Article 4

RESERVED EASEMENTS

Section 4.1 **Nature of Easements.** Unless otherwise set forth herein, all easements reserved to Declarant herein shall be non-exclusive.

Section 4.2 **Easements Reserved to Declarant.**

(a) **Oil and Mineral Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer the same, all oil, minerals, natural gas, and other hydrocarbons by whatsoever name known, geothermal resources, metalliferous or other ores, and all products derived from any of the foregoing, that may be within or under the Covered Property, and all rights associated with the foregoing, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the Covered Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Covered Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the Covered Property.

(b) **Water Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer same, the right and power to use or utilize any and all water rights or interests in water rights no matter how acquired by Declarant, and all water rights or interests in water rights that may be within, under or on the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, that the reservation does not reserve to, or for the benefit of Declarant, any right to enter upon a Unit in the exercise of such rights or to drill or bore for water, and install, maintain, replace or restore water wells, pumping stations, water lines, or other facilities for the extraction or the transportation of water.

(c) **Easement for Improvements.** Easements over the Covered Property for the installation and maintenance of electric, telephone, water, cable TV, gas and sanitary sewer lines and facilities, and for drainage facilities as required for the subdivision map and

Condominium Plat of the Covered Property, and as may hereafter be required or needed to service the Covered Property, or for the benefit of the owners of any real property adjoining or in the vicinity of the Covered Property, or for the construction of all Improvements to the Covered Property to be made by Declarant, are hereby reserved by Declarant for the benefit of the Declarant and the Association. Declarant and the Association each shall have the power to grant and convey to any third party such easements. Each Owner, in accepting a deed to a Unit, expressly consents to such easements and authorizes and appoints Declarant (so long as Declarant owns one or more Units) or the President of the Association, as his or her attorney-in-fact to execute any and all instruments conveying or creating such easements. The power of attorney created hereunder is coupled with an interest and shall be irrevocable, and shall be a covenant running with the land and an equitable servitude. Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, further reserves, for a period of eleven (11) years following the date of issuance of a notice of completion for each Cottage, an exclusive easement in, over and through the Covered Property for the renovation, rehabilitation, remodeling, refurbishment and construction of the Covered Property and the improvements to the Common Elements of which the Covered Property is a part. The use of the easements described above in this subsection shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(d) **Easement for Sales, Resales, Customer Service and Related Purposes.**

Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors and other authorized personnel, reserves, for a period of eleven (11) years following the Starting Date, an exclusive easement in gross in, over and through those portions of the Covered Property for: (i) marketing and selling the Cottage Units; (ii) maintaining customer relations and providing post-sales service to Owners; (iii) displaying signs and erecting, maintaining and operating, for sales and administrative purposes, model units and a customer relations, customer service and sales office complex in the Covered Property; and (iv) showing the Cottage Units; provided, however, that use of such easement shall not (1) interfere with or diminish the rights of Owners to use and occupy the Units and the Common Elements, or (2) interfere with the use and occupancy of the Units and the Common Elements by the Association as reasonably required to perform its obligations hereunder all as provided in this Declaration and the Rules and Regulations.

(e) **Roads and Utilities.** Declarant hereby reserves for itself and hereby grants to each Owner, the Association and its Members (and retains for itself) a non-exclusive right for roadway, ingress, egress, access and for all utility purposes incidental thereto, over and upon all pathways or drives presently or hereafter existing within the boundaries of the Covered Property. The right hereby given to each Owner shall be appurtenant to and pass with title to each Owner's Unit. The easement hereby reserved by the Declarant shall be both in gross and appurtenant to any Unit owned at any time by Declarant, and may be conveyed by Declarant to the Owners, or any of them, of any Unit, or in any other manner convenient or necessary to complete the improvements required on the Covered Property, or shown on the Condominium Plat.

(f) **Easements Reserved on Map.** There is hereby reserved to Declarant, together with the right to grant and transfer same, easements over the Covered Property dedicated for public use and accepted by the Village on a map entitled _____, as follows:

(i) areas designated for any and all public service facilities including poles, wires, conduits, gas, water, heat mains, and all appurtenances upon, or over such areas which are to be kept open and free from buildings and structures of any kind except public service structures, irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs; and

(ii) areas designated for public storm drainage purposes which are to be kept open and free from all buildings and structures of any kind except irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs.

The easements reserved to Declarant or granted and conveyed by Declarant pursuant to this Article shall not unreasonably interfere with the use and enjoyment by the Owners of their Units and any damage, repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Covered Property for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

Section 4.3 **Easements for the Association.**

(a) **Easement for Management, Operation, Maintenance, Use and Repair.** The Association, for itself, its successors and assigns, and its and their agents, employees, contractors, subcontractors, and other authorized personnel, shall have the right and is hereby granted, for so long as the Association or its successors and assigns shall be required hereunder to manage and maintain the Covered Property, an exclusive easement in gross in, over and through the Covered Property for the management, operation, repair and maintenance of the Common Elements and the Common Furnishings; provided, however, that use of such easement shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(b) **Reciprocal Easement.** Each Unit shall be benefited by a non-exclusive easement and equitable right of ingress, egress, use and enjoyment in and to and throughout the Common Elements of all other parts of the Covered Property, and the Common Elements of the Covered Property shall be burdened by a non-exclusive easement for similar purposes benefiting each of the Units in every part of the Covered Property; provided, however, that such non-exclusive easements and equitable rights shall be subordinate to, and shall not interfere with, Limited Common Element rights appurtenant to Units over the Common Elements and shall be subject to the easements described in this Declaration. Said easements are appurtenant to and shall pass with title to every Unit. Said easements are for the benefit of the Units and the Owners and their Permitted Users and such other classes of persons to whom the Board may, from time to time, and subject to the Rules and Regulations, extend the privilege of use and enjoyment of the

Common Elements and ingress and egress for all of the purposes and uses hereinabove set forth. In furtherance of the establishment of these easements, the individual grant deeds to the Units may, but shall not be required to, set forth the foregoing easement. The right of Declarant and each person set forth above to use and possess the Common Elements as set forth herein, shall be subject to and governed by the provisions of this Declaration and the other Governing Instruments. The Association shall have the authority to lease or to grant licenses or concessions with respect to all or any part of the Common Elements, subject only to the provisions of this Declaration, the Articles and By-laws; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against Owners for the same use of the same facilities.

Section 4.4 Easements as Common Elements. The easements described in this Declaration shall be granted to Owners and, when granted and conveyed, shall be appurtenant to the Units of such Owners and shall constitute Common Elements shared among the Owners.

(a) **Support, Settlement and Encroachment.** There is hereby reserved to Declarant, together with the right to grant and transfer same to Owners, easements which shall be appurtenant to each Unit which is contiguous to another Unit which Unit shall be the dominant tenement and the contiguous Unit shall be the servient tenement, for:

(i) minor encroachment of walls, fences, and other Improvements constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support, and accommodation of the natural settlement or shifting of any portion of the Improvements and for the maintenance thereof;

(ii) encroachment of any fence or wall constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support and the accommodation of the natural settlement or shifting of any portion of the improvements and the maintenance thereof.

The rights and obligations of Owners of the dominant tenements shall not be altered in any way by said encroachments, settlement or shifting provided, however, that in no event shall an easement for encroachment be created in favor of an Owner of the dominant tenement if said encroachment occurred due to the willful misconduct of any such Owner. In the event any portion of a structure on the Covered Property is partially or totally destroyed and then repaired or rebuilt, each such Owner agrees that minor encroachments over adjoining Units resulting from repairing or rebuilding such structures shall include easements for the maintenance of said encroachments as long as they shall exist.

(b) **Utilities and Cable Television.** Wherever sanitary sewer house connections, water house connections, air conditioning connections, compressors or ducts, electricity, gas, telephone and cable television lines, drainage facilities or other utility or communication facilities are installed within the Covered Property, any Owner as the owner of any property served by said connections, lines or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to any such Owner, an easement to the full extent necessary for the full use and enjoyment of such portion of such

connections which service such Owner's property, and to enter, or have utility or cable television companies enter upon any portion of the Common Elements, or upon any Unit in or upon which said connections, lines or facilities or any portion thereof lie, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary, provided that any damage caused by such entry shall be repaired by such Owner, utility or cable television company as promptly as possible after completion of work thereon. In addition to the preceding rights, there is hereby reserved to Declarant the right, but not the obligation, to install sub-metering within the Covered Property, and an easement to the full extent necessary for the use, maintenance, repair, and reading of such sub-meters.

Section 4.5 Easement for Access to Cottage Units. There is hereby reserved to the Owner of the Hotel and its Permitted Users, easements for ingress and egress over the Cottage Units in the case of management, maintenance or an emergency repair.

Section 4.6 Subordination. Except as may be otherwise provided in the grant or dedication of an easement, any easement conveyed in favor of a Public Agency shall be prior and superior to all other easements described herein, and any easement conveyed pursuant to the provisions of this Article to a utility company shall be prior and superior to all other easements described herein except any easement in favor of a Public Agency. Grantor and any grantee by acceptance of a conveyance of any easement described in this Declaration, whether or not so stated in such conveyance document, agree that such easement shall be subordinate to any such prior and superior easements and further agree to execute any document acknowledging such subordination that may be required by the holder of any such prior easement.

Article 5

GENERAL USE RIGHTS AND RESTRICTIONS

Section 5.1 Transfer of Interest. No Owner shall sell, assign transfer, hypothecate or encumber less than all of his interest in his Unit; provided, however, that nothing herein contained shall restrict the manner in which title to a Unit may lawfully be held under Wisconsin Statutes (e.g. joint tenants, tenants-in-common, or the like). Any sale, assignment, transfer, hypothecation or encumbrance by any Owner which would have the effect of separating the Unit from an Owner's rights as a Member of the Association shall be null, void and of no effect. The transfer of any Unit shall operate to transfer to the new owner of the Unit the interest of the prior Owner in all funds in the hands of the Association even though not expressly mentioned or described in the instrument of transfer and without further instrument of transfer.

Section 5.2 Separate Security Encumbrancing. Each Owner shall have the right to encumber all, but not less than all, of his or her interest in his or her Unit. Subject to the provisions of this Declaration, any Mortgage with respect to any Unit shall be subordinate to all of the provisions of the Governing Instruments. In the event of foreclosure, the provisions of the Governing Instruments shall be binding upon any Unit Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding any other provision of the Governing Instruments, no breach of the provisions herein contained, nor the enforcement of any lien created pursuant to the provisions hereof shall impair, defeat or render

invalidate the priority of the lien of any First Mortgage of any Owner's Unit if such First Mortgage is recorded in the Official Records and is given in good faith and for value.

Section 5.3 Partition and Subordination of Tenancy-in-Common Attributes. It is intended that this Declaration shall govern all rights with respect to the use, possession, enjoyment, management and disposition of the Covered Property and the interests therein. Accordingly, all rights with respect to the use, possession, enjoyment, management or disposition of a Unit which an Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right jointly to use, possess or manage commonly owned property) are hereby unconditionally and irrevocably subordinated to this Declaration for so long as this Declaration shall remain in effect.

Except as otherwise provided in this Declaration, no Owner or other person or entity acquiring any right, lien or interest in the Covered Property shall seek or obtain, through any legal procedures, judicial partition of a Unit or the sale thereof in lieu of partition. If, however, any Unit is owned by two (2) or more persons as tenants-in-common or as joint tenants or as community property, nothing herein contained shall prohibit a judicial sale of such Unit in lieu of partition as between such co-tenants or joint tenants.

Section 5.4 Protection of Interest. Except as otherwise provided in this Declaration, no Owner shall permit his or her Unit to be subject to any lien (other than the liens of current real property taxes), claim or charge, the enforcement of which may result in a sale or threatened sale of the Unit of any other Owner or any part thereof or of the Common Elements or in any interference in the use or enjoyment thereof by any other Owner. In the event of a threatened sale of the Covered Property or Unit of any Owner or any part thereof, or should the use and enjoyment of any portion thereof by any Owner be threatened by reason of any lien, claim or charge against the Unit of any other Owner (the "**Owner in Violation**"), or should proceedings be instituted to effect any such sale or interference, any Owner (the "**Curing Owner**") acting on his own behalf or through the Association or the Association acting on behalf of any one or more Owners (if promptly indemnified to his or its satisfaction) may, but shall not be required to, pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in such event, the Owner in Violation shall forthwith pay the amount so paid or expended to the Curing Owner or the Association, whosoever shall have paid or compromised the lien, claim or charge, together with such reasonable attorneys' fees and related costs as he or it may have incurred. No Owner shall permit his or her interest in any funds from time to time in possession of the Association to be subjected to any attachment, lien, claim or charge or other legal process, and each Owner shall promptly restore any funds held by the Association with respect to his or her Unit to the extent depleted by the reason of the assertion of any such attachment, lien, claim, charge or other legal process and shall reimburse the Association for all reasonable attorneys' fees or other costs incurred in respect thereof.

Section 5.5 Vehicles. No automobile, mobile home, trailer of any kind, truck, camper, recreational vehicle, motorcycle or boat shall be stored, kept, maintained, placed, constructed, remodeled, reconstructed or repaired on any portion of the Covered Property in such a manner as will be visible from the Hotel or Common Elements, except with respect to any parking areas

which may be designated by the Declarant or the owner of the Parking Area or as otherwise authorized by Declarant or the Board in their sole discretion.

Section 5.6 Outside Storage. No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes including beachwear and towels on the rails, balconies or patios or other outside areas, nor shall any patio or other outside area be used for storage purposes.

Section 5.7 Parking. The parking and operation of vehicles upon any portion of the Parking Area shall be subject to specific Rules and Regulations. Cottage Unit Owners may have the right to park in an unreserved, non-exclusive manner in parking area(s), which may be designated by the Hotel or Declarant (as the case may be). The owner of the parking area(s), in its sole discretion, may choose an alternate location for parking spaces provided to each Owner, at any time, or from time to time.

Section 5.8 Pests. An Owner shall not permit any thing or condition to exist upon any portion of the Covered Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin. An Owner may not independently contract or engage a professional pest control service. Instead, the Owner must contact the Association within a reasonable time to report any pests. The Association will then engage a professional pest control service to remedy any such pest problem and charge each Owner accordingly.

Section 5.9 Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except (1) such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and rental and sale of the Units or Hotel, (2) directional signage approved by the Declarant; and (3) signs approved by the Declarant or Association, as applicable, that are in conformance with the requirements of Wisconsin Statutes.

Section 5.10 Nuisance. No noxious or offensive trade or activity shall be permitted upon any part of the Covered Property, nor shall anything be done thereon which shall in any way interfere with the quiet use and enjoyment of each Owner's respective Unit, or which shall in any way increase the rate of insurance on any other Unit or the Covered Property except as otherwise provided herein.

Section 5.11 Sales Events and Model Tours. Declarant may hold sales events, receptions and tours of Units and the Common Elements.

Section 5.12 Animals. No livestock, reptiles, poultry or other animals of any kind shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers or in violation of any law, ordinance or regulation of any applicable Public Agency. "Unreasonable numbers" and other limitations (size, weight, type of pet) may be further limited by the Bylaws or Rules and Regulations. Notwithstanding the foregoing, no animals may be kept in the Units which result in any annoyance or are obnoxious to

residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except when confined within a Unit.

Section 5.13 Unsightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All clotheslines (or the hanging of clothing, towels, linens, blankets, or similar items on rails and walls, etc.), refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited in or upon any Unit unless obscured from view of adjoining Units, Hotel and/or any other portion of the Covered Property.

Section 5.14 Antennae; Satellite Dish. No video or television antennae shall be erected, constructed, placed or permitted to remain on the Covered Property unless they are (i) contained within a Limited Common Element or a building or underground conduits, and (ii) completely obscured from view from any portion of the Covered Property or Hotel, or (iii) screened from view by an appropriate screen that has been approved in writing by the Declarant or Association, as applicable.

Section 5.15 Other Roof Structures. Except as set forth above, no other appliances or installations on exterior roofs of structures including, without limitation, roof-top turbine ventilators, shall be permitted unless they are approved by the Declarant or Association, or are installed in such a manner that they are not visible from any Hotel Limited Common Element or any other portion of the Covered Property.

Section 5.16 Drainage. An easement is granted herein for drainage of water from Cottage Units, into areas designated by Declarant. A Cottage Unit Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his or her Cottage Unit by Declarant unless an easement is granted for such purpose.

Section 5.17 Window Covers. Only curtains, drapes, shutters or blinds as permitted by the Declarant or Association, may be installed as window covers. No window shall be covered with aluminum foil, reflective film, newspapers or other material not designed for use as a window cover.

Section 5.18 Offensive Activity. No noxious or offensive activity or conduct shall be carried on by any Owner or Permitted User within any portion of the Covered Property nor shall anything be done therein or thereon, except as otherwise provided herein, which may or would become an annoyance or nuisance to other Owners or occupants. No Cottage Unit shall be used for any trade, business or other commercial activity or solicitation except as expressly permitted by this Declaration.

Section 5.19 Party Walls.

(a) Each wall or fence which is placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut

against the property line dividing the Units from the bottom of the foundation over the full length and height of any wall or fence.

(b) Owners whose Units are separated by a party wall shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his or her side. Neither such Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

(c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(d) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.20 Debris. No rubbish, trash or garbage or containers therefor shall be visible or allowed to accumulate on the Covered Property outside the Cottage Units except in locations specifically designated by the Board for such use. Trash cans and other rubbish containers shall not be allowed to be visible from any portion of any of the streets and driveways.

Section 5.21 Barbeques. Cottage Unit Owners may use Barbeque grills within their Unit or Limited Common Area, which have been approved by the Association.

Section 5.22 Fireplaces. Each Cottage Unit will have two (2) wood burning fireplaces for use by the Cottage Unit Owners or their Permitted Users.

Section 5.23 Further Restrictions. Unless otherwise permitted in this Declaration or in the Rules and Regulations, no other activity shall be permitted upon or in the Covered Property.

Section 5.24 Exceptions. The use restrictions set forth above shall not and do not apply to any of the following:

(a) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any Public Agency or entity, or the agents or employees of any Public Agency acting in the scope of their authority as such agents or employees;

(b) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Covered Property), or the agents or employees of any such company acting in the scope of their authority as such agents or employees;

(c) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in connection with the marketing and sales by Declarant of the Units or in the course

of planning for, preparing the Covered Property for and/or construction upon the Covered Property of any Unit or streets, utilities, recreational and residential buildings, and all other original improvements, or in connection with the exercise of any easement reserved to Declarant under this Declaration; provided, however, that any such acts, proposed acts or conditions created upon the Covered Property shall not unreasonably restrict the Owners in their use and enjoyment of the Common Elements or the facilities thereon;

(d) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, which act or condition has been approved in advance by the Board;

(e) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any person pursuant to a court order, or the order of any public officer or Public Agency; provided, however, that the orders contemplated in this subsection (e) are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for nonperformance and are not those orders which result from the application of private parties or are merely permissive.

(f) Any sales or model tour activity done by the Declarant, and any activity related to Hotel operation, rental activities (including maid, room service, etc.), engineering or security services.

Article 6

SPECIAL RESTRICTIONS REGARDING COTTAGE UNITS

Section 6.1 Improvements or Alterations. An Owner may not make Improvements or alterations to a Unit (including any change in floor coverings) without the approval of the Declarant (prior to the Conversion Date) or the Association (after the Conversion Date), and no change in the appearance of the Common Elements, the exterior appearance of a Cottage Unit, or any other portion of the Covered Property may be made by any Cottage Unit Owner, except as permitted by the Declarant, Association, or as provided otherwise herein. No Cottage Units may be subdivided. However, after acquiring an adjoining Cottage Unit, a Cottage Unit Owner may move or alter any intervening partitions or create apertures in it even if the partition in whole or in part is a Common Element if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Covered Property. Removal of partitions or creation of apertures under these circumstances shall not alter the boundaries of the Cottage Units. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying damage caused by said Cottage Unit Owner's violation of this Section. No Cottage Unit Owner or its Permitted User shall permit anything to be done or kept in Unit or within any other portion of the Covered Property which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal government or agency thereof. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his use.

Section 6.2 Common Elements and Limited Common Elements. No Cottage Unit Owner shall obstruct, remove, damage, alter or injure in any way any portion of the Common Elements or Limited Common Elements. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying the damage caused by said Cottage Unit Owner's violation of this Section. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his or her use. Declarant and each Cottage Unit Owner, by accepting an Original Deed or any other transfer of a Cottage Unit, hereby covenants and agrees to abide by the Governing Instruments, including, without limitation, the Rules and Regulations.

Section 6.3 Maintenance of Cottage Units. Each Cottage Unit Owner shall be required to maintain their Cottage Unit in a neat, clean, orderly, safe, sanitary and attractive condition to the same standard as when the Cottage Unit was first purchased.

Section 6.4 No Increased Insurance. No Cottage Unit Owner shall do or place anything in any Cottage Unit or within any other portion of the Covered Property without the prior written consent of the Board (i) which will increase the rate of insurance on the Covered Property or (ii) which will result in the cancellation of insurance for the Covered Property, or any portion thereof.

Section 6.5 Failure to Vacate.

(a) Detaining User. A Permitted User or users under a rental program who have failed to timely vacate ("**Detaining User**") shall: (i) be subject to immediate removal, eviction or ejection from the Cottage Unit or portion of the Common Elements wrongfully used or occupied; (ii) be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction or ejection (to the extent that such notices may be waived under Wisconsin law); (iii) reimburse the Association and the detained Cottage Unit Owner or Permitted User ("**Detained User**") for all costs and expenses incurred by such party as a result of such conduct, including, but not limited to, costs of alternate accommodations for the Detained User, travel costs, court costs and reasonable attorneys' fees incurred in connection with removing, evicting or ejecting the Detaining User from such Cottage Unit, Limited Common Element or Common Element, and costs (including reasonable attorneys' fees) incurred in collecting such reimbursement(s); (iv) pay to the Detained User entitled to use and occupy such Cottage Unit during such wrongful occupancy, as liquidated damages (in addition to the costs and expenses set forth herein), a sum equal to two hundred percent (200%) of the Fair Rental Value per day of the Cottage Unit for each day or portion thereof, including the day of surrender, during which the Detaining User prevents use and occupancy of such Cottage Unit; and (v) become subject to additional penalties issued by the Board in its sole discretion, including restrictions on future reservation, use and occupancy of a Cottage Unit, and restriction of access to Common Element amenities. The Association shall be responsible for determining the Fair Rental Value of a Cottage Unit. In addition to the rights and remedies set forth in this provision, if a Detaining User is a Cottage Unit Owner or its Permitted User, the Association shall have the right to enforce any unpaid fines as liens against such Detaining User's Cottage Unit, in accordance with this

Declaration and applicable law. The Association may, in its sole discretion, suspend use of such Owner's Cottage Unit and amenities.

(b) Removal. The Association shall use reasonable efforts to attempt to remove such Detaining User from the Cottage Unit and/or to assist the Detained User in finding alternate accommodations during such holdover period and to secure, at the expense of the Association, alternate accommodations for any Detained User, which alternate accommodations shall be as near in value to the Detained User's Cottage Unit as possible and the cost thereof shall be assessed to the Detaining User as a Personal Assessment.

(a) Cost. In the event that the Association, in its sole discretion, deems it necessary to contract for a period greater than the actual period for which the use is prevented in order to secure alternate accommodations as set forth above, the cost of the entire period shall be assessed to the Detaining User as a Personal Assessment.

(a) Liquidated Damages. By accepting an Original Deed or any other transfer of a Cottage Unit, each Cottage Unit Owner agrees that, in the event of a wrongful occupancy or use by him or his or her Permitted User, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who are deprived of occupancy.

(b) Registration. Each Non-Declarant Cottage Unit Owner may invite family or guests during its Use Period to stay in such Owner's Cottage Unit. during its Use Period as a Permitted User. Any Non-Declarant Owner permitting its Cottage Unit to be occupied by family or a guest must provide the Hotel operator with such occupant's name and period of occupancy and such occupant shall be required to check-in with the Hotel operator and provide positive identification at time of check-in.

(c) Damage. Any Cottage Unit Owner who permits his or her Cottage Unit to be occupied by other persons (but only in accordance with the Rules and Regulations and Reservation Policies and Procedures) shall be responsible for any loss, damage, destruction or violation of this Declaration or the Rules and Regulations which occurs during such occupancy as if such Cottage Unit Owner were the sole occupant of the Cottage Unit. The act or negligence of a Permitted User shall be deemed to be the act of the Cottage Unit Owner.

(d) Delinquency. No use or occupancy by any Cottage Unit Owner will be permitted if such Cottage Unit Owner is delinquent in the payment of any amounts owed to the Association by such Cottage Unit Owner.

Section 6.6 Rental/Leasing.

(a) Rental of Cottage Units.

(i) By Non-Declarant Owners.

Each Non-Declarant Cottage Unit Owner may rent or lease its Cottage Unit through an Approved Rental Agent. For the purposes of this Section, “**Approved Rental Agent**” shall mean any licensed rental agent who appears on the Managing Agent’s list of qualified agents that possess the objective minimum quality and security standards as reasonably set forth by the Managing Agent from time to time. An Approved Rental Agent shall include the Managing Agent. At any time, a Cottage Unit Owner may request from the Managing Agent, in writing, the list of Approved Rental Agents and/or minimum quality standards. A Non-Declarant Owner may choose one (1) of the Approved Rental Agents on such list, or may submit his or her choice of rental agent to the Managing Agent for consideration based on the minimum quality standards. If such rental agent meets the minimum quality standards, as determined by the Managing Agent in its sole discretion, such rental agent’s name shall be added to the list of Approved Rental Agents, and upon notice by the Managing Agent to the Non-Declarant Owner thereof, the Non-Declarant Owner may thereafter employ such agent. Each Non-Declarant Owner shall be required to pay a fee set by the Managing Agent to the hotel operator for reservation management services in addition to fees paid by such Non-Declarant Owner to any rental agent’s commission. The foregoing shall not apply to rental by the Declarant. Each Cottage Unit Owner shall abide by applicable Village laws with respect to short-term rentals.

Rental income may be subject to applicable Wisconsin Statutes, including any Village transient occupancy tax (“**TOT**”). All TOT due shall be collected and remitted to the Village.

(ii) **By the Declarant.** Declarant shall have the right to rent the Cottage Units which remain owned by Declarant. Any rental income received by Declarant shall inure to the benefit of Declarant.

Section 6.7 **Hotel Unit.**

(a) **Hotel Unit Rules.**

(i) The use of the Hotel Unit and its Hotel Limited Common Elements by Permitted Users shall be subject to the Rules and Regulations to the extent applicable, and to the rules and regulations promulgated by the Hotel Unit Owner.

(ii) Except for hotel services at night, the Hotel Unit Owner shall use reasonable efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Hotel Unit subsequent to 6:00 a.m. and prior to 10:00 p.m. each day and shall use best efforts to cause delivery trucks to park only in areas designated for deliveries and subsequent to 6:00 a.m. The Hotel Unit Owner shall not damage, alter or injure in any way any portion of the Common Elements.

(iii) Use of the easements established herein shall not unreasonably interfere with the occupancy of the Hotel Unit and Hotel Limited Common Elements by the Hotel Unit Owner or its Permitted Users.

(b) **Insurance.**

The Hotel Unit Owner shall, at no expense to the Association, maintain or cause to be maintained adequate commercial general liability insurance with a reputable insurance company or companies with minimum amounts of [_____] Dollars (\$_____.00) combined single limit broad form bodily injury, personal injury and property damage liability, insuring such Hotel Unit Owner against any claims, demands, losses, damages, liabilities and expenses relating to use of the Hotel Unit and the business operations therefrom. The Association, Declarant and any management company employed by Association with respect to the Project shall be named as additional insureds. The Hotel Unit Owner shall, at no expense to the Association, obtain and maintain or cause to be obtained and maintained, builder's risk insurance as the Association may reasonably require and covering any work which such Hotel Unit Owner may undertake, or have undertaken, with respect to the Hotel Unit. If the Hotel Unit Owner fails to maintain, or cause to be maintained, the insurance described in this subsection (e), the Association may maintain the same on behalf of such Hotel Unit Owner. Any premiums paid by the Association with respect to such insurance, plus an administrative charge of five percent (5%) of such premiums, shall be charged to the Hotel Unit Owner.

(c) **No Increased Insurance.** The Hotel Unit Owner shall not do or place, or allow its Permitted User to do or place, anything in the Hotel Unit, upon its Limited Common Elements, if any, or upon any other portion of the Covered Property which will increase the cost of insurance payable by the Association without the prior written consent of the Board; provided, however, that it is expressly acknowledged that the Hotel Unit may be utilized for its intended use and that such use, in the ordinary course of business, shall not be disallowed by this provision nor require the prior written consent of the Board. The Hotel Unit Owner shall not permit anything to be done or kept in its Hotel Unit, or do or place anything upon its Limited Element, or any other portion of the Covered Property, which would result in the cancellation of insurance of the Association.

Article 7

ASSOCIATION, VOTING AND MANAGEMENT

Section 7.1 Association.

(a) **Membership in Association.** Each Owner, including Declarant, shall automatically, upon becoming an Owner, become a Member of the Association and shall remain a Member thereof until he or she ceases to be an Owner.

(b) **Membership Rights and Duties.** Each Member shall have the rights, duties and obligations set forth in this Declaration and the other Governing Instruments, as said documents may be amended from time to time.

(c) **Transfer of Membership.** The membership of each Owner in the Association is appurtenant to and inseparable from his or her ownership of a Unit and shall be automatically transferred upon any authorized assignment or transfer of the ownership of a Unit

to any assignee or transferee and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Unit. Any attempt to make a prohibited transfer shall be void.

(d) **Quorum.** Except as may otherwise be provided in the Governing Instruments, the presence, in person or by proxy, of Members representing not less than twenty five percent (25%) of the total voting power of the Members shall constitute a quorum at all meetings of the Association; provided however, that for the purposes of approving any increase in Assessments and approval of Special Assessments, the presence, in person or by proxy, of Members representing not less than fifty percent (50%) of the voting power residing in Members of the Association shall constitute a quorum. In the event a quorum is not present at any Association meeting, no business shall be conducted and the meeting shall be adjourned without fixing a date for a future meeting or action.

(e) **Voting and Types of Membership.**

(i) **Classes of Membership.** The Association shall have two (2) classes of voting membership:

1) **Class A:**

Class A Members shall be all Owners of a Cottage Unit and the Hotel Unit except Declarant, and each Owner shall be entitled to its Proportionate Share of voting percentage per Unit owned. When more than one (1) person is the Owner of a Unit, all such persons shall be Members; provided, however, that in no event shall more than the number of votes allowed per Unit be cast with respect to any Unit except as set forth below.

2) **Class B:**

Class B Members shall be the Declarant, which shall be entitled to its Proportionate Share of voting percentage for each Unit owned by Declaration, multiplied by three (3). Pursuant to Section 5 below, Class B membership shall cease and Declarant's membership shall be converted to Class A membership.

3) **Class B Termination Date:**

The Class B Termination Date ("**Conversion Date**") shall be the soonest of: i) three (3) years from the date of the initial conveyance of a Unit to a purchaser in the Covered Property; or ii) thirty (30) days after the conveyance of seventy-five percent (75 %) of the Proportionate Share in the Common Elements to third-party purchasers. Prior to the conveyance of twenty-five percent (25 %) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three-and-one-third percent (33 1/3%) of the Board of Directors. Not later than forty-five (45) days after the Conversion Date, the

Association shall hold a meeting and the Owners shall elect an executive board of Directors and Officers of the Association, as provided in Section 7.1(e)(iv). The Directors and Officers shall take office upon election.

4) **Member Voting Rights Related to Expenses.**

All applicable membership class(es) shall vote on all issues related to General Common Expenses, By accepting a Deed to a Cottage Unit, a Cottage Unit Owner acknowledges that the majority of the Covered Property is comprised of the Hotel Unit and the Hotel Limited Common Elements, decisions with respect to the staffing, maintenance and operation thereof will be made by the Owner of the Hotel Unit or the Hotel Manager on the owner of the Hotel Unit's behalf, and not by the Board, and therefore, neither the Board nor the Cottage Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of Hotel staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Covered Property.

(ii) **Joint Owners Disputes.** The vote for each Unit must be cast as one unit, and fractional votes from joint Owners shall not be allowed. In the event that the joint Non-Declarant Owners of a Unit are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any Non-Declarant Owner or Non-Declarant Owners cast a vote representing a Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all Owners of the same Unit. In the event more than the allocated votes are cast for a particular Unit owned by a Non-Declarant Owner, none of said votes shall be counted and said votes shall be deemed void.

(iii) **Approval Requirements.** All Members of the Association shall be entitled to vote on all matters affecting the Covered Property which are required by the Declaration to be submitted to the vote of the Members. Except as may otherwise be provided in the Governing Instruments, a bare majority present and constituting a quorum of the voting power residing in Members, in person or by proxy, shall prevail on any matter to be voted on.

(iv) **Board of Directors.** In addition to the requirements stated in Section 7.1(e)(i)(3), the affairs of the Association shall be governed by a Board of Directors. Except for matters reserved to the Association Members or Owners under Wisconsin Statutes, the Declaration, or the Bylaws, all policy and operational decisions of the Association, including interpretation of the Governing Instruments, Bylaws, rules, and other documents relating to the Condominium or the Association, shall be made by the Board of Directors. Voting for members of the Board shall be by secret written ballot. The Owner of the Hotel Unit shall appoint four (4) members of the Board who shall serve for three (3) year terms, and the Cottage Unit Owners shall elect one (1) member of the Board, who shall serve for a one (1) year term. One director may be a non-Owner. The rest must

be a Member of the Association or a representative of Declarant designated by Declarant. Subject to Wisconsin Statutes, the Board shall consist of the persons appointed by Declarant until the first annual meeting of the Association. Thereafter, the Board shall be elected by the Members and Declarant; provided, however, that Declarant shall have the right to appoint a majority of directors on the Board until the Conversion Date. Furthermore, any director appointed by the Declarant shall serve until such time as the Declarant appoints a replacement director or until his or her successor has been qualified and duly elected by the Members of the Association, pursuant to the provisions hereof. Notwithstanding anything to the contrary herein, a director who has been elected to office solely by the vote of the Members other than Declarant may be removed from office prior to the expiration of his or her term of office only by the vote of at least a simple majority of the voting power residing in Members other than Declarant.

(v) **Consent of Super Majority.** Notwithstanding anything to the contrary herein, Consent of a Super-Majority of Members (as defined in **Exhibit A**) shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use any Association Assessments for litigation.

(vi) **Commencement of Voting Rights.** Voting rights attributable to the Units shall not vest until Assessments have been levied in accordance with the provisions of Article VIII below.

Section 7.2 Declarant's Reserved Rights.

(a) **Action Subject to Declarant's Reserved Rights.** Declarant shall have the right to approve any proposed amendments to this Declaration which affect Declarant's rights.

Article 8

MANAGEMENT

Section 8.1 Powers and Duties Generally. The maintenance and repair of the Common Elements (including the Limited Common Elements) and Common Furnishings, and any alterations or additions thereto, shall be vested in the Association. The Association, acting alone (through the Board, its officers, or other duly authorized representatives) may, subject to the provisions of the Governing Instruments, exercise any and all rights and powers herein enumerated and, except as specifically limited herein, all the rights and powers of a nonprofit mutual benefit corporation under the laws of the State of Wisconsin.

Section 8.2 Specific Powers and Duties of the Association. The Association shall have the power and the duty to maintain and repair the Common Elements (including Limited Common Elements), to acquire (by lease or purchase), maintain, repair and replace the Common Furnishings, if any, to levy, collect, and enforce the Assessments enumerated in this Declaration, and to pay, as agent, the expenses and costs enumerated in this Declaration. The following specific

powers and duties are in amplification and not limitation of the foregoing general powers and duties.

(a) **Bank Accounts.** The Association shall have the power and duty to deposit all funds collected from Owners by the Association in connection with its rights and duties hereunder as follows:

(i) The Association shall establish as a minimum the following accounts into which shall be deposited all funds paid to the Association and from which disbursements shall be made, as provided in this Declaration: i) a General Account and ii) a Reserve Account. Association accounts may be established as trust accounts at a banking or savings institution.

(ii) All funds shall be initially deposited in the General Account. Funds deposited in the General Account may be used by the Association only for the purposes for which such funds have been collected.

(iii) Within thirty (30) days after deposit in the General Account any Reserve Expenses shall be deposited in the Reserve Account. The Association shall keep accurate books and records reflecting the amount in each account attributable to each Owner. Funds deposited in the Reserve Account shall be held in trust and, except as otherwise provided for in this Declaration, may be used by the Association only for the specific purposes for which such funds have been collected, which purposes shall be limited to the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of Major Components. Interest, if any, earned on funds deposited in a Reserve Account shall be accumulated therein and shall be used only for payment of Reserve Expenses and any taxes incurred by the Association as a result of the earning of such interest.

(b) **Budget and Annual Report.**

(i) Not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of each Fiscal Year of the Association (the “**Distribution Date**”), the Board shall distribute to each Member the Budget for the upcoming Fiscal Year which shall specifically include the following items:

1) a statement of estimated revenue and expenses on an accrual basis;

2) a summary of the Association’s reserves based upon the most recent review or Reserve Account Study (as defined herein below) conducted pursuant to Section 8.2.(f) below;

3) a statement as to whether the Board has determined or anticipates that the levy of one (1) or more Special Assessments will be required to repair, replace or restore any Major Component or to provide adequate reserves therefore; and

4) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of future repair, replacement or additions to the Common Elements and the Common Furnishings.

(ii) Within one hundred and twenty (120) days after the end of each Fiscal Year, the Board shall cause to be distributed to each Member an Annual Report, that the Association shall have the right, but not the obligation, to have prepared by a Wisconsin Certified Public Accountant. Otherwise, the Annual Report shall be prepared by the Managing Agent or by an officer of the Association and shall be accompanied by the certificate of the person preparing the Annual Report that the Annual Report was prepared without audit from the books and records of the Association.

(iii) In lieu of the distribution of the Budget and Annual Report set forth in this subsection (b), the Board may elect to distribute a summary of the Budget and Annual Report to all of its Members with a written notice that the Budget and Annual Report are available at the business office of the Association or at another suitable location within the boundaries of the Covered Property and that copies will be provided upon request and at the expense of the Association. If any Member requests copies of the Budget, including the statements described in this Section, and/or the Annual Report to be mailed to the Member, the Association shall provide copies to the Member by first-class mail at the expense of the Association and mailed within five (5) business days. The Budget and Annual Report must also be made available to First Mortgagees upon their submission of a written request for it.

(iv) The Board shall take the following actions not less frequently than quarterly:

1) cause a current reconciliation of the General Account to be made and review the same;

2) cause a current reconciliation of the Reserve Account to be made and review the same;

3) review the current year's actual reserve revenues and expenses compared to the current year's Budget;

4) review the most current account statements prepared by the financial institution where the Association has its General Account and Reserve Account; and

5) review an income and expense statement for the Association's General Account and Reserve Account.

(c) **Delegation.** The Association shall have the power to delegate the authority and responsibilities of the Association hereunder to one or more agents, including, without limitation, the Managing Agent.

(d) **Filing of Civil Action.** Except as provided under Article 17, the Association shall have the duty to provide, not later than thirty (30) days prior to the filing of an civil action by the Association against the Declarant or other developer of the Covered Property for alleged damage to the Common Elements, a written notice to each Member, which notice shall specify all of the following:

- (i) That a meeting will take place to discuss problems that may lead to the filing of a civil action;
- (ii) The options, including civil actions, that are available to address the problems; and
- (iii) The time and place of such meeting.

Consent of a Super-Majority of Members shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use Association accounts holding Assessments.

Notwithstanding the foregoing, if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action, the Association may give the notice described in this subsection within thirty (30) days after the filing of the action.

(e) **Inspection of Books and Records.**

(i) The Association shall have the power and duty to open, at any reasonable time during usual business hours, the books and records of the Association for inspection by any Member or Declarant's Mortgagee upon the written demand by such Member or Declarant's Mortgagee; provided, however, that the Association shall be obligated to open its books and records for inspection by a Member only if the Member requests such inspection for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

(ii) The Board shall have the power and duty to establish reasonable rules with respect to (A) notice to be given to the custodian of records by the person desiring to make the inspection; (B) hours and days of the week when such an inspection may be made; and (C) payment of the cost of reproducing copies of documents requested by a Member or Mortgagee.

(iii) Each director of the Association shall have the absolute right at any time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Association includes the right to make extracts and copies of documents.

(f) **Maintenance of Adequate Reserves.**

(i) At least once every three (3) years after the first sale of a Unit, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the Major Components which the Association is obligated to repair, replace, restore, or maintain as part of a study (the “**Reserve Account Study**”) of the Reserve Account requirements of the Covered Property if the current replacement value of the Major Components is equal to or greater than one-half (1/2) of the gross Budget of the Association which excludes the Reserve Account for that period. The Board shall review the Reserve Account Study annually and shall consider and implement necessary adjustments to the Board’s analysis of the Reserve Account requirements as a result of that review. The Reserve Account Study shall at a minimum include the following:

1) Identification of the Major Components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the Reserve Account Study, have a remaining useful life of less than thirty (30) years;

2) Identification of the probable remaining useful life of the Major Components as of the date of the Reserve Account Study;

3) An estimate of the cost of repair, replacement, restoration, or maintenance of the Major Components during and at the end of their useful life;

4) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the Major Components during and at the end of their useful life, after subtracting total funds in the Reserve Account as of the date of the Reserve Account Study;

5) The current amount of accumulated cash in the Reserve Account actually set aside to repair, replace, restore or maintain the Major Components; and

(ii) The percentage that accumulated cash in the Reserve Account actually set aside is of the current estimate of cash reserves necessary to repair, replace, restore or maintain the Major Components

(iii) The Board may authorize the temporary transfer of money from the Reserve Account to the Association’s General Account to meet short-term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board’s minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Reserve Account. The transferred funds shall be restored to the Reserve Account as soon as practicable and in no event later than one (1) year after the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Covered Property, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the Reserve Account, and shall

not authorize the expenditure of any funds from the Reserve Account for uses other than the repair, restoration, replacement or maintenance of the Common Elements or Common Furnishings for which the Reserve Account was established which cumulatively exceeds five percent (5%) of the budgeted Common Expenses for the current Fiscal Year without concurrently authorizing a Special Assessment which will restore reserves to adequate levels as determined by the Reserve Account Study.

(iv) When a decision is made to use funds from the Reserve Account or to temporarily transfer money from the Reserve Account to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis, and such accounting shall be made available for inspection by Members at the Association's office.

(g) **Insurance.**

(i) **Insurance to be Obtained.**

1) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against loss or damage to the Common Elements and Common Furnishings, including, without limitation, machinery used in the service of the Covered Property, by fire and other risks and hazards customarily covered by an insurance policy written on an all risk basis, including, to the extent available at a reasonable cost, earthquake insurance. The stipulated amount of such insurance shall be based on the full replacement cost thereof at the time and place of loss, and the Association shall either (i) annually update such stipulated full replacement cost amount to reflect the then-current estimated full replacement cost thereof, or (ii) procure and maintain an endorsement which provides for full reimbursement for the actual cost of repair or replacement thereof, without deduction for depreciation.

2) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against hazards such as burglary and theft covering the Common Furnishings.

3) The Association shall procure: (i) insurance for loss due to claims for bodily injury, death and property damage with a combined single limit liability with regard thereto of not less than \$1,000,000.00 per occurrence, and (ii) maintain one (1) or more umbrella liability insurance policies against loss or damage due to claims for personal injury, death and property damage with a limit with regard thereto of not less than \$5,000,000.00 per occurrence. The Association may obtain, to the extent available at a reasonable cost, insurance against loss or destruction of personal property belonging to the Association located within the Covered Property.

4) The Association shall have the power and duty to obtain and pay the cost of, to the extent available at a reasonable cost, directors' and officers' liability

insurance, workers' compensation insurance, automobile liability and any other insurance deemed necessary or desirable by the Association. Such other policies of insurance shall cover such risks, be written by such insurers, and be in such amounts as the Association shall deem necessary and proper under the circumstances. The Association shall cause to be covered by a fidelity bond or insurance providing for a blanket crime endorsement, any employee or agent of the Managing Agent or the Association who may have charge of funds of any Owner or Permitted User or of the Association. The loss coverage under any such bond or policy shall not be less than the maximum amount of funds of the Association over which the principals under the bond or policy may reasonably be expected to have control or access at any time.

All insurance policies obtained by the Association hereunder shall name all Owners (as a class), all Association directors and officers, and Declarant (individually) as named insureds. Liability insurance shall contain appropriate waivers of subrogation against any Owner or member of such Owner's household, and a provision that no act or omission by an Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or operate as a condition to recovery by any other person under such policy.

(ii) **Distribution of Insurance Summary.**

1) Within sixty (60) days preceding the beginning of the Association's Fiscal Year, the Board shall prepare and distribute to each Member a summary (the "**Insurance Summary**") of the Association's property, general liability, and earthquake and flood insurance policies, which Insurance Summary shall include all of the following information about each policy: a) the name of the insurer, b) the type of insurance, c) the policy limits of the insurance, and d) the amount of deductibles, if any.

2) The Insurance Summary shall contain, in at least 10-point boldface type, the following statement: "This summary of the Association's policies of insurance provides only certain information as required by applicable law, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies, and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association Members should consult with their individual insurance broker or agent for appropriate additional coverage."

3) The Board shall, as soon as reasonably practical, notify each Member by first-class United States mail if any of the policies described in this subsection have lapsed, been canceled and are not immediately renewed, restored or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the

deductible, for any of those policies. If the Association receives any notice of nonrenewal of a policy described in this subsection, the Association shall immediately notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

4) To the extent that any of the information to be disclosed pursuant to this subsection is specified in the insurance policy declaration page, the Board may meet its obligation to disclose that information by making copies of that page and distributing it to all of the Members.

(h) **Legal and Accounting.** The Association shall have the power to obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and repair of the Common Elements and Common Furnishings and the enforcement of the Governing Instruments.

(i) **Levy and Collection of Assessments.** The Association shall have the power, and shall have the duty to take such action as the Board deems reasonable, (i) to levy, collect and enforce Assessments against the Owners in the manner provided in Article VIII hereof in order to pay the expenses of maintaining and repairing the Common Elements and Common Furnishings (including the fee of the Managing Agent), and (ii) to do all things necessary to enforce each Owner's obligations hereunder, including Owner use limitations

(j) **Maintenance and Repair.** The Association shall have the power, and to the extent deemed necessary or proper by the Board for the maintenance and repair of the Common Elements and Common Furnishings, the duty to perform the maintenance and repair obligations set forth on **Exhibit C** attached hereto, as may be amended by Declarant in its sole discretion from time to time.

(k) **Minutes, Agenda and Policies.** The Association shall have the power and duty to provide each Owner with (i) a copy of the minutes of Board meetings within thirty (30) days following the date of such meeting upon request and upon reimbursement of the Association's reasonable cost to copy and distribute, (ii) a list of the orders of business to be considered at the annual meeting of Members not later than thirty (30) days prior to the date for such meeting, which list shall contain the name, address and a brief biographical sketch (if available) of each Member nominated to stand for election to the Board, and (iii) within sixty (60) days prior to the beginning of each Fiscal Year, a copy of the Association's enforcement policies and practices, if any.

(l) **Other Necessary Acts.** The Association shall have the power to do all other things or acts deemed by the Association to be necessary, desirable or appropriate for the maintenance, repair and replacement of the Common Elements (including the Limited Common Elements) and Common Furnishings.

(m) **Right of Entry.** The Association shall have the right, at any reasonably necessary time, whether or not in the presence of an Owner, to enter upon any Unit for the purpose of (i) making emergency repairs therein, (ii) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit, (iii) protecting the

property rights and welfare of any Owner or Permitted User, or (iv) for any other purpose reasonably related to the performance by the Association of its duties and obligations under the terms of this Declaration. Such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the rightful occupant of such Unit and shall be preceded by reasonable notice to such occupant whenever the circumstances permit. Any action taken by the Association pursuant to the foregoing provisions of this subsection must be reasonably related to the performance by the Association of its responsibilities under the terms of this Declaration. The Association shall further have the authority to lease or to grant licenses or concessions with respect to all or part of the Common Elements other than Limited Common Elements; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against the Owners for the same use of the same facilities.

(n) **Roster.** The Association shall have the power and duty to compile a listing of the names and addresses of Members (“**Roster**”). Upon the written request of an Owner stating the purpose for which the request is made, the Association shall furnish such Owner with a copy of the Roster and may charge such Owner a reasonable fee therefor. Each Owner who requests and receives a copy of the Roster hereby agrees not to make any use of the Roster prohibited by Wisconsin Statutes (including, without limitation, use of the Roster to solicit money or property or for any other commercial purpose) or to distribute a copy of the Roster to any person who is not an Owner or for any purpose unrelated to any Owner’s interest as an Owner and Member. Any Owner who uses or distributes the Roster in a manner prohibited under this subsection shall, in addition to all other rights, powers and remedies available to the Association under this Declaration, be subject to all of the liabilities imposed under Wisconsin Statutes, and agrees to indemnify and defend the Association, the Board and the Managing Agent against and to hold the Association harmless from any and all claims arising from or related to such Owner’s prohibited use of the Roster.

(o) **Rules and Regulations.** The Association shall have the power and duty to adopt, publish and enforce (to the extent deemed necessary and proper by the Board), from time to time, Rules and Regulations relating to the possession, use and enjoyment of the Covered Property which Rules and Regulations shall be consistent with the provisions of the Governing Instruments.

(p) **Statements of Status; Covered Property Documents.**

(i) The Association shall have the power and duty to issue a Statement of Status within ten (10) business days of the mailing or delivery of a request therefor by any Owner, Mortgagee, purchaser or other prospective transferee of a Unit. Such Statement of Status shall be binding upon the Association in favor of any person who may rely thereon in good faith.

(ii) The Association shall have the power and duty to provide a copy of the then-current Declaration, Articles, By-laws, Budget, Annual Report, Insurance Summary, Rules and Regulations, and Reservation Policies and Procedures within ten (10) business days of the mailing or delivery of a request therefor by any Owner.

(iii) The Association shall have the power to charge a fee for providing the Statement of Status and other requested documents, which fee shall not exceed the reasonable cost of preparation and/or reproduction thereof.

(q) **Taxes and Assessments.** The Association shall have the power and duty to pay all taxes and assessments and other costs affecting or relating to the Covered Property or the Common Furnishings not otherwise directly assessed against each Owner and shall have the power to discharge, contest or protest liens or charges affecting the Covered Property.

(r) **Utilities.** The Association shall have the power and duty to obtain and pay the costs of water, electrical, telephone, cable television, high speed internet access, gas, refuse pick-up, garbage disposal and other utility services for the Cottage Units, Common Elements and Limited Common Elements.

Section 8.3 Commencement of Assessments. Assessments shall commence on all Units on the first business day of the first calendar month following the first Close of Escrow, including any Units that are model units. Assessments of fractions of a month shall be prorated. Declarant or Non-Declarant Owners shall pay its' full Proportionate Share of the Assessment on all unsold Units for which Assessments have commenced. The Board shall fix the amount of the Assessment against each Unit at least thirty (30) days in advance of each Assessment period. However, unless otherwise established by the Board, the initial Assessments shall be assessed in accordance with the most recent Budget on file with and approved by the Association. Written notice of any change in the amount of any Assessment shall be sent via first-class mail to every Owner subject thereto not less than thirty (30) nor more than sixty (60) days before the increased Assessment becomes due.

Section 8.4 Apportionment of Assessments. Regular Assessments and Special Assessments shall be assessed against the Owners and their Units based on such Owner's Proportionate Share. The Board may determine that funds less than one hundred fifty percent (150%) of the current Fiscal Year's Budget (excluding Reserve Expenses) in the General Account at the end of the Fiscal Year be retained and used to reduce the following Fiscal Year's Assessments. If there is a dissolution of the Association, any amounts remaining in the General Account or Reserve Account shall be distributed to or for the benefit of the Owners in the same proportions as such funds were collected from the Owners. Notwithstanding anything to the contrary herein, Regular Assessments and Special Assessments shall be waived with respect to the Declarant, to the extent described in the Subsidy Agreement and during the term of such Subsidy Agreement.

Section 8.5 Authority and Duty to Engage Managing Agent. The Association shall have the authority to engage and the obligation to use its best efforts to engage and maintain a reputable firm as the Managing Agent for the Covered Property pursuant to a Management Agreement, in compliance with Wisconsin Statutes and applicable law. The initial term of the Management Agreement shall be for three (3) years and shall automatically renew for successive one (1) year terms. The Association Consent of a Majority of Owners may determine not to renew the Management Agreement upon the provision of not less than ninety (90) days written notice prior to the first, second or third anniversary of the commencement of the Management Agreement,

or the expiration of any applicable successive one (1) year term thereafter, or upon the happening of one of the following events, which shall constitute “cause”:

- (a) proceedings in insolvency, bankruptcy, receivership, liquidation or taking against the Managing Agent;
- (b) if the Managing Agent makes an assignment for the benefit of its creditors or commits any action of bankruptcy under applicable law;
- (c) if the Managing Agent assigns the Management Agreement or any rights approving hereunder to any person without the prior written consent of the Board;
- (d) if the Managing Agent fails to substantially perform its duties and obligations under the Management Agreement for a continuous period of ninety (90) days after written notice of default under the Management Agreement from the Board specifying the default complained of; or
- (e) by mutual consent in writing by the Association and the Managing Agent.

In the event of termination as described in subparagraphs (a) through (e), if requested by the Managing Agent, then said termination shall be subject to arbitration in accordance with the American Arbitration Act.

The Managing Agent shall have at a minimum, the caliber of qualifications as the manager of the Hotel.

Section 8.6 Limitation on Powers of the Board. In addition to the limitations and restrictions enumerated in the Articles of Incorporation and By-laws or elsewhere provided for herein, and without limiting the generality thereof, the Members may, by special resolution, restrict the borrowing powers of the Directors, but a restriction so imposed expires at the next annual general meeting.

Section 8.7 Limited Liability. Neither the Association nor the Managing Agent shall be responsible for the acts, omissions or conduct of any Owner or Permitted User or for the breach of any of the obligations of any Owner or Permitted User.

Section 8.8 Standard of Care, Nonliability.

(a) **Scope of Powers and Standard of Care.**

(i) **General Scope of Powers.** Rights and powers conferred on the Board, the Owners, or other committees or representatives of the Association by the provisions of this Declaration are not duties, obligations or disabilities charged upon those persons unless the rights and powers are explicitly identified as including duties, obligations or disabilities in the provisions of this Declaration or in applicable law. Unless a duty to act is imposed on the Board, Owners, or other committees or representatives of the Association by the Governing Instruments or applicable law, the Board, Owner and the

committees have the right to decide to act or not act. Any decision to not act is not a waiver of the right to act in the future.

(ii) **Business Affairs.** This subsection applies to Board member actions in connection with management, personnel, maintenance and operations, insurance, contracts and finances. Each Board member shall perform the duties of a Board member in good faith, in a manner such Board member believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. When performing his or her duties, a Board member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1) One or more officers or employees of the Association whom the Board member believes to be reliable and competent in the matters presented;

2) Counsel, independent accountants or other persons as to matters which the Board member believes to be within such person's professional or expert competence; or

3) A committee of the Board upon which the Board member does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

4) This subsection is intended to be a restatement of the business judgment rule established in applicable law as it applies to the Association. All amendments, modifications, restatements and interpretations of the business judgment rule applicable to the Association shall be interpreted to amend, modify, restate or interpret this subsection.

(iii) **Association Governance.** This subsection applies to Board actions, and other committee decisions in connection with interpretation and enforcement of the provisions of this Declaration, architectural and landscaping control, regulation of uses within the Covered Property, rule making and oversight of committees. Actions taken or decisions made in connection with these matters shall be reasonable, fair and nondiscriminatory.

(b) **Nonliability.**

(i) **General Rule.** No person is liable to any other person (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such person's acts or omissions when the acts or omissions are within what the person reasonably believed to be the scope of the person's Association duties ("**Official Acts**"), except to the extent that injuries or damage result from the person's willful or

malicious misconduct. No person is liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such person's Official Acts, except to the extent that such injuries or damage result from such person's willful or malicious misconduct. The Association is not liable for damage to property in the Covered Property unless caused by the negligence of the Association, the Board, the Owners, the Association's officers, the Managing Agent or the Managing Agent's staff.

(ii) **Nonliability of Volunteer Board Members and Officers.** A volunteer Board member or volunteer Association officer shall not be personally liable to any person who suffers injury, including without limitation, bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortuous act or omission of the volunteer officer or Board member if they act within their scope of duty, in good faith without willful, wanton or gross negligence and the Association carries reasonable levels of general liability and director and officer coverage for comparable condominium owners' associations.

Section 8.9 **Enforcement of Certain Bonded Obligations.** If (i) the Improvements located on the Covered Property are not completed by the Declarant prior to the marketing or sale of the Cottage Units to the public, and, (ii) the Association is the obligee under a bond, letter of credit or other arrangement ("**Bond**") required by a governmental department or agency to secure performance of the Declarant's commitment to complete the Improvements, the following provisions of this Section will be applicable:

(a) **Board Action.** The Board shall consider and vote on the question of Association action to enforce the obligations under the Bond with respect to any such Improvement for which a notice of completion ("**Notice of Completion**") has not been filed, within sixty (60) days after the completion date specified for that Improvement in the planned construction statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

(b) **Owner Action.** A special meeting of Owners, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the Board's failure to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Owners representing in the aggregate not less than twenty percent (20%) of the Association total voting power. A vote of Owners representing a Super Majority of the Association voting power, to take action to enforce the obligations under the Bond shall be deemed the Association's decision, and the Board must thereafter implement this decision by initialing and pursuing appropriate action under Article XV of this Declaration in the Association's name.

Article 9

ASSESSMENT AND COLLECTION OF ASSESSMENTS

Section 9.1 Creation of Personal Obligations For Assessments. From and after the Starting Date, Declarant, for each Unit owned by Declarant, hereby covenants, and each Owner of a Unit, by acceptance of the conveyance thereof, whether or not it shall be so expressed in the Original Deed, shall be deemed to have covenanted and agreed, for each such Unit owned, to pay to the Association all Assessments which shall be established according to the Proportionate Share, made and collected as hereinafter provided. The Assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which such Assessment is made. Except as otherwise provided in this Declaration, the personal obligation for Delinquent Assessments shall not pass to successors-in-title unless expressly assumed. No Owner may waive or otherwise avoid liability for the Assessments by non-use of his or her Unit or any part thereof or any abandonment thereof.

Section 9.2 Purpose of Assessments. Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, to maintain, repair and improve the Common Elements and Common Furnishings, and to reimburse expenses incurred by the Association and other expenditures incurred in the performance of the duties of the Association as set forth in this Declaration.

Section 9.3 Increase and Reduction of Budget.

(a) In the event of deannexation pursuant to Article XII, the Board shall, not later than sixty (60) days following the Deannexation Date, cause to be prepared a supplemental Budget showing a decrease in the Common Expenses for the applicable Fiscal Year attributable to the deannexation of Common Elements from the Covered Property caused by such deannexation, all prorated for the remainder of the Fiscal Year from such Deannexation Date.

(b) If the Board shall determine at any time during the Fiscal Year that the Budget is, or will be, in excess of the amounts needed to meet the Common Expenses (other than Reserve Expenses) but less than one hundred fifty percent (150%) of the amounts needed to meet the Common Expenses (other than Reserve Expenses) for such Fiscal Year, the Board shall have the authority, exercisable in its sole discretion, to cause to be prepared an estimate of the amount of such excess, which excess shall then be subtracted from the previously prepared Budget for the Fiscal Year to which such excess is applicable. The Common Expenses reflected in the reduced total Budget shall then be allocated among the Unit Owners. Except as may be determined by the Owners on an annual basis, (i) no Unit Owner shall, by reason of such reduction, be entitled to a refund of all or any portion of any Regular Assessment previously paid, and (ii) each Unit Owner hereby agrees that any amount assessed and collected in excess of the amount required to meet the Common Expenses (other than Reserve Expenses) shall be applied to reduce the amount assessed to meet the Common Expenses for the next succeeding Fiscal Year. Any reduction in the Budget, as provided herein, shall not relieve any Unit Owner from his or her obligation to pay any past due Regular Assessment. Notwithstanding the above, the Board shall have the obligation to return to

Owners any funds retained in the General Account in excess of one hundred fifty percent (150%) of the current Fiscal Year Budget (not including Reserve Expenses) in the same proportions as such funds were collected from the Owners but excluding any amounts contributed by Owners to the Association as an initial capital contribution.

Section 9.4 Regular Assessment. (a) Regular Assessments are calculated for each Owner in accordance with each Owner's Proportionate Share, based on the Budget adopted by the Board in accordance with this Declaration. The initial Regular Assessment for each Unit may be prorated between the Declarant and the grantee thereof as more particularly provided in the Williams Bay Offer Form for such Unit. Assessments shall commence as to each Unit as specified in Section 8.3. Except as otherwise provided in this Declaration, without the Consent of a Majority of Members, the Regular Assessments for any applicable Fiscal Year subsequent to the first Fiscal Year shall not exceed one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (without regard to any increase or decrease in the Budget as set forth in Section 9.3 above). The Association shall provide notice in the manners provided in this Declaration to the Owners of any increase in Regular Assessments not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment becoming due.

(b) Notwithstanding the foregoing, Regular Assessment increases shall not be limited to one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (i) in the event of a Regular Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered; or
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment.

Section 9.5 Payment of Regular Assessment. The Regular Assessment shall be paid as follows:

(a) Each Non-Declarant Owner, for each Cottage Unit owned by such Owner, shall pay to the Association, for the Fiscal Year in which such Non-Declarant Owner acquired such Cottage Unit, the Regular Assessment for each such Cottage Unit as provided in the Williams Bay Offer Form between such Owner and Declarant.

(b) For each Fiscal Year thereafter, such Non-Declarant Owner shall pay the Regular Assessment with respect to each Cottage Unit which he or she owns to the Association either (A) in one lump sum due on or before the date determined by the Board, or (B) in

installments payable no more frequently than monthly. Whether such Regular Assessment is paid through the method provided in (A) or (B) of the foregoing sentence shall be at the Association's sole discretion.

(c) For each Fiscal Year, Declarant, with respect to each Cottage Unit owned by Declarant, shall pay to the Association the Regular Assessment in twelve (12) equal monthly installments, commencing on January 1 of each Fiscal Year and continuing on the first day of each month thereafter until paid; provided, however, that upon conveyance of a Cottage Unit owned by Declarant by Original Deed, the Regular Assessment attributed thereto shall be paid as set forth for Non-Declarant Owners.

(d) The Hotel Unit Owner shall pay the Regular assessment to the Association in installments payable no more than frequently than quarterly.

(e) That portion of the Regular Assessment which is attributable to Reserve Expenses shall be deposited in the Reserve Account.

Section 9.6 **Special Assessments.**

(a) If the Regular Assessments collected or to be collected for a particular Fiscal Year are, or will be, inadequate to meet the Common Expenses of the Association for any reason, the Association shall immediately determine the approximate amount of such inadequacy (the "**Shortfall**"), prepare and distribute a supplemental budget and levy against each Unit a Special Assessment as set forth below in this Section 9.6. The Special Assessment for each Unit shall be determined in the same method as used to determine the Regular Assessment.

(b) Notwithstanding the provisions of the foregoing subsection (a), without the Consent of a Majority of Members, that portion of the Special Assessments attributable to the Shortfall shall not, in the aggregate in any particular Fiscal Year, exceed five percent (5%) of Common Expenses for such Fiscal Year. Notwithstanding the foregoing, Special Assessments shall not be limited to five percent (5%) of Common Expenses in any particular Fiscal Year (i) in the event of a Special Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered;
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment; or

(iv) an extraordinary expense in making the first payment of the earthquake insurance surcharge pursuant to Wisconsin Statutes regarding insurance.

(c) The Association shall provide notice by first-class mail to the Owners of any Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

(d) Any Special Assessment may be payable in one lump sum or periodically, as determined by the Association.

Section 9.7 Personal Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board may levy against any Owner or Owners, at any time and from time to time, a Personal Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of the Governing Instruments, by such Owner or Owners, their Permitted User(s), or their agents, employees or contractors. Personal Assessments may also be made by the Board for any other purposes for which this Declaration provides for the levying of a Personal Assessment. Finally, and in addition to the foregoing, a Personal Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of the Governing Instruments, but only after the Owner(s) to be so fined have been provided with notice and hearing. Personal Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Personal Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

Article 10

TERMINATION, CONDEMNATION, DAMAGE AND DESTRUCTION

Section 10.1 Damage or Destruction to Covered Property or Common Furnishings. In the event of any damage or destruction other than by ordinary wear and tear, whether resulting from an insured or uninsured casualty, to all or any portion of the Common Elements or any Common Furnishings, equipment or other personal property leased or owned by the Association, the Association shall promptly cause such to be repaired, restored or replaced as near as may be possible to its condition immediately prior to such damage or destruction. The Board shall obtain firm bids from two (2) or more responsible contractors to rebuild such damaged or destroyed Common Elements as nearly as possible to its condition immediately prior to such damage or destruction and shall accept the bid it considers most favorable. If a bid is accepted, the Board shall levy a Special Assessment on all of the Owners in accordance with the method set forth below. The amount required to make up any deficiencies between the total insurance proceeds and the contract price for such repair and rebuilding is referred to herein as the “**Reconstruction Shortfall**”. The Special Assessment for each Cottage Unit shall be determined in the same method as used to determine the Regular Assessment for each such interest.

Notwithstanding the foregoing, if the loss, damage or destruction was caused by the intentional or negligent act or failure to act of any Unit Owner or his or her Permitted User(s), the cost of such repair shall be a Personal Assessment of, and be paid by, such Owner to

the extent such loss, damage or destruction is not covered by insurance, and if caused by a Declarant Guest, the Declarant shall use reasonable efforts to collect from such person the cost of such repair to the extent such loss, damage or destruction is not covered by insurance. The insurance proceeds available to the Association on account of said damage or destruction shall be paid to the Board. All insurance monies recovered on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied to the payment of the cost of repairing, replacing and rebuilding, and shall be paid out from time to time by the Board as such work progresses upon the written certification of the architect or engineer if applicable, or the contractor in charge of such work, stating that the sum requested is justly due to those persons rendering services or furnishing materials in connection with such work.

Section 10.2 Extensive Damage or Destruction; Condemnation. In the event that the Reconstruction Shortfall exceeds ten percent (10%) of the amount of Common Expenses for such Fiscal Year, the Special Assessment shall not be levied (a) prior to the Conversion Date unless the Board shall first pass a resolution approving such Special Assessment and containing written findings as to the necessity of the extraordinary expense involved and why the expense could not have been reasonably foreseen in the budgeting process and shall distribute such resolution to the Members with the notice of Special Assessment, and (b) on or after the Conversion Date without the Consent of a Majority of Members. If such Special Assessment is not so approved or if no action is taken with respect to such Special Assessment within one hundred eighty (180) days following the date of such damage or destruction or in the event the entire Covered Property shall be taken by eminent domain, this Declaration shall terminate upon the consummation of the sale of the Covered Property, and the recordation in the Official Records of an amendment stating that the Declaration has been terminated in accordance with the provisions of this Section 10.2. The proceeds arising from such sale, together with any insurance proceeds or condemnation proceeds received as a result of such damage, destruction or condemnation shall be distributed by the Association, as trustee, to each Owner, including Declarant (subject to the rights of Mortgagee as reserved in First Mortgages), pro rata in the ratio that the interior square footage of such Owner's Unit (as expressed on the Official Survey) bears to the total interior square footage of all of the Units (as expressed on the Official Survey); provided, however, there shall be deducted from the amount due any Owner, and retained by the Association, the amount, if any, of all sums due to the Association from such Owner.

Article 11

COMPLIANCE, DEFAULT AND ENFORCEMENT OF RESTRICTIONS

Section 11.1 Association.

(a) **In General.** In the event that any Owner or Owner's Permitted User(s) should fail to comply with any of the provisions of the Governing Instruments, the Association or any other Owner(s) shall have full power and authority to enforce compliance with the Governing Instruments in any manner provided for therein, by law or in equity, including, without limitation, the right to enforce the Governing Instruments by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Governing Instruments, to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of

any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of such Owner in any lawful manner. In the event the Association or any Owner(s) shall employ an attorney to enforce the provisions of the Governing Instruments against any Owner, the party engaging the attorney shall be entitled to recover from such Owner or Permitted User violating any such provisions reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner which become Delinquent shall bear interest at rate of twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in this Declaration, commencing ten (10) business days after repayment is requested. Each Owner who becomes Delinquent in the payment of any amount due the Association shall pay to the Association a late charge of the greater of ten dollars (\$10.00) or ten percent (10%) of the Delinquent amount for each payment which is Delinquent. All enforcement powers of the Association shall be cumulative. Declarant and each Owner, by accepting the conveyance of a Unit, shall be deemed to have covenanted and agreed that the Association shall have all of the rights, powers and remedies set forth in this Article and elsewhere in this Declaration.

(b) **Certain Specific Enforcement Powers.** In amplification of, and not in limitation of, the general powers specified above, the Association shall have the following rights and powers:

(i) **Suspension of Privileges and Imposition of Monetary Penalties.** If any Owner or his or her Permitted User shall be in breach of the Governing Instruments, including but not limited to the failure of such Owner to pay any Assessment on or before the due date therefor, subject to the limitations hereinafter set forth in this subsection, the Association may suspend the right of such Owner to participate in any vote or other determination provided for herein, and may assess monetary penalties therefor. No such suspension or imposition of monetary penalties, except a suspension of privileges or imposition of monetary penalties for the failure of such Owner to pay any Assessments, any portion thereof or any other amount(s) due hereunder on or before the due date therefor, shall be made except after a meeting of the Board at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in the By-laws for the noticing, calling and holding of a meeting of the Board. Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Owner's defense shall be oral or written, shall be given to the Owner whose privileges are being sought to be suspended or against whom monetary penalties are sought to be imposed at least fifteen (15) days prior to the holding of such meeting. Such notice shall be given as provided below. Such Owner shall be entitled to appear at such meeting and present his or her case, either orally or in writing, as designated by the Board, as to why his or her privileges should not be suspended or such monetary penalties should not be imposed. The decision as to whether such privileges should be suspended or such monetary penalties imposed shall be made by a majority of the members of the Board present at such meeting. Written notice of suspension, the length thereof or monetary penalties imposed and the reasons therefor shall be given to the affected Owner and the suspension or monetary penalties shall become effective five (5) business days following the date such notice is given. If such suspension

of privileges or imposition of monetary penalties is based on the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspension shall become effective upon the date of the Board's decision to suspend such privileges and such suspended privileges of such Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement, together with accrued and unpaid interest and any late charges or other monetary penalties imposed. If such suspension of privileges is based on any act or omission other than the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspended privileges shall be automatically reinstated upon the expiration of the period stated in the suspension notice. Notwithstanding the foregoing, this provision shall not operate or be construed to deny or restrict ingress or egress of any Owner to his or her Unit.

(ii) **Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on each and every Unit to secure the prompt and faithful performance of each Owner's obligations under the Governing Instruments for the payment to the Association of any and all Assessments levied against any and all Units under this Declaration, together with interest thereon at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, from the date such payment becomes Delinquent, and all late charges and costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. Prior to placing a lien upon the defaulting Owner's Unit to collect the Delinquent payment (together with interest thereon, late charges and costs of collection), the Association, or the Association's authorized representative, shall notify the defaulting Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges and the method of calculation, any attorneys' fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. Any payments toward such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses. If such delinquency is not paid or default is not cured within ten (10) business days after delivery of such notice, the Association may elect to file and record a notice of default and claim of lien (a "**Notice of Default**") on behalf of the Association against the Unit of the defaulting Owner in the Official Records. Such a Notice of Default shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- 1) The name of the defaulting Owner;
- 2) The legal description of the Unit against which the assessment and other sums are levied;
- 3) The total amount of the delinquency, interest thereon, late charges, collection costs and reasonable attorneys' fees;

4) A statement that the Notice of Default is made by the Association pursuant to this Declaration; and

5) A statement that a lien is claimed and will be foreclosed against the Unit in an amount equal to the amount stated.

A copy of the Notice of Default with the recording date shown thereon, shall be sent by registered or certified mail with postage prepaid (i) to all record owners of the Unit owned by the defaulting Owner no later than ten (10) calendar days after recordation of the Notice of Default and (ii) to each Mortgagee of such defaulting Owner no later than ten (10) business days after recordation of the Notice of Default if such Mortgagee has requested a copy and furnished its name and address to the Association or has recorded in the Official Records a request for a copy of the Notice of Default in conformance with Wisconsin Statutes. The recordation of a duly executed original or copy of such Notice of Default, and mailing a copy thereof to the defaulting Owner, shall not constitute a condition precedent to nor delay the attachment of the lien. The lien claimed in such a Notice of Default shall attach to the Unit from and after the time of recordation of such Notice of Default. After the expiration of thirty (30) days following the recordation of the Notice of Default, the lien claimed in such Notice of Default may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a Mortgage by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of Wisconsin may from time to time be changed or amended. The Association shall have the power to bid at any foreclosure sale or judgment sale. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

The proceeds of any foreclosure or judgment sale provided for in this Declaration shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, title costs and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of all charges, monetary penalties and unpaid Assessments hereunder or any liens, and subject to the rights of any Mortgagee, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Unit free from the sums or performance claimed (except as stated in this subsection) but otherwise subject to the provisions of the Governing Instruments; and no such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefor as provided for in this subsection. All sums assessed hereunder but still unpaid shall remain the obligation of and shall be payable by the person foreclosed upon; but if such sum should prove uncollectible, then it shall be deemed to be a Common Expense, and shall be shared among the Owners in the same manner as other Common Expenses are shared.

Upon the timely curing of any default for which a Notice of Default was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of such lien in the Official Records.

(c) **Subordination to Certain Mortgages.** The lien provided for herein shall be prior to all encumbrances made by an Owner or imposed by legal process upon any Owner

except taxes, bonds, assessments and other levies which by law are prior thereto, whether the notice of lien is recorded prior or subsequent to any such encumbrances, except that the lien provided for herein shall be subordinate to the lien of any First Mortgage. The sale or transfer of any Unit shall not defeat or affect the lien provided for herein; provided, however, that the sale or transfer of any such interest which is subject to any First Mortgage pursuant to a foreclosure under such First Mortgage shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessment(s) thereafter becoming due or from the lien thereof.

Article 12

DEANNEXATION

Section 12.1 **Deannexation.** Prior to the Close of Escrow of any Cottage Unit, the Declarant may deannex such Unit.

Article 13

MORTGAGEE PROTECTION

Section 13.1 **Priority of Mortgage Encumbrance.** No breach of the covenants, conditions or restrictions shall affect, impair, defeat or render invalid the lien or charge of any Mortgage encumbering any portion of the Covered Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise, with respect to such portion of the Covered Property.

Section 13.2 **Curing Defaults.** A Mortgagee, or its transferee of such Mortgagee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure.

Section 13.3 **Resale.** It is intended that any Mortgage to facilitate the resale of any Unit after judicial foreclosure is a loan made in good faith and for value and the Mortgagee shall be entitled to all of the rights and protections afforded to other Mortgagees.

Section 13.4 **Conflicts.** In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Article 14

GENERAL PROVISIONS

Section 14.1 **Enforcement.**

(a) The Declarant shall have the right, but not the obligation, and/or any other Owner shall have the right of action against any Owner to enforce, as provided in Article XV

below, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other amounts for such violation; and

(b) Each Owner by the acceptance of the deed or other conveyance of his or her Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and agrees that:

(i) the Covered Property is in close proximity to the Hotel and Hotel Improvements and related facilities and amenities; and

(ii) the quality of the maintenance of the Covered Property will impact the value, attractiveness and desirability of the Hotel and Hotel Improvement and amenities.

Section 14.2 No Waiver. Failure by Declarant, Association or any Owner to enforce any covenant, condition, restriction or reservation contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction and reservation.

Section 14.3 Cumulative Remedies. All rights, options and remedies of Declarant, Association and the Owners or Mortgagees under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, Association the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 14.4 Severability. Invalidity of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.5 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Declarant, Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than a Super Majority of the then Owners has been recorded agreeing to terminate said covenants, conditions and restrictions.

Section 14.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 14.7 **Singular Includes Plural.** Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 14.8 **Nuisance.** The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by the Declarant, Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 14.9 **Attorneys' Fees.** In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

Section 14.10 **Notices.** Any notice to be given to an Owner or to Declarant under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee at the address indicated below and placed in the first class United States mail, postage prepaid. Notice shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means. Any such notice shall be directed to the address of the party to whom intended as follows:

If to Declarant:	To the business office of the Declarant which is: Williams Bay Property Company, LLC __ Constance Boulevard Village of Williams Bay, Geneva Lake, Wisconsin 53191 Attention: Legal Department
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If to Owner:	To the street address of the Unit of such Owner. Notice to co-Owners may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.
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Section 14.11 **Effect of Declaration.** This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 14.12 **Personal Covenant.** To the extent the acceptance or conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner.

Section 14.13 **Nonliability of Officials.** To the fullest extent permitted by law, the Declarant and Association shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such committees or persons reasonably believed to be the scope of their duties.

Section 14.14 **Construction By Declarant.** Nothing in this Declaration shall limit the right of Declarant to alter any Unit still owned by Declarant or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Covered Property. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Covered Property caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to Close of Escrow to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Covered Property. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Owners' rights to use and enjoy the Covered Property.

Section 14.15 **Special Rights.** Declarant shall not be subject to any provisions of this Declaration pertaining to use restrictions. In addition, prior to the Conversion Date, the written approval of the Declarant shall be required to amend any provision of this Declaration.

Section 14.16 **Inapplicability to Government Property.** The provisions of this Declaration shall not be applicable to any portion of the Covered Property owned by a Public Agency and held for a public purpose, but shall apply to any Unit owned by a Public Agency that is used for a residential purpose.

Section 14.17 **Facilities, Events and Activities on the Hotel Property.** The Hotel Unit, Hotel Limited Common Elements, and Hotel Improvements (collectively, the "**Hotel Property**") includes but is not limited to the main Lodge, Guest Services building, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa, Outdoor Pool and Maintenance Building, and other areas such as hotel rooms, banquet facilities, retail shops, courtyards, roadways, parking lots, walkways, landscaping and related facilities that: (i) may host activities and provide entertainment, including private parties and functions, indoor and outdoor performance events, and sports events; and (ii).may require construction, maintenance and operations incident thereto (collectively, "**Hotel Events and Activities**"), which may be in close proximity to the Cottage Units and Cottage Limited Common Elements

Each Cottage Unit Owner, for himself or herself, and for their respective invitees, personal representatives, assigns, heirs and next of kin, agents, employees (collectively, the “**Related Parties**”):

(a) acknowledge the potential for nuisances created by or arising from the Hotel Property in connection with any of the Hotel Events and Activities or permanent Hotel Improvement;

(b) acknowledge that the Declarant has no obligation or right to regulate or control the Hotel Property, in any way or manner. The Owner of the Hotel Unit has the unilateral right to install any trees or other landscaping or construct any Hotel Improvements at any location within the Hotel Property;

(c) acknowledge and agree that Declarant makes no warranties or representations that the Hotel Property will be maintained and operated in the manner that existed or was contemplated at the time of the purchase of a Cottage Unit by an Owner; and

(d) acknowledge and agree that the Hotel Property is separate from the Cottage Units and Cottage Common Elements, and that no Owner shall have any special right or privilege to enter upon or use the Hotel Property, other than pursuant to such terms and conditions as are offered in club or membership license for a fee, which license or membership may also be offered to members of the general public from time to time.

(e) assume the risk of any property damage, personal injury or death and/or creation or maintenance of a trespass or nuisance created by or arising in connection with the Hotel Property or Hotel Events and Activities (collectively, “**Assumed Risks**”);

(f) release, waive, discharge, and covenant not to sue, and agree to indemnify and to hold harmless (i) Declarant, (ii) the Owner of the Hotel Unit and Hotel Improvements, and (iii) their respective directors, shareholders, affiliates, agents and employees (collectively, the “**Released Parties**”), and each of them, from any and all liability to the Related Parties for any losses, costs (including, without limitation, attorneys’ fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise;

Section 14.18 Noise and Hazards. Each Cottage Unit Owner acknowledges that such Owner has specifically considered the exposure and potential exposure of their Cottage Unit to noise and hazards from activities that may occur and conditions that exist outside of the boundaries of the Covered Property and that, in purchasing their Cottage Unit, the Cottage Unit Owner thereof is not relying on any statements made by Declarant or its representatives respecting such exposure. Purely as examples, and without limiting the generality of this disclaimer, the Covered Property may be subject to, and each Owner’s purchase of a Cottage Unit is made in full expectation of, noise and hazards being generated from the following:

(a) highways in the vicinity of the Cottage Units;

- (b) over-flights of general aviation aircraft;
- (d) air-conditioning compressors located near the Cottage Units, Hotel Units or any Hotel Property; and
- (e) maintenance of and activities and use of any adjacent property or property in which the Association has an easement right.

Section 14.19 **Construction and Sales Activity by Declarant.** Each Cottage Unit Owner acknowledges that Declarant shall conduct construction and sales activities in connection with the development and construction of the Cottage Units, including, but not limited to, special events, receptions, and open house models of Cottage Units.

Section 14.20 **View.** Each Cottage Unit Owner acknowledges that any construction or improvement by Declarant, or the Owner of the Hotel Unit may change, impair, obstruct or otherwise affect any view that a Cottage Unit Owner may have enjoyed at the time of the purchase of a Cottage Unit. Declarant does not guarantee that any views that a Cottage Unit Owner may have enjoyed will not be impaired or obstructed in the future by changes to other property. Each Cottage Unit Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Declarant, or its officers, employees, partners, subsidiaries, affiliated companies, or directors and agents or any of them in connection with the preservation of views and Cottage Unit Owner agrees to hold Declarant, the Owner of the Hotel Unit and all of their officers, employees, partners, shareholders, subsidiaries, affiliated companies, and directors and agents or any of them, free of liability from such damages, costs, expenses or charges incurred in connection therewith, such as, but not limited to, attorneys' fees and court costs and costs arising from any changes, obstruction or impairment of the view from any Owner's Cottage Unit.

Section 14.21 **Fire and Casualty Insurance.** Each Cottage Unit Owner and Hotel Unit Owner is responsible for obtaining a fire and casualty insurance policy on their respective Cottage Unit insuring their respective Cottage Unit and Hotel Unit and Owner's personal property against loss by fire or other casualty and to carry public liability insurance covering the Cottage Unit and Hotel Unit Owner's individual liability.

Section 14.22 **Private Sewer Restrictions.** Each Cottage Unit Owner and Hotel Unit Owner acknowledges, understands, and accepts the following covenants, conditions, and restrictions conditioned by the Walworth Wastewater District ("WWD") for allowance of exception for use of multi-unit sewer laterals requested by Cottage Unit Owner or Hotel Unit Owner on the Covered Property:

- (a) Ownership and maintenance of all individual-home and multi-unit sewer laterals ("**Private Sewer Facilities**") shall remain with Owner(s).
- (b) Private Sewer Facilities shall not be dedicated to WWD, nor shall WWD accept or be liable for ownership or maintenance of private sewer facilities.

(c) Each Owner individually and all Owners jointly, are liable and responsible for design, construction, operation, maintenance, repair and replacement of Private Sewer Facilities.

(d) Owners shall acknowledge that multi-unit laterals inherently allow the possibility of one living unit causing downstream sewer lateral blockage that affects other upstream living units connected to the same lateral. Owners shall be jointly responsible for any and all maintenance and damage caused by sewer lateral blockage regardless of cause.

(e) Owners individually and jointly shall indemnify the WWD Board of Directors, staff, and consultants from any and all claims related to Private Sewer Facilities and multi-unit laterals for any and all causes.

Section 14.23 No Public Right of Dedication. Nothing in this Declaration is a gift or dedication of all or any part of the Covered Property to the public, or for any public use.

Section 14.24 Public Access. In accordance with certain conditions of approval imposed by the Village in connection with the development of the Project, certain portions of the Project may be available for use by members of the general public.

Section 14.25 Priorities and Inconsistencies. If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-laws of the Association, the terms and provisions of this Declaration shall prevail.

Section 14.26 No Representations or Warranties; Not An Enhanced Protection Agreement. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Covered Property or any portion of the Covered Property, or any Improvement thereon, its physical conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed from time to time with any applicable governmental authority. Nothing in this Declaration shall be construed to be an enhanced protection agreement.

Section 14.27 Disclosures. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Covered Property agrees to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Covered Property. Each Owner, by acceptance of a deed or other conveyance of a Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and understands the following:

(a) **Post Tension Concrete Slabs** Concrete slabs within the Covered Property may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is commonly known as a “Post Tension Slab.” Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing,

etc.) is very hazardous and may result in serious damage to the Unit or Cottage and/or personal injury. All Owners shall determine if their Unit has been constructed with a Post Tension Slab and, if so agree: (1) they shall not cut into or otherwise tamper with the Post Tension Slab; (2) will not permit or allow any other person to cut into or tamper with the Post Tension Slab so long as Owner owns any interest in the Unit; (3) they shall disclose the existence of the Post Tension Slab to any person who rents, leases or purchases the Unit from Owner; and (4) they shall indemnify and hold Declarant, and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by such Owner.

(b) **Proto-II Wall Disclosure.** Each Owner acknowledges and understands that some Covered Property walls may be a type of masonry fencing known as "Proto-II" walls. Although Proto-II walls typically look the same as conventional masonry fencing, the method of construction differs. Conventional masonry walls are built with rigid vertical and horizontal sleeves of rebar and grout to provide strength and stability to the wall. Proto-II walls, on the other hand, are constructed using high strength steel post-tensioning rods inside the footings and wall to induce tightness (tension) throughout the footings and wall. Because of the presence of post-tension rods within the structure of the wall, it is imperative that Owners contact a professional Proto-II wall installer before undertaking any structural repair of the Proto-II walls. By accepting conveyance of a Unit, each Owner specifically covenants and agrees (i) to engage the services of a Proto-II wall professional in connection with any structural work on the Proto-II wall; (ii) to disclose the existence of the Proto-II wall to any lessee, tenant, or subsequent purchaser; and (iii) Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the Proto-II wall by Owner or any employee, agent, family member or representative of Owner.

Article 15

DISPUTE RESOLUTION

Section 15.1 Alternative Dispute Resolution.

(a) **Alternative Dispute Resolution of Assessment Disputes.** Disputes between an Owner and the Association regarding Assessments imposed by the Association may be submitted to alternative dispute resolution in accordance with if such Owner pays in full (i) the amount of the Assessment in dispute, (ii) any late charges, (iii) any interest, and (iv) all fees and costs associated with the preparation and filing of a notice of the delinquent Assessment (including mailing costs and attorneys fees not to exceed the maximum amount allowed by law), and states by written notice that such amount is paid under protest, and the written notice is mailed by certified mail not more than thirty (30) days from the recording of a notice of delinquent Assessment. Upon receipt of such written notice, the Association shall inform the Owner in writing if applicable law requires a dispute be resolved through alternative dispute resolution. The right of any Owner to utilize alternative dispute resolution under this Section may not be exercised more than two times in any single calendar year, and not more than three times within any five (5) calendar years. Nothing within this Section shall preclude any Owner and the Association, upon mutual agreement, from entering into alternative dispute resolution in excess of the limits set forth

herein. An Owner may request and be awarded through alternative dispute resolution reasonable interest to be paid by the Association for the total amount paid under items (i) through (iv) above, if it is determined that the Assessment levied by the Association was not correctly levied.

(b) **Notice of Noncompliance.** After notice and a hearing, the Board may direct the officers of the Association to record a notice of noncompliance against a Unit Owner that has violated any provision of this Declaration. The notice shall include a legal description of the Unit and shall specify the provision of this Declaration that was violated, the violation committed, and the steps required to remedy the noncompliance. Once the noncompliance is remedied or the noncomplying Owner has taken such other steps as reasonably required by the Board, the Board shall direct the officers of the Association to record a notice that the noncompliance has been remedied.

(c) **Limitation on Expenditures.** The Association may not incur litigation expenses, including without limitation attorneys' fees, or borrow money to fund litigation, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Association first obtains the Consent of at least a Super -Majority of Members (excluding the voting power of any Owner who would be a defendant in such proceedings). Such approval is not necessary if the legal proceedings are initiated (i) to enforce the use restrictions contained in Article VI, (ii) to collect any unpaid Assessments levied pursuant to this Declaration, (iii) for a claim, the total value of which is less than five hundred thousand dollars (\$500,000), or (iv) as a cross-complaint in litigation to which the Association is already a party. If the Association decides to use or transfer funds from the Reserve Account or borrow funds to pay for any litigation, such notice shall provide an explanation of why the litigation is being initiated or defended, why General Account funds cannot be used, how and when the funds in the Reserve Account will be replaced or the loan will be repaid, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation which will be available at the Association's office. The accounting shall be updated monthly.

Section 15.2 **Resolution of Disputes.**

(a) **Utilization of Alternative Dispute Resolution Procedures.** The Association, each Owner of a Unit, and Declarant, for and on behalf of itself and all of the "**Declarant Parties**" as defined below), acknowledge and agree that the utilization of alternative dispute resolution ("**ADR**") procedures (including, without limitation, mediation, arbitration and judicial reference) pursuant to this Declaration in lieu of traditional civil litigation is in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Sections 1 through 16) which is designed to encourage the use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. Parties interpreting this Section shall follow the federal court rulings which provide, without limitation, that the Federal Arbitration Act (i) is a congressional declaration of a liberal federal policy favoring arbitration agreements as an alternative dispute resolution procedure, notwithstanding substantive or procedural state policies to the contrary: (ii) requires that federal and state courts rigorously enforce agreements to arbitrate: (iii) requires the scope of this alternative dispute resolution Section be interpreted broadly in favor of arbitration: and (iv) requires disputes over whether an issue is arbitrable be resolved in favor of arbitration. Specifically, this Section is to be interpreted in accordance with federal court rulings.

References herein to Wisconsin Statutes are not intended to be, and shall not be interpreted to be, a waiver of rights created under the Federal Arbitration Act. For purposes of this Section, the term “**Declarant Parties**” means and collectively refers to the Declarant, its members, managers, and each of their respective members, managers, shareholders, directors, officers and employees, and the term “**Declarant Party**” refers to any of the foregoing individually.

(b) **Authority of the Board of Directors Regarding Resolution of Disputes.**

The Board, for and on behalf of the Association, is authorized and empowered to initiate, defend, join in, settle and pay costs and expenses incurred in connection with any legal proceedings (including any ADR proceedings), as the Board, in its sole discretion, deems appropriate in connection with any dispute between or among: (1) the Association; (2) the Association and any Owner(s) (3) the Association and any of the Declarant Parties: (4) the Association and any other person or entity; (5) any Owner and any of the Declarant Parties: and (6) any Owner and another Owner. Such disputes may pertain to, among other things, (i) the interpretation and/or enforcement of the provisions of this Declaration: (ii) damage to any Improvements to the Covered Property; and (iii) damage to the Units which arises out of, or is integrally related to, any damage to the Covered Property. The Board is also authorized and empowered to perform any act reasonably necessary to resolve any such dispute through ADR proceedings.

(c) **Disputes Involving the Declarant, the Association, the Covered Property.** Except where prohibited by law and except as otherwise expressly set forth herein, all disputes that involve in any way or to any extent the Declarant, the Association and/or the Covered Property shall be resolved in accordance with the judicial reference provisions set forth below. Notwithstanding the foregoing, any disputes between the Association and any Owner regarding delinquent Assessments may be resolved as provided elsewhere in this Declaration (including, without limitation, the commencement of a civil action for judicial foreclosure of the assessment lien). Additionally, any dispute between the Association and the Declarant regarding the enforcement of a completion bond for the Covered Property shall be resolved in accordance with the instructions accompanying such completion bond and with the provisions of the Section of this Declaration entitled “Enforcement of Certain Bonded Obligations.”

(d) **Class Action and Other Disputes; Alternative Dispute Resolution.**

Before commencing any legal proceedings to commence a class action, the Association and each Owner may agree to alternate dispute resolution (“ADR”). If the parties to such dispute are unable to resolve the dispute by ADR, the parties shall resolve the dispute by judicial reference.

(e) **Judicial Reference.** All disputes required to be resolved by judicial reference as provided herein, and any other unresolved dispute that the parties desire to resolve by judicial reference pursuant to applicable law, shall be submitted to general judicial reference pursuant to applicable law. The parties to the dispute shall cooperate in the judicial reference proceedings. The referee (“**Referee**”) shall have the authority to try, and shall try, all issues, whether of fact or law, including, without limitation, the validity, scope and enforceability of these dispute resolution procedures, and shall report a statement of decision to the court. The judicial reference proceedings shall be conducted pursuant to procedures specified by the selected Referee and set forth herein, provided that the following rules and procedures shall apply in all cases unless all parties agree otherwise in writing:

(i) The parties shall agree upon a single Referee within (10) days of receipt by any party of a written request to resolve such dispute by judicial reference. If the parties are unable to agree upon a Referee within such ten (10) day period, then any party may thereafter seek to have a Referee appointed under applicable law. If the Referee is appointed by court, the Referee shall be a neutral and impartial retired judge with substantial experience in relevant matters from Judicial Arbitration and Mediation Service (“JAMS”), the American Arbitration Association (“AAA”) or similar mediation/arbitration entity. The proposed Referee may be challenged for any of the grounds listed in the applicable rules for judicial reference.

(ii) The judicial reference proceedings shall proceed without a jury, and the parties acknowledge and agree that they are waiving any and all rights to a jury trial.

(iii) The parties shall be entitled to conduct all discovery as provided in applicable law, and the Referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and/or enforce subpoenas, protective orders or other limitations on discovery available under applicable law.

(iv) The judicial reference proceedings shall be conducted in accordance with Wisconsin law (including the rules of evidence), and in all regards the Referee shall follow Wisconsin law as applicable at the time of the reference proceedings. The Referee may issue any remedy or relief, other than punitive damages, which the courts of the State of Wisconsin could issue if presented the same circumstances, and the Referee shall follow and otherwise employ the standards for issuing such relief as defined by Wisconsin law. The Referee may require one or more pre-hearing conferences. A stenographic record of the proceedings shall be made. The Referee’s statement of decision shall contain findings of fact and conclusions of law to the extent applicable. The Referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the Referee upon all of the issues considered by the Referee shall be binding upon the parties, subject to rights of appeal as provided below, and upon filing of the statement of decision with the clerk of any court of the State of Wisconsin having jurisdiction thereof, or with the judge where there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. The judgment and decision of the Referee shall be appealable in the same manner and subject to the same rules as if rendered by the court.

(v) If a dispute involves parties other than those listed in this Section, this provision shall be interpreted to bring such third-party disputes into the general reference procedure prescribed herein to the extent permitted by law and by the provisions of this Declaration. All parties shall cooperate in good faith to ensure that necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceedings if all parties against whom Declarant has necessary or permissive cross-claims or counterclaims, including, without limitation, other Declarant Parties, will not or cannot be joined in the judicial reference

proceeding, such that Declarant would be forced to litigate in multiple forums or potentially face inconsistent rulings.

(vi) The exclusive venue for all judicial reference proceedings shall be in the County, unless all parties agree to a different location; and

(vii) Except where attorneys' fees are awarded as an element of sanctions or pursuant to a written agreement, the parties shall bear their own attorneys' fees in any proceedings conducted hereunder. In any dispute involving Declarant on the one hand, and the Association, or an Owner on the other hand, the Association, or the Owner shall advance an amount equal to the cost of filing a civil action for the same claim in the appropriate state court in the County, and Declarant shall advance the initiation/filing fees in excess of the amount advanced by the Association or the Owner. Unless otherwise agreed to by the parties or ordered by the Referee, all other costs and fees of the proceedings shall be advanced equally by the parties to the proceedings. For all disputes not involving the Declarant, the initiation/filing fees and all other costs and fees of the proceedings shall be advanced equally by each party to the proceedings (unless otherwise agreed among the parties or ordered by the Referee). In all cases, the costs and fees (including, without limitation, the initiation/filing fees, but excluding attorneys' fees) of such judicial reference proceedings shall ultimately be borne as determined by the Referee in his or her discretion as the interests of justice dictate. The Referee may award litigation costs to the prevailing party.

Section 15.3 **Waivers.**

(a) **WAIVER OF COURT AND JURY TRIAL.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN. IN THE EVENT ANY OF THE PROCEDURES SET FORTH OR REFERENCED HEREIN ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, IN WHOLE OR IN MATERIAL PART, SUCH THAT THE RESOLUTION OF THE DISPUTE SHALL PROCEED BY WAY OF CIVIL LITIGATION PROCEEDINGS, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES NONETHELESS WAIVE THE RIGHT TO JURY TRIAL WITH RESPECT TO SUCH DISPUTE.

(b) **WAIVER OF PUNITIVE DAMAGES.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO PUNITIVE OR EXEMPLARY DAMAGES

Section 15.4 **Name and Address of Registered Agent.** The name and address of the Registered Agent for service of process is: _____

Article 16

AMENDMENT PROVISIONS

Section 16.1 **Amendment by Owners.**

(a) **Prior to Close of Escrow.** In addition to the right of the Declarant to deannex any Unit on which a Close of Escrow has not occurred, Declarant shall also have the right to cancel, amend or modify this Declaration until such time as a Close of Escrow has occurred. Any such cancellation, amendment or modification of this Declaration shall be effective when executed by Declarant, and, if any portion of the Covered Property is owned by any persons or entities other than Declarant, by such Owner(s) of the Covered Property.

(b) **After Close of Escrow.** After a Close of Escrow has occurred, the Declaration may only be amended as follows:

(i) By the Declarant at any time and from time to time if the changes are made to correct any scrivener error or to comply with applicable law, provided that such changes will not have a material adverse effect upon the rights, duties and obligations of the Owners; or

(ii) By the Declarant while it is still a Class B Member as may be required by any lending institution, title insurance company, public body, or as may be necessary to comply with the lawful requirements of any jurisdiction in which Units are offered for sale, sold or used, or to facilitate the operation and management of the Covered Property; provided, however, that no amendment to this Declaration may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit or change the proportion or percentage by which an Owner votes, shares the costs of operation, or otherwise materially and adversely affects the rights or obligations of an Owner unless such amendment is also approved by at least a majority of the Members of the Association.

Any amendment to this Declaration under (i) or (ii) above shall be executed solely by the Declarant, setting forth in full the text of such amendment, and the appropriate recording data of this Declaration, and shall become effective upon the recording of said instrument in the Official Records.

(iii) At any time after the Conversion Date by two (2) officers of the Association provided that such amendment has first been approved with the Consent of a Majority of Members. Such amendments shall become effective upon the recording of said instrument in the Official Records.

Section 16.2 **Declarant's Approval.** Notwithstanding any other provisions of this Declaration, this Declaration cannot be amended without the prior written approval of the Declarant for the later of ten (10) years after the Close of Escrow of the last Cottage Unit in the Covered Property. Any modification or elimination of this Section shall likewise require the prior written approval of the Declarant.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

WILLIAMS BAY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: William V. Krehbiel
Its: Managing Member

CONSENT BY MORTGAGEE:

By: _____
Name: _____
Title: _____
Bank: _____

STATE OF WISCONSIN)
VILLAGE OF WILLIAMS BAY) ss
COUNTY OF WALWORTH)

On _____ before me, _____,
Notary Public, personally appeared _____
and _____, personally known to me to
be the persons whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the persons, or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

SIGNATURE OF NOTARY PUBLIC

(SEAL)

EXHIBIT SCHEDULE

EXHIBIT A	Definitions
EXHIBIT B-1	Legal Description of Covered Property
EXHIBIT B-2	Condominium Plat
EXHIBIT C	Schedule of Maintenance
EXHIBIT D	Unit Information and Proportionate Share

EXHIBIT A
DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Annual Report. “Annual Report” shall mean a report to Owners comprising (a) a balance sheet relating to the Association as of the last day of a Fiscal Year, (b) an operating statement for such Fiscal Year, (c) a statement of the net changes in financial position of the Association for such Fiscal Year, and (d) a list of the names, business mailing addresses and business telephone numbers of the members of the Board.

Articles. “Articles” shall mean the Articles of Incorporation of the Association which are, or shall be, filed in the Office of the Secretary of State of Wisconsin, as said Articles may be amended from time to time.

Assessment. “Assessment” shall mean a Regular Assessment, Special Assessment, or Personal Assessment.

Association. “Association” shall mean The Preserve, a Wisconsin nonprofit mutual benefit corporation.

Board. “Board” shall mean the board of directors of the Association.

Budget. “Budget” shall mean an annual written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board pursuant to this Declaration, and required to be paid by each Owner according to its Proportionate Share.

By-laws. “By-laws” shall mean the By-laws of the Association which have been or will be adopted by the Board of the Association, as the same may be amended from time to time.

Class A Member. “Class A Member” shall have the meaning ascribed to it in Section 7.1(e).

Class B Member. “Class B Member” shall have the meaning ascribed to it in Section 7.1(e).

Close of Escrow. “Close of Escrow” shall mean the date on which a conveyance document has been recorded in the Official Records pursuant to which Declarant conveyed a Unit within the Covered Property.

Common Element. “Common Element” shall mean all areas of the Covered Property, except all Units therein as more specifically defined on the Condominium Plat; the Common

Element is designated for undivided ownership by the Owners of the Units based on the Proportionate Share listed on **Exhibit D**.

Common Expenses. “Common Expenses” shall mean all Cottage Unit and Hotel Unit Common Expenses required to be paid by Unit Owners according to each Owner’s Proportionate Share, as more specifically set forth below, including without limitation the following:

(a) The following Unit Common Expenses shall be collected as part of the Regular Assessment and earmarked in the General Account or Reserve Account as “General Common Expenses”:

(i) Operating Expenses as described in the budget for the Fiscal Year applicable to the calculation.

(ii) Reserve Expenses as described in the budget for the Fiscal Year applicable to the calculation.

Common Furnishings. “Common Furnishings” shall mean the furnishings, fixtures and equipment within the Common Elements or Limited Common Elements of the Covered Property, such as furniture or decorations placed by the Association on the Limited Common Elements (balconies/patios/terraces) or furniture or decorations placed in the shared entryways to lock-off units, if any. Common Furnishings are owned in common by all of the Owners.

Condominium Plat. “Condominium Plat” shall be the Condominium Plat attached under **Exhibit B-2** and recorded in Official Records, including any Supplementary Condominium Plat.

Consent of a Majority of Members. “Consent of a Majority of Members” shall mean the vote or written assent of: (a) while there is a Class B membership, (i) Class A Members entitled to vote and who collectively own more than fifty percent (50%) of the total voting power vested in such Class A Members, and (ii) Declarant, and (b) after there is no longer a Class B membership, Members, including Declarant, entitled to vote and who collectively own more than fifty percent (50%) of the voting power vested in the Members.

Consent of a Majority of Non-Declarant Owners. “Consent of a Majority of Non-Declarant Owners” shall mean the vote or written assent of Non-Declarant Owners entitled to vote or so assent and who collectively own more than fifty percent (50%) of the total voting power vested in such Non-Declarant Owners.

Consent of a Super-Majority of Members. “Consent of a Super-Majority of Members” shall mean the vote or written assent of: (a) prior to the Conversion Date (i) Non-Declarant Owners entitled to vote or so assent and who collectively own seventy-five percent (75%) of the total voting power vested in such Non-Declarant Owners and (ii) Declarant, and (b) from and after the Conversion Date, Owners entitled to vote or so assent and who collectively own more than seventy-five Percent (75%) of the total voting power vested in such Owners.

Conversion Date. “Conversion Date” shall mean the date on which Declarant’s Class B Membership converts to Class A Membership, as more particularly described in Section 7.1(e).

Cottage Unit Common Expenses. “Cottage Unit Common Expenses” shall mean that portion of the Common Expenses incurred in the operation, maintenance and repair of the Cottage Units and any Limited Common Elements of the Cottage Units, including without limitation deferred maintenance and replacement Reserve Expenses for such purposes, the cost and expenses of liability and casualty insurance coverage for the interior and contents of Cottage Units and any Limited Common Elements for the Cottage Units, the costs of utility service for the Cottage Units, and any other costs and expenses declared Cottage Unit Common Expenses by this Declaration or by the Board. Cottage Unit Common Expenses are calculated for each Cottage Unit Owner in accordance with each Cottage Unit Owner’s Proportionate Share. Gas and water or other utilities that are not separately metered to an individual Cottage Unit shall be allocated by Proportionate Share.

Cottage Unit. “Cottage Unit” shall mean the cottage designated on the Condominium Plat within the Covered Property, any appurtenant or designated Cottage Common Element, Cottage Limited Common Element, Cottage Common Furnishings, together with (i) any additions or modifications or replacements that may hereafter be made thereto, and (ii) all improvements and fixtures contained therein.

Cottage Unit Owner. “Cottage Unit Owner” shall mean the Owner of a Cottage Unit within the Covered Property.

County. “County” shall mean the County of Walworth, State of Wisconsin.

Covered Property. “Covered Property” shall mean the real property described in Paragraph A of the Recitals that is encumbered by this Declaration and any real property within the Project to which any Owner or Declarant has legal use or access rights granted by easement, lease or contract.

Deannexation Date. “Deannexation Date” shall mean the date of any deannexation pursuant to Section 12.1 hereof.

Declarant. “Declarant” shall mean:

(a) WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company, its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and

(b) any person or entity, his, her or its successors and assigns, to which the foregoing Declarant has assigned any or all of its rights and obligations by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

Declarant Guest. “Declarant Guest” shall mean any person who occupies a Cottage Unit owned by Declarant with the permission of Declarant and such person’s family, guests, licensees or invitees.

Declaration. “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions for the Private Residences I at the Preserve, A Condominium in Williams Bay, as it may be amended from time to time.

Declarant’s Report. “Declarant’s Report” shall mean a statement containing the following information, where applicable:

- (a) A status report covering each Improvement, if any, included in the Covered Property which was scheduled for completion during the Fiscal Year according to the planned construction statement for the Covered Property and each still uncompleted Improvement that was scheduled for completion during an earlier Fiscal Year;
- (b) The number of Units owned by Declarant as of the first and last day of the Fiscal Year;
- (c) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments which Declarant became obligated to pay during the Fiscal Year;
- (d) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments actually paid by Declarant to the Association during the Fiscal Year.
- (e) If no Subsidy Agreement is in effect during a Fiscal Year, the amount of any delinquency amount owed by Declarant in the payment of Regular Assessments and Special Assessments that has not been cured as of the date of such Declarant’s Report; and
- (f) An itemized report of funds, goods and services furnished by Declarant or caused to be furnished to the Association (if any) under the Subsidy Agreement, if any, including, without limitation, payment of Reserve Expenses thereunder.

Mortgage or Mortgagee. “Mortgage” or “Mortgagee” shall mean any duly recorded mortgage encumbering a Unit, and the holder of the beneficiary’s interest under any such Mortgage, respectively. “First Mortgage” and “First Mortgagee” shall mean a Mortgage which has priority over all other Mortgages encumbering a specific Unit, and the holder of any such First Mortgage, respectively.

Delinquent. “Delinquent” shall mean a payment that is due to the Association hereunder and remains unpaid more than fifteen (15) days after the due date therefor.

Detained User. “Detained User” shall mean the person detained by the Detaining User.

Detaining User. “Detaining User” shall mean any Cottage Unit Owner or Permitted User who makes unauthorized use or occupancy of a Cottage Unit, or who through any act or course of conduct affecting the Covered Property or the Common Elements or any portion thereof, renders a Cottage Unit uninhabitable or unusable.

Exhibit. “Exhibit” shall mean any document so designated herein and attached hereto.

Fiscal Year. “Fiscal Year” shall mean the one (1) year period commencing on the first day of January of each calendar year, which shall be the fiscal year of the Association; provided, however, that the first Fiscal Year shall be the partial year period commencing on the conveyance by Declarant of the first Cottage Unit and ending on December 31 of such calendar year; provided, further, that the Fiscal Year shall be subject to change by amendment to the By-laws.

General Account. “General Account” shall mean the separate account(s) with a bank and/or savings and loan association located within the State of Wisconsin and selected by the Association into which all cash and cash equivalent receipts of the Association shall be deposited.

General Common Expenses. “General Common Expenses” shall mean Unit: (i) Operating Expenses, and (ii) Reserve Expenses, as more specifically set forth herein.

Governing Instruments. “Governing Instruments” shall mean the basic documents creating and governing the Covered Property, including, but not limited to, this Declaration, the Articles of Incorporation and By-laws of the Association, the Condominium Plat, the Rules and Regulations and Reservation Policies and Procedures adopted by the Board.

Hotel Events and Activities. “Hotel Events and Activities” shall have the meaning ascribed to it in Section 14.17 of this Declaration.

Hotel Improvement. “Hotel Improvements” include any Improvement which is within the Hotel Unit or Hotel Limited Common Element, and any Improvement located on the adjacent property containing the Hotel and related facilities, and such facilities may change from time to time at the sole discretion of the Owner of the Hotel Unit.

Hotel Limited Common Elements. “Hotel Limited Common Element” shall mean the Improvements identified on the Condominium Plat as Limited Common Elements of the Hotel Unit.

Hotel Property. “Hotel Property” shall mean the Hotel Unit and the Hotel Limited Common Elements, including but not limited to Hotel Improvements.

Hotel Unit. “Hotel Unit” shall mean the Improvements shown on the Condominium Plat as the Hotel Unit, including but not limited to: the Lodge, Guest Services, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa and related Hotel Improvements.

Hotel Unit Owner or Owner of the Hotel Unit. “Hotel Unit Owner” or “Owner of the Hotel Unit” shall mean the owner of record of the Hotel Unit.

Improvement. “Improvement” shall mean all:

- (a) structures and appurtenances thereto of every type and kind, including but not limited to, buildings, out buildings, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads,

driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or wind-powered energy systems or equipment, and water softener or heater or air conditioning and heating fixtures and equipment;

(b) the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind;

(c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;

(d) landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants;

(e) any change or alteration of any Improvement including any change of material, exterior appearance, color or texture; and

(f) the processing and recordation of any lot line adjustment.

Limited Common Elements. “Limited Common Elements” shall mean either a Hotel Limited Common Element or a Cottage Limited Common Element, which are portions of the Common Elements designated on the Condominium Plat, as an area for the exclusive use of the occupant of a particular Unit, in accordance with Wisconsin Statutes. For the Cottage Units, Limited Common Elements shall include any balcony, terrace or patio adjacent to or adjoining a Cottage Unit, and any driveway delineated on the Condominium Plat intended for the exclusive use of a particular Cottage Unit Owners. For the Hotel Units, Limited Common Elements shall include any areas or facilities within the Hotel Property designated on the Condominium Plat, intended for the exclusive use of the Owner of such Hotel Unit, within which the Hotel Unit Owner may designate areas or easements for its Permitted Users.

Major Components. “Major Components” shall mean the major components of the Common Elements, Limited Common Elements or of the Common Furnishings.

Management Agreement. “Management Agreement” shall mean an agreement between the Association and the Managing Agent, as more particularly described in Section 8.6.

Managing Agent. “Managing Agent” shall mean the agent engaged by the Board as authorized by Article VIII of this Declaration. The first Managing Agent shall be appointed by Declarant and may be the Declarant or an affiliate of the Declarant.

Member. “Member” shall mean any Owner within the Covered Property who automatically becomes a member of the Association.

Non-Declarant Owners. “Non-Declarant Owners” shall mean all Owners other than Declarant.

Official Records. “Official Records” shall mean the official records in the County of Walworth.

Official Survey. “Official Survey” shall refer to that survey that the Declarant shall perform once the Covered Property is complete. The Official Survey shall contain the interior square footage of each Unit.

Operating Expenses. “Operating Expenses” shall mean the costs and expenses required to be paid by Owners, according to each Owner’s Proportionate Share, to provide for the on-going maintenance, administration, management, operation, repair and replacement of the Common Elements, including any landscaping thereon, and Common Furnishings. The initial schedule of maintenance is set forth on Exhibit C attached hereto; however, the Declarant shall have the exclusive right to modify the specifications for the schedule of maintenance in its sole discretion from time to time.

Original Deed. “Original Deed” shall mean each grant deed from Declarant first recorded after the date hereof conveying a Unit or an interest therein, excluding, however, any deed which conveys all or substantially all of the interest in the Project then owned by Declarant and which expressly recites that it is not an Original Deed within the meaning of this Declaration. Each Original Deed shall contain the interior square footage of the Unit as expressed on the Official Survey.

Owner. “Owner” shall mean one or more persons or entities who alone or collectively own a Unit, including Declarant, excluding those having any such interest merely as security for the performance of an obligation. The Declarant is the Owner of any Unit created by this Declaration until the Unit is sold or conveyed.

Permitted User. “Permitted User” shall mean, with respect to each Cottage Unit, a Cottage Unit Owner’s immediate family or user with permission of the Owner who occupies a Cottage Unit during the Owner’s Use period but while not being used by the Owner of the applicable Cottage Unit. A Cottage Unit Owner’s “immediate family” shall mean such Owner’s spouse, domestic partner and children only. Anyone permitted to use the Cottage Unit Owner’s Unit while the Owner is not in residence must be registered with the Association. With respect to the Hotel Unit Owner, a Permitted User shall mean any person who comes upon the Covered Property with the permission of the Hotel Unit Owner, including, without limitation, such Owner’s lessees, licensees or invitees.

Personal Assessment. “Personal Assessment” shall mean a charge against a particular Owner and the Owner’s Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner of this Declaration or any amendment hereto, the Governing Instruments or for purposes set forth in the Declaration, together with late charges and interest as provided for herein. Personal Assessment shall include without limitation any Common Expense caused by the misconduct of an Owner or of such Owner’s Permitted User, and any Common Expense arising from loss or damage to Common Furnishings caused by an Owner or such Owner’s guests.

Project. “Project” shall have the meaning ascribed thereto in Article I.

Proportionate Share. “Proportionate Share”, listed in **Exhibit D**, shall mean the undivided interest of the building area of each Owner’s Unit in the Common Elements, Common Expenses, and voting share, based on the following formula:

<u>Interior area of the Unit owned</u>
Interior area of all Units

For purposes of the above formula, “Interior area of the Unit owned” shall mean the area of the Unit set forth in **Exhibit D** of the Declaration, which is based on the Unit Type and all available information available to the Declarant at the time of this Declaration; even if an actual measurement as built shall differ. For purposes of the above formula, the term “Interior area of all Units” shall mean the total square footage of all Units which are a part of the Project, as set forth in **Exhibit D**.

Public Agency. “Public Agency” shall mean individually and/or collectively the Village, the County, the State of Wisconsin, and the United States of America, or any agency of any of the foregoing that has authority over all or any portion of the Covered Property or which regulates or has the authority to regulate any of the uses thereon.

Regular Assessment. “Regular Assessment” shall mean a charge against each Owner and the Owner’s Unit for purposes of covering the annual costs of the Common Expenses. Regular Assessments are calculated for each Owner in accordance with each Owner’s Proportionate Share, based on a Budget adopted by the Board in accordance with this Declaration.

Reservation Policies and Procedures. “Reservation Policies and Procedures” shall mean such policies and procedures promulgated for the use and occupancy of the Cottage Units, as may be adopted from time to time by the Board.

Reserve Account. “Reserve Account” shall mean: (a) one or more interest bearing accounts with one or more banks and/or savings and loan associations selected by the Association, or (b) one or more treasury bills and/or certificates of deposit, which account(s), treasury bills and/or certificates of deposit shall contain funds collected as and for Reserve Expenses.

Reserve Expenses. “Reserve Expenses” shall mean the specific capital expenditures required to be made at any time and from time to time, allocated to each Owner based on each Owner’s Proportionate Share, to provide for the repair, replacement or restoration of the Common Elements, Common Furnishings and for such other purposes as prudent business practice requires.

Rules and Regulations. “Rules and Regulations” shall mean the provisions and limitations promulgated from time to time by the Board governing the general use of the Common Elements and Limited Common Elements, Units by any Owner, permitted occupant, with respect to the Covered Property and the additional guidelines for use of the Covered

Property. The Board may also establish rules that affect one or more cluster of Cottage Units. However, the Consent of a Super-Majority of Members of any Cost Center Area may veto any proposed rule which would materially adversely affect the Owners of such Cost Center Area.

Special Assessment. “Special Assessment” shall mean a charge against each Owner and the Owner’s Unit, calculated in accordance with the Proportionate Share, for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Covered Property, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board from time to time as provided herein. Special Assessments shall be allocated to Owners based on whether the nature of the costs and expenses are attributable to General Common Expenses or cluster of Units (“**Cost Center Area Expenses**”), if any.

Starting Date. “Starting Date” shall mean the date on which the first Original Deed conveying a Cottage Unit is recorded in the Official Records.

Statement of Status. “Statement of Status” shall mean a written statement setting forth the amount of any Delinquent Assessments or any other amounts unpaid with respect to such Unit.

Subsidy Agreement. “Subsidy Agreement” shall mean an agreement between the Association and Declarant regarding Declarant’s subsidy of certain Assessments.

Supplementary Condominium Plat. The term “Supplementary Condominium Plat” means any Condominium Plat which supplements a previously recorded Condominium Plat and which is subsequently recorded to designate the boundaries of any Limited Common Elements. A Supplementary Condominium Plat shall also include a condominium plat or amendment to condominium plat which corrects technical errors in the originally recorded Condominium Plat.

Unit. “Unit” shall mean portions of the Covered Property identified and designated in the Condominium Plat attached under **Exhibit B-2** as a “Cottage Unit” or the “Hotel Unit”, for separate ownership, not owned in common with the Owners of other Units in the Covered Property, and shall consist of fee ownership in an Airspace. For the purposes of this Declaration, “Airspace” shall refer to that portion of a Unit identified in the Condominium Plat by a Unit number and shall consist of the interior of each Unit and the space encompassed thereby, including the outlets of all utility installations therein. The following are not part of a Unit: bearing walls, columns, beams, floors, roofs, slabs, gypcrete or concrete flooring, foundations, chimneys, balcony railings, exterior doors, landings, entry courts, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, common mailbox structures, irrigation equipment and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations (and/or the outlets thereof when located within the Units). Also excluded are pavement, sidewalks, driveways, fences, perimeter walls, retaining walls, poles, signs, monument signs and all landscaping located on the Common Elements. Each Unit is bounded by and contained within the interior unfinished surfaces of the perimeter wall, floors, ceilings, windows and doors of the said Unit, and the Airspace encompassed thereby, and is identified

herein by its respective Unit number. The lower boundary of each Airspace is a horizontal plane, the elevation of which as shown on the elevation sheet attached to the Condominium Plat, the maximum upper boundary is as shown on the elevation sheet. The lateral boundaries of each Airspace are vertical planes at the limits of the horizontal dimensions as shown in the Condominium Plat for each Airspace. Each Unit includes both the portion of the depiction described and the Airspace so encompassed and the interior surfaces of all windows and doors in said Unit, all built-in appliances and fixtures and the firebox portion of the fireplace. Unless otherwise indicated, all boundary lines, both horizontal and vertical, intersect at right angles.

Use Periods. “Use Periods” shall mean any number or combination of days or weeks used by an Owner of a Cottage Unit within the maximum amount ninety (90) days use each Use Year (with no more than twenty-eight (28) consecutive days in a row), all reserved in accordance with the Reservation Policies and Procedures.

Use Plan. “Use Plan” shall mean the ownership and use plan for the Cottage Units set forth in this Declaration and further set forth in the Reservation Policies and Procedures promulgated by the Association for the use and occupancy of such Cottage Units.

Use Year. “Use Year” shall mean the one (1) year period commencing on January 1 and ending on December 31 each calendar year. The initial Use Year for a Cottage Unit shall be the period between the initial Close of Escrow date for the Unit and the end of the calendar year in which the Close of Escrow occurred.

Williams Bay Offer Form. “Williams Bay Offer Form” shall mean a purchase and sale agreement by and among Declarant and the person or entity named therein as “Buyer” or “Purchaser” providing for the sale by Declarant and the purchase by Buyer or Purchaser of a Cottage Unit in the Covered Property.

Wisconsin Statutes. “Wisconsin Statutes” shall mean collectively the applicable law to the Condominium, including the Condominium Ownership Act, Wisconsin Statutes Sections 703.01 – 703.38, any regulations promulgated thereunder, insurance laws, and any other applicable law or Wisconsin law, existing as of the effective date of this Declaration which regulate the Covered Property.

EXHIBIT B-1

LEGAL DESCRIPTION FOR THE COVERED PROPERTY

The following Units: __ - __ within the following real property:

LOT 4 OF CSM NO. __, RECORDED AS DOCUMENT NO. ____, IN VOLUME ____, PAGE ____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

EXHIBIT B-2
CONDOMINIUM PLAT
[ATTACH]

EXHIBIT C

SCHEDULE OF MAINTENANCE

1. Paint and repair stucco every four (4) years, according to Declarant's specifications.
2. Paint/stain trim every two (2) years, according to Declarant's specifications.
3. Stain/oil teak every six (6) months, according to Declarant's specifications.
4. Paint wrought iron every two (2) years, according to Declarant's specifications.
5. Wash and clean patio and balconies, according to Declarant's specifications.
6. Clean/vacuum corridors, according to Declarant's specifications.
7. Steam/deep clean corridors, according to Declarant's specifications.
8. Wash/clean building exterior, according to Declarant's specifications.
9. Wash/clean windows, according to Declarant's specifications.
10. Wash/clean cushions, according to Declarant's specifications.

* Maintenance timing is according to Declarant's specifications.

EXHIBIT D

UNIT INFORMATION

Unit No.	Unit Type	Land Area	Proportionate Share
1	“Hotel Unit”	704,457 sqft (16.17 acres)	98.446%
2	Cottage ‘A’	1,161 sqft	0.162%
3	Cottage ‘C’	1,051 sqft	0.147%
4	Cottage ‘A’	1,161 sqft	0.162%
5	Cottage ‘B’	1,051 sqft	0.147%
6	Cottage ‘A’	1,161 sqft	0.162%
7	Cottage ‘B’ (ADA)	1,051 sqft	0.147%
8	Cottage ‘A’	1,161 sqft	0.162%
9	Cottage ‘A’	1,161 sqft	0.162%
10	Cottage ‘B’	1,051 sqft	0.147%
11	Cottage ‘A’	1,161 sqft	0.162%

Memo

Date: January 28, 2026

Re: Consistency of Condominium Cottage Units in FDP with Cottage Units in GDP

In the GDP, it provides for a number of cottage units which would be available for rent as vacation cottages. In the FDP, it provides for ten of the vacation cottages to be available for private ownership in the form of Cottage Units of a condominium. The question is whether that is consistent with the provisions of the GDP regarding the Cottage Units.

Pursuant to Wis. Stat. Sec. 703.27, a zoning ordinance or land division ordinance cannot discriminate against the condominium form of ownership. As a result, the fact that it is proposed in the FDP that ten of the cottages would be condominium units, as opposed to owned by the developer outside of a condominium, would not be a basis for finding of inconsistency between the GDP and FDP. The issue is whether providing for the 10 cottage units to be owned by third parties as opposed to the developer would be inconsistent with the GDP.

In my analysis it comes down to the extent to which the owners of the ten cottage units can operate outside the control of the developer. In the Condominium Declaration it provides that there are ten Cottage Units and one Hotel Unit which consists of the Lodge and all of the related structures as shown on the condominium plat, including all cottages other than the ten Cottage Units. Initially the developer, as Declarant, has complete control over the operation of the condominium. Not less than three years after the closing of the initial sale of a Cottage Unit, the Conversion Date occurs.

After the Conversion Date, pursuant to Section 7.1 (e) (iv) of the Condominium Declaration, in determining the membership of the Board of Directors of the condominium, the owner of the Hotel Unit appoints four members and the owners of the Cottage Units collectively elect one member. In effect, the Hotel Unit will always control membership of the Board of Directors of the condominium.

In reference to the Association, after the Conversion Date, pursuant to Section 7.1 (e) (i) 1) of the Condominium Declaration, each owner of a Cottage Unit and the owner of the Hotel Unit have their Proportionate Share of voting percentage per unit owner. Exhibit A of the Condominium Declaration defines the term "Proportionate Share", largely by noting that the voting share of each unit is listed in Exhibit D. In reviewing Exhibit D, the Proportionate Share of the Hotel Unit is 98.446%, and the ten Cottage Units have a total Proportionate Share of 1.554%. As a result, the owner of the Hotel Unit will always control the Association.

Based on the above, although the FDP provides for ten of the Cottage Units to be owned as condominium units, rather than directly owned by the developer, it will have no effect on the control of the operation of the development. Pursuant to the terms of the Condominium Declaration, the developer, as Declarant and owner of the Hotel Unit, will control the Board of Directors and the Association of the condominium, which will operate the development. This is consistent with the GDP.

PLAN COMMISSION RESOLUTION NO. R- _____ - 26
RESOLUTION RECOMMENDING APPROVAL OF FINAL DEVELOPMENT PLAN

WHEREAS, Topography Hospitality, LLC, a Limited Liability Company (Topography), filed an application to rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and to rezone Tax Key Parcels WWUP 00011, WGT 00010, WGT 00009, WA 499800002 and EW 200020, as more specifically described in the attached Exhibit A (Development Property), to add a PDO Planned Overlay District to the Development Property; and

WHEREAS, the Village Board of the Village of Williams Bay (Village Board) did, by ordinance adopted 3/17/2025, rezone Tax Key Parcel EW 200020 from AH Agricultural Holding District to P & I Public and Institutional District and subsequently zone the Development Property with a PDO Planned Development Overlay District on the P & I Public and Institutional District zoning, subject to the terms set forth in the GDP application dated 01/13/2025, revised 02/27/2025 for Topography The Preserve at Williams Bay, including Appendix I and the Preliminary Tree Inventory, Protection and Removal Analysis, prepared by Teska dated 02/10/2025, as updated on 02/26/2025, with revised corrected sheets and further conditioned upon approval of the Final Development Plan and compliance with the Engineer Review; and

WHEREAS, by Resolution adopted on March 17, 2025, the Village Board did approve the Development Agreement which governs the terms of the development of the Development Property; and

WHEREAS, by Resolution dated April 21, 2025, the Village Board did approve the Contract for Construction of Public Works Improvements for the Development Property, which contract governs the obligations of the Village and Developer in the development of the public infrastructure on the Development Property; and

WHEREAS, after Topography acquired ownership of the Development Property, as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works, Williams Bay Property Company, LLC, a Delaware limited liability company (developer), did acquire ownership of the Development Property as well as all rights and obligations under the GDP, Development Agreement and Contract for Construction of Public Works; and

WHEREAS, prior to proceeding with the development of the Development Property, the Final Development Plan (FDP) for the Development Property must be approved by the Village Plan Commission and the Village Board for the Village before development of the Development Property can proceed; and

WHEREAS, the Village Zoning Administrator and Village Staff, including the Village Engineer, have reviewed the proposed FDP, and the Village Zoning Administrator having made a report on same to the Village Plan Commission; and

WHEREAS, the Village Plan Commission having reviewed the proposed FDP and considered the report of the Village Zoning Administrator, and having found that the criteria of Section 390-0709 I. of the Code of Ordinances have been properly addressed and met, that the public benefits of the proposed development as addressed in the FDP outweigh any and all potential impacts of the proposed FDP.

NOW, THEREFORE, the Plan Commission of the Village of Williams Bay do resolve as follows:

That the Final Development Plan as presented by the Williams Bay Property Company, LLC, a Delaware Limited Liability Company, as developer and owner of the Development Property, as submitted on January 16, 2026, is recommended for approval by the Village Board of the Village of Williams Bay.

Approved by the Plan Commission of the Village of Williams Bay this _____ day of _____, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Plan Commission Chair

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

PLAN COMMISSION RESOLUTION NO. R- _____ - 26
RESOLUTION RECOMMENDING APPROVAL OF PRELIMINARY 1 LOT CERTIFIED SURVEY MAP

WHEREAS, Topography Property Holdings, LLC filed an application for a certified survey map to create one (1) lot within a development referred to as The Preserve, located in the Village of Williams Bay (Village), which property is specifically described in the preliminary certified survey map, attached as Exhibit A (1 lot CSM); and

WHEREAS, after the filing of said application, Williams Bay Property Company, LLC, a Delaware limited liability company (Developer), did acquire ownership of the 1 lot CSM property; and

WHEREAS, the preliminary 1 lot CSM having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed preliminary 1 lot CSM, and having considered the comments of the Village Engineer and Village Zoning Administrator, and based upon said review and consideration of those comments.

NOW, THEREFORE, the Plan Commission of the Village of Williams Bay hereby resolves as follows:

That it recommends to the Village Board of the Village of Williams Bay approval of the preliminary 1 lot CSM as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board.

Approved by the Plan Commission of the Village of Williams Bay this _____ day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Chairperson

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

CERTIFIED SURVEY MAP NO. _____

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/SUBDIVIDER:
TOPOGRAPHY PROPERTY
HOLDINGS, LLC
444 West Lake St. - Ste. 3450
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5482 S. WESTRIDGE DR.
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - CSM A

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING.
THENCE SOUTH 88°40'29" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1336.03 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SOUTHEAST 1/4; THENCE NORTH 00°29'09" WEST, ALONG SAID WEST LINE, 1325.14 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4; THENCE NORTH 88°38'46" EAST, ALONG SAID NORTH LINE, 1334.54 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00°33'02" EAST, ALONG SAID EAST LINE, 1325.79 FEET TO THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 AND THE POINT OF BEGINNING.

THE GROSS AREA OF SAID PARCEL CONTAINS 1,769,688 SQUARE FEET OR 40.63 ACRES OF LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF **REPRESENTATIVE:** REPRESENTATIVE OF TOPOGRAPHY PROPERTY HOLDINGS, LLC, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN STATUTES AND THE PLATTING ORDINANCE OF WALWORTH COUNTY AND THE VILLAGE OF WILLIAMS BAY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

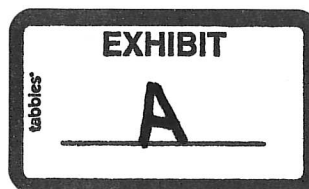
DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027

PRELIMINARY
STAMP
SIGNATURE
DATE



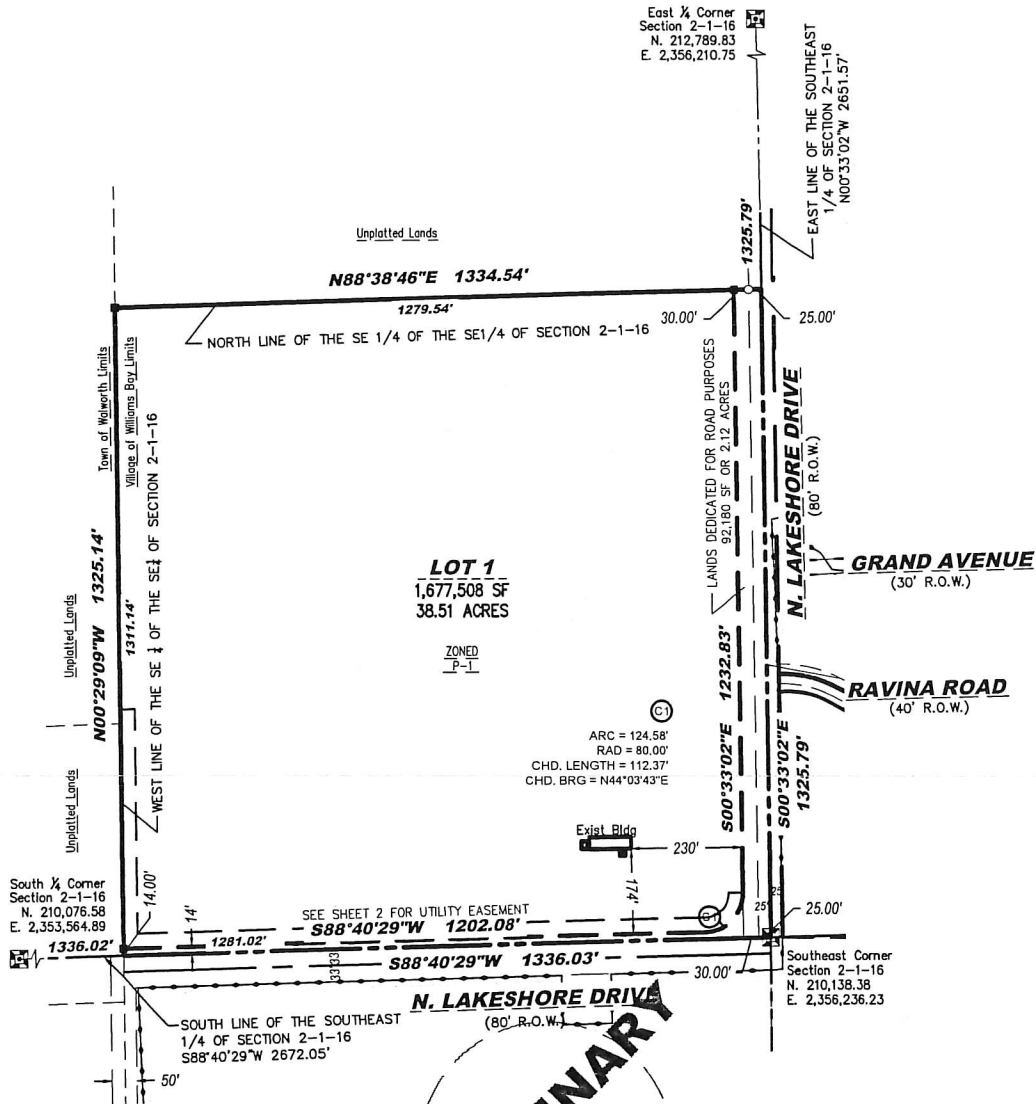
LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 03//2025
SHEET 1 OF 5

CERTIFIED SURVEY MAP NO. _____

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



NOTES:
A STORMWATER MANAGEMENT PLAN WILL BE
REQUIRED FOR ANY DEVELOPMENT OR
CONSTRUCTION THAT EXCEEDS 20,000 SQUARE FEET
IN IMPERVIOUS SURFACE SEPARATELY OR IN
AGGREGATE WITHIN 5 YEARS OF THE DATE OF THIS
MAP. ALL STATE, COUNTY, AND MUNICIPAL
STORMWATER REQUIREMENTS SHALL BE FOLLOWED.

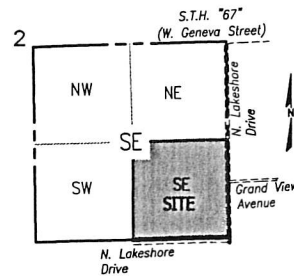
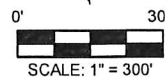


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(262) 402-5040

Legend:

- Found Concrete Monument w/
Brass Cap
- Found 3/4" Iron Rod
- Found 1" Iron Pipe
- Set 3/4"x18" Iron Rod
Weighing 1.18 lbs/Ft

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83), Vertical Datum NAVD
1988, with the East line of the Southeast 1/4 of Section of 2-1-16, having an assumed bearing of South 0°33'02" East.

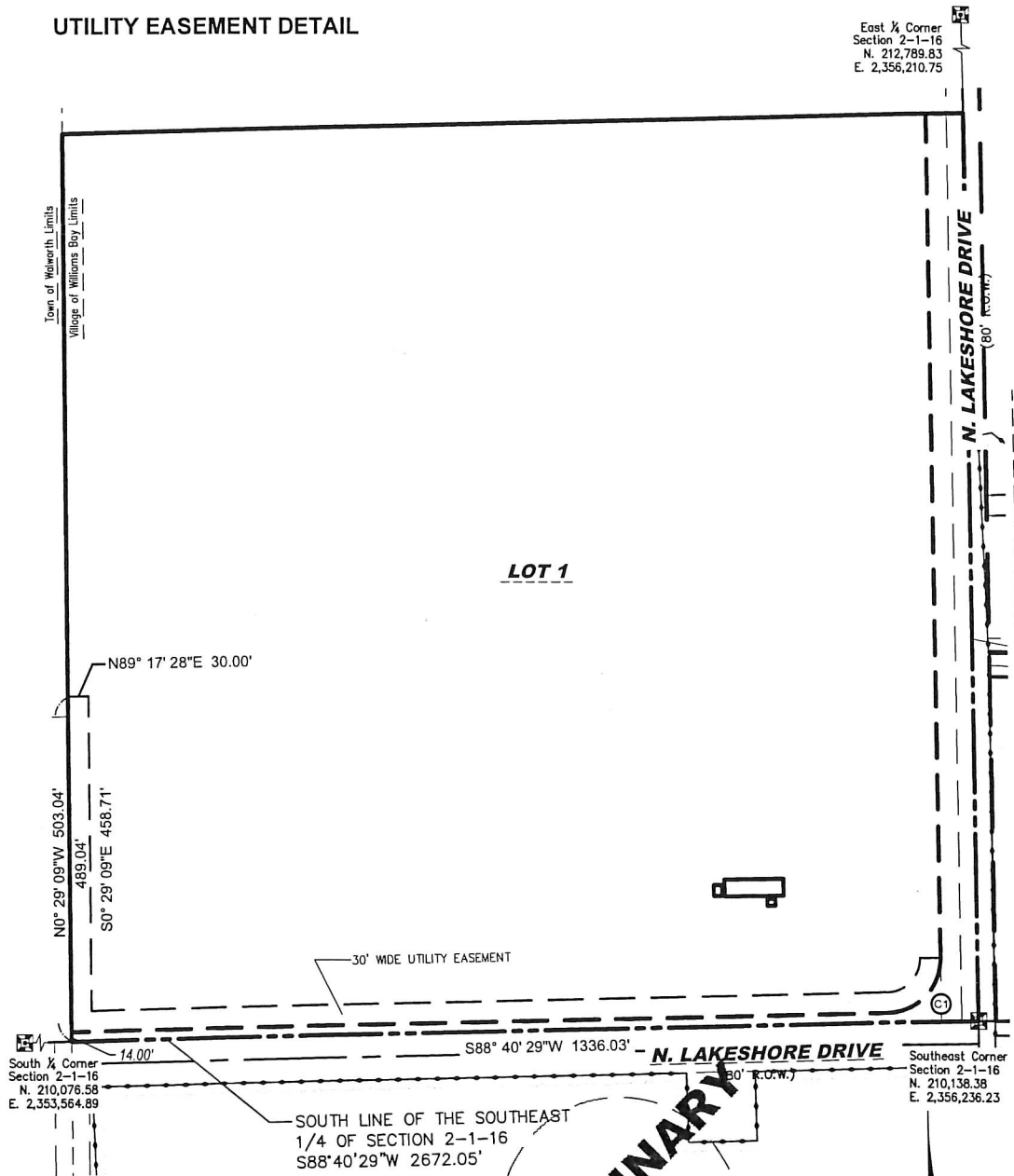


VICINITY MAP
SE 1/4 Section 2-1-16
NOT TO SCALE

Date: 03//2025
SHEET 2 OF 5

CERTIFIED SURVEY MAP NO. _____
 THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
 MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

UTILITY EASEMENT DETAIL



LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 5000 S. TOWNE DRIVE, SUITE 160
 NEW BERLIN, WI 53151
 440 MILWAUKEE AVENUE
 BURLINGTON, WI 53105
 (262) 402-5040

Map bearings refer to Grid North of the Wisconsin State Plane Coordinate System, South Zone, (NAD-83). Vertical Datum NAVD 1988, with the East line of the Southeast 1/4 of Section of 2-1-16, having an assumed bearing of South 0°33'02" East.

PRELIMINARY
 STAMP
 SIGNATURE
 DATE

0' 200'
 SCALE: 1" = 200'

Date: 03//2025
 SHEET 3 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner(s), I/we hereby certify that I/we have caused the lands described on this map to be surveyed, divided, dedicated and mapped and dedicated as represented on this map. I/we also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object:

Village of Williams Bay

This _____ day of _____, 20____.

REPRESENTATIVE, Topography Property Holding, LLC

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20____, the above named REPRESENTATIVE of Topography Property Holding, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the herein described lands, does hereby consent to the surveying, dividing, mapping, and dedication as described and represented on this map, and does consent to the certificate of _____, _____ of Topography Property Holding, LLC, owner of said lands.

IN WITNESS WHEREOF, the said Old Second National Bank has caused these presents to be signed by _____, its officer(s), at _____, _____ and its corporate seal to be affixed hereon this _____ day of _____, 20____.

Signature of Officer(s) Authorized to act as Agent of Bank

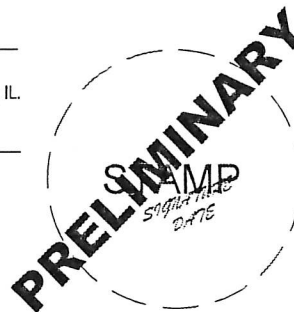
STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20____, the above named Officer(s) of Old Second National Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as such officers as the deed of said corporation by its authority.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 03//2025
SHEET 4 OF 5

CERTIFIED SURVEY MAP NO. _____
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 2
IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____, Village Clerk Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____, Village Clerk Date: _____
Tina Kolls, Village Clerk


LYNCH & ASSOCIATES
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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 03//2025
SHEET 5 OF 5

PLAN COMMISSION RESOLUTION NO. R- _____ - 26
RESOLUTION RECOMMENDING APPROVAL OF PRELIMINARY 4 LOT CERTIFIED SURVEY MAP

WHEREAS, Topography Property Holdings, LLC filed an application for a certified survey map to create four (4) lots within a development referred to as The Preserve, located in the Village of Williams Bay (Village), which property is specifically described in the preliminary certified survey map, attached as Exhibit A (4 lot CSM); and

WHEREAS, after the filing of said application, Williams Bay Property Company, LLC, a Delaware limited liability company (Developer), did acquire ownership of the 4 lot CSM property; and

WHEREAS, the preliminary 4 lot CSM having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed preliminary 4 lot CSM, and having considered the comments of the Village Engineer and Village Zoning Administrator, and based upon said review and consideration of those comments, including that the approval of the final 4 lot CSM be conditioned upon the vacation of several village street right-of-ways.

NOW, THEREFORE, the Plan Commission of the Village of Williams Bay hereby resolves as follows:

That it recommends to the Village Board of the Village of Williams Bay approval of the preliminary 4 lot CSM as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board, and further conditioned upon the required vacation of several village street right-of-ways.

Approved by the Plan Commission of the Village of Williams Bay this _____ day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Chairperson

Attest:

By: _____
Tina Kolls, Clerk

Date Passed: _____

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF
THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP
1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE
OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER/SUBDIVIDER:
TOPOGRAPHY PROPERTY
HOLDINGS, LLC
444 West Lake St. - Ste. 3450
Chicago, IL 60606

SURVEYOR:
RITCHIE P. WENZEL
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
Phone: (262) 402-5040
Email: rwenzel@lynch-engineering.com
Job #24.0005 - 4 LOT CSM

SURVEYOR'S CERTIFICATE:

I RITCHIE P. WENZEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY:

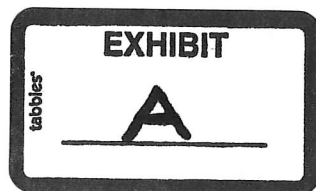
THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PARCEL OF LAND BEING A LOCATED IN PART
OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF
SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL
MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN., NOW BEING BOUND
AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE () CORNER OF SAID SECTION,
TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED;

THENCE,



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 1 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE CONTINUED:

THENCE,
TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THE GROSS AREA OF SAID PARCEL CONTAINS {AREA} SQUARE FEET OR {AREA} ACRES OF
LAND, MORE OR LESS.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF {LAND
OWNER}, OWNER OF SAID LAND. THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL
EXTERIOR BOUNDARIES OF LAND SURVEYED AND LAND DIVISION MADE THEREOF. THAT I
HAVE FULLY COMPLIED WITH THE PROVISION OF SECTION 236.34 OF THE WISCONSIN
STATUTES AND THE PLATTING ORDINANCE OF THE VILLAGE OF WILLIAMS BAY IN SURVEYING,
DIVIDING AND MAPPING SAME.

DATED THIS _____ DAY OF _____, 20_____.

RITCHIE P. WENZEL, PLS
PROFESSIONAL LAND SURVEYOR S-4027



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 2 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

West 1/4 Corner
Section 1-1-16
N. 212,789.83
E. 2,356,210.75
Found Limestone
Monument w/ cap

INITIAL Tax Key Nos. WWUP 00011, WGT
00009, WA499800002

W GENEVA STREET

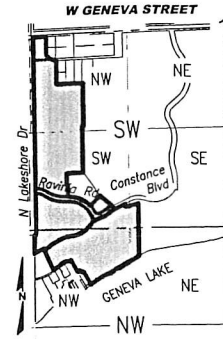
THIS CERTIFIED SURVEY MAP IS TO
REMAIN PRELIMINARY AND IS
DEPENDANT ON SEVERAL PENDING
RIGHT OF WAY VACATIONS.

WEST LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12
N 0°33'02"W 2651.60'

N. LAKE SHORE DRIVE

LOT 1
1,104,626 SqFt
25.36 ACRES

Table of Details:
SHEET 4 - LOT 1
SHEET 5 - LOT 2
SHEET 6 - LOT 3
SHEET 7 - LOT 4
SHEET 8 - RAVINIA ROAD
SHEET 9 - ACCESS EASEMENT
ALONG VACATED CONSTANCE
SHEET 10 - UTILITY & ACCESS
EASEMENTS
SHEET 11 - SURVEYOR'S NOTES
LINE & CURVE TABLES
SHEET 12 - OWNER'S CERTIFICATE
SHEET 13 - APPROVALS SHEET



VICINITY MAP
SW 1/4 Section 1-1-16
N 1/2 NW 1/4 Section 12-1-16
SCALE: 1" = 2000'

Lot 1
CSM #5185

LOT 3
38,686 SqFt
0.89 ACRES

Lot 1
CSM #4938

LOT 2
405,929 SqFt
9.32 ACRES

N 88°39'52"E 2640.83'

SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 1-1-12
NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 12-1-12

Southwest Corner
Section 1-1-16
N. 210,138.38
E. 2,356,236.23

LOT 4
790,946 SqFt
18.16 ACRES

Lot 1
CSM #4226

PRELIMINARY
SIGNED
DATE

0' 400'
SCALE: 1" = 400'

South 1/4 Corner
Section 1-1-16
N. 210,199.94
E. 2,358,876.35



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

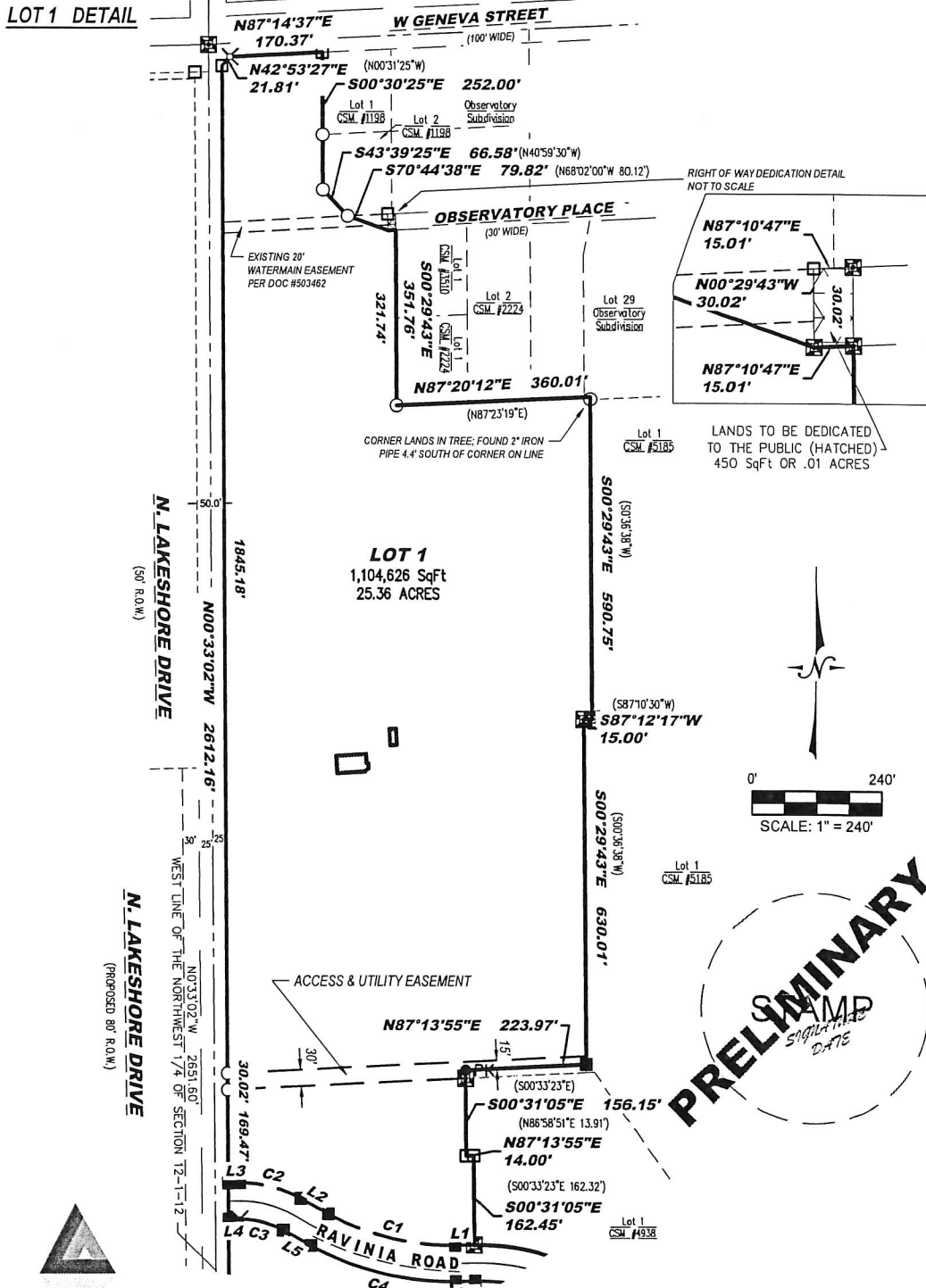
Notes:
Per the National Flood Insurance Program, Flood Insurance Rate Map No. 55127C0308D, Effective Date October 2nd 2009 reports the Flood Zone as AE with Flood Elevation to be 865.
APPROXIMATE ORDINARY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 236.025

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.

Date: 1/5/2026
SHEET 3 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



LYNCH & ASSOCIATES
ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 4 OF 13

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



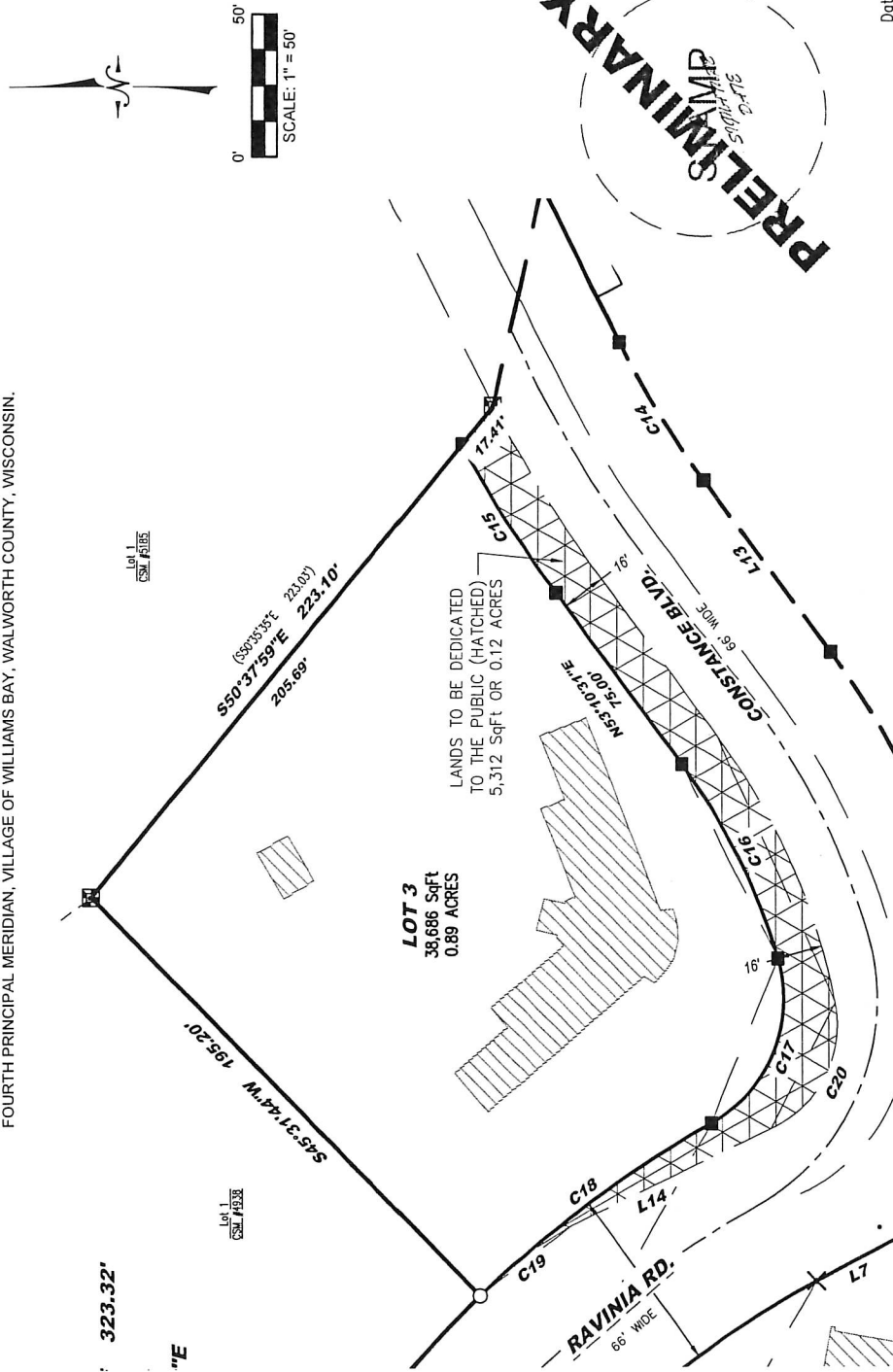
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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Page 527 of 614

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 3 DETAIL



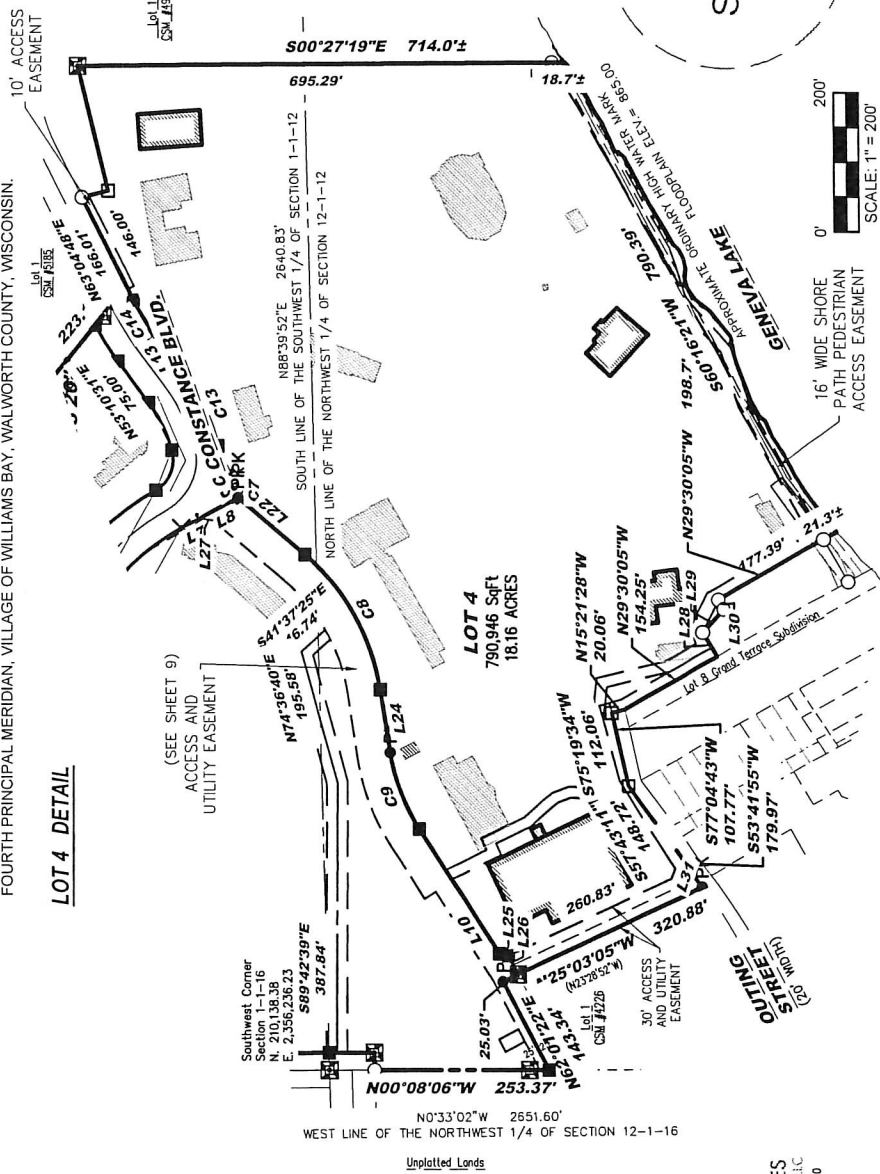
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NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

Date: 1/5/2026
SHEET 6 OF 13

CERTIFIED SURVEY MAP NO.

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4988, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LOT 4 DETAIL



Date: 1/5/2026
SHEET 7 OF 13

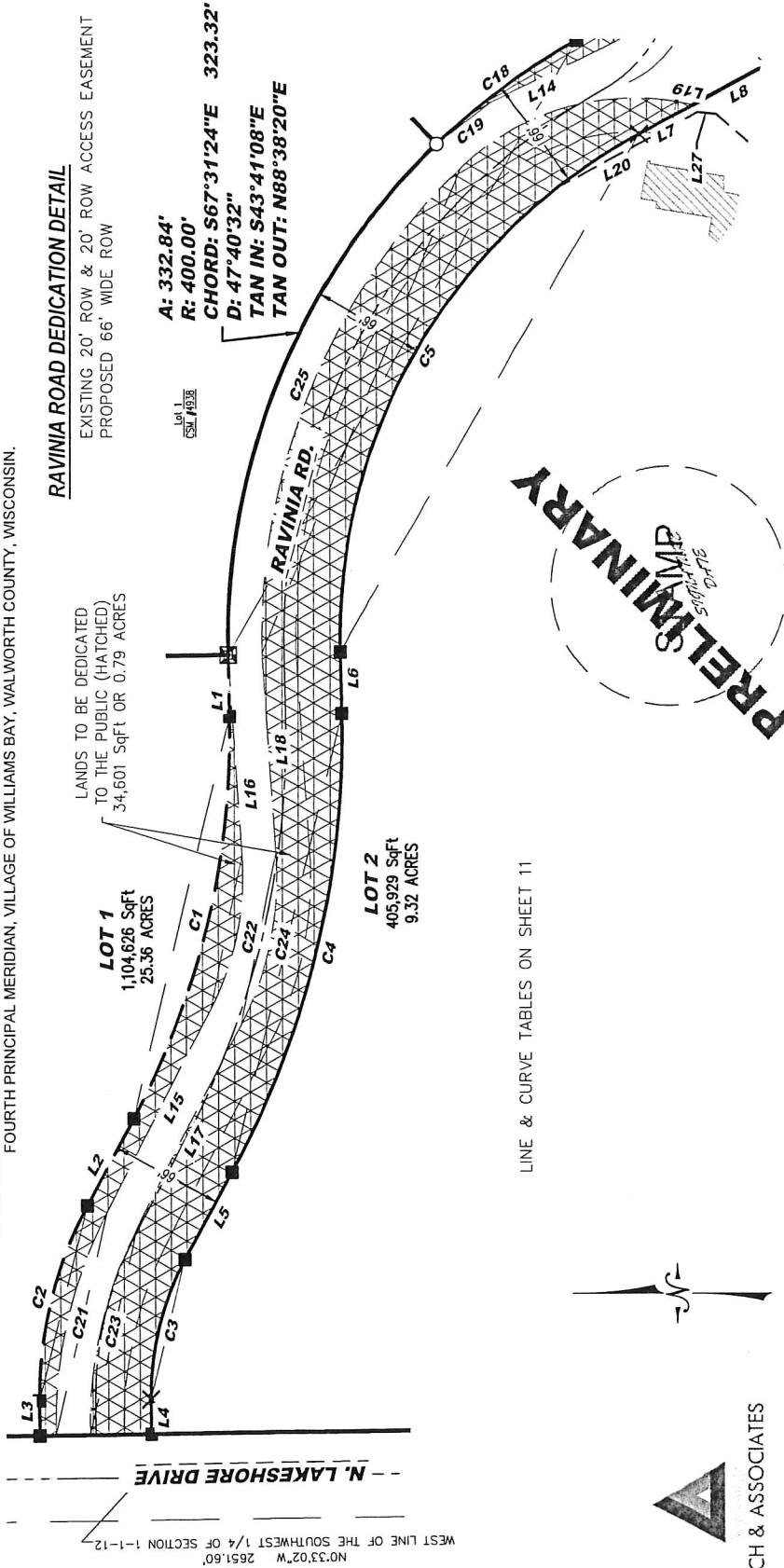
STAMP



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ENGINEERING CONSULTANTS, LLC
5000 S. TOWNE DRIVE, SUITE 160
NEW BERLIN, WI 53151
440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



LYNCH & ASSOCIATES

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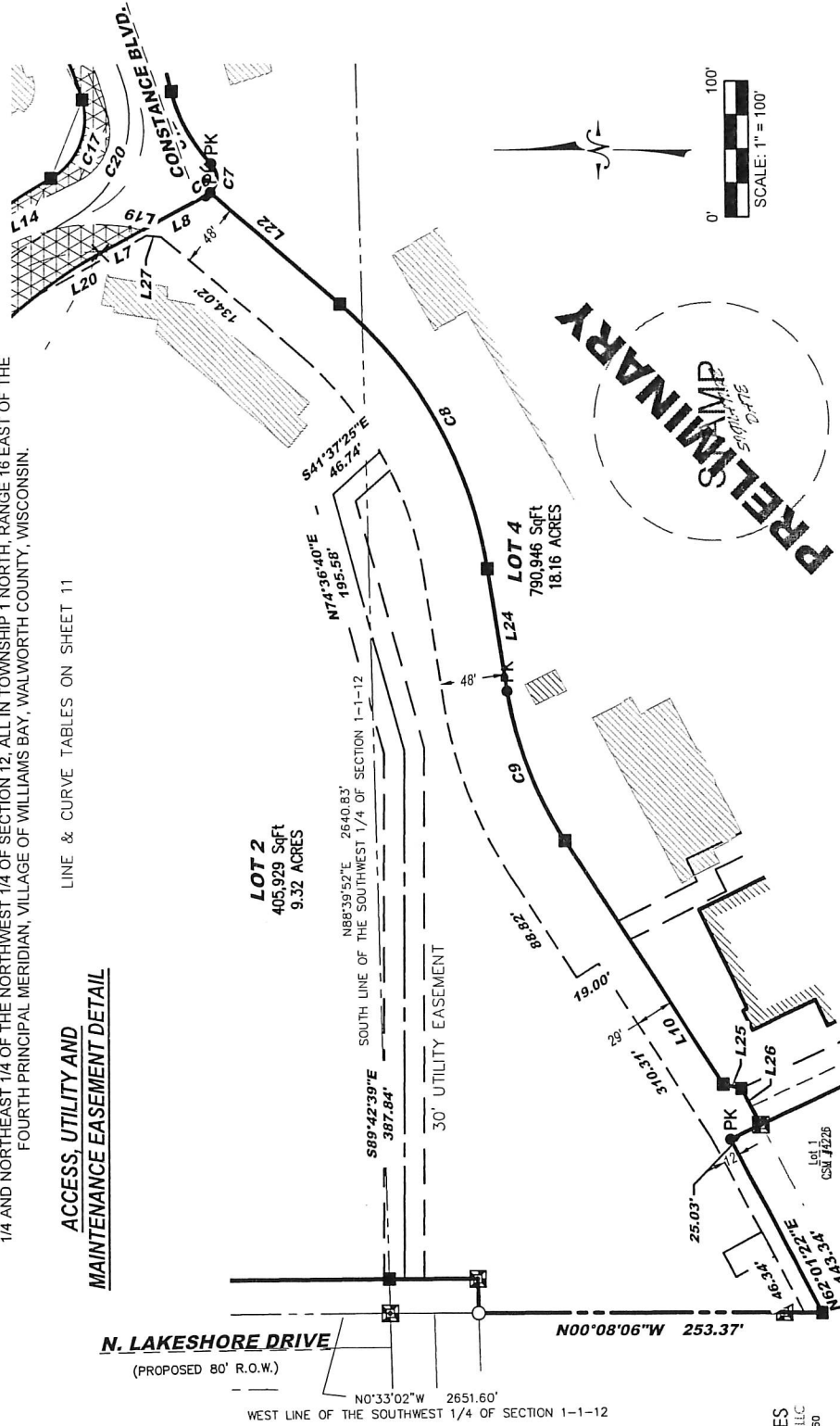
Date: 1/5/2026
SHEET 8 OF 13

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LINE & CURVE TABLES ON SHEET 11

ACCESS, UTILITY AND MAINTENANCE EASEMENT DETAIL



Date: 1/5/2026
SHEET 9 OF 13

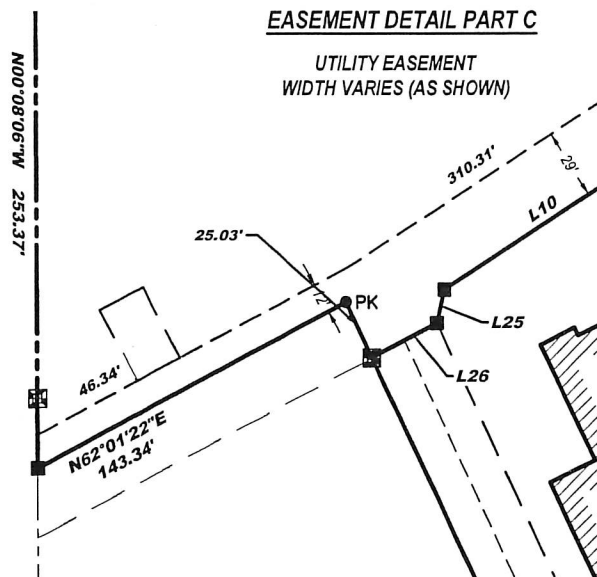
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BEING A DIVISION OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4998, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121 ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

**UTILITY EASEMENT
WIDTH VARIES (AS SHOWN)**



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Date: 1/5/2026
SHEET 10 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

CURVE TABLE

C1	118.11'	233.00'	N75° 53' 24"W	116.85'	029° 02' 38"	N61° 22' 05"W	S89° 35' 17"W
C2	244.37'	467.00'	S76° 21' 32"E	241.59'	029° 58' 53"	S61° 22' 05"E	N88° 39' 02"E
C4	332.82'	400.00'	N67° 30' 16"W	323.30'	047° 40' 22"	N43° 40' 05"W	S88° 39' 33"W
C5	40.86'	100.00'	N37° 19' 37"W	40.57'	023° 24' 32"	N25° 37' 21"W	N49° 01' 53"W
C6	53.69'	40.00'	S62° 47' 58"E	49.75'	076° 54' 09"	S24° 20' 53"E	N78° 44' 58"E
C7	102.66'	230.00'	N65° 57' 44"E	101.81'	025° 34' 27"	N78° 44' 58"E	N53° 10' 31"E
C8	84.65'	167.00'	N75° 53' 24"W	83.75'	029° 02' 38"	N61° 22' 05"W	S89° 35' 17"W
C9	278.91'	533.00'	S76° 21' 32"E	275.73'	029° 58' 53"	S61° 22' 05"E	N88° 39' 02"E
C10	369.12'	334.00'	N59° 41' 23"W	350.62'	063° 19' 11"	N28° 01' 47"W	S88° 39' 02"W
C11	3.93'	15.00'	S35° 32' 24"E	3.92'	015° 01' 13"	S28° 01' 47"E	S43° 03' 00"E
C12	228.23'	317.00'	N60° 33' 50"E	223.33'	041° 15' 02"	N81° 11' 21"E	N39° 56' 19"E
C13	118.59'	283.00'	S69° 11' 04"W	117.72'	024° 00' 33"	S81° 11' 21"W	S57° 10' 48"W
C14	14.35'	10.00'	S16° 03' 51"W	13.15'	062° 13' 53"	S57° 10' 48"W	S25° 03' 05"E
C15	124.79'	247.17'	N76° 51' 54"W	123.47'	028° 55' 36"	N62° 24' 06"W	S88° 40' 18"W
C16	104.30'	186.40'	S78° 24' 06"E	102.94'	032° 03' 34"	S62° 22' 19"E	N85° 34' 07"E
C17	315.97'	380.00'	N67° 27' 30"W	306.94'	047° 38' 28"	N43° 38' 15"W	S88° 43' 16"W
C18	138.27'	148.11'	N16° 53' 32"W	133.31'	053° 29' 27"	N09° 51' 11"E	N43° 38' 15"W
C19	134.89'	267.17'	N76° 51' 54"W	133.46'	028° 55' 36"	N62° 24' 06"W	S88° 40' 18"W
C20	92.93'	166.40'	S78° 25' 56"E	91.73'	031° 59' 54"	S62° 25' 59"E	N85° 34' 07"E
C21	11.86'	10.00'	N05° 57' 16"E	11.18'	067° 58' 09"	N39° 56' 21"E	N28° 01' 48"W
C22	193.67'	269.00'	N60° 33' 50"E	189.51'	041° 15' 02"	N81° 11' 21"E	N39° 56' 19"E
C23	138.70'	331.00'	S69° 11' 04"W	137.69'	024° 00' 33"	S81° 11' 21"W	S57° 10' 48"W

PRELIMINARY
 STAMP
 SIGNATURE
 DATE



LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 5000 S. TOWNE DRIVE, SUITE 160
 NEW BERLIN, WI 53151
 440 MILWAUKEE AVENUE
 BURLINGTON, WI 53105
 (262) 402-5040

Line Table

L1	S89° 35' 17"W	20.35'
L2	N61° 22' 05"W	57.62'
L3	S88° 47' 27"W	36.02'
L4	S89° 35' 17"W	20.19'
L5	N61° 22' 05"W	57.62'
L6	N88° 39' 02"E	36.02'
L7	N28° 01' 47"W	35.98'
L8	N28° 01' 47"W	52.87'
L9	N39° 56' 19"E	127.28'
L10	N81° 11' 21"E	91.06'
L11	N57° 10' 48"E	212.96'
L12	S27° 58' 38"E	1.06'

Line Table

L13	S62° 01' 22"W	30.09'
L14	N62° 24' 06"W	132.98'
L15	S86° 03' 37"W	117.02'
L16	N62° 24' 06"W	133.17'
L17	N86° 09' 32"E	117.63'
L18	N28° 01' 47"W	94.02'
L19	N39° 56' 19"E	134.02'
L20	N81° 11' 21"E	91.06'
L21	N57° 10' 48"E	88.82'
L22	N32° 49' 12"W	19.00'
L23	N57° 10' 48"E	159.19'

Date: 8/15/2025
 SHEET 11 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

As owner(s), I/we hereby certify that I/we have caused the lands described on this map to be surveyed, divided, dedicated and mapped and dedicated as represented on this map. I/we also certify that this map is required by section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or object:

Village of Williams Bay

This _____ day of _____, 20_____.

REPRESENTATIVE, Topography Property Holding, LLC

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named REPRESENTATIVE of Topography Property Holding, LLC to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE:

Old Second National Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Illinois, mortgagee of the herein described lands, does hereby consent to the surveying, dividing, mapping, and dedication as described and represented on this map, and does consent to the certificate of _____, _____ of Topography Property Holding, LLC, owner of said lands.

IN WITNESS WHEREOF, the said Old Second National Bank has caused these presents to be signed by _____, it's officer(s), at _____, _____ and it's corporate seal to be affixed hereon this _____ day of _____, 20____.

Signature of Officer(s) Authorized to act as Agent of Bank

STATE OF ILLINOIS)
) SS
County of _____)

Personally came before me this _____ day of _____, 20_____, the above named Officer(s) of Old Second National Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same as such officers as the deed of said corporation by its authority.

Print Name _____

Notary Public, _____ County, IL.

My Commission Expires: _____



LYNCH & ASSOCIATES
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5000 S. TOWNE DRIVE, SUITE 160
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440 MILWAUKEE AVENUE
BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 12 OF 13

CERTIFIED SURVEY MAP NO. _____

PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND
THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH,
RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20_____.

_____, Chairman Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

_____, Date: _____
Tina Kolls, Village Clerk


LYNCH & ASSOCIATES
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5000 S. TOWNE DRIVE, SUITE 160
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BURLINGTON, WI 53105
(262) 402-5040



Date: 8/15/2025
SHEET 13 OF 13

PLAN COMMISSION RESOLUTION NO. R- _____ - 26
RESOLUTION RECOMMENDING APPROVAL OF PRELIMINARY CONDOMINIUM PLAT

WHEREAS, Williams Bay Property Company, LLC, a Delaware Limited Liability Company (Developer), filed an application for approval of a preliminary condominium plat for The Preserve, A Condominium At Williams Bay (Preliminary Condominium Plat), along with the associated Declaration of Covenants, Conditions and Restrictions for The Preserve, A Condominium At Williams Bay (Declaration), which Preliminary Condominium Plat is attached as Exhibit A and which Declaration is attached as Exhibit B; and

WHEREAS, the Preliminary Condominium Plat having been reviewed by the Village Engineer and Village Zoning Administrator who have supplied their comments relative thereto to the Plan Commission of the Village, including their comments concerning the related Final Development Plan for the subject property; and

WHEREAS, the Village Plan Commission having reviewed the proposed Preliminary Condominium Plat and having considered the comments of the Village Engineer and Village Zoning Administrator.

NOW, THEREFORE, the Plan Commission of the Village of Williams Bay hereby resolves as follows:

That it recommends to the Village Board of the Village of Williams Bay approval of the Preliminary Condominium Plat as submitted by applicant Williams Bay Property Company, LLC, conditioned upon addressing any comments of the Village Engineer and/or Village Zoning Administrator to the satisfaction of the Village Board.

Approved by the Plan Commission of the Village of Williams Bay this _____ day of February, 2026.

VILLAGE OF WILLIAMS BAY

By: _____
Adam Jaramillo, Chairperson

Attest:

By: _____
Tina Kolls, Clerk

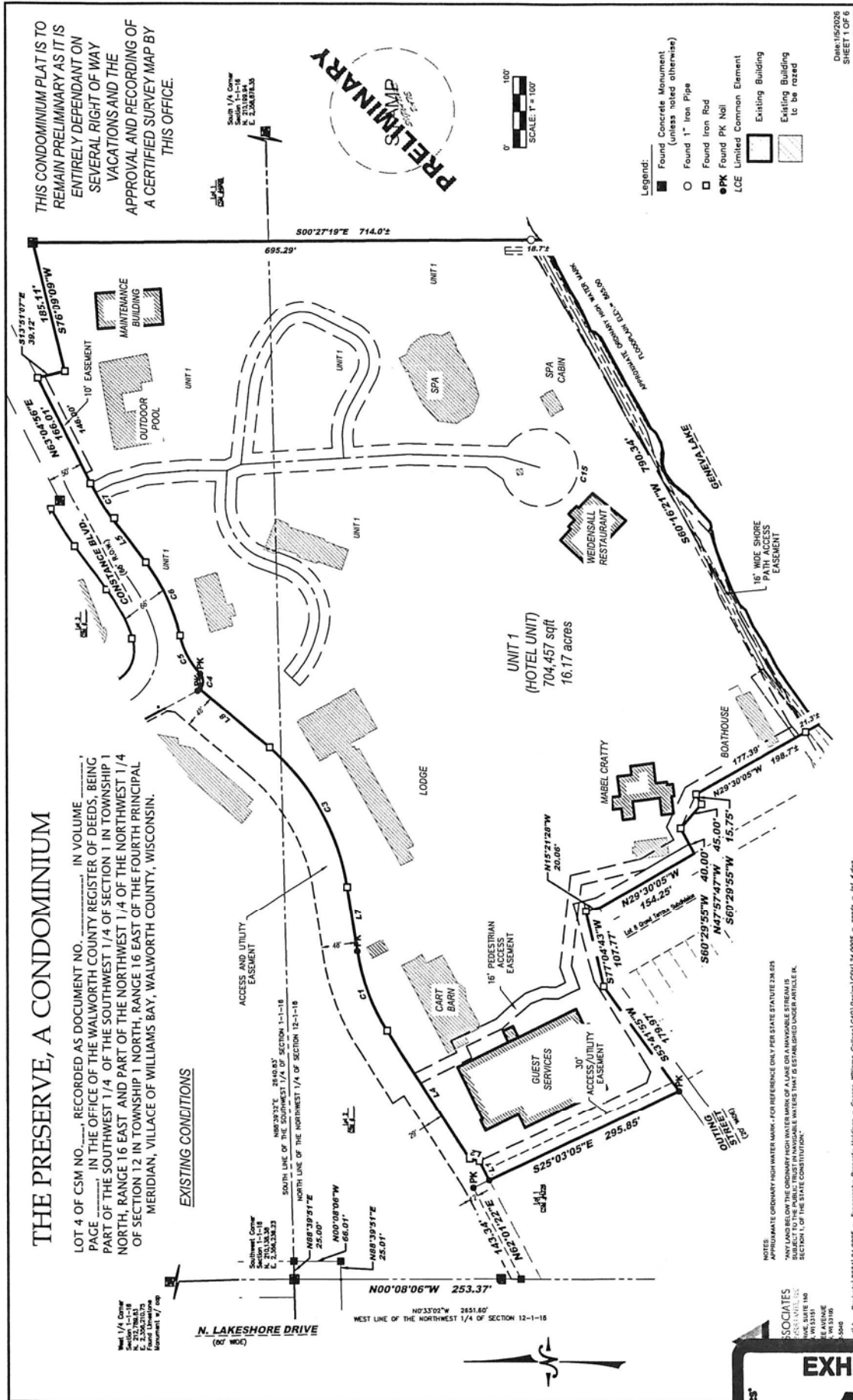
Date Passed: _____

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____ IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

EXISTING CONDITIONS

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.



NOTES:
1. UNITS ARE QUANTIFIED BY HIGH WATER MARK - FOR REFERENCE ONLY PER STATE STATUTE 26.02
2. "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."

ASSOCIATES
2024 STATE 180
2024 STATE 180
2024 STATE 180
2024 STATE 180
2024 STATE 180

Project 11 - Properties 2024 124 0005 - Topography Property Holdings - George Williams College (CAD) Design 124 0005 - units - set 4.dwg

tabbles

EXHIBIT

A

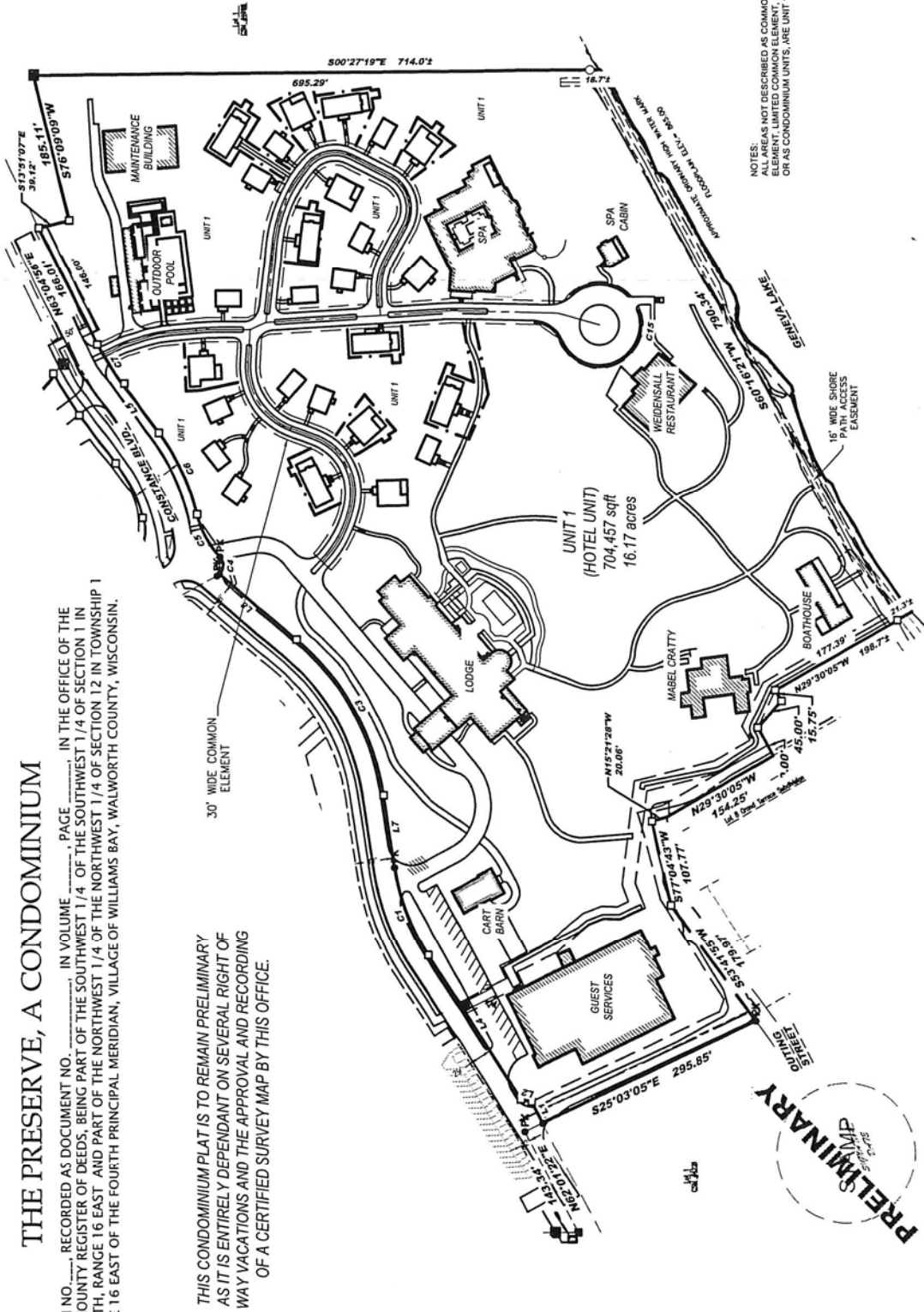
THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

THIS CONDOMINIUM PLAT IS TO REMAIN PRELIMINARY AS IT IS ENTIRELY DEPENDANT ON SEVERAL RIGHT OF WAY VACATIONS AND THE APPROVAL AND RECORDING OF A CERTIFIED SURVEY MAP BY THIS OFFICE.



0' 100' SCALE: 1" = 100'



NOTES:
ALL AREAS NOT DESCRIBED AS COMMON ELEMENT, LIMITED COMMON ELEMENT, OR AS CONDOMINIUM UNITS, ARE UNIT 1.

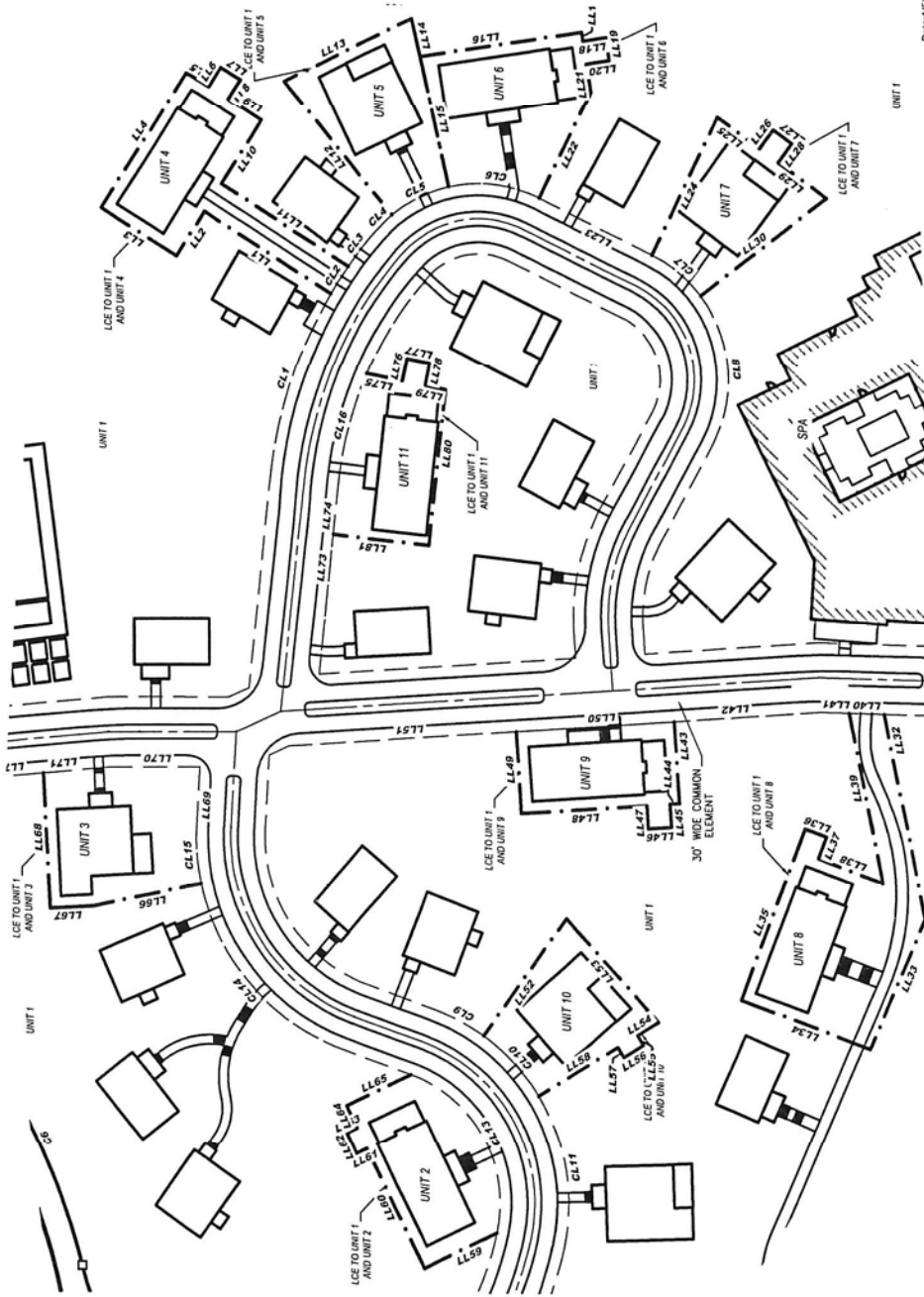
LYNCH & ASSOCIATES
ENGINEERING & SURVEYING, LLC
5000 S. TOWNSHIP ROAD, SUITE 100
WILSON, WISCONSIN 53190
414.243.2400
WWW.LYNCH-ASSOCIATES.COM

PROJECT: 2024-12-0005 - Property Property Holdings - George William College (COW) 12-0005 - units - lot 4 map
DATE: 12-00-2024

Date: 12/02/2024
SHEET 2 OF 6

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.



Detail of Units

PRELIMINARY

0' 40'
SCALE: 1" = 40'

LYNCH & ASSOCIATES
1000 S. TOWNE DRIVE, SUITE 100
NEW BERLIN, WI 53151
(920) 452-2446
FAX: (920) 452-2446

FILENAME: P:\Shoreline\1 - Projects\1204\124.0005 - Topography Property Holdings - George Williams College CAD\Drawings\CSM 124.0005 - condo - 614.dwg

SHEET 13 OF 6

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

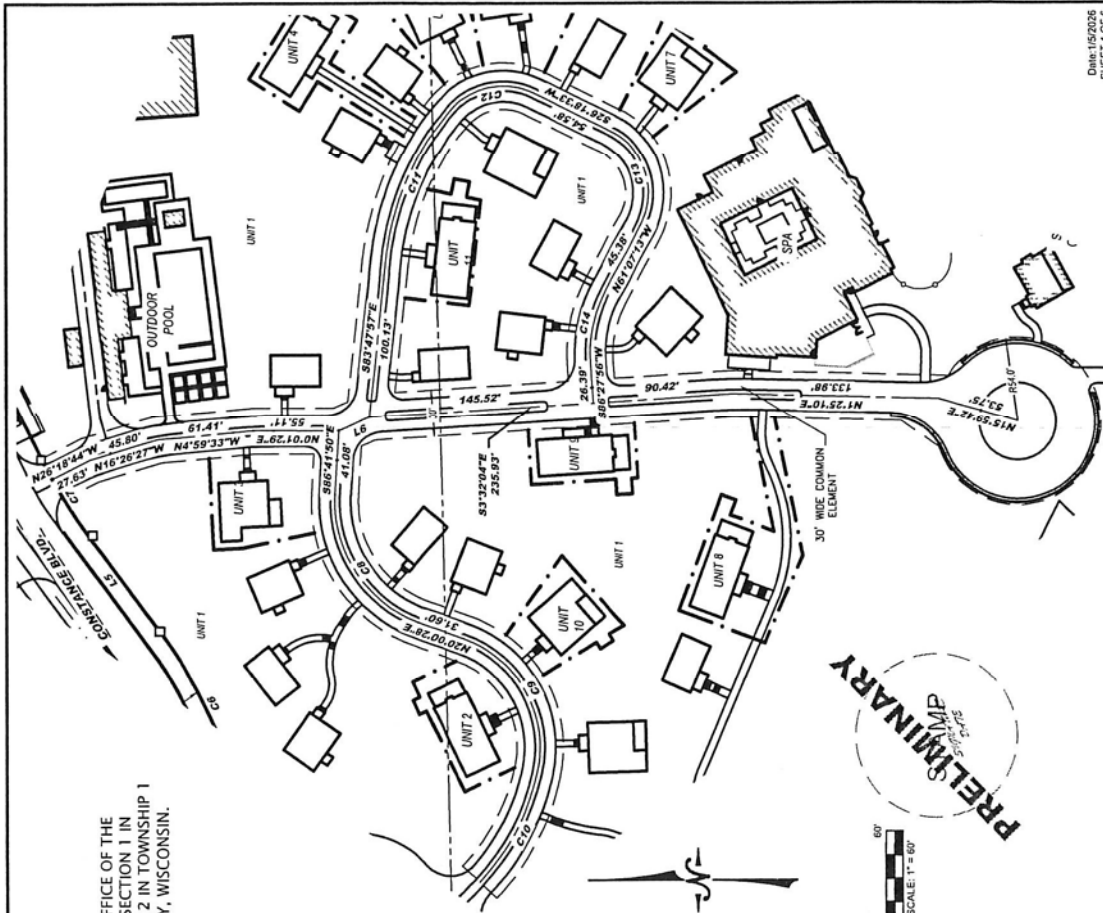
Detail of the Common Element

Line	Bearing	Length
L1	S62°01'20"W	30.04'
L2	S13°11'25"W	13.97'
L3	S57°10'48"W	212.96'
L4	S57°10'48"W	212.96'
L5	N53°10'31"E	75.00'
L6	N24°15'06"W	21.41'
L7	S81°31'21"W	81.05'
L8	N39°56'19"E	127.28'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	118.59'	283.00'	S88°11'04"W	117.72'
C2	218.21'	317.00'	N60°31'50"E	213.37'
C3	218.21'	317.00'	N60°31'50"E	213.37'
C4	23.71'	15.00'	S88°20'22"E	21.32'
C5	51.26'	117.00'	S61°22'12"W	68.58'
C6	113.35'	280.00'	N64°46'20"E	112.57'
C7	57.06'	330.00'	S50°07'47"W	56.89'
C8	104.50'	82.00'	N50°36'19"E	97.88'
C9	108.85'	74.00'	N61°22'24"E	97.81'
C10	89.14'	150.00'	S61°28'24"E	78.19'
Σ	1108.54'	1702.00'	626°20'00"E	1108.54'

LYNCH & ASSOCIATES
 ENGINEERS & ARCHITECTS, LLC
 5000 S. TOWNE DRIVE, SUITE 100
 WILSONVILLE, INDIANA 46093
 (317) 433-2040

1/27/2014, P. L. Lynch - Project 1204 [24.000] - Topographic Property Holdings - George Williams College CAD [Design] [CSM] 24.0000 - 0.0000 - 0.0000 - 0.0000 - 0.0000 - 0.0000

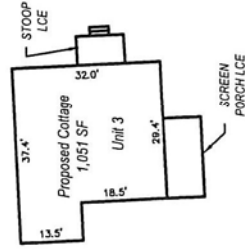
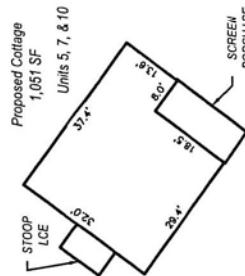
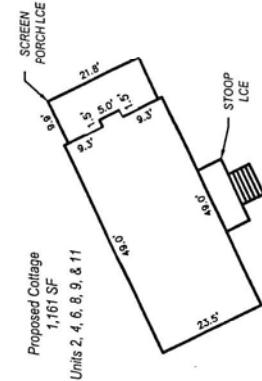


Date: 10/20/2014
 SHEET 4 OF 6

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

UNITS AS PROPOSED



LYNCH & ASSOCIATES
ARCHITECTS
5000 S. TROND DRIVE, SUITE 100
NEW BERLIN, WI 53151
414.885.8888
WWW.LYNCH-ARCHITECTS.COM
(978) 452-5940

PREPARED BY: P. Lohrman / Project: 2024124.0005 - Topography Property Holdings - George Williams College / CAD Design / CSM 124.0005 - condo - lot 4.dwg

Line Table			Line Table			Line Table		
Line	Bearing	Length	Line	Bearing	Length	Line	Bearing	Length
LL1	N32°26'46"E	65.62'	LL31	S01°25'10"W	81.91'	LL61	N25°34'50"W	5.00'
LL2	N57°33'13"E	22.50'	LL32	S78°49'49"W	90.06'	LL62	N64°25'10"E	10.00'
LL3	N32°26'47"E	38.46'	LL33	N65°30'47"W	60.89'	LL63	S25°34'50"E	5.00'
LL4	S57°33'13"E	68.94'	LL34	N20°37'57"E	59.81'	LL64	N64°25'10"E	10.72'
LL5	S32°26'47"W	11.39'	LL35	S69°22'03"E	78.84'	LL65	S25°34'50"E	31.27'
LL6	S57°33'13"E	10.00'	LL36	S20°37'57"W	10.00'	LL66	N11°40'11"W	47.58'
LL7	S32°26'47"W	10.00'	LL37	N69°22'03"W	10.00'	LL67	N02°39'44"W	18.89'
LL8	N57°33'13"E	10.00'	LL38	S20°37'57"W	30.02'	LL68	N87°20'16"E	58.39'
LL9	S32°26'47"W	17.07'	LL39	N78°49'49"E	74.67'	LL69	N86°41'50"W	25.20'
LL10	N57°33'13"E	32.44'	LL40	S01°25'10"W	15.37'	LL70	S00°01'29"W	38.57'
LL11	S32°26'47"W	65.88'	LL41	S01°25'10"W	12.40'	LL71	S04°59'33"E	29.33'
LL12	N50°45'47"E	74.47'	LL42	S03°32'04"E	63.92'	LL72	S04°59'33"E	29.92'
LL13	S25°59'19"E	62.20'	LL43	S86°27'55"W	35.21'	LL73	S83°47'57"E	80.64'
LL14	S77°29'40"W	16.82'	LL44	N03°32'05"W	4.24'	LL74	S83°47'57"E	21.69'
LL15	S77°29'40"W	57.77'	LL45	S86°27'55"W	10.00'	LL75	S11°30'13"W	15.81'
LL16	S08°27'51"E	71.65'	LL46	N03°32'05"E	10.00'	LL76	S78°29'47"E	10.00'
LL17	S81°32'09"W	3.77'	LL47	N86°27'55"E	10.00'	LL77	S11°30'13"W	10.00'
LL18	S08°27'51"E	10.00'	LL48	N03°32'05"E	54.70'	LL78	N78°29'47"W	10.00'
LL19	S81°32'09"W	10.00'	LL49	N86°27'55"E	35.21'	LL79	S11°30'13"W	9.21'
LL20	N08°27'51"W	10.00'	LL50	S03°32'04"E	68.94'	LL80	N83°32'30"W	67.41'
LL21	S81°32'09"W	12.47'	LL51	S03°32'04"E	99.69'	LL81	N06°27'30"E	42.12'
LL22	N63°41'27"W	51.07'	LL52	N54°13'19"W	62.30'			
LL23	N26°18'33"E	54.58'	LL53	N48°23'58"E	59.83'			
LL24	N63°41'27"W	65.69'	LL54	S31°19'21"E	10.67'			
LL25	N36°26'35"E	22.77'	LL55	N58°40'39"E	5.00'			
LL26	N53°33'25"W	10.00'	LL56	S31°19'21"E	10.00'			
LL27	N36°26'35"E	10.00'	LL57	S58°40'39"W	5.00'			
LL28	S53°33'25"E	10.00'	LL58	S31°19'21"E	40.38'			
LL29	N36°26'35"E	26.00'	LL59	N25°34'50"W	35.41'			
LL30	S37°03'22"E	69.04'	LL60	N64°25'10"E	57.15'			

CURVE TABLE						
CURVE #	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DELTA	BEARING IN BEARING OUT
CL1	84.00'	191.00'	N71°17'44"W	83.35'	025°12'26"	N58°53'7"W N57°47'57"W
CL2	14.00'	191.00'	N56°29'29"W	14.00'	004°12'05"	N54°12'24"W N57°35'17"W
CL3	19.50'	191.00'	N51°27'54"W	19.50'	005°31'04"	N49°32'22"W N54°23'26"W
CL4	9.74'	60.00'	N47°57'18"W	9.73'	009°18'10"	N39°14'12"W N47°32'27"W
CL5	27.89'	60.00'	N35°57'16"W	27.74'	008°43'33"	N17°20'20"W N37°14'13"W
CL6	40.65'	60.00'	N05°54'00"E	38.87'	034°48'53"	N26°18'33"E N17°30'20"W
CL7	27.89'	60.00'	N29°37'35"E	27.64'	028°28'05"	N32°56'38"E N25°18'33"E
CL8	88.00'	60.00'	N05°54'47"E	63.39'	065°58'09"	S01°19'13"E N31°54'38"E
CL9	24.50'	89.00'	N27°53'32"E	24.47'	015°46'18"	N25°46'41"E N27°00'23"E
CL10	35.57'	89.00'	N47°13'39"E	35.37'	022°53'57"	N59°40'38"E N35°46'41"E
CL11	68.44'	89.00'	N09°42'26"E	66.18'	044°00'36"	S71°15'46"E N52°40'38"E
CL12	79.12'	155.00'	S81°58'24"E	71.27'	030°38'35"	S45°40'27"E S71°16'42"E
CL13	65.20'	59.00'	N67°23'37"E	77.88'	082°43'31"	S77°15'37"E N57°00'26"E
CL14	98.74'	97.00'	S48°10'09"W	94.57'	058°19'31"	S18°19'49"W S20°00'26"W
CL15	25.39'	97.00'	S05°47'09"W	25.39'	014°48'21"	N85°41'50"W S71°19'49"W
CL16	49.54'	161.00'	N14°59'03"W	49.34'	017°27'47"	N85°10'16"W N57°47'57"W

PRELIMINARY

DATA 1/10/2026
SHEET 5 OF 6

THE PRESERVE, A CONDOMINIUM

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST, AND PART OF THE NORTHWEST 1/4 OF SECTION 12 IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

LEGAL DESCRIPTION:

LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4988, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121, ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, RITCHIE P. WIENZEL, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES, I HAVE SURVEYED AND MAP THE LOT 4 OF CSM NO. _____, RECORDED AS DOCUMENT NO. _____, IN VOLUME _____, PAGE _____, IN THE OFFICE OF THE WALWORTH COUNTY REGISTER OF DEEDS, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 IN TOWNSHIP 1 NORTH, RANGE 16 EAST AND PART OF VACATED LANDS IN OBSERVATORY SUBDIVISION, VACATED LANDS IN GRAND TERRACE SUBDIVISION, AND OUTLOT 1 OF CERTIFIED SURVEY MAP NO. 4988, RECORDED ON DECEMBER 20TH, 2011 IN THE OFFICE OF THE REGISTER OF DEEDS IN WALWORTH COUNTY, AS DOCUMENT NO. 1053121, ALL BEING PART OF THE NORTHWEST 1/4, SOUTHWEST 1/4, AND SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 1 AND THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 12, ALL IN TOWNSHIP 1 NORTH, RANGE 16 EAST OF THE FOURTH PRINCIPAL MERIDIAN, VILLAGE OF WILLIAMS BAY, WALWORTH COUNTY, WISCONSIN.

DATED THIS ____ DAY OF _____, 2026.

RITCHIE P. WIENZEL
PROFESSIONAL LAND SURVEYOR S-4027



LYNCH & ASSOCIATES
SURVEYORS & ENGINEERS
1000 S. TOWNE DRIVE, SUITE 100
NORTH WAUKESHA, WI 53151
(262) 442-5049
FAX: (262) 442-5048

FILENAME: P:\Drawings\1 - Projects\2024\174.0005 - Property, Property Holdings - George Williams College\CSMP\174.0005 - prelim - lot 4.dwg

VILLAGE BOARD APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Village Board:

Approved as of the day of _____, 20____.

_____, Chairman
Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Village Board of the Village of Williams Bay.

Tina Kolis, Village Clerk
Date: _____

PLAN COMMISSION APPROVAL CERTIFICATE:

APPROVED, that the Certified Survey Map, in the Village of Williams Bay, is hereby approved by the Plan Commission:

Approved as of the day of _____, 20____.

_____, Chairman
Date: _____

I hereby certify that the foregoing is true and correct copy of a resolution adopted by the Plan Commission of the Village of Williams Bay.

Tina Kolis, Village Clerk
Date: _____



DRAFTED BY:

Richard F. Davis, Esq.
Greenberg Traurig, LLP
1840 Century Park East, Suite 1900
Los Angeles, California 90067

AFTER RECORDING MAIL TO:

Nicolas A. Egert, Esq.
Egert Law, S.C.
835 Geneva Parkway North, Suite 1
Lake Geneva, Wisconsin 53147

(Space Above Line for Recorder's Use)

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

THE PRESERVE, A CONDOMINIUM

IN

WILLIAMS BAY

ACTIVE 717622954v8

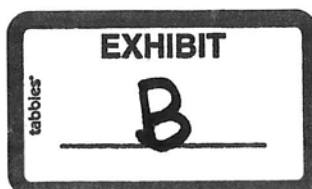


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**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE, A CONDOMINIUM AT WILLIAMS BAY (this “**Declaration**”) is made as of this ____ day of January, 2026, by WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company (the “**Declarant**”).

RECITALS

A. Declarant is the fee owner of certain real property located in the Village of Williams Bay (“**Village**”), County of Walworth, State of Wisconsin described in Article I and as more particularly described on **Exhibit B-1**, attached hereto (as subdivided, the “**Covered Property**”).

B. Declarant desires to impose restrictions on the Covered Property to preserve and protect its character as a destination resort and to comply with applicable Village land use requirements, Wisconsin Statutes, and including any other applicable laws.

C. By this Declaration, the Declarant establishes covenants, conditions, restrictions, rights, easements, liens and charges to comply with the Wisconsin Statutes and any zoning codes of the Village, which will constitute a general scheme for the management, use, occupancy and enjoyment of the Covered Property, Common Furnishings and the interests therein conveyed or reserved, and for the payment of taxes, assessments, insurance premiums and other expenses pertaining thereto for the purpose of enhancing and protecting the value, desirability and attractiveness of the Covered Property and enhancing the quality of life within the Covered Property.

D. Declarant and all persons who purchase Cottages within the Covered Property shall be Owners as defined herein.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Covered Property shall be held and conveyed subject to the following covenants, conditions, restrictions, rights, easements, liens and charges which are hereby declared in this Declaration to be for the benefit of said interests, as this Declaration may be amended from time to time, and subject to Rules and Regulations and all of which easements, covenants, conditions and restrictions and Rules and Regulations are declared to be in furtherance of a plan established for the purpose of enhancing and perfecting the value, desirability and enjoyment of the Covered Property, and the interest or interests therein to be conveyed or reserved. All such easements, covenants, conditions and restrictions, Rules and Regulations, and Reservation Policies and Procedures shall be enforceable equitable servitudes and shall inure to the benefit of and bind all Owners in accordance with Wisconsin Statutes and shall be binding upon all parties having or acquiring any right or title in said interests or any part thereof conveyed, to wit, each Cottage Unit or the Hotel Unit, Common Element, Limited Common Element and shall inure to the benefit of each Owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

Article 1

SUMMARY OF THE PROJECT

Section 1.1 **The Project.** Declarant owns two (2) parcels of real property on Geneva Lake in the Village of Williams Bay as described in Article II below (the “**Covered Property**”). Declarant intends to develop the parcel as a “Condominium” as defined in Wisconsin Statutes, consisting of ten (10) Cottage Units and a Hotel Unit, as further described below (the “**Project**”).

Article 2

ESTABLISHMENT OF CONDOMINIUMS

Section 2.1 **Division of Property into Condominiums.** Declarant, in order to establish a plan of condominium ownership for the Covered Property, hereby divides the real property identified on the Condominium Plat attached under Exhibit B-2, into the following separate elements, each of which shall be included in any conveyance of a Unit:

(a) **Units.** Each of the Units is separately shown, numbered and designated on the Condominium Plat and shall be considered a separate element, except as otherwise shown or expressed in a deed, plan or declaration, regardless of settling or minor variance between boundaries shown on the Condominium Plat or in the deed or Declaration and the boundaries of the Cottage.

(b) **Common Elements.** A separate area consisting of the Common Elements of the parcels set forth on the Condominium Plat attached under Exhibit B-2 hereto and as may be amended from time to time, which element shall be subject to the rights of Owners set forth in this Declaration, the rights of the Association set forth in this Declaration, and those easements which burden the Common Elements as more particularly set forth in Article IV of this Declaration. Each Owner may use the Common Elements only in accordance with the purposes for which they are intended and subject to the rights of other Owners in any Limited Common Elements.

(c) **Limited Common Elements.** Portions of the Common Elements which shall be for the exclusive use of a particular Owner or Owners, as such Limited Common Elements are more particularly shown on the Condominium Plat, attached as Exhibit B-2.

(d) **Appurtenant Easements.** A non-exclusive easement and equitable right of use, appurtenant to each Unit for ingress to, egress from, and use and enjoyment of the Common Elements excepting therefrom any Limited Common Element, which easement(s) shall be appurtenant to each Unit and which easement(s) Declarant shall grant to each purchaser of a Unit from Declarant.

Article 3

COTTAGE UNIT USE PLAN; SHARED AREAS

Section 3.1 **Cottage Unit Use Plan.** Cottage Units are zoned for limited resort use. Each Owner of a Cottage Unit may occupy its Cottage Unit for up to ninety (90) days each Use Year; however it may not occupy its Cottage Unit for more than twenty-eight (28) consecutive days. Each Cottage Unit Owner shall reserve his or her Use Periods in accordance with the Reservation Policies and Procedures.

Article 4

RESERVED EASEMENTS

Section 4.1 **Nature of Easements.** Unless otherwise set forth herein, all easements reserved to Declarant herein shall be non-exclusive.

Section 4.2 **Easements Reserved to Declarant.**

(a) **Oil and Mineral Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer the same, all oil, minerals, natural gas, and other hydrocarbons by whatsoever name known, geothermal resources, metalliferous or other ores, and all products derived from any of the foregoing, that may be within or under the Covered Property, and all rights associated with the foregoing, together with the perpetual right of drilling, mining, exploring and operating therefor and storing in and removing the same from said land or any other land, including the right to whipstock or directionally drill and mine from lands other than the Covered Property, oil or gas wells, tunnels and shafts into, through or across the subsurface of the Covered Property and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines without, however, the right to drill, mine, store, explore and operate through the surface or the upper five hundred (500) feet of the subsurface of the Covered Property.

(b) **Water Rights.** There is hereby reserved to Declarant, together with the right to grant and transfer same, the right and power to use or utilize any and all water rights or interests in water rights no matter how acquired by Declarant, and all water rights or interests in water rights that may be within, under or on the Covered Property, whether such water rights shall be riparian, overlying, appropriative, percolating, prescriptive or contractual, provided, however, that the reservation does not reserve to, or for the benefit of Declarant, any right to enter upon a Unit in the exercise of such rights or to drill or bore for water, and install, maintain, replace or restore water wells, pumping stations, water lines, or other facilities for the extraction or the transportation of water.

(c) **Easement for Improvements.** Easements over the Covered Property for the installation and maintenance of electric, telephone, water, cable TV, gas and sanitary sewer lines and facilities, and for drainage facilities as required for the subdivision map and

Condominium Plat of the Covered Property, and as may hereafter be required or needed to service the Covered Property, or for the benefit of the owners of any real property adjoining or in the vicinity of the Covered Property, or for the construction of all Improvements to the Covered Property to be made by Declarant, are hereby reserved by Declarant for the benefit of the Declarant and the Association. Declarant and the Association each shall have the power to grant and convey to any third party such easements. Each Owner, in accepting a deed to a Unit, expressly consents to such easements and authorizes and appoints Declarant (so long as Declarant owns one or more Units) or the President of the Association, as his or her attorney-in-fact to execute any and all instruments conveying or creating such easements. The power of attorney created hereunder is coupled with an interest and shall be irrevocable, and shall be a covenant running with the land and an equitable servitude. Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors, and other authorized personnel, further reserves, for a period of eleven (11) years following the date of issuance of a notice of completion for each Cottage, an exclusive easement in, over and through the Covered Property for the renovation, rehabilitation, remodeling, refurbishment and construction of the Covered Property and the improvements to the Common Elements of which the Covered Property is a part. The use of the easements described above in this subsection shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(d) **Easement for Sales, Resales, Customer Service and Related Purposes.**

Declarant, for itself and its successors, assigns, agents, employees, contractors, subcontractors and other authorized personnel, reserves, for a period of eleven (11) years following the Starting Date, an exclusive easement in gross in, over and through those portions of the Covered Property for: (i) marketing and selling the Cottage Units; (ii) maintaining customer relations and providing post-sales service to Owners; (iii) displaying signs and erecting, maintaining and operating, for sales and administrative purposes, model units and a customer relations, customer service and sales office complex in the Covered Property; and (iv) showing the Cottage Units; provided, however, that use of such easement shall not (1) interfere with or diminish the rights of Owners to use and occupy the Units and the Common Elements, or (2) interfere with the use and occupancy of the Units and the Common Elements by the Association as reasonably required to perform its obligations hereunder all as provided in this Declaration and the Rules and Regulations.

(e) **Roads and Utilities.** Declarant hereby reserves for itself and hereby grants to each Owner, the Association and its Members (and retains for itself) a non-exclusive right for roadway, ingress, egress, access and for all utility purposes incidental thereto, over and upon all pathways or drives presently or hereafter existing within the boundaries of the Covered Property. The right hereby given to each Owner shall be appurtenant to and pass with title to each Owner's Unit. The easement hereby reserved by the Declarant shall be both in gross and appurtenant to any Unit owned at any time by Declarant, and may be conveyed by Declarant to the Owners, or any of them, of any Unit, or in any other manner convenient or necessary to complete the improvements required on the Covered Property, or shown on the Condominium Plat.

(f) **Easements Reserved on Map.** There is hereby reserved to Declarant, together with the right to grant and transfer same, easements over the Covered Property dedicated for public use and accepted by the Village on a map entitled _____, as follows:

(i) areas designated for any and all public service facilities including poles, wires, conduits, gas, water, heat mains, and all appurtenances upon, or over such areas which are to be kept open and free from buildings and structures of any kind except public service structures, irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs; and

(ii) areas designated for public storm drainage purposes which are to be kept open and free from all buildings and structures of any kind except irrigation systems and appurtenances thereto, lawful fences and all lawful unsupported roof overhangs.

The easements reserved to Declarant or granted and conveyed by Declarant pursuant to this Article shall not unreasonably interfere with the use and enjoyment by the Owners of their Units and any damage, repair or restoration necessitated by any such installation, construction or maintenance shall be completed by the holder of the easement that has entered upon the Covered Property for any such purpose within a reasonable time after the occurrence of such damage or need for restoration.

Section 4.3 **Easements for the Association.**

(a) **Easement for Management, Operation, Maintenance, Use and Repair.** The Association, for itself, its successors and assigns, and its and their agents, employees, contractors, subcontractors, and other authorized personnel, shall have the right and is hereby granted, for so long as the Association or its successors and assigns shall be required hereunder to manage and maintain the Covered Property, an exclusive easement in gross in, over and through the Covered Property for the management, operation, repair and maintenance of the Common Elements and the Common Furnishings; provided, however, that use of such easement shall not unreasonably interfere with or diminish the rights of Owners, Permitted Users, or Declarant to occupy the Units, the Limited Common Elements appurtenant thereto, and the Common Elements (other than the Limited Common Elements not appurtenant to the Unit so occupied) and to use the Common Furnishings.

(b) **Reciprocal Easement.** Each Unit shall be benefited by a non-exclusive easement and equitable right of ingress, egress, use and enjoyment in and to and throughout the Common Elements of all other parts of the Covered Property, and the Common Elements of the Covered Property shall be burdened by a non-exclusive easement for similar purposes benefiting each of the Units in every part of the Covered Property; provided, however, that such non-exclusive easements and equitable rights shall be subordinate to, and shall not interfere with, Limited Common Element rights appurtenant to Units over the Common Elements and shall be subject to the easements described in this Declaration. Said easements are appurtenant to and shall pass with title to every Unit. Said easements are for the benefit of the Units and the Owners and their Permitted Users and such other classes of persons to whom the Board may, from time to time, and subject to the Rules and Regulations, extend the privilege of use and enjoyment of the

Common Elements and ingress and egress for all of the purposes and uses hereinabove set forth. In furtherance of the establishment of these easements, the individual grant deeds to the Units may, but shall not be required to, set forth the foregoing easement. The right of Declarant and each person set forth above to use and possess the Common Elements as set forth herein, shall be subject to and governed by the provisions of this Declaration and the other Governing Instruments. The Association shall have the authority to lease or to grant licenses or concessions with respect to all or any part of the Common Elements, subject only to the provisions of this Declaration, the Articles and By-laws; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against Owners for the same use of the same facilities.

Section 4.4 Easements as Common Elements. The easements described in this Declaration shall be granted to Owners and, when granted and conveyed, shall be appurtenant to the Units of such Owners and shall constitute Common Elements shared among the Owners.

(a) **Support, Settlement and Encroachment.** There is hereby reserved to Declarant, together with the right to grant and transfer same to Owners, easements which shall be appurtenant to each Unit which is contiguous to another Unit which Unit shall be the dominant tenement and the contiguous Unit shall be the servient tenement, for:

(i) minor encroachment of walls, fences, and other Improvements constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support, and accommodation of the natural settlement or shifting of any portion of the Improvements and for the maintenance thereof;

(ii) encroachment of any fence or wall constructed by Declarant or caused by engineering errors, errors in construction, reconstruction, repair, support and the accommodation of the natural settlement or shifting of any portion of the improvements and the maintenance thereof.

The rights and obligations of Owners of the dominant tenements shall not be altered in any way by said encroachments, settlement or shifting provided, however, that in no event shall an easement for encroachment be created in favor of an Owner of the dominant tenement if said encroachment occurred due to the willful misconduct of any such Owner. In the event any portion of a structure on the Covered Property is partially or totally destroyed and then repaired or rebuilt, each such Owner agrees that minor encroachments over adjoining Units resulting from repairing or rebuilding such structures shall include easements for the maintenance of said encroachments as long as they shall exist.

(b) **Utilities and Cable Television.** Wherever sanitary sewer house connections, water house connections, air conditioning connections, compressors or ducts, electricity, gas, telephone and cable television lines, drainage facilities or other utility or communication facilities are installed within the Covered Property, any Owner as the owner of any property served by said connections, lines or facilities shall have the right, and there is hereby reserved to Declarant, together with the right to grant and transfer the same to any such Owner, an easement to the full extent necessary for the full use and enjoyment of such portion of such

connections which service such Owner's property, and to enter, or have utility or cable television companies enter upon any portion of the Common Elements, or upon any Unit in or upon which said connections, lines or facilities or any portion thereof lie, to repair, replace and generally maintain said connections, lines and facilities as and when the same may be necessary, provided that any damage caused by such entry shall be repaired by such Owner, utility or cable television company as promptly as possible after completion of work thereon. In addition to the preceding rights, there is hereby reserved to Declarant the right, but not the obligation, to install sub-metering within the Covered Property, and an easement to the full extent necessary for the use, maintenance, repair, and reading of such sub-meters.

Section 4.5 Easement for Access to Cottage Units. There is hereby reserved to the Owner of the Hotel and its Permitted Users, easements for ingress and egress over the Cottage Units in the case of management, maintenance or an emergency repair.

Section 4.6 Subordination. Except as may be otherwise provided in the grant or dedication of an easement, any easement conveyed in favor of a Public Agency shall be prior and superior to all other easements described herein, and any easement conveyed pursuant to the provisions of this Article to a utility company shall be prior and superior to all other easements described herein except any easement in favor of a Public Agency. Grantor and any grantee by acceptance of a conveyance of any easement described in this Declaration, whether or not so stated in such conveyance document, agree that such easement shall be subordinate to any such prior and superior easements and further agree to execute any document acknowledging such subordination that may be required by the holder of any such prior easement.

Article 5

GENERAL USE RIGHTS AND RESTRICTIONS

Section 5.1 Transfer of Interest. No Owner shall sell, assign transfer, hypothecate or encumber less than all of his interest in his Unit; provided, however, that nothing herein contained shall restrict the manner in which title to a Unit may lawfully be held under Wisconsin Statutes (e.g. joint tenants, tenants-in-common, or the like). Any sale, assignment, transfer, hypothecation or encumbrance by any Owner which would have the effect of separating the Unit from an Owner's rights as a Member of the Association shall be null, void and of no effect. The transfer of any Unit shall operate to transfer to the new owner of the Unit the interest of the prior Owner in all funds in the hands of the Association even though not expressly mentioned or described in the instrument of transfer and without further instrument of transfer.

Section 5.2 Separate Security Encumbrancing. Each Owner shall have the right to encumber all, but not less than all, of his or her interest in his or her Unit. Subject to the provisions of this Declaration, any Mortgage with respect to any Unit shall be subordinate to all of the provisions of the Governing Instruments. In the event of foreclosure, the provisions of the Governing Instruments shall be binding upon any Unit Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure or otherwise. Notwithstanding any other provision of the Governing Instruments, no breach of the provisions herein contained, nor the enforcement of any lien created pursuant to the provisions hereof shall impair, defeat or render

invalid the priority of the lien of any First Mortgage of any Owner's Unit if such First Mortgage is recorded in the Official Records and is given in good faith and for value.

Section 5.3 Partition and Subordination of Tenancy-in-Common Attributes. It is intended that this Declaration shall govern all rights with respect to the use, possession, enjoyment, management and disposition of the Covered Property and the interests therein. Accordingly, all rights with respect to the use, possession, enjoyment, management or disposition of a Unit which an Owner might otherwise have as a tenant-in-common (including, but not limited to, any common law or statutory right jointly to use, possess or manage commonly owned property) are hereby unconditionally and irrevocably subordinated to this Declaration for so long as this Declaration shall remain in effect.

Except as otherwise provided in this Declaration, no Owner or other person or entity acquiring any right, lien or interest in the Covered Property shall seek or obtain, through any legal procedures, judicial partition of a Unit or the sale thereof in lieu of partition. If, however, any Unit is owned by two (2) or more persons as tenants-in-common or as joint tenants or as community property, nothing herein contained shall prohibit a judicial sale of such Unit in lieu of partition as between such co-tenants or joint tenants.

Section 5.4 Protection of Interest. Except as otherwise provided in this Declaration, no Owner shall permit his or her Unit to be subject to any lien (other than the liens of current real property taxes), claim or charge, the enforcement of which may result in a sale or threatened sale of the Unit of any other Owner or any part thereof or of the Common Elements or in any interference in the use or enjoyment thereof by any other Owner. In the event of a threatened sale of the Covered Property or Unit of any Owner or any part thereof, or should the use and enjoyment of any portion thereof by any Owner be threatened by reason of any lien, claim or charge against the Unit of any other Owner (the "**Owner in Violation**"), or should proceedings be instituted to effect any such sale or interference, any Owner (the "**Curing Owner**") acting on his own behalf or through the Association or the Association acting on behalf of any one or more Owners (if promptly indemnified to his or its satisfaction) may, but shall not be required to, pay or compromise the lien, claim or charge without inquiry into the proper amount or validity thereof and, in such event, the Owner in Violation shall forthwith pay the amount so paid or expended to the Curing Owner or the Association, whosoever shall have paid or compromised the lien, claim or charge, together with such reasonable attorneys' fees and related costs as he or it may have incurred. No Owner shall permit his or her interest in any funds from time to time in possession of the Association to be subjected to any attachment, lien, claim or charge or other legal process, and each Owner shall promptly restore any funds held by the Association with respect to his or her Unit to the extent depleted by the reason of the assertion of any such attachment, lien, claim, charge or other legal process and shall reimburse the Association for all reasonable attorneys' fees or other costs incurred in respect thereof.

Section 5.5 Vehicles. No automobile, mobile home, trailer of any kind, truck, camper, recreational vehicle, motorcycle or boat shall be stored, kept, maintained, placed, constructed, remodeled, reconstructed or repaired on any portion of the Covered Property in such a manner as will be visible from the Hotel or Common Elements, except with respect to any parking areas

which may be designated by the Declarant or the owner of the Parking Area or as otherwise authorized by Declarant or the Board in their sole discretion.

Section 5.6 **Outside Storage.** No exterior clothesline shall be erected or maintained and there shall be no drying or laundering of clothes including beachwear and towels on the rails, balconies or patios or other outside areas, nor shall any patio or other outside area be used for storage purposes.

Section 5.7 **Parking.** The parking and operation of vehicles upon any portion of the Parking Area shall be subject to specific Rules and Regulations. Cottage Unit Owners may have the right to park in an unreserved, non-exclusive manner in parking area(s), which may be designated by the Hotel or Declarant (as the case may be). The owner of the parking area(s), in its sole discretion, may choose an alternate location for parking spaces provided to each Owner, at any time, or from time to time.

Section 5.8 **Pests.** An Owner shall not permit any thing or condition to exist upon any portion of the Covered Property which shall induce, breed or harbor infectious plant diseases or noxious insects or vermin. An Owner may not independently contract or engage a professional pest control service. Instead, the Owner must contact the Association within a reasonable time to report any pests. The Association will then engage a professional pest control service to remedy any such pest problem and charge each Owner accordingly.

Section 5.9 **Signs.** No sign or billboard of any kind shall be displayed to the public view on any portion of the Covered Property except (1) such signs as may be used by Declarant or its sales agents in connection with the development of the Covered Property and rental and sale of the Units or Hotel, (2) directional signage approved by the Declarant; and (3) signs approved by the Declarant or Association, as applicable, that are in conformance with the requirements of Wisconsin Statutes.

Section 5.10 **Nuisance.** No noxious or offensive trade or activity shall be permitted upon any part of the Covered Property, nor shall anything be done thereon which shall in any way interfere with the quiet use and enjoyment of each Owner's respective Unit, or which shall in any way increase the rate of insurance on any other Unit or the Covered Property except as otherwise provided herein.

Section 5.11 **Sales Events and Model Tours.** Declarant may hold sales events, receptions and tours of Units and the Common Elements.

Section 5.12 **Animals.** No livestock, reptiles, poultry or other animals of any kind shall be raised, bred or kept upon the Covered Property, except that dogs, cats or other household pets may be kept in the Units, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers or in violation of any law, ordinance or regulation of any applicable Public Agency. "Unreasonable numbers" and other limitations (size, weight, type of pet) may be further limited by the Bylaws or Rules and Regulations. Notwithstanding the foregoing, no animals may be kept in the Units which result in any annoyance or are obnoxious to

residents in the vicinity. All animals permitted to be kept by this Section shall be kept on a leash when on any portion of the Covered Property except when confined within a Unit.

Section 5.13 Unsightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Units and shall not be allowed to accumulate thereon. All clotheslines (or the hanging of clothing, towels, linens, blankets, or similar items on rails and walls, etc.), refuse containers, trash cans, woodpiles, storage areas, machinery and equipment shall be prohibited in or upon any Unit unless obscured from view of adjoining Units, Hotel and/or any other portion of the Covered Property.

Section 5.14 Antennae; Satellite Dish. No video or television antennae shall be erected, constructed, placed or permitted to remain on the Covered Property unless they are (i) contained within a Limited Common Element or a building or underground conduits, and (ii) completely obscured from view from any portion of the Covered Property or Hotel, or (iii) screened from view by an appropriate screen that has been approved in writing by the Declarant or Association, as applicable.

Section 5.15 Other Roof Structures. Except as set forth above, no other appliances or installations on exterior roofs of structures including, without limitation, roof-top turbine ventilators, shall be permitted unless they are approved by the Declarant or Association, or are installed in such a manner that they are not visible from any Hotel Limited Common Element or any other portion of the Covered Property.

Section 5.16 Drainage. An easement is granted herein for drainage of water from Cottage Units, into areas designated by Declarant. A Cottage Unit Owner shall not alter the drainage of water which exists pursuant to the drainage plan originally created at the time of the initial sale of his or her Cottage Unit by Declarant unless an easement is granted for such purpose.

Section 5.17 Window Covers. Only curtains, drapes, shutters or blinds as permitted by the Declarant or Association, may be installed as window covers. No window shall be covered with aluminum foil, reflective film, newspapers or other material not designed for use as a window cover.

Section 5.18 Offensive Activity. No noxious or offensive activity or conduct shall be carried on by any Owner or Permitted User within any portion of the Covered Property nor shall anything be done therein or thereon, except as otherwise provided herein, which may or would become an annoyance or nuisance to other Owners or occupants. No Cottage Unit shall be used for any trade, business or other commercial activity or solicitation except as expressly permitted by this Declaration.

Section 5.19 Party Walls.

(a) Each wall or fence which is placed on the dividing line between two Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. A party wall shall be considered to adjoin and abut

against the property line dividing the Units from the bottom of the foundation over the full length and height of any wall or fence.

(b) Owners whose Units are separated by a party wall shall equally have the right to use such party wall, except that each shall have the right to the exclusive use of the surface of the wall on his or her side. Neither such Owner shall use any portion of such party wall so as to interfere with the use and enjoyment of the other Owner.

(c) The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

(d) If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 5.20 **Debris.** No rubbish, trash or garbage or containers therefor shall be visible or allowed to accumulate on the Covered Property outside the Cottage Units except in locations specifically designated by the Board for such use. Trash cans and other rubbish containers shall not be allowed to be visible from any portion of any of the streets and driveways.

Section 5.21 **Barbeques.** Cottage Unit Owners may use Barbeque grills within their Unit or Limited Common Area, which have been approved by the Association.

Section 5.22 **Fireplaces.** Each Cottage Unit will have two (2) wood burning fireplaces for use by the Cottage Unit Owners or their Permitted Users.

Section 5.23 **Further Restrictions.** Unless otherwise permitted in this Declaration or in the Rules and Regulations, no other activity shall be permitted upon or in the Covered Property.

Section 5.24 **Exceptions.** The use restrictions set forth above shall not and do not apply to any of the following:

(a) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any Public Agency or entity, or the agents or employees of any Public Agency acting in the scope of their authority as such agents or employees;

(b) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any utility company (including, but not limited to, companies furnishing electric, gas, water, telephone, cable television and/or sewer service to all or parts of the Covered Property), or the agents or employees of any such company acting in the scope of their authority as such agents or employees;

(c) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by Declarant, or its successors, assigns, agents, employees or contractors, in connection with the marketing and sales by Declarant of the Units or in the course

of planning for, preparing the Covered Property for and/or construction upon the Covered Property of any Unit or streets, utilities, recreational and residential buildings, and all other original improvements, or in connection with the exercise of any easement reserved to Declarant under this Declaration; provided, however, that any such acts, proposed acts or conditions created upon the Covered Property shall not unreasonably restrict the Owners in their use and enjoyment of the Common Elements or the facilities thereon;

(d) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, which act or condition has been approved in advance by the Board;

(e) Any act done or proposed to be done upon the Covered Property, or any condition created thereon, by any person pursuant to a court order, or the order of any public officer or Public Agency; provided, however, that the orders contemplated in this subsection (e) are only those which are the result of action initiated by public officers or agencies and which embody mandatory requirements with penalties for nonperformance and are not those orders which result from the application of private parties or are merely permissive.

(f) Any sales or model tour activity done by the Declarant, and any activity related to Hotel operation, rental activities (including maid, room service, etc.), engineering or security services.

Article 6

SPECIAL RESTRICTIONS REGARDING COTTAGE UNITS

Section 6.1 Improvements or Alterations. An Owner may not make Improvements or alterations to a Unit (including any change in floor coverings) without the approval of the Declarant (prior to the Conversion Date) or the Association (after the Conversion Date), and no change in the appearance of the Common Elements, the exterior appearance of a Cottage Unit, or any other portion of the Covered Property may be made by any Cottage Unit Owner, except as permitted by the Declarant, Association, or as provided otherwise herein. No Cottage Units may be subdivided. However, after acquiring an adjoining Cottage Unit, a Cottage Unit Owner may move or alter any intervening partitions or create apertures in it even if the partition in whole or in part is a Common Element if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Covered Property. Removal of partitions or creation of apertures under these circumstances shall not alter the boundaries of the Cottage Units. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying damage caused by said Cottage Unit Owner's violation of this Section. No Cottage Unit Owner or its Permitted User shall permit anything to be done or kept in Unit or within any other portion of the Covered Property which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal government or agency thereof. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his use.

Section 6.2 **Common Elements and Limited Common Elements.** No Cottage Unit Owner shall obstruct, remove, damage, alter or injure in any way any portion of the Common Elements or Limited Common Elements. Any Cottage Unit Owner who violates this Section shall reimburse the Association for all expenses incurred by it in remedying the damage caused by said Cottage Unit Owner's violation of this Section. Such expense shall be a Personal Assessment, enforceable in the manner provided in Article VIII hereof. The foregoing prohibitions shall not modify or affect the obligation of each Cottage Unit Owner for the prudent care and ordinary maintenance and upkeep of all property subject to his or her use. Declarant and each Cottage Unit Owner, by accepting an Original Deed or any other transfer of a Cottage Unit, hereby covenants and agrees to abide by the Governing Instruments, including, without limitation, the Rules and Regulations.

Section 6.3 **Maintenance of Cottage Units.** Each Cottage Unit Owner shall be required to maintain their Cottage Unit in a neat, clean, orderly, safe, sanitary and attractive condition to the same standard as when the Cottage Unit was first purchased.

Section 6.4 **No Increased Insurance.** No Cottage Unit Owner shall do or place anything in any Cottage Unit or within any other portion of the Covered Property without the prior written consent of the Board (i) which will increase the rate of insurance on the Covered Property or (ii) which will result in the cancellation of insurance for the Covered Property, or any portion thereof.

Section 6.5 **Failure to Vacate.**

(a) Detaining User. A Permitted User or users under a rental program who have failed to timely vacate ("**Detaining User**") shall: (i) be subject to immediate removal, eviction or ejection from the Cottage Unit or portion of the Common Elements wrongfully used or occupied; (ii) be deemed to have waived any notice required by law with respect to any legal proceedings regarding removal, eviction or ejection (to the extent that such notices may be waived under Wisconsin law); (iii) reimburse the Association and the detained Cottage Unit Owner or Permitted User ("**Detained User**") for all costs and expenses incurred by such party as a result of such conduct, including, but not limited to, costs of alternate accommodations for the Detained User, travel costs, court costs and reasonable attorneys' fees incurred in connection with removing, evicting or ejecting the Detaining User from such Cottage Unit, Limited Common Element or Common Element, and costs (including reasonable attorneys' fees) incurred in collecting such reimbursement(s); (iv) pay to the Detained User entitled to use and occupy such Cottage Unit during such wrongful occupancy, as liquidated damages (in addition to the costs and expenses set forth herein), a sum equal to two hundred percent (200%) of the Fair Rental Value per day of the Cottage Unit for each day or portion thereof, including the day of surrender, during which the Detaining User prevents use and occupancy of such Cottage Unit; and (v) become subject to additional penalties issued by the Board in its sole discretion, including restrictions on future reservation, use and occupancy of a Cottage Unit, and restriction of access to Common Element amenities. The Association shall be responsible for determining the Fair Rental Value of a Cottage Unit. In addition to the rights and remedies set forth in this provision, if a Detaining User is a Cottage Unit Owner or its Permitted User, the Association shall have the right to enforce any unpaid fines as liens against such Detaining User's Cottage Unit, in accordance with this

Declaration and applicable law. The Association may, in its sole discretion, suspend use of such Owner's Cottage Unit and amenities.

(b) Removal. The Association shall use reasonable efforts to attempt to remove such Detaining User from the Cottage Unit and/or to assist the Detained User in finding alternate accommodations during such holdover period and to secure, at the expense of the Association, alternate accommodations for any Detained User, which alternate accommodations shall be as near in value to the Detained User's Cottage Unit as possible and the cost thereof shall be assessed to the Detaining User as a Personal Assessment.

(a) Cost. In the event that the Association, in its sole discretion, deems it necessary to contract for a period greater than the actual period for which the use is prevented in order to secure alternate accommodations as set forth above, the cost of the entire period shall be assessed to the Detaining User as a Personal Assessment.

(a) Liquidated Damages. By accepting an Original Deed or any other transfer of a Cottage Unit, each Cottage Unit Owner agrees that, in the event of a wrongful occupancy or use by him or his or her Permitted User, damages would be impracticable or extremely difficult to ascertain and that the measure of liquidated damages provided for herein constitutes fair compensation to those who are deprived of occupancy.

(b) Registration. Each Non-Declarant Cottage Unit Owner may invite family or guests during its Use Period to stay in such Owner's Cottage Unit. during its Use Period as a Permitted User. Any Non-Declarant Owner permitting its Cottage Unit to be occupied by family or a guest must provide the Hotel operator with such occupant's name and period of occupancy and such occupant shall be required to check-in with the Hotel operator and provide positive identification at time of check-in.

(c) Damage. Any Cottage Unit Owner who permits his or her Cottage Unit to be occupied by other persons (but only in accordance with the Rules and Regulations and Reservation Policies and Procedures) shall be responsible for any loss, damage, destruction or violation of this Declaration or the Rules and Regulations which occurs during such occupancy as if such Cottage Unit Owner were the sole occupant of the Cottage Unit. The act or negligence of a Permitted User shall be deemed to be the act of the Cottage Unit Owner.

(d) Delinquency. No use or occupancy by any Cottage Unit Owner will be permitted if such Cottage Unit Owner is delinquent in the payment of any amounts owed to the Association by such Cottage Unit Owner.

Section 6.6 **Rental/Leasing.**

(a) **Rental of Cottage Units.**

(i) **By Non-Declarant Owners.**

Each Non-Declarant Cottage Unit Owner may rent or lease its Cottage Unit through an Approved Rental Agent. For the purposes of this Section, “**Approved Rental Agent**” shall mean any licensed rental agent who appears on the Managing Agent’s list of qualified agents that possess the objective minimum quality and security standards as reasonably set forth by the Managing Agent from time to time. An Approved Rental Agent shall include the Managing Agent. At any time, a Cottage Unit Owner may request from the Managing Agent, in writing, the list of Approved Rental Agents and/or minimum quality standards. A Non-Declarant Owner may choose one (1) of the Approved Rental Agents on such list, or may submit his or her choice of rental agent to the Managing Agent for consideration based on the minimum quality standards. If such rental agent meets the minimum quality standards, as determined by the Managing Agent in its sole discretion, such rental agent’s name shall be added to the list of Approved Rental Agents, and upon notice by the Managing Agent to the Non-Declarant Owner thereof, the Non-Declarant Owner may thereafter employ such agent. Each Non-Declarant Owner shall be required to pay a fee set by the Managing Agent to the hotel operator for reservation management services in addition to fees paid by such Non-Declarant Owner to any rental agent’s commission. The foregoing shall not apply to rental by the Declarant. Each Cottage Unit Owner shall abide by applicable Village laws with respect to short-term rentals.

Rental income may be subject to applicable Wisconsin Statutes, including any Village transient occupancy tax (“TOT”). All TOT due shall be collected and remitted to the Village.

(ii) **By the Declarant.** Declarant shall have the right to rent the Cottage Units which remain owned by Declarant. Any rental income received by Declarant shall inure to the benefit of Declarant.

Section 6.7 **Hotel Unit.**

(a) **Hotel Unit Rules.**

(i) The use of the Hotel Unit and its Hotel Limited Common Elements by Permitted Users shall be subject to the Rules and Regulations to the extent applicable, and to the rules and regulations promulgated by the Hotel Unit Owner.

(ii) Except for hotel services at night, the Hotel Unit Owner shall use reasonable efforts to complete, or cause to be completed, all deliveries, loading, unloading and services to the Hotel Unit subsequent to 6:00 a.m. and prior to 10:00 p.m. each day and shall use best efforts to cause delivery trucks to park only in areas designated for deliveries and subsequent to 6:00 a.m. The Hotel Unit Owner shall not damage, alter or injure in any way any portion of the Common Elements.

(iii) Use of the easements established herein shall not unreasonably interfere with the occupancy of the Hotel Unit and Hotel Limited Common Elements by the Hotel Unit Owner or its Permitted Users.

(b) **Insurance.**

The Hotel Unit Owner shall, at no expense to the Association, maintain or cause to be maintained adequate commercial general liability insurance with a reputable insurance company or companies with minimum amounts of [] Dollars (\$.00) combined single limit broad form bodily injury, personal injury and property damage liability, insuring such Hotel Unit Owner against any claims, demands, losses, damages, liabilities and expenses relating to use of the Hotel Unit and the business operations therefrom. The Association, Declarant and any management company employed by Association with respect to the Project shall be named as additional insureds. The Hotel Unit Owner shall, at no expense to the Association, obtain and maintain or cause to be obtained and maintained, builder's risk insurance as the Association may reasonably require and covering any work which such Hotel Unit Owner may undertake, or have undertaken, with respect to the Hotel Unit. If the Hotel Unit Owner fails to maintain, or cause to be maintained, the insurance described in this subsection (e), the Association may maintain the same on behalf of such Hotel Unit Owner. Any premiums paid by the Association with respect to such insurance, plus an administrative charge of five percent (5%) of such premiums, shall be charged to the Hotel Unit Owner.

(c) **No Increased Insurance.** The Hotel Unit Owner shall not do or place, or allow its Permitted User to do or place, anything in the Hotel Unit, upon its Limited Common Elements, if any, or upon any other portion of the Covered Property which will increase the cost of insurance payable by the Association without the prior written consent of the Board; provided, however, that it is expressly acknowledged that the Hotel Unit may be utilized for its intended use and that such use, in the ordinary course of business, shall not be disallowed by this provision nor require the prior written consent of the Board. The Hotel Unit Owner shall not permit anything to be done or kept in its Hotel Unit, or do or place anything upon its Limited Element, or any other portion of the Covered Property, which would result in the cancellation of insurance of the Association.

Article 7

ASSOCIATION, VOTING AND MANAGEMENT

Section 7.1 Association.

(a) **Membership in Association.** Each Owner, including Declarant, shall automatically, upon becoming an Owner, become a Member of the Association and shall remain a Member thereof until he or she ceases to be an Owner.

(b) **Membership Rights and Duties.** Each Member shall have the rights, duties and obligations set forth in this Declaration and the other Governing Instruments, as said documents may be amended from time to time.

(c) **Transfer of Membership.** The membership of each Owner in the Association is appurtenant to and inseparable from his or her ownership of a Unit and shall be automatically transferred upon any authorized assignment or transfer of the ownership of a Unit

to any assignee or transferee and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Unit. Any attempt to make a prohibited transfer shall be void.

(d) **Quorum.** Except as may otherwise be provided in the Governing Instruments, the presence, in person or by proxy, of Members representing not less than twenty five percent (25%) of the total voting power of the Members shall constitute a quorum at all meetings of the Association; provided however, that for the purposes of approving any increase in Assessments and approval of Special Assessments, the presence, in person or by proxy, of Members representing not less than fifty percent (50%) of the voting power residing in Members of the Association shall constitute a quorum. In the event a quorum is not present at any Association meeting, no business shall be conducted and the meeting shall be adjourned without fixing a date for a future meeting or action.

(e) **Voting and Types of Membership.**

(i) **Classes of Membership.** The Association shall have two (2) classes of voting membership:

1) **Class A:**

Class A Members shall be all Owners of a Cottage Unit and the Hotel Unit except Declarant, and each Owner shall be entitled to its Proportionate Share of voting percentage per Unit owned. When more than one (1) person is the Owner of a Unit, all such persons shall be Members; provided, however, that in no event shall more than the number of votes allowed per Unit be cast with respect to any Unit except as set forth below.

2) **Class B:**

Class B Members shall be the Declarant, which shall be entitled to its Proportionate Share of voting percentage for each Unit owned by Declaration, multiplied by three (3). Pursuant to Section 5 below, Class B membership shall cease and Declarant's membership shall be converted to Class A membership.

3) **Class B Termination Date:**

The Class B Termination Date ("**Conversion Date**") shall be the soonest of: i) three (3) years from the date of the initial conveyance of a Unit to a purchaser in the Covered Property; or ii) thirty (30) days after the conveyance of seventy-five percent (75 %) of the Proportionate Share in the Common Elements to third-party purchasers. Prior to the conveyance of twenty-five percent (25 %) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least twenty-five percent (25%) of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the interest in the Common Elements to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect at least thirty-three-and-one-third percent (33 1/3%) of the Board of Directors. Not later than forty-five (45) days after the Conversion Date, the

Association shall hold a meeting and the Owners shall elect an executive board of Directors and Officers of the Association, as provided in Section 7.1(e)(iv). The Directors and Officers shall take office upon election.

4) **Member Voting Rights Related to Expenses.**

All applicable membership class(es) shall vote on all issues related to General Common Expenses. By accepting a Deed to a Cottage Unit, a Cottage Unit Owner acknowledges that the majority of the Covered Property is comprised of the Hotel Unit and the Hotel Limited Common Elements, decisions with respect to the staffing, maintenance and operation thereof will be made by the Owner of the Hotel Unit or the Hotel Manager on the owner of the Hotel Unit's behalf, and not by the Board, and therefore, neither the Board nor the Cottage Unit Owners will have any right to participate in or control decisions with respect to the same. Further, pursuant to any Hotel Management Agreement in place from time to time with respect to the Hotel, the Hotel Manager may have the right to substantially control the decoration, appearance and management of the Hotel, and the hiring, retention and dismissal of Hotel staff, as well as the design and appearance of staff uniforms and other aspects of operation of the Hotel within the Covered Property.

(ii) **Joint Owners Disputes.** The vote for each Unit must be cast as one unit, and fractional votes from joint Owners shall not be allowed. In the event that the joint Non-Declarant Owners of a Unit are unable to agree among themselves as to how their votes shall be cast, they shall lose their right to vote on the matter in question. If any Non-Declarant Owner or Non-Declarant Owners cast a vote representing a Unit, it will thereafter be conclusively presumed for all purposes that he or they were acting with the authority and consent of all Owners of the same Unit. In the event more than the allocated votes are cast for a particular Unit owned by a Non-Declarant Owner, none of said votes shall be counted and said votes shall be deemed void.

(iii) **Approval Requirements.** All Members of the Association shall be entitled to vote on all matters affecting the Covered Property which are required by the Declaration to be submitted to the vote of the Members. Except as may otherwise be provided in the Governing Instruments, a bare majority present and constituting a quorum of the voting power residing in Members, in person or by proxy, shall prevail on any matter to be voted on.

(iv) **Board of Directors.** In addition to the requirements stated in Section 7.1(e)(i)(3), the affairs of the Association shall be governed by a Board of Directors. Except for matters reserved to the Association Members or Owners under Wisconsin Statutes, the Declaration, or the Bylaws, all policy and operational decisions of the Association, including interpretation of the Governing Instruments, Bylaws, rules, and other documents relating to the Condominium or the Association, shall be made by the Board of Directors. Voting for members of the Board shall be by secret written ballot. The Owner of the Hotel Unit shall appoint four (4) members of the Board who shall serve for three (3) year terms, and the Cottage Unit Owners shall elect one (1) member of the Board, who shall serve for a one (1) year term. One director may be a non-Owner. The rest must

be a Member of the Association or a representative of Declarant designated by Declarant. Subject to Wisconsin Statutes, the Board shall consist of the persons appointed by Declarant until the first annual meeting of the Association. Thereafter, the Board shall be elected by the Members and Declarant; provided, however, that Declarant shall have the right to appoint a majority of directors on the Board until the Conversion Date. Furthermore, any director appointed by the Declarant shall serve until such time as the Declarant appoints a replacement director or until his or her successor has been qualified and duly elected by the Members of the Association, pursuant to the provisions hereof. Notwithstanding anything to the contrary herein, a director who has been elected to office solely by the vote of the Members other than Declarant may be removed from office prior to the expiration of his or her term of office only by the vote of at least a simple majority of the voting power residing in Members other than Declarant.

(v) **Consent of Super Majority.** Notwithstanding anything to the contrary herein, Consent of a Super-Majority of Members (as defined in **Exhibit A**) shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use any Association Assessments for litigation.

(vi) **Commencement of Voting Rights.** Voting rights attributable to the Units shall not vest until Assessments have been levied in accordance with the provisions of Article VIII below.

Section 7.2 **Declarant's Reserved Rights.**

(a) **Action Subject to Declarant's Reserved Rights.** Declarant shall have the right to approve any proposed amendments to this Declaration which affect Declarant's rights.

Article 8

MANAGEMENT

Section 8.1 **Powers and Duties Generally.** The maintenance and repair of the Common Elements (including the Limited Common Elements) and Common Furnishings, and any alterations or additions thereto, shall be vested in the Association. The Association, acting alone (through the Board, its officers, or other duly authorized representatives) may, subject to the provisions of the Governing Instruments, exercise any and all rights and powers herein enumerated and, except as specifically limited herein, all the rights and powers of a nonprofit mutual benefit corporation under the laws of the State of Wisconsin.

Section 8.2 **Specific Powers and Duties of the Association.** The Association shall have the power and the duty to maintain and repair the Common Elements (including Limited Common Elements), to acquire (by lease or purchase), maintain, repair and replace the Common Furnishings, if any, to levy, collect, and enforce the Assessments enumerated in this Declaration, and to pay, as agent, the expenses and costs enumerated in this Declaration. The following specific

powers and duties are in amplification and not limitation of the foregoing general powers and duties.

(a) **Bank Accounts.** The Association shall have the power and duty to deposit all funds collected from Owners by the Association in connection with its rights and duties hereunder as follows:

(i) The Association shall establish as a minimum the following accounts into which shall be deposited all funds paid to the Association and from which disbursements shall be made, as provided in this Declaration: i) a General Account and ii) a Reserve Account. Association accounts may be established as trust accounts at a banking or savings institution.

(ii) All funds shall be initially deposited in the General Account. Funds deposited in the General Account may be used by the Association only for the purposes for which such funds have been collected.

(iii) Within thirty (30) days after deposit in the General Account any Reserve Expenses shall be deposited in the Reserve Account. The Association shall keep accurate books and records reflecting the amount in each account attributable to each Owner. Funds deposited in the Reserve Account shall be held in trust and, except as otherwise provided for in this Declaration, may be used by the Association only for the specific purposes for which such funds have been collected, which purposes shall be limited to the repair, restoration, replacement, or maintenance of, or litigation involving the repair, restoration, replacement, or maintenance of Major Components. Interest, if any, earned on funds deposited in a Reserve Account shall be accumulated therein and shall be used only for payment of Reserve Expenses and any taxes incurred by the Association as a result of the earning of such interest.

(b) **Budget and Annual Report.**

(i) Not less than forty-five (45) days and not more than sixty (60) days prior to the beginning of each Fiscal Year of the Association (the "**Distribution Date**"), the Board shall distribute to each Member the Budget for the upcoming Fiscal Year which shall specifically include the following items:

1) a statement of estimated revenue and expenses on an accrual basis;

2) a summary of the Association's reserves based upon the most recent review or Reserve Account Study (as defined herein below) conducted pursuant to Section 8.2.(f) below;

3) a statement as to whether the Board has determined or anticipates that the levy of one (1) or more Special Assessments will be required to repair, replace or restore any Major Component or to provide adequate reserves therefore; and

4) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs of future repair, replacement or additions to the Common Elements and the Common Furnishings.

(ii) Within one hundred and twenty (120) days after the end of each Fiscal Year, the Board shall cause to be distributed to each Member an Annual Report, that the Association shall have the right, but not the obligation, to have prepared by a Wisconsin Certified Public Accountant. Otherwise, the Annual Report shall be prepared by the Managing Agent or by an officer of the Association and shall be accompanied by the certificate of the person preparing the Annual Report that the Annual Report was prepared without audit from the books and records of the Association.

(iii) In lieu of the distribution of the Budget and Annual Report set forth in this subsection (b), the Board may elect to distribute a summary of the Budget and Annual Report to all of its Members with a written notice that the Budget and Annual Report are available at the business office of the Association or at another suitable location within the boundaries of the Covered Property and that copies will be provided upon request and at the expense of the Association. If any Member requests copies of the Budget, including the statements described in this Section, and/or the Annual Report to be mailed to the Member, the Association shall provide copies to the Member by first-class mail at the expense of the Association and mailed within five (5) business days. The Budget and Annual Report must also be made available to First Mortgagees upon their submission of a written request for it.

(iv) The Board shall take the following actions not less frequently than quarterly:

1) cause a current reconciliation of the General Account to be made and review the same;

2) cause a current reconciliation of the Reserve Account to be made and review the same;

3) review the current year's actual reserve revenues and expenses compared to the current year's Budget;

4) review the most current account statements prepared by the financial institution where the Association has its General Account and Reserve Account; and

5) review an income and expense statement for the Association's General Account and Reserve Account.

(c) **Delegation.** The Association shall have the power to delegate the authority and responsibilities of the Association hereunder to one or more agents, including, without limitation, the Managing Agent.

(d) **Filing of Civil Action.** Except as provided under Article 17, the Association shall have the duty to provide, not later than thirty (30) days prior to the filing of a civil action by the Association against the Declarant or other developer of the Covered Property for alleged damage to the Common Elements, a written notice to each Member, which notice shall specify all of the following:

- (i) That a meeting will take place to discuss problems that may lead to the filing of a civil action;
- (ii) The options, including civil actions, that are available to address the problems; and
- (iii) The time and place of such meeting.

Consent of a Super-Majority of Members shall be required in order to commence an action by the Association against the Declarant or other developer of the Covered Property and for the Association to use Association accounts holding Assessments.

Notwithstanding the foregoing, if the Association has reason to believe that the applicable statute of limitations will expire before the Association files the civil action, the Association may give the notice described in this subsection within thirty (30) days after the filing of the action.

(e) **Inspection of Books and Records.**

(i) The Association shall have the power and duty to open, at any reasonable time during usual business hours, the books and records of the Association for inspection by any Member or Declarant's Mortgagee upon the written demand by such Member or Declarant's Mortgagee; provided, however, that the Association shall be obligated to open its books and records for inspection by a Member only if the Member requests such inspection for a purpose reasonably related to the Member's interests as a Member. The inspection may be made in person or by an agent or attorney and shall include the right to copy and make extracts.

(ii) The Board shall have the power and duty to establish reasonable rules with respect to (A) notice to be given to the custodian of records by the person desiring to make the inspection; (B) hours and days of the week when such an inspection may be made; and (C) payment of the cost of reproducing copies of documents requested by a Member or Mortgagee.

(iii) Each director of the Association shall have the absolute right at any time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director of the Association includes the right to make extracts and copies of documents.

(f) **Maintenance of Adequate Reserves.**

(i) At least once every three (3) years after the first sale of a Unit, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the Major Components which the Association is obligated to repair, replace, restore, or maintain as part of a study (the "**Reserve Account Study**") of the Reserve Account requirements of the Covered Property if the current replacement value of the Major Components is equal to or greater than one-half (1/2) of the gross Budget of the Association which excludes the Reserve Account for that period. The Board shall review the Reserve Account Study annually and shall consider and implement necessary adjustments to the Board's analysis of the Reserve Account requirements as a result of that review. The Reserve Account Study shall at a minimum include the following:

1) Identification of the Major Components which the Association is obligated to repair, replace, restore, or maintain which, as of the date of the Reserve Account Study, have a remaining useful life of less than thirty (30) years;

2) Identification of the probable remaining useful life of the Major Components as of the date of the Reserve Account Study;

3) An estimate of the cost of repair, replacement, restoration, or maintenance of the Major Components during and at the end of their useful life;

4) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the Major Components during and at the end of their useful life, after subtracting total funds in the Reserve Account as of the date of the Reserve Account Study;

5) The current amount of accumulated cash in the Reserve Account actually set aside to repair, replace, restore or maintain the Major Components; and

(ii) The percentage that accumulated cash in the Reserve Account actually set aside is of the current estimate of cash reserves necessary to repair, replace, restore or maintain the Major Components

(iii) The Board may authorize the temporary transfer of money from the Reserve Account to the Association's General Account to meet short-term cash flow requirements or other expenses, provided the Board has made a written finding, recorded in the Board's minutes, explaining the reasons that the transfer is needed, and describing when and how the money will be repaid to the Reserve Account. The transferred funds shall be restored to the Reserve Account as soon as practicable and in no event later than one (1) year after the date of the initial transfer, except that the Board may, upon making a finding supported by documentation that a temporary delay would be in the best interests of the Covered Property, temporarily delay the restoration. The Board shall exercise prudent fiscal management in maintaining the integrity of the Reserve Account, and shall

not authorize the expenditure of any funds from the Reserve Account for uses other than the repair, restoration, replacement or maintenance of the Common Elements or Common Furnishings for which the Reserve Account was established which cumulatively exceeds five percent (5%) of the budgeted Common Expenses for the current Fiscal Year without concurrently authorizing a Special Assessment which will restore reserves to adequate levels as determined by the Reserve Account Study.

(iv) When a decision is made to use funds from the Reserve Account or to temporarily transfer money from the Reserve Account to pay for litigation, the Association shall notify the Members of that decision in the next available mailing to all Members and of the availability of an accounting of those expenses. The Association shall make an accounting of expenses related to the litigation on at least a quarterly basis, and such accounting shall be made available for inspection by Members at the Association's office.

(g) **Insurance.**

(i) **Insurance to be Obtained.**

1) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against loss or damage to the Common Elements and Common Furnishings, including, without limitation, machinery used in the service of the Covered Property, by fire and other risks and hazards customarily covered by an insurance policy written on an all risk basis, including, to the extent available at a reasonable cost, earthquake insurance. The stipulated amount of such insurance shall be based on the full replacement cost thereof at the time and place of loss, and the Association shall either (i) annually update such stipulated full replacement cost amount to reflect the then-current estimated full replacement cost thereof, or (ii) procure and maintain an endorsement which provides for full reimbursement for the actual cost of repair or replacement thereof, without deduction for depreciation.

2) The Association shall have the power and duty to obtain and pay the cost of, on and after the Starting Date, insurance against hazards such as burglary and theft covering the Common Furnishings.

3) The Association shall procure: (i) insurance for loss due to claims for bodily injury, death and property damage with a combined single limit liability with regard thereto of not less than \$1,000,000.00 per occurrence, and (ii) maintain one (1) or more umbrella liability insurance policies against loss or damage due to claims for personal injury, death and property damage with a limit with regard thereto of not less than \$5,000,000.00 per occurrence. The Association may obtain, to the extent available at a reasonable cost, insurance against loss or destruction of personal property belonging to the Association located within the Covered Property.

4) The Association shall have the power and duty to obtain and pay the cost of, to the extent available at a reasonable cost, directors' and officers' liability

insurance, workers' compensation insurance, automobile liability and any other insurance deemed necessary or desirable by the Association. Such other policies of insurance shall cover such risks, be written by such insurers, and be in such amounts as the Association shall deem necessary and proper under the circumstances. The Association shall cause to be covered by a fidelity bond or insurance providing for a blanket crime endorsement, any employee or agent of the Managing Agent or the Association who may have charge of funds of any Owner or Permitted User or of the Association. The loss coverage under any such bond or policy shall not be less than the maximum amount of funds of the Association over which the principals under the bond or policy may reasonably be expected to have control or access at any time.

All insurance policies obtained by the Association hereunder shall name all Owners (as a class), all Association directors and officers, and Declarant (individually) as named insureds. Liability insurance shall contain appropriate waivers of subrogation against any Owner or member of such Owner's household, and a provision that no act or omission by an Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or operate as a condition to recovery by any other person under such policy.

(ii) **Distribution of Insurance Summary.**

1) Within sixty (60) days preceding the beginning of the Association's Fiscal Year, the Board shall prepare and distribute to each Member a summary (the "**Insurance Summary**") of the Association's property, general liability, and earthquake and flood insurance policies, which Insurance Summary shall include all of the following information about each policy: a) the name of the insurer, b) the type of insurance, c) the policy limits of the insurance, and d) the amount of deductibles, if any.

2) The Insurance Summary shall contain, in at least 10-point boldface type, the following statement: "This summary of the Association's policies of insurance provides only certain information as required by applicable law, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association Member may, upon request and provision of reasonable notice, review the Association's insurance policies, and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies may not cover your property, including personal property or, real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association Members should consult with their individual insurance broker or agent for appropriate additional coverage."

3) The Board shall, as soon as reasonably practical, notify each Member by first-class United States mail if any of the policies described in this subsection have lapsed, been canceled and are not immediately renewed, restored or replaced, or if there is a significant change, such as a reduction in coverage or limits or an increase in the

deductible, for any of those policies. If the Association receives any notice of nonrenewal of a policy described in this subsection, the Association shall immediately notify its Members if replacement coverage will not be in effect by the date the existing coverage will lapse.

4) To the extent that any of the information to be disclosed pursuant to this subsection is specified in the insurance policy declaration page, the Board may meet its obligation to disclose that information by making copies of that page and distributing it to all of the Members.

(h) **Legal and Accounting.** The Association shall have the power to obtain and pay the cost of legal and accounting services necessary or proper in the maintenance and repair of the Common Elements and Common Furnishings and the enforcement of the Governing Instruments.

(i) **Levy and Collection of Assessments.** The Association shall have the power, and shall have the duty to take such action as the Board deems reasonable, (i) to levy, collect and enforce Assessments against the Owners in the manner provided in Article VIII hereof in order to pay the expenses of maintaining and repairing the Common Elements and Common Furnishings (including the fee of the Managing Agent), and (ii) to do all things necessary to enforce each Owner's obligations hereunder, including Owner use limitations

(j) **Maintenance and Repair.** The Association shall have the power, and to the extent deemed necessary or proper by the Board for the maintenance and repair of the Common Elements and Common Furnishings, the duty to perform the maintenance and repair obligations set forth on **Exhibit C** attached hereto, as may be amended by Declarant in its sole discretion from time to time.

(k) **Minutes, Agenda and Policies.** The Association shall have the power and duty to provide each Owner with (i) a copy of the minutes of Board meetings within thirty (30) days following the date of such meeting upon request and upon reimbursement of the Association's reasonable cost to copy and distribute, (ii) a list of the orders of business to be considered at the annual meeting of Members not later than thirty (30) days prior to the date for such meeting, which list shall contain the name, address and a brief biographical sketch (if available) of each Member nominated to stand for election to the Board, and (iii) within sixty (60) days prior to the beginning of each Fiscal Year, a copy of the Association's enforcement policies and practices, if any.

(l) **Other Necessary Acts.** The Association shall have the power to do all other things or acts deemed by the Association to be necessary, desirable or appropriate for the maintenance, repair and replacement of the Common Elements (including the Limited Common Elements) and Common Furnishings.

(m) **Right of Entry.** The Association shall have the right, at any reasonably necessary time, whether or not in the presence of an Owner, to enter upon any Unit for the purpose of (i) making emergency repairs therein, (ii) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity being conducted or maintained in such Unit, (iii) protecting the

property rights and welfare of any Owner or Permitted User, or (iv) for any other purpose reasonably related to the performance by the Association of its duties and obligations under the terms of this Declaration. Such right of entry shall be exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use and enjoyment of the rightful occupant of such Unit and shall be preceded by reasonable notice to such occupant whenever the circumstances permit. Any action taken by the Association pursuant to the foregoing provisions of this subsection must be reasonably related to the performance by the Association of its responsibilities under the terms of this Declaration. The Association shall further have the authority to lease or to grant licenses or concessions with respect to all or part of the Common Elements other than Limited Common Elements; provided, however, that any charges levied against the general public for any particular facilities shall not be less than charges levied against the Owners for the same use of the same facilities.

(n) **Roster.** The Association shall have the power and duty to compile a listing of the names and addresses of Members (“**Roster**”). Upon the written request of an Owner stating the purpose for which the request is made, the Association shall furnish such Owner with a copy of the Roster and may charge such Owner a reasonable fee therefor. Each Owner who requests and receives a copy of the Roster hereby agrees not to make any use of the Roster prohibited by Wisconsin Statutes (including, without limitation, use of the Roster to solicit money or property or for any other commercial purpose) or to distribute a copy of the Roster to any person who is not an Owner or for any purpose unrelated to any Owner’s interest as an Owner and Member. Any Owner who uses or distributes the Roster in a manner prohibited under this subsection shall, in addition to all other rights, powers and remedies available to the Association under this Declaration, be subject to all of the liabilities imposed under Wisconsin Statutes, and agrees to indemnify and defend the Association, the Board and the Managing Agent against and to hold the Association harmless from any and all claims arising from or related to such Owner’s prohibited use of the Roster.

(o) **Rules and Regulations.** The Association shall have the power and duty to adopt, publish and enforce (to the extent deemed necessary and proper by the Board), from time to time, Rules and Regulations relating to the possession, use and enjoyment of the Covered Property which Rules and Regulations shall be consistent with the provisions of the Governing Instruments.

(p) **Statements of Status; Covered Property Documents.**

(i) The Association shall have the power and duty to issue a Statement of Status within ten (10) business days of the mailing or delivery of a request therefor by any Owner, Mortgagee, purchaser or other prospective transferee of a Unit. Such Statement of Status shall be binding upon the Association in favor of any person who may rely thereon in good faith.

(ii) The Association shall have the power and duty to provide a copy of the then-current Declaration, Articles, By-laws, Budget, Annual Report, Insurance Summary, Rules and Regulations, and Reservation Policies and Procedures within ten (10) business days of the mailing or delivery of a request therefor by any Owner.

(iii) The Association shall have the power to charge a fee for providing the Statement of Status and other requested documents, which fee shall not exceed the reasonable cost of preparation and/or reproduction thereof.

(q) **Taxes and Assessments.** The Association shall have the power and duty to pay all taxes and assessments and other costs affecting or relating to the Covered Property or the Common Furnishings not otherwise directly assessed against each Owner and shall have the power to discharge, contest or protest liens or charges affecting the Covered Property.

(r) **Utilities.** The Association shall have the power and duty to obtain and pay the costs of water, electrical, telephone, cable television, high speed internet access, gas, refuse pick-up, garbage disposal and other utility services for the Cottage Units, Common Elements and Limited Common Elements.

Section 8.3 Commencement of Assessments. Assessments shall commence on all Units on the first business day of the first calendar month following the first Close of Escrow, including any Units that are model units. Assessments of fractions of a month shall be prorated. Declarant or Non-Declarant Owners shall pay its' full Proportionate Share of the Assessment on all unsold Units for which Assessments have commenced. The Board shall fix the amount of the Assessment against each Unit at least thirty (30) days in advance of each Assessment period. However, unless otherwise established by the Board, the initial Assessments shall be assessed in accordance with the most recent Budget on file with and approved by the Association. Written notice of any change in the amount of any Assessment shall be sent via first-class mail to every Owner subject thereto not less than thirty (30) nor more than sixty (60) days before the increased Assessment becomes due.

Section 8.4 Apportionment of Assessments. Regular Assessments and Special Assessments shall be assessed against the Owners and their Units based on such Owner's Proportionate Share. The Board may determine that funds less than one hundred fifty percent (150%) of the current Fiscal Year's Budget (excluding Reserve Expenses) in the General Account at the end of the Fiscal Year be retained and used to reduce the following Fiscal Year's Assessments. If there is a dissolution of the Association, any amounts remaining in the General Account or Reserve Account shall be distributed to or for the benefit of the Owners in the same proportions as such funds were collected from the Owners. Notwithstanding anything to the contrary herein, Regular Assessments and Special Assessments shall be waived with respect to the Declarant, to the extent described in the Subsidy Agreement and during the term of such Subsidy Agreement.

Section 8.5 Authority and Duty to Engage Managing Agent. The Association shall have the authority to engage and the obligation to use its best efforts to engage and maintain a reputable firm as the Managing Agent for the Covered Property pursuant to a Management Agreement, in compliance with Wisconsin Statutes and applicable law. The initial term of the Management Agreement shall be for three (3) years and shall automatically renew for successive one (1) year terms. The Association Consent of a Majority of Owners may determine not to renew the Management Agreement upon the provision of not less than ninety (90) days written notice prior to the first, second or third anniversary of the commencement of the Management Agreement,

or the expiration of any applicable successive one (1) year term thereafter, or upon the happening of one of the following events, which shall constitute "cause":

- (a) proceedings in insolvency, bankruptcy, receivership, liquidation or taking against the Managing Agent;
- (b) if the Managing Agent makes an assignment for the benefit of its creditors or commits any action of bankruptcy under applicable law;
- (c) if the Managing Agent assigns the Management Agreement or any rights approving hereunder to any person without the prior written consent of the Board;
- (d) if the Managing Agent fails to substantially perform its duties and obligations under the Management Agreement for a continuous period of ninety (90) days after written notice of default under the Management Agreement from the Board specifying the default complained of; or
- (e) by mutual consent in writing by the Association and the Managing Agent.

In the event of termination as described in subparagraphs (a) through (e), if requested by the Managing Agent, then said termination shall be subject to arbitration in accordance with the American Arbitration Act.

The Managing Agent shall have at a minimum, the caliber of qualifications as the manager of the Hotel.

Section 8.6 Limitation on Powers of the Board. In addition to the limitations and restrictions enumerated in the Articles of Incorporation and By-laws or elsewhere provided for herein, and without limiting the generality thereof, the Members may, by special resolution, restrict the borrowing powers of the Directors, but a restriction so imposed expires at the next annual general meeting.

Section 8.7 Limited Liability. Neither the Association nor the Managing Agent shall be responsible for the acts, omissions or conduct of any Owner or Permitted User or for the breach of any of the obligations of any Owner or Permitted User.

Section 8.8 Standard of Care, Nonliability.

(a) **Scope of Powers and Standard of Care.**

(i) **General Scope of Powers.** Rights and powers conferred on the Board, the Owners, or other committees or representatives of the Association by the provisions of this Declaration are not duties, obligations or disabilities charged upon those persons unless the rights and powers are explicitly identified as including duties, obligations or disabilities in the provisions of this Declaration or in applicable law. Unless a duty to act is imposed on the Board, Owners, or other committees or representatives of the Association by the Governing Instruments or applicable law, the Board, Owner and the

committees have the right to decide to act or not act. Any decision to not act is not a waiver of the right to act in the future.

(ii) **Business Affairs.** This subsection applies to Board member actions in connection with management, personnel, maintenance and operations, insurance, contracts and finances. Each Board member shall perform the duties of a Board member in good faith, in a manner such Board member believes to be in the best interests of the Association and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. When performing his or her duties, a Board member is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

1) One or more officers or employees of the Association whom the Board member believes to be reliable and competent in the matters presented;

2) Counsel, independent accountants or other persons as to matters which the Board member believes to be within such person's professional or expert competence; or

3) A committee of the Board upon which the Board member does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

4) This subsection is intended to be a restatement of the business judgment rule established in applicable law as it applies to the Association. All amendments, modifications, restatements and interpretations of the business judgment rule applicable to the Association shall be interpreted to amend, modify, restate or interpret this subsection.

(iii) **Association Governance.** This subsection applies to Board actions, and other committee decisions in connection with interpretation and enforcement of the provisions of this Declaration, architectural and landscaping control, regulation of uses within the Covered Property, rule making and oversight of committees. Actions taken or decisions made in connection with these matters shall be reasonable, fair and nondiscriminatory.

(b) **Nonliability.**

(i) **General Rule.** No person is liable to any other person (other than the Association or a party claiming in the name of the Association) for injuries or damage resulting from such person's acts or omissions when the acts or omissions are within what the person reasonably believed to be the scope of the person's Association duties ("Official Acts"), except to the extent that injuries or damage result from the person's willful or

malicious misconduct. No person is liable to the Association (or to any party claiming in the name of the Association) for injuries or damage resulting from such person's Official Acts, except to the extent that such injuries or damage result from such person's willful or malicious misconduct. The Association is not liable for damage to property in the Covered Property unless caused by the negligence of the Association, the Board, the Owners, the Association's officers, the Managing Agent or the Managing Agent's staff.

(ii) **Nonliability of Volunteer Board Members and Officers.** A volunteer Board member or volunteer Association officer shall not be personally liable to any person who suffers injury, including without limitation, bodily injury, emotional distress, wrongful death or property damage or loss as a result of the tortuous act or omission of the volunteer officer or Board member if they act within their scope of duty, in good faith without willful, wanton or gross negligence and the Association carries reasonable levels of general liability and director and officer coverage for comparable condominium owners' associations.

Section 8.9 Enforcement of Certain Bonded Obligations. If (i) the Improvements located on the Covered Property are not completed by the Declarant prior to the marketing or sale of the Cottage Units to the public, and, (ii) the Association is the obligee under a bond, letter of credit or other arrangement ("**Bond**") required by a governmental department or agency to secure performance of the Declarant's commitment to complete the Improvements, the following provisions of this Section will be applicable:

(a) **Board Action.** The Board shall consider and vote on the question of Association action to enforce the obligations under the Bond with respect to any such Improvement for which a notice of completion ("**Notice of Completion**") has not been filed, within sixty (60) days after the completion date specified for that Improvement in the planned construction statement appended to the Bond. If the Association has given an extension in writing for the completion of any Improvement, the Board shall consider and vote on the aforesaid question if a Notice of Completion has not been filed, within thirty (30) days after the expiration of the extension.

(b) **Owner Action.** A special meeting of Owners, for the purpose of voting to override a decision by the Board not to initiate action to enforce the obligations under the Bond or on the Board's failure to consider and vote on the question, shall be held no fewer than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of a petition for such a meeting signed by Owners representing in the aggregate not less than twenty percent (20%) of the Association total voting power. A vote of Owners representing a Super Majority of the Association voting power, to take action to enforce the obligations under the Bond shall be deemed the Association's decision, and the Board must thereafter implement this decision by initialing and pursuing appropriate action under Article XV of this Declaration in the Association's name.

Article 9

ASSESSMENT AND COLLECTION OF ASSESSMENTS

Section 9.1 Creation of Personal Obligations For Assessments. From and after the Starting Date, Declarant, for each Unit owned by Declarant, hereby covenants, and each Owner of a Unit, by acceptance of the conveyance thereof, whether or not it shall be so expressed in the Original Deed, shall be deemed to have covenanted and agreed, for each such Unit owned, to pay to the Association all Assessments which shall be established according to the Proportionate Share, made and collected as hereinafter provided. The Assessments, together with interest thereon, costs and reasonable attorneys' fees, shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which such Assessment is made. Except as otherwise provided in this Declaration, the personal obligation for Delinquent Assessments shall not pass to successors-in-title unless expressly assumed. No Owner may waive or otherwise avoid liability for the Assessments by non-use of his or her Unit or any part thereof or any abandonment thereof.

Section 9.2 Purpose of Assessments. Assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Owners, to maintain, repair and improve the Common Elements and Common Furnishings, and to reimburse expenses incurred by the Association and other expenditures incurred in the performance of the duties of the Association as set forth in this Declaration.

Section 9.3 Increase and Reduction of Budget.

(a) In the event of deannexation pursuant to Article XII, the Board shall, not later than sixty (60) days following the Deannexation Date, cause to be prepared a supplemental Budget showing a decrease in the Common Expenses for the applicable Fiscal Year attributable to the deannexation of Common Elements from the Covered Property caused by such deannexation, all prorated for the remainder of the Fiscal Year from such Deannexation Date.

(b) If the Board shall determine at any time during the Fiscal Year that the Budget is, or will be, in excess of the amounts needed to meet the Common Expenses (other than Reserve Expenses) but less than one hundred fifty percent (150%) of the amounts needed to meet the Common Expenses (other than Reserve Expenses) for such Fiscal Year, the Board shall have the authority, exercisable in its sole discretion, to cause to be prepared an estimate of the amount of such excess, which excess shall then be subtracted from the previously prepared Budget for the Fiscal Year to which such excess is applicable. The Common Expenses reflected in the reduced total Budget shall then be allocated among the Unit Owners. Except as may be determined by the Owners on an annual basis, (i) no Unit Owner shall, by reason of such reduction, be entitled to a refund of all or any portion of any Regular Assessment previously paid, and (ii) each Unit Owner hereby agrees that any amount assessed and collected in excess of the amount required to meet the Common Expenses (other than Reserve Expenses) shall be applied to reduce the amount assessed to meet the Common Expenses for the next succeeding Fiscal Year. Any reduction in the Budget, as provided herein, shall not relieve any Unit Owner from his or her obligation to pay any past due Regular Assessment. Notwithstanding the above, the Board shall have the obligation to return to

Owners any funds retained in the General Account in excess of one hundred fifty percent (150%) of the current Fiscal Year Budget (not including Reserve Expenses) in the same proportions as such funds were collected from the Owners but excluding any amounts contributed by Owners to the Association as an initial capital contribution.

Section 9.4 Regular Assessment. (a) Regular Assessments are calculated for each Owner in accordance with each Owner's Proportionate Share, based on the Budget adopted by the Board in accordance with this Declaration. The initial Regular Assessment for each Unit may be prorated between the Declarant and the grantee thereof as more particularly provided in the Williams Bay Offer Form for such Unit. Assessments shall commence as to each Unit as specified in Section 8.3. Except as otherwise provided in this Declaration, without the Consent of a Majority of Members, the Regular Assessments for any applicable Fiscal Year subsequent to the first Fiscal Year shall not exceed one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (without regard to any increase or decrease in the Budget as set forth in Section 9.3 above). The Association shall provide notice in the manners provided in this Declaration to the Owners of any increase in Regular Assessments not less than thirty (30) nor more than sixty (60) days prior to the increased Regular Assessment becoming due.

(b) Notwithstanding the foregoing, Regular Assessment increases shall not be limited to one hundred and twenty percent (120%) of the Regular Assessments for the preceding Fiscal Year (i) in the event of a Regular Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

- (i) an extraordinary expense required by court order;
- (ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered; or
- (iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment.

Section 9.5 Payment of Regular Assessment. The Regular Assessment shall be paid as follows:

(a) Each Non-Declarant Owner, for each Cottage Unit owned by such Owner, shall pay to the Association, for the Fiscal Year in which such Non-Declarant Owner acquired such Cottage Unit, the Regular Assessment for each such Cottage Unit as provided in the Williams Bay Offer Form between such Owner and Declarant.

(b) For each Fiscal Year thereafter, such Non-Declarant Owner shall pay the Regular Assessment with respect to each Cottage Unit which he or she owns to the Association either (A) in one lump sum due on or before the date determined by the Board, or (B) in

installments payable no more frequently than monthly. Whether such Regular Assessment is paid through the method provided in (A) or (B) of the foregoing sentence shall be at the Association's sole discretion.

(c) For each Fiscal Year, Declarant, with respect to each Cottage Unit owned by Declarant, shall pay to the Association the Regular Assessment in twelve (12) equal monthly installments, commencing on January 1 of each Fiscal Year and continuing on the first day of each month thereafter until paid; provided, however, that upon conveyance of a Cottage Unit owned by Declarant by Original Deed, the Regular Assessment attributed thereto shall be paid as set forth for Non-Declarant Owners.

(d) The Hotel Unit Owner shall pay the Regular assessment to the Association in installments payable no more than frequently than quarterly.

(e) That portion of the Regular Assessment which is attributable to Reserve Expenses shall be deposited in the Reserve Account.

Section 9.6 Special Assessments.

(a) If the Regular Assessments collected or to be collected for a particular Fiscal Year are, or will be, inadequate to meet the Common Expenses of the Association for any reason, the Association shall immediately determine the approximate amount of such inadequacy (the "Shortfall"), prepare and distribute a supplemental budget and levy against each Unit a Special Assessment as set forth below in this Section 9.6. The Special Assessment for each Unit shall be determined in the same method as used to determine the Regular Assessment.

(b) Notwithstanding the provisions of the foregoing subsection (a), without the Consent of a Majority of Members, that portion of the Special Assessments attributable to the Shortfall shall not, in the aggregate in any particular Fiscal Year, exceed five percent (5%) of Common Expenses for such Fiscal Year. Notwithstanding the foregoing, Special Assessments shall not be limited to five percent (5%) of Common Expenses in any particular Fiscal Year (i) in the event of a Special Assessment levied to replace funds temporarily transferred out of the Reserve Account, or (ii) in the case of any of the following "emergency situations":

(i) an extraordinary expense required by court order;

(ii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings where a threat to personal safety is discovered;

(iii) an extraordinary expense for repair or maintenance of the Common Elements or Common Furnishings which expense could not have been reasonably foreseen in preparing the Budget; provided, however, that prior to imposition of such an assessment, the Board shall make written findings as to the necessity of the expense and why such expense could not have been reasonably foreseen and such findings shall be distributed to the Members with the notice of assessment; or

(iv) an extraordinary expense in making the first payment of the earthquake insurance surcharge pursuant to Wisconsin Statutes regarding insurance.

(c) The Association shall provide notice by first-class mail to the Owners of any Special Assessments not less than thirty (30) nor more than sixty (60) days prior to the Special Assessment becoming due.

(d) Any Special Assessment may be payable in one lump sum or periodically, as determined by the Association.

Section 9.7 Personal Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board may levy against any Owner or Owners, at any time and from time to time, a Personal Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of the Governing Instruments, by such Owner or Owners, their Permitted User(s), or their agents, employees or contractors. Personal Assessments may also be made by the Board for any other purposes for which this Declaration provides for the levying of a Personal Assessment. Finally, and in addition to the foregoing, a Personal Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of the Governing Instruments, but only after the Owner(s) to be so fined have been provided with notice and hearing. Personal Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Personal Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

Article 10

TERMINATION, CONDEMNATION, DAMAGE AND DESTRUCTION

Section 10.1 Damage or Destruction to Covered Property or Common Furnishings. In the event of any damage or destruction other than by ordinary wear and tear, whether resulting from an insured or uninsured casualty, to all or any portion of the Common Elements or any Common Furnishings, equipment or other personal property leased or owned by the Association, the Association shall promptly cause such to be repaired, restored or replaced as near as may be possible to its condition immediately prior to such damage or destruction. The Board shall obtain firm bids from two (2) or more responsible contractors to rebuild such damaged or destroyed Common Elements as nearly as possible to its condition immediately prior to such damage or destruction and shall accept the bid it considers most favorable. If a bid is accepted, the Board shall levy a Special Assessment on all of the Owners in accordance with the method set forth below. The amount required to make up any deficiencies between the total insurance proceeds and the contract price for such repair and rebuilding is referred to herein as the **“Reconstruction Shortfall”**. The Special Assessment for each Cottage Unit shall be determined in the same method as used to determine the Regular Assessment for each such interest.

Notwithstanding the foregoing, if the loss, damage or destruction was caused by the intentional or negligent act or failure to act of any Unit Owner or his or her Permitted User(s), the cost of such repair shall be a Personal Assessment of, and be paid by, such Owner to

the extent such loss, damage or destruction is not covered by insurance, and if caused by a Declarant Guest, the Declarant shall use reasonable efforts to collect from such person the cost of such repair to the extent such loss, damage or destruction is not covered by insurance. The insurance proceeds available to the Association on account of said damage or destruction shall be paid to the Board. All insurance monies recovered on account of such damage or destruction, less the cost, if any, of such recovery, shall be applied to the payment of the cost of repairing, replacing and rebuilding, and shall be paid out from time to time by the Board as such work progresses upon the written certification of the architect or engineer if applicable, or the contractor in charge of such work, stating that the sum requested is justly due to those persons rendering services or furnishing materials in connection with such work.

Section 10.2 Extensive Damage or Destruction; Condemnation. In the event that the Reconstruction Shortfall exceeds ten percent (10%) of the amount of Common Expenses for such Fiscal Year, the Special Assessment shall not be levied (a) prior to the Conversion Date unless the Board shall first pass a resolution approving such Special Assessment and containing written findings as to the necessity of the extraordinary expense involved and why the expense could not have been reasonably foreseen in the budgeting process and shall distribute such resolution to the Members with the notice of Special Assessment, and (b) on or after the Conversion Date without the Consent of a Majority of Members. If such Special Assessment is not so approved or if no action is taken with respect to such Special Assessment within one hundred eighty (180) days following the date of such damage or destruction or in the event the entire Covered Property shall be taken by eminent domain, this Declaration shall terminate upon the consummation of the sale of the Covered Property, and the recordation in the Official Records of an amendment stating that the Declaration has been terminated in accordance with the provisions of this Section 10.2. The proceeds arising from such sale, together with any insurance proceeds or condemnation proceeds received as a result of such damage, destruction or condemnation shall be distributed by the Association, as trustee, to each Owner, including Declarant (subject to the rights of Mortgagee as reserved in First Mortgages), pro rata in the ratio that the interior square footage of such Owner's Unit (as expressed on the Official Survey) bears to the total interior square footage of all of the Units (as expressed on the Official Survey); provided, however, there shall be deducted from the amount due any Owner, and retained by the Association, the amount, if any, of all sums due to the Association from such Owner.

Article 11

COMPLIANCE, DEFAULT AND ENFORCEMENT OF RESTRICTIONS

Section 11.1 Association.

(a) **In General.** In the event that any Owner or Owner's Permitted User(s) should fail to comply with any of the provisions of the Governing Instruments, the Association or any other Owner(s) shall have full power and authority to enforce compliance with the Governing Instruments in any manner provided for therein, by law or in equity, including, without limitation, the right to enforce the Governing Instruments by bringing an action for damages, an action to enjoin the violation or specifically enforce the provisions of the Governing Instruments, to enforce the liens provided for herein and any statutory lien provided by law, including the foreclosure of

any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of such Owner in any lawful manner. In the event the Association or any Owner(s) shall employ an attorney to enforce the provisions of the Governing Instruments against any Owner, the party engaging the attorney shall be entitled to recover from such Owner or Permitted User violating any such provisions reasonable attorneys' fees and costs in addition to any other amounts due as provided for herein. All sums payable hereunder by an Owner which become Delinquent shall bear interest at rate of twelve percent (12%) per annum from the due date, or if advanced or incurred by the Association, or any other Owner pursuant to authorization contained in this Declaration, commencing ten (10) business days after repayment is requested. Each Owner who becomes Delinquent in the payment of any amount due the Association shall pay to the Association a late charge of the greater of ten dollars (\$10.00) or ten percent (10%) of the Delinquent amount for each payment which is Delinquent. All enforcement powers of the Association shall be cumulative. Declarant and each Owner, by accepting the conveyance of a Unit, shall be deemed to have covenanted and agreed that the Association shall have all of the rights, powers and remedies set forth in this Article and elsewhere in this Declaration.

(b) **Certain Specific Enforcement Powers.** In amplification of, and not in limitation of, the general powers specified above, the Association shall have the following rights and powers:

(i) **Suspension of Privileges and Imposition of Monetary Penalties.** If any Owner or his or her Permitted User shall be in breach of the Governing Instruments, including but not limited to the failure of such Owner to pay any Assessment on or before the due date therefor, subject to the limitations hereinafter set forth in this subsection, the Association may suspend the right of such Owner to participate in any vote or other determination provided for herein, and may assess monetary penalties therefor. No such suspension or imposition of monetary penalties, except a suspension of privileges or imposition of monetary penalties for the failure of such Owner to pay any Assessments, any portion thereof or any other amount(s) due hereunder on or before the due date therefor, shall be made except after a meeting of the Board at which a quorum of the Board is present, duly called and held for such purpose in the same manner as provided in the By-laws for the noticing, calling and holding of a meeting of the Board. Written notice of such meeting, the purpose thereof, including the reasons for the suspension sought or the monetary penalties sought to be imposed, and whether the Owner's defense shall be oral or written, shall be given to the Owner whose privileges are being sought to be suspended or against whom monetary penalties are sought to be imposed at least fifteen (15) days prior to the holding of such meeting. Such notice shall be given as provided below. Such Owner shall be entitled to appear at such meeting and present his or her case, either orally or in writing, as designated by the Board, as to why his or her privileges should not be suspended or such monetary penalties should not be imposed. The decision as to whether such privileges should be suspended or such monetary penalties imposed shall be made by a majority of the members of the Board present at such meeting. Written notice of suspension, the length thereof or monetary penalties imposed and the reasons therefor shall be given to the affected Owner and the suspension or monetary penalties shall become effective five (5) business days following the date such notice is given. If such suspension

of privileges or imposition of monetary penalties is based on the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspension shall become effective upon the date of the Board's decision to suspend such privileges and such suspended privileges of such Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement, together with accrued and unpaid interest and any late charges or other monetary penalties imposed. If such suspension of privileges is based on any act or omission other than the failure of an Owner to pay Assessments or any other amount(s) due hereunder when due, the suspended privileges shall be automatically reinstated upon the expiration of the period stated in the suspension notice. Notwithstanding the foregoing, this provision shall not operate or be construed to deny or restrict ingress or egress of any Owner to his or her Unit.

(ii) **Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on each and every Unit to secure the prompt and faithful performance of each Owner's obligations under the Governing Instruments for the payment to the Association of any and all Assessments levied against any and all Units under this Declaration, together with interest thereon at the rate of twelve percent (12%) per annum or the maximum rate permitted by law, whichever is less, from the date such payment becomes Delinquent, and all late charges and costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. Prior to placing a lien upon the defaulting Owner's Unit to collect the Delinquent payment (together with interest thereon, late charges and costs of collection), the Association, or the Association's authorized representative, shall notify the defaulting Owner in writing by certified mail of the fee and penalty procedures of the Association, provide an itemized statement of the charges owed by the Owner, including items on the statement which indicate the principal owed, any late charges and the method of calculation, any attorneys' fees, and the collection practices used by the Association, including the right of the Association to the reasonable costs of collection. Any payments toward such a debt shall first be applied to the principal owed, and only after the principal owed is paid in full shall such payments be applied to interest or collection expenses. If such delinquency is not paid or default is not cured within ten (10) business days after delivery of such notice, the Association may elect to file and record a notice of default and claim of lien (a "**Notice of Default**") on behalf of the Association against the Unit of the defaulting Owner in the Official Records. Such a Notice of Default shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- 1) The name of the defaulting Owner;
- 2) The legal description of the Unit against which the assessment and other sums are levied;
- 3) The total amount of the delinquency, interest thereon, late charges, collection costs and reasonable attorneys' fees;

4) A statement that the Notice of Default is made by the Association pursuant to this Declaration; and

5) A statement that a lien is claimed and will be foreclosed against the Unit in an amount equal to the amount stated.

A copy of the Notice of Default with the recording date shown thereon, shall be sent by registered or certified mail with postage prepaid (i) to all record owners of the Unit owned by the defaulting Owner no later than ten (10) calendar days after recordation of the Notice of Default and (ii) to each Mortgagee of such defaulting Owner no later than ten (10) business days after recordation of the Notice of Default if such Mortgagee has requested a copy and furnished its name and address to the Association or has recorded in the Official Records a request for a copy of the Notice of Default in conformance with Wisconsin Statutes. The recordation of a duly executed original or copy of such Notice of Default, and mailing a copy thereof to the defaulting Owner, shall not constitute a condition precedent to nor delay the attachment of the lien. The lien claimed in such a Notice of Default shall attach to the Unit from and after the time of recordation of such Notice of Default. After the expiration of thirty (30) days following the recordation of the Notice of Default, the lien claimed in such Notice of Default may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a Mortgage by exercise of a power of sale contained therein or in the manner provided by law for the enforcement of a judgment as the laws of the State of Wisconsin may from time to time be changed or amended. The Association shall have the power to bid at any foreclosure sale or judgment sale. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law.

The proceeds of any foreclosure or judgment sale provided for in this Declaration shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, title costs and costs of the sale, and all other expenses of the proceedings and sale, and the balance of the proceeds, after satisfaction of all charges, monetary penalties and unpaid Assessments hereunder or any liens, and subject to the rights of any Mortgagee, shall be paid to the defaulting Owner. The purchaser at any such sale shall obtain title to the Unit free from the sums or performance claimed (except as stated in this subsection) but otherwise subject to the provisions of the Governing Instruments; and no such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessments, other payments or performance thereafter becoming due or from the lien therefor as provided for in this subsection. All sums assessed hereunder but still unpaid shall remain the obligation of and shall be payable by the person foreclosed upon; but if such sum should prove uncollectible, then it shall be deemed to be a Common Expense, and shall be shared among the Owners in the same manner as other Common Expenses are shared.

Upon the timely curing of any default for which a Notice of Default was filed by the Association, the officers of the Association are hereby authorized to record an appropriate release of such lien in the Official Records.

(c) **Subordination to Certain Mortgages.** The lien provided for herein shall be prior to all encumbrances made by an Owner or imposed by legal process upon any Owner

except taxes, bonds, assessments and other levies which by law are prior thereto, whether the notice of lien is recorded prior or subsequent to any such encumbrances, except that the lien provided for herein shall be subordinate to the lien of any First Mortgage. The sale or transfer of any Unit shall not defeat or affect the lien provided for herein; provided, however, that the sale or transfer of any such interest which is subject to any First Mortgage pursuant to a foreclosure under such First Mortgage shall extinguish the lien provided for herein as to payments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Unit or the purchaser thereof from liability for any Assessment(s) thereafter becoming due or from the lien thereof.

Article 12

DEANNEXATION

Section 12.1 **Deannexation.** Prior to the Close of Escrow of any Cottage Unit, the Declarant may deannex such Unit.

Article 13

MORTGAGEE PROTECTION

Section 13.1 **Priority of Mortgage Encumbrance.** No breach of the covenants, conditions or restrictions shall affect, impair, defeat or render invalid the lien or charge of any Mortgage encumbering any portion of the Covered Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise, with respect to such portion of the Covered Property.

Section 13.2 **Curing Defaults.** A Mortgagee, or its transferee of such Mortgagee shall not be obligated to cure any breach of the provisions of this Declaration which is noncurable or of a type which is not practical or feasible to cure.

Section 13.3 **Resale.** It is intended that any Mortgage to facilitate the resale of any Unit after judicial foreclosure is a loan made in good faith and for value and the Mortgagee shall be entitled to all of the rights and protections afforded to other Mortgagees.

Section 13.4 **Conflicts.** In the event of any conflict between any of the provisions of this Article and any of the other provisions of this Declaration, the provisions of this Article shall control.

Article 14

GENERAL PROVISIONS

Section 14.1 **Enforcement.**

(a) The Declarant shall have the right, but not the obligation, and/or any other Owner shall have the right of action against any Owner to enforce, as provided in Article XV

below, all restrictions, conditions, covenants and reservations, now or hereafter imposed by the provisions of this Declaration, or any amendment thereto, including the right to prevent the violation of such restrictions, conditions, covenants, or reservations and the right to recover damages or other amounts for such violation; and

(b) Each Owner by the acceptance of the deed or other conveyance of his or her Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and agrees that:

(i) the Covered Property is in close proximity to the Hotel and Hotel Improvements and related facilities and amenities; and

(ii) the quality of the maintenance of the Covered Property will impact the value, attractiveness and desirability of the Hotel and Hotel Improvement and amenities.

Section 14.2 No Waiver. Failure by Declarant, Association or any Owner to enforce any covenant, condition, restriction or reservation contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other covenant, condition, restriction and reservation.

Section 14.3 Cumulative Remedies. All rights, options and remedies of Declarant, Association and the Owners or Mortgagees under this Declaration are cumulative, and no one of them shall be exclusive of any other, and Declarant, Association the Owners and the Mortgagees shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration.

Section 14.4 Severability. Invalidity of any one or a portion of these covenants, conditions, restrictions or reservations by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.5 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Declarant, Association or any Owner, their respective legal representatives, heirs, successors and assigns, for a term of sixty (60) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by not less than a Super Majority of the then Owners has been recorded agreeing to terminate said covenants, conditions and restrictions.

Section 14.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a residential community or tract and for the maintenance of the Covered Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 14.7 **Singular Includes Plural.** Whenever the context of this Declaration requires the same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

Section 14.8 **Nuisance.** The result of every act or omission where any provision, condition, restriction, covenant, easement, or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a private nuisance, shall be applicable against every such result, and may be exercised by the Declarant, Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

Section 14.9 **Attorneys' Fees.** In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto reasonable attorneys' fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

Section 14.10 **Notices.** Any notice to be given to an Owner or to Declarant under the provisions of this Declaration shall be in writing and shall be deemed to have been properly delivered when directed to such addressee at the address indicated below and placed in the first class United States mail, postage prepaid. Notice shall also be deemed to have been properly delivered when personally delivered or delivered to a common carrier for personal delivery to the addressee, or delivered to a person giving such notice by electronic means. Any such notice shall be directed to the address of the party to whom intended as follows:

If to Declarant:	To the business office of the Declarant which is: Williams Bay Property Company, LLC ___ Constance Boulevard Village of Williams Bay, Geneva Lake, Wisconsin 53191 Attention: Legal Department
If to Owner:	To the street address of the Unit of such Owner. Notice to co-Owners may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

Section 14.11 **Effect of Declaration.** This Declaration is made for the purposes set forth in the Recitals to this Declaration and Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

Section 14.12 **Personal Covenant.** To the extent the acceptance or conveyance of a Unit creates a personal covenant between the Owner of such Unit and Declarant or other Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner.

Section 14.13 Nonliability of Officials. To the fullest extent permitted by law, the Declarant and Association shall not be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such committees or persons reasonably believed to be the scope of their duties.

Section 14.14 Construction By Declarant. Nothing in this Declaration shall limit the right of Declarant to alter any Unit still owned by Declarant or to construct such additional Improvements as Declarant deems advisable prior to completion of Improvements upon and sale of the entire Covered Property. Such right shall include but shall not be limited to erecting, constructing and maintaining on the Covered Property such structures and displays as may be reasonably necessary for the conduct of the business of completing the work and disposing of the same by sale, lease or otherwise. Declarant shall repair any damage to and complete any restoration of the Covered Property caused or necessitated by such activities of Declarant within a reasonable time after the occurrence of such damage or need for restoration. This Declaration shall not limit the right of Declarant at any time prior to Close of Escrow to establish on the Covered Property additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Covered Property. Declarant reserves the right to alter its construction plans and designs as it deems appropriate. Declarant shall exercise its rights contained in this provision in such a way as not to unreasonably interfere with the Owners' rights to use and enjoy the Covered Property.

Section 14.15 Special Rights. Declarant shall not be subject to any provisions of this Declaration pertaining to use restrictions. In addition, prior to the Conversion Date, the written approval of the Declarant shall be required to amend any provision of this Declaration.

Section 14.16 Inapplicability to Government Property. The provisions of this Declaration shall not be applicable to any portion of the Covered Property owned by a Public Agency and held for a public purpose, but shall apply to any Unit owned by a Public Agency that is used for a residential purpose.

Section 14.17 Facilities, Events and Activities on the Hotel Property. The Hotel Unit, Hotel Limited Common Elements, and Hotel Improvements (collectively, the "**Hotel Property**") includes but is not limited to the main Lodge, Guest Services building, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa, Outdoor Pool and Maintenance Building, and other areas such as hotel rooms, banquet facilities, retail shops, courtyards, roadways, parking lots, walkways, landscaping and related facilities that: (i) may host activities and provide entertainment, including private parties and functions, indoor and outdoor performance events, and sports events; and (ii) may require construction, maintenance and operations incident thereto (collectively, "**Hotel Events and Activities**"), which may be in close proximity to the Cottage Units and Cottage Limited Common Elements

Each Cottage Unit Owner, for himself or herself, and for their respective invitees, personal representatives, assigns, heirs and next of kin, agents, employees (collectively, the “**Related Parties**”):

(a) acknowledge the potential for nuisances created by or arising from the Hotel Property in connection with any of the Hotel Events and Activities or permanent Hotel Improvement;

(b) acknowledge that the Declarant has no obligation or right to regulate or control the Hotel Property, in any way or manner. The Owner of the Hotel Unit has the unilateral right to install any trees or other landscaping or construct any Hotel Improvements at any location within the Hotel Property;

(c) acknowledge and agree that Declarant makes no warranties or representations that the Hotel Property will be maintained and operated in the manner that existed or was contemplated at the time of the purchase of a Cottage Unit by an Owner; and

(d) acknowledge and agree that the Hotel Property is separate from the Cottage Units and Cottage Common Elements, and that no Owner shall have any special right or privilege to enter upon or use the Hotel Property, other than pursuant to such terms and conditions as are offered in club or membership license for a fee, which license or membership may also be offered to members of the general public from time to time.

(e) assume the risk of any property damage, personal injury or death and/or creation or maintenance of a trespass or nuisance created by or arising in connection with the Hotel Property or Hotel Events and Activities (collectively, “**Assumed Risks**”);

(f) release, waive, discharge, and covenant not to sue, and agree to indemnify and to hold harmless (i) Declarant, (ii) the Owner of the Hotel Unit and Hotel Improvements, and (iii) their respective directors, shareholders, affiliates, agents and employees (collectively, the “**Released Parties**”), and each of them, from any and all liability to the Related Parties for any losses, costs (including, without limitation, attorneys’ fees), claims, demands, suits, judgments or other obligations arising out of or connected with any of the Assumed Risks, whether caused by the negligence of the Released Parties or otherwise;

Section 14.18 Noise and Hazards. Each Cottage Unit Owner acknowledges that such Owner has specifically considered the exposure and potential exposure of their Cottage Unit to noise and hazards from activities that may occur and conditions that exist outside of the boundaries of the Covered Property and that, in purchasing their Cottage Unit, the Cottage Unit Owner thereof is not relying on any statements made by Declarant or its representatives respecting such exposure. Purely as examples, and without limiting the generality of this disclaimer, the Covered Property may be subject to, and each Owner’s purchase of a Cottage Unit is made in full expectation of, noise and hazards being generated from the following:

(a) highways in the vicinity of the Cottage Units;

- (b) over-flights of general aviation aircraft;
- (d) air-conditioning compressors located near the Cottage Units, Hotel Units or any Hotel Property; and
- (e) maintenance of and activities and use of any adjacent property or property in which the Association has an easement right.

Section 14.19 **Construction and Sales Activity by Declarant.** Each Cottage Unit Owner acknowledges that Declarant shall conduct construction and sales activities in connection with the development and construction of the Cottage Units, including, but not limited to, special events, receptions, and open house models of Cottage Units.

Section 14.20 **View.** Each Cottage Unit Owner acknowledges that any construction or improvement by Declarant, or the Owner of the Hotel Unit may change, impair, obstruct or otherwise affect any view that a Cottage Unit Owner may have enjoyed at the time of the purchase of a Cottage Unit. Declarant does not guarantee that any views that a Cottage Unit Owner may have enjoyed will not be impaired or obstructed in the future by changes to other property. Each Cottage Unit Owner further acknowledges that any rights acquired do not include the preservation of any view and further consents to such obstruction and/or impairment. No representations or warranties of any kind, express or implied, have been given by Declarant, or its officers, employees, partners, subsidiaries, affiliated companies, or directors and agents or any of them in connection with the preservation of views and Cottage Unit Owner agrees to hold Declarant, the Owner of the Hotel Unit and all of their officers, employees, partners, shareholders, subsidiaries, affiliated companies, and directors and agents or any of them, free of liability from such damages, costs, expenses or charges incurred in connection therewith, such as, but not limited to, attorneys' fees and court costs and costs arising from any changes, obstruction or impairment of the view from any Owner's Cottage Unit.

Section 14.21 **Fire and Casualty Insurance.** Each Cottage Unit Owner and Hotel Unit Owner is responsible for obtaining a fire and casualty insurance policy on their respective Cottage Unit insuring their respective Cottage Unit and Hotel Unit and Owner's personal property against loss by fire or other casualty and to carry public liability insurance covering the Cottage Unit and Hotel Unit Owner's individual liability.

Section 14.22 **Private Sewer Restrictions.** Each Cottage Unit Owner and Hotel Unit Owner acknowledges, understands, and accepts the following covenants, conditions, and restrictions conditioned by the Walworth Wastewater District ("WWD") for allowance of exception for use of multi-unit sewer laterals requested by Cottage Unit Owner or Hotel Unit Owner on the Covered Property:

- (a) Ownership and maintenance of all individual-home and multi-unit sewer laterals ("**Private Sewer Facilities**") shall remain with Owner(s).
- (b) Private Sewer Facilities shall not be dedicated to WWD, nor shall WWD accept or be liable for ownership or maintenance of private sewer facilities.

(c) Each Owner individually and all Owners jointly, are liable and responsible for design, construction, operation, maintenance, repair and replacement of Private Sewer Facilities.

(d) Owners shall acknowledge that multi-unit laterals inherently allow the possibility of one living unit causing downstream sewer lateral blockage that affects other upstream living units connected to the same lateral. Owners shall be jointly responsible for any and all maintenance and damage caused by sewer lateral blockage regardless of cause.

(e) Owners individually and jointly shall indemnify the WWD Board of Directors, staff, and consultants from any and all claims related to Private Sewer Facilities and multi-unit laterals for any and all causes.

Section 14.23 **No Public Right of Dedication.** Nothing in this Declaration is a gift or dedication of all or any part of the Covered Property to the public, or for any public use.

Section 14.24 **Public Access.** In accordance with certain conditions of approval imposed by the Village in connection with the development of the Project, certain portions of the Project may be available for use by members of the general public.

Section 14.25 **Priorities and Inconsistencies.** If there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-laws of the Association, the terms and provisions of this Declaration shall prevail.

Section 14.26 **No Representations or Warranties; Not An Enhanced Protection Agreement.** No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Covered Property or any portion of the Covered Property, or any Improvement thereon, its physical conditions, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, except as specifically and expressly set forth in this Declaration and except as may be filed from time to time with any applicable governmental authority. Nothing in this Declaration shall be construed to be an enhanced protection agreement.

Section 14.27 **Disclosures.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Covered Property agrees to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Covered Property. Each Owner, by acceptance of a deed or other conveyance of a Unit, whether or not it shall be so expressed in any such deed or other instrument, acknowledges and understands the following:

(a) **Post Tension Concrete Slabs** Concrete slabs within the Covered Property may be reinforced with a grid of steel cable installed in the concrete slab and then tightened to create extremely high tension. This type of slab is commonly known as a "Post Tension Slab." Cutting into a Post Tension Slab for any reason (e.g., to install a floor safe, to remodel plumbing,

etc.) is very hazardous and may result in serious damage to the Unit or Cottage and/or personal injury. All Owners shall determine if their Unit has been constructed with a Post Tension Slab and, if so agree: (1) they shall not cut into or otherwise tamper with the Post Tension Slab; (2) will not permit or allow any other person to cut into or tamper with the Post Tension Slab so long as Owner owns any interest in the Unit; (3) they shall disclose the existence of the Post Tension Slab to any person who rents, leases or purchases the Unit from Owner; and (4) they shall indemnify and hold Declarant, and its officers, employees, contractors and agents, free and harmless from and against any and all claims, damages, losses or other liability (including attorneys' fees and costs of court) arising from any breach of this covenant by such Owner.

(b) **Proto-II Wall Disclosure.** Each Owner acknowledges and understands that some Covered Property walls may be a type of masonry fencing known as "Proto-II" walls. Although Proto-II walls typically look the same as conventional masonry fencing, the method of construction differs. Conventional masonry walls are built with rigid vertical and horizontal sleeves of rebar and grout to provide strength and stability to the wall. Proto-II walls, on the other hand, are constructed using high strength steel post-tensioning rods inside the footings and wall to induce tightness (tension) throughout the footings and wall. Because of the presence of post-tension rods within the structure of the wall, it is imperative that Owners contact a professional Proto-II wall installer before undertaking any structural repair of the Proto-II walls. By accepting conveyance of a Unit, each Owner specifically covenants and agrees (i) to engage the services of a Proto-II wall professional in connection with any structural work on the Proto-II wall; (ii) to disclose the existence of the Proto-II wall to any lessee, tenant, or subsequent purchaser; and (iii) Declarant shall not be responsible for any damage or injury resulting from or arising in connection with the alteration of the Proto-II wall by Owner or any employee, agent, family member or representative of Owner.

Article 15

DISPUTE RESOLUTION

Section 15.1 **Alternative Dispute Resolution.**

(a) **Alternative Dispute Resolution of Assessment Disputes.** Disputes between an Owner and the Association regarding Assessments imposed by the Association may be submitted to alternative dispute resolution in accordance with if such Owner pays in full (i) the amount of the Assessment in dispute, (ii) any late charges, (iii) any interest, and (iv) all fees and costs associated with the preparation and filing of a notice of the delinquent Assessment (including mailing costs and attorneys fees not to exceed the maximum amount allowed by law), and states by written notice that such amount is paid under protest, and the written notice is mailed by certified mail not more than thirty (30) days from the recording of a notice of delinquent Assessment. Upon receipt of such written notice, the Association shall inform the Owner in writing if applicable law requires a dispute be resolved through alternative dispute resolution. The right of any Owner to utilize alternative dispute resolution under this Section may not be exercised more than two times in any single calendar year, and not more than three times within any five (5) calendar years. Nothing within this Section shall preclude any Owner and the Association, upon mutual agreement, from entering into alternative dispute resolution in excess of the limits set forth

herein. An Owner may request and be awarded through alternative dispute resolution reasonable interest to be paid by the Association for the total amount paid under items (i) through (iv) above, if it is determined that the Assessment levied by the Association was not correctly levied.

(b) **Notice of Noncompliance.** After notice and a hearing, the Board may direct the officers of the Association to record a notice of noncompliance against a Unit Owner that has violated any provision of this Declaration. The notice shall include a legal description of the Unit and shall specify the provision of this Declaration that was violated, the violation committed, and the steps required to remedy the noncompliance. Once the noncompliance is remedied or the noncomplying Owner has taken such other steps as reasonably required by the Board, the Board shall direct the officers of the Association to record a notice that the noncompliance has been remedied.

(c) **Limitation on Expenditures.** The Association may not incur litigation expenses, including without limitation attorneys' fees, or borrow money to fund litigation, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, unless the Association first obtains the Consent of at least a Super -Majority of Members (excluding the voting power of any Owner who would be a defendant in such proceedings). Such approval is not necessary if the legal proceedings are initiated (i) to enforce the use restrictions contained in Article VI, (ii) to collect any unpaid Assessments levied pursuant to this Declaration, (iii) for a claim, the total value of which is less than five hundred thousand dollars (\$500,000), or (iv) as a cross-complaint in litigation to which the Association is already a party. If the Association decides to use or transfer funds from the Reserve Account or borrow funds to pay for any litigation, such notice shall provide an explanation of why the litigation is being initiated or defended, why General Account funds cannot be used, how and when the funds in the Reserve Account will be replaced or the loan will be repaid, and a proposed budget for the litigation. The notice must state that the Members have a right to review an accounting for the litigation which will be available at the Association's office. The accounting shall be updated monthly.

Section 15.2 Resolution of Disputes.

(a) **Utilization of Alternative Dispute Resolution Procedures.** The Association, each Owner of a Unit, and Declarant, for and on behalf of itself and all of the "Declarant Parties" as defined below), acknowledge and agree that the utilization of alternative dispute resolution ("ADR") procedures (including, without limitation, mediation, arbitration and judicial reference) pursuant to this Declaration in lieu of traditional civil litigation is in accordance with the philosophy and intent of the Federal Arbitration Act (9 U.S.C. Sections 1 through 16) which is designed to encourage the use of alternative methods of dispute resolution that avoid costly and potentially lengthy traditional court proceedings. Parties interpreting this Section shall follow the federal court rulings which provide, without limitation, that the Federal Arbitration Act (i) is a congressional declaration of a liberal federal policy favoring arbitration agreements as an alternative dispute resolution procedure, notwithstanding substantive or procedural state policies to the contrary; (ii) requires that federal and state courts rigorously enforce agreements to arbitrate; (iii) requires the scope of this alternative dispute resolution Section be interpreted broadly in favor of arbitration; and (iv) requires disputes over whether an issue is arbitrable be resolved in favor of arbitration. Specifically, this Section is to be interpreted in accordance with federal court rulings.

References herein to Wisconsin Statutes are not intended to be, and shall not be interpreted to be, a waiver of rights created under the Federal Arbitration Act. For purposes of this Section, the term “**Declarant Parties**” means and collectively refers to the Declarant, its members, managers, and each of their respective members, managers, shareholders, directors, officers and employees, and the term “**Declarant Party**” refers to any of the foregoing individually.

(b) **Authority of the Board of Directors Regarding Resolution of Disputes.**

The Board, for and on behalf of the Association, is authorized and empowered to initiate, defend, join in, settle and pay costs and expenses incurred in connection with any legal proceedings (including any ADR proceedings), as the Board, in its sole discretion, deems appropriate in connection with any dispute between or among: (1) the Association; (2) the Association and any Owner(s) (3) the Association and any of the Declarant Parties: (4) the Association and any other person or entity; (5) any Owner and any of the Declarant Parties: and (6) any Owner and another Owner. Such disputes may pertain to, among other things, (i) the interpretation and/or enforcement of the provisions of this Declaration: (ii) damage to any Improvements to the Covered Property; and (iii) damage to the Units which arises out of, or is integrally related to, any damage to the Covered Property. The Board is also authorized and empowered to perform any act reasonably necessary to resolve any such dispute through ADR proceedings.

(c) **Disputes Involving the Declarant, the Association, the Covered Property.** Except where prohibited by law and except as otherwise expressly set forth herein, all disputes that involve in any way or to any extent the Declarant, the Association and/or the Covered Property shall be resolved in accordance with the judicial reference provisions set forth below. Notwithstanding the foregoing, any disputes between the Association and any Owner regarding delinquent Assessments may be resolved as provided elsewhere in this Declaration (including, without limitation, the commencement of a civil action for judicial foreclosure of the assessment lien). Additionally, any dispute between the Association and the Declarant regarding the enforcement of a completion bond for the Covered Property shall be resolved in accordance with the instructions accompanying such completion bond and with the provisions of the Section of this Declaration entitled “Enforcement of Certain Bonded Obligations.”

(d) **Class Action and Other Disputes; Alternative Dispute Resolution.**

Before commencing any legal proceedings to commence a class action, the Association and each Owner may agree to alternate dispute resolution (“ADR”). If the parties to such dispute are unable to resolve the dispute by ADR, the parties shall resolve the dispute by judicial reference.

(e) **Judicial Reference.** All disputes required to be resolved by judicial reference as provided herein, and any other unresolved dispute that the parties desire to resolve by judicial reference pursuant to applicable law, shall be submitted to general judicial reference pursuant to applicable law. The parties to the dispute shall cooperate in the judicial reference proceedings. The referee (“**Referee**”) shall have the authority to try, and shall try, all issues, whether of fact or law, including, without limitation, the validity, scope and enforceability of these dispute resolution procedures, and shall report a statement of decision to the court. The judicial reference proceedings shall be conducted pursuant to procedures specified by the selected Referee and set forth herein, provided that the following rules and procedures shall apply in all cases unless all parties agree otherwise in writing:

(i) The parties shall agree upon a single Referee within (10) days of receipt by any party of a written request to resolve such dispute by judicial reference. If the parties are unable to agree upon a Referee within such ten (10) day period, then any party may thereafter seek to have a Referee appointed under applicable law. If the Referee is appointed by court, the Referee shall be a neutral and impartial retired judge with substantial experience in relevant matters from Judicial Arbitration and Mediation Service (“JAMS”), the American Arbitration Association (“AAA”) or similar mediation/arbitration entity. The proposed Referee may be challenged for any of the grounds listed in the applicable rules for judicial reference.

(ii) The judicial reference proceedings shall proceed without a jury, and the parties acknowledge and agree that they are waiving any and all rights to a jury trial.

(iii) The parties shall be entitled to conduct all discovery as provided in applicable law, and the Referee shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge, with rights to regulate discovery and to issue and/or enforce subpoenas, protective orders or other limitations on discovery available under applicable law.

(iv) The judicial reference proceedings shall be conducted in accordance with Wisconsin law (including the rules of evidence), and in all regards the Referee shall follow Wisconsin law as applicable at the time of the reference proceedings. The Referee may issue any remedy or relief, other than punitive damages, which the courts of the State of Wisconsin could issue if presented the same circumstances, and the Referee shall follow and otherwise employ the standards for issuing such relief as defined by Wisconsin law. The Referee may require one or more pre-hearing conferences. A stenographic record of the proceedings shall be made. The Referee’s statement of decision shall contain findings of fact and conclusions of law to the extent applicable. The Referee shall have the authority to rule on all post-hearing motions in the same manner as a trial judge. The statement of decision of the Referee upon all of the issues considered by the Referee shall be binding upon the parties, subject to rights of appeal as provided below, and upon filing of the statement of decision with the clerk of any court of the State of Wisconsin having jurisdiction thereof, or with the judge where there is no clerk, judgment may be entered thereon in the same manner as if the action had been tried by the court. The judgment and decision of the Referee shall be appealable in the same manner and subject to the same rules as if rendered by the court.

(v) If a dispute involves parties other than those listed in this Section, this provision shall be interpreted to bring such third-party disputes into the general reference procedure prescribed herein to the extent permitted by law and by the provisions of this Declaration. All parties shall cooperate in good faith to ensure that necessary and appropriate parties are included in the judicial reference proceeding. Declarant shall not be required to participate in the judicial reference proceedings if all parties against whom Declarant has necessary or permissive cross-claims or counterclaims, including, without limitation, other Declarant Parties, will not or cannot be joined in the judicial reference

proceeding, such that Declarant would be forced to litigate in multiple forums or potentially face inconsistent rulings.

(vi) The exclusive venue for all judicial reference proceedings shall be in the County, unless all parties agree to a different location; and

(vii) Except where attorneys' fees are awarded as an element of sanctions or pursuant to a written agreement, the parties shall bear their own attorneys' fees in any proceedings conducted hereunder. In any dispute involving Declarant on the one hand, and the Association, or an Owner on the other hand, the Association, or the Owner shall advance an amount equal to the cost of filing a civil action for the same claim in the appropriate state court in the County, and Declarant shall advance the initiation/filing fees in excess of the amount advanced by the Association or the Owner. Unless otherwise agreed to by the parties or ordered by the Referee, all other costs and fees of the proceedings shall be advanced equally by the parties to the proceedings. For all disputes not involving the Declarant, the initiation/filing fees and all other costs and fees of the proceedings shall be advanced equally by each party to the proceedings (unless otherwise agreed among the parties or ordered by the Referee). In all cases, the costs and fees (including, without limitation, the initiation/filing fees, but excluding attorneys' fees) of such judicial reference proceedings shall ultimately be borne as determined by the Referee in his or her discretion as the interests of justice dictate. The Referee may award litigation costs to the prevailing party.

Section 15.3 **Waivers.**

(a) **WAIVER OF COURT AND JURY TRIAL.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO JURY TRIAL, APPEAL AND OTHER CIVIL LITIGATION PROCEEDINGS FOR SUCH DISPUTES, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH OR REFERENCED HEREIN. IN THE EVENT ANY OF THE PROCEDURES SET FORTH OR REFERENCED HEREIN ARE DETERMINED TO BE INVALID OR UNENFORCEABLE, IN WHOLE OR IN MATERIAL PART, SUCH THAT THE RESOLUTION OF THE DISPUTE SHALL PROCEED BY WAY OF CIVIL LITIGATION PROCEEDINGS, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES NONETHELESS WAIVE THE RIGHT TO JURY TRIAL WITH RESPECT TO SUCH DISPUTE.

(b) **WAIVER OF PUNITIVE DAMAGES.** AS TO ALL DISPUTES SUBJECT TO THE ALTERNATIVE DISPUTE RESOLUTION PROVISIONS SET FORTH OR REFERENCED IN THIS SECTION, THE ASSOCIATION, EACH OWNER AND THE DECLARANT PARTIES WAIVE ANY RIGHTS TO PUNITIVE OR EXEMPLARY DAMAGES

Section 15.4 **Name and Address of Registered Agent.** The name and address of the Registered Agent for service of process is: _____

Article 16

AMENDMENT PROVISIONS

Section 16.1 **Amendment by Owners.**

(a) **Prior to Close of Escrow.** In addition to the right of the Declarant to deannex any Unit on which a Close of Escrow has not occurred, Declarant shall also have the right to cancel, amend or modify this Declaration until such time as a Close of Escrow has occurred. Any such cancellation, amendment or modification of this Declaration shall be effective when executed by Declarant, and, if any portion of the Covered Property is owned by any persons or entities other than Declarant, by such Owner(s) of the Covered Property.

(b) **After Close of Escrow.** After a Close of Escrow has occurred, the Declaration may only be amended as follows:

(i) By the Declarant at any time and from time to time if the changes are made to correct any scrivener error or to comply with applicable law, provided that such changes will not have a material adverse effect upon the rights, duties and obligations of the Owners; or

(ii) By the Declarant while it is still a Class B Member as may be required by any lending institution, title insurance company, public body, or as may be necessary to comply with the lawful requirements of any jurisdiction in which Units are offered for sale, sold or used, or to facilitate the operation and management of the Covered Property; provided, however, that no amendment to this Declaration may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to a Unit or change the proportion or percentage by which an Owner votes, shares the costs of operation, or otherwise materially and adversely affects the rights or obligations of an Owner unless such amendment is also approved by at least a majority of the Members of the Association.

Any amendment to this Declaration under (i) or (ii) above shall be executed solely by the Declarant, setting forth in full the text of such amendment, and the appropriate recording data of this Declaration, and shall become effective upon the recording of said instrument in the Official Records.

(iii) At any time after the Conversion Date by two (2) officers of the Association provided that such amendment has first been approved with the Consent of a Majority of Members. Such amendments shall become effective upon the recording of said instrument in the Official Records.

Section 16.2 **Declarant's Approval.** Notwithstanding any other provisions of this Declaration, this Declaration cannot be amended without the prior written approval of the Declarant for the later of ten (10) years after the Close of Escrow of the last Cottage Unit in the Covered Property. Any modification or elimination of this Section shall likewise require the prior written approval of the Declarant.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

WILLIAMS BAY PROPERTY COMPANY, LLC,
a Delaware limited liability company

By: _____
Name: William V. Krehbiel
Its: Managing Member

CONSENT BY MORTGAGEE:

By: _____
Name: _____
Title: _____
Bank: _____

EXHIBIT A

DEFINITIONS

Unless the context clearly indicates otherwise, the following terms used in this Declaration are defined as follows:

Annual Report. "Annual Report" shall mean a report to Owners comprising (a) a balance sheet relating to the Association as of the last day of a Fiscal Year, (b) an operating statement for such Fiscal Year, (c) a statement of the net changes in financial position of the Association for such Fiscal Year, and (d) a list of the names, business mailing addresses and business telephone numbers of the members of the Board.

Articles. "Articles" shall mean the Articles of Incorporation of the Association which are, or shall be, filed in the Office of the Secretary of State of Wisconsin, as said Articles may be amended from time to time.

Assessment. "Assessment" shall mean a Regular Assessment, Special Assessment, or Personal Assessment.

Association. "Association" shall mean The Preserve, a Wisconsin nonprofit mutual benefit corporation.

Board. "Board" shall mean the board of directors of the Association.

Budget. "Budget" shall mean an annual written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board pursuant to this Declaration, and required to be paid by each Owner according to its Proportionate Share.

By-laws. "By-laws" shall mean the By-laws of the Association which have been or will be adopted by the Board of the Association, as the same may be amended from time to time.

Class A Member. "Class A Member" shall have the meaning ascribed to it in Section 7.1(e).

Class B Member. "Class B Member" shall have the meaning ascribed to it in Section 7.1(e).

Close of Escrow. "Close of Escrow" shall mean the date on which a conveyance document has been recorded in the Official Records pursuant to which Declarant conveyed a Unit within the Covered Property.

Common Element. "Common Element" shall mean all areas of the Covered Property, except all Units therein as more specifically defined on the Condominium Plat; the Common

Element is designated for undivided ownership by the Owners of the Units based on the Proportionate Share listed on **Exhibit D**.

Common Expenses. "Common Expenses" shall mean all Cottage Unit and Hotel Unit Common Expenses required to be paid by Unit Owners according to each Owner's Proportionate Share, as more specifically set forth below, including without limitation the following:

(a) The following Unit Common Expenses shall be collected as part of the Regular Assessment and earmarked in the General Account or Reserve Account as "General Common Expenses":

(i) Operating Expenses as described in the budget for the Fiscal Year applicable to the calculation.

(ii) Reserve Expenses as described in the budget for the Fiscal Year applicable to the calculation.

Common Furnishings. "Common Furnishings" shall mean the furnishings, fixtures and equipment within the Common Elements or Limited Common Elements of the Covered Property, such as furniture or decorations placed by the Association on the Limited Common Elements (balconies/patios/terraces) or furniture or decorations placed in the shared entryways to lock-off units, if any. Common Furnishings are owned in common by all of the Owners.

Condominium Plat. "Condominium Plat" shall be the Condominium Plat attached under **Exhibit B-2** and recorded in Official Records, including any Supplementary Condominium Plat.

Consent of a Majority of Members. "Consent of a Majority of Members" shall mean the vote or written assent of: (a) while there is a Class B membership, (i) Class A Members entitled to vote and who collectively own more than fifty percent (50%) of the total voting power vested in such Class A Members, and (ii) Declarant, and (b) after there is no longer a Class B membership, Members, including Declarant, entitled to vote and who collectively own more than fifty percent (50%) of the voting power vested in the Members.

Consent of a Majority of Non-Declarant Owners. "Consent of a Majority of Non-Declarant Owners" shall mean the vote or written assent of Non-Declarant Owners entitled to vote or so assent and who collectively own more than fifty percent (50%) of the total voting power vested in such Non-Declarant Owners.

Consent of a Super-Majority of Members. "Consent of a Super-Majority of Members" shall mean the vote or written assent of: (a) prior to the Conversion Date (i) Non-Declarant Owners entitled to vote or so assent and who collectively own seventy-five percent (75%) of the total voting power vested in such Non-Declarant Owners and (ii) Declarant, and (b) from and after the Conversion Date, Owners entitled to vote or so assent and who collectively own more than seventy-five Percent (75%) of the total voting power vested in such Owners.

Conversion Date. "Conversion Date" shall mean the date on which Declarant's Class B Membership converts to Class A Membership, as more particularly described in Section 7.1(e).

Cottage Unit Common Expenses. "Cottage Unit Common Expenses" shall mean that portion of the Common Expenses incurred in the operation, maintenance and repair of the Cottage Units and any Limited Common Elements of the Cottage Units, including without limitation deferred maintenance and replacement Reserve Expenses for such purposes, the cost and expenses of liability and casualty insurance coverage for the interior and contents of Cottage Units and any Limited Common Elements for the Cottage Units, the costs of utility service for the Cottage Units, and any other costs and expenses declared Cottage Unit Common Expenses by this Declaration or by the Board. Cottage Unit Common Expenses are calculated for each Cottage Unit Owner in accordance with each Cottage Unit Owner's Proportionate Share. Gas and water or other utilities that are not separately metered to an individual Cottage Unit shall be allocated by Proportionate Share.

Cottage Unit. "Cottage Unit" shall mean the cottage designated on the Condominium Plat within the Covered Property, any appurtenant or designated Cottage Common Element, Cottage Limited Common Element, Cottage Common Furnishings, together with (i) any additions or modifications or replacements that may hereafter be made thereto, and (ii) all improvements and fixtures contained therein.

Cottage Unit Owner. "Cottage Unit Owner" shall mean the Owner of a Cottage Unit within the Covered Property.

County. "County" shall mean the County of Walworth, State of Wisconsin.

Covered Property. "Covered Property" shall mean the real property described in Paragraph A of the Recitals that is encumbered by this Declaration and any real property within the Project to which any Owner or Declarant has legal use or access rights granted by easement, lease or contract.

Deannexation Date. "Deannexation Date" shall mean the date of any deannexation pursuant to Section 12.1 hereof.

Declarant. "Declarant" shall mean:

(a) WILLIAMS BAY PROPERTY COMPANY, LLC, a Delaware limited liability company, its successors and assigns, by merger, consolidation or by purchase of all or substantially all of its assets; and

(b) any person or entity, his, her or its successors and assigns, to which the foregoing Declarant has assigned any or all of its rights and obligations by an assignment expressed in a recorded instrument including, without limitation, a deed, lease, option agreement, land sale contract or assignment as the case may be, transferring such interest if such assignee agrees in writing with Declarant to accept such assignment.

Declarant Guest. "Declarant Guest" shall mean any person who occupies a Cottage Unit owned by Declarant with the permission of Declarant and such person's family, guests, licensees or invitees.

Declaration. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for the Private Residences I at the Preserve, A Condominium in Williams Bay, as it may be amended from time to time.

Declarant's Report. "Declarant's Report" shall mean a statement containing the following information, where applicable:

(a) A status report covering each Improvement, if any, included in the Covered Property which was scheduled for completion during the Fiscal Year according to the planned construction statement for the Covered Property and each still uncompleted Improvement that was scheduled for completion during an earlier Fiscal Year;

(b) The number of Units owned by Declarant as of the first and last day of the Fiscal Year;

(c) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments which Declarant became obligated to pay during the Fiscal Year;

(d) If no Subsidy Agreement is in effect during a Fiscal Year, the total Regular Assessments and Special Assessments actually paid by Declarant to the Association during the Fiscal Year.

(e) If no Subsidy Agreement is in effect during a Fiscal Year, the amount of any delinquency amount owed by Declarant in the payment of Regular Assessments and Special Assessments that has not been cured as of the date of such Declarant's Report; and

(f) An itemized report of funds, goods and services furnished by Declarant or caused to be furnished to the Association (if any) under the Subsidy Agreement, if any, including, without limitation, payment of Reserve Expenses thereunder.

Mortgage or Mortgagee. "Mortgage" or "Mortgagee" shall mean any duly recorded mortgage encumbering a Unit, and the holder of the beneficiary's interest under any such Mortgage, respectively. "First Mortgage" and "First Mortgagee" shall mean a Mortgage which has priority over all other Mortgages encumbering a specific Unit, and the holder of any such First Mortgage, respectively.

Delinquent. "Delinquent" shall mean a payment that is due to the Association hereunder and remains unpaid more than fifteen (15) days after the due date therefor.

Detained User. "Detained User" shall mean the person detained by the Detaining User.

Detaining User. "Detaining User" shall mean any Cottage Unit Owner or Permitted User who makes unauthorized use or occupancy of a Cottage Unit, or who through any act or course of conduct affecting the Covered Property or the Common Elements or any portion thereof, renders a Cottage Unit uninhabitable or unusable.

Exhibit. "Exhibit" shall mean any document so designated herein and attached hereto.

Fiscal Year. "Fiscal Year" shall mean the one (1) year period commencing on the first day of January of each calendar year, which shall be the fiscal year of the Association; provided, however, that the first Fiscal Year shall be the partial year period commencing on the conveyance by Declarant of the first Cottage Unit and ending on December 31 of such calendar year; provided, further, that the Fiscal Year shall be subject to change by amendment to the By-laws.

General Account. "General Account" shall mean the separate account(s) with a bank and/or savings and loan association located within the State of Wisconsin and selected by the Association into which all cash and cash equivalent receipts of the Association shall be deposited.

General Common Expenses. "General Common Expenses" shall mean Unit: (i) Operating Expenses, and (ii) Reserve Expenses, as more specifically set forth herein.

Governing Instruments. "Governing Instruments" shall mean the basic documents creating and governing the Covered Property, including, but not limited to, this Declaration, the Articles of Incorporation and By-laws of the Association, the Condominium Plat, the Rules and Regulations and Reservation Policies and Procedures adopted by the Board.

Hotel Events and Activities. "Hotel Events and Activities" shall have the meaning ascribed to it in Section 14.17 of this Declaration.

Hotel Improvement. "Hotel Improvements" include any Improvement which is within the Hotel Unit or Hotel Limited Common Element, and any Improvement located on the adjacent property containing the Hotel and related facilities, and such facilities may change from time to time at the sole discretion of the Owner of the Hotel Unit.

Hotel Limited Common Elements. "Hotel Limited Common Element" shall mean the Improvements identified on the Condominium Plat as Limited Common Elements of the Hotel Unit.

Hotel Property. "Hotel Property" shall mean the Hotel Unit and the Hotel Limited Common Elements, including but not limited to Hotel Improvements.

Hotel Unit. "Hotel Unit" shall mean the Improvements shown on the Condominium Plat as the Hotel Unit, including but not limited to: the Lodge, Guest Services, the Mabel Cratty Activity Center, the Weidensall Restaurant, the Boathouse, the Spa and related Hotel Improvements.

Hotel Unit Owner or Owner of the Hotel Unit. "Hotel Unit Owner" or "Owner of the Hotel Unit" shall mean the owner of record of the Hotel Unit.

Improvement. "Improvement" shall mean all:

- (a) structures and appurtenances thereto of every type and kind, including but not limited to, buildings, out buildings, walkways, sprinkler and sewer pipes or lines, garages, carports, gazebos, swimming pools and other recreational facilities, roads,

driveways, parking areas, fences, screens, screening walls, retaining walls, awnings, patio and balcony covers, stairs, decks, landscaping, hedges, slopes, windbreaks, the exterior surfaces of any visible structure, trees and shrubs, poles, signs, solar or wind-powered energy systems or equipment, and water softener or heater or air conditioning and heating fixtures and equipment;

(b) the demolition or destruction by voluntary action of any structure or appurtenance thereto of every type and kind;

(c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern or change of stream bed;

(d) landscaping, planting, clearing, or removing of trees, shrubs, grass, or plants;

(e) any change or alteration of any Improvement including any change of material, exterior appearance, color or texture; and

(f) the processing and recordation of any lot line adjustment.

Limited Common Elements. "Limited Common Elements" shall mean either a Hotel Limited Common Element or a Cottage Limited Common Element, which are portions of the Common Elements designated on the Condominium Plat, as an area for the exclusive use of the occupant of a particular Unit, in accordance with Wisconsin Statutes. For the Cottage Units, Limited Common Elements shall include any balcony, terrace or patio adjacent to or adjoining a Cottage Unit, and any driveway delineated on the Condominium Plat intended for the exclusive use of a particular Cottage Unit Owners. For the Hotel Units, Limited Common Elements shall include any areas or facilities within the Hotel Property designated on the Condominium Plat, intended for the exclusive use of the Owner of such Hotel Unit, within which the Hotel Unit Owner may designate areas or easements for its Permitted Users.

Major Components. "Major Components" shall mean the major components of the Common Elements, Limited Common Elements or of the Common Furnishings.

Management Agreement. "Management Agreement" shall mean an agreement between the Association and the Managing Agent, as more particularly described in Section 8.6.

Managing Agent. "Managing Agent" shall mean the agent engaged by the Board as authorized by Article VIII of this Declaration. The first Managing Agent shall be appointed by Declarant and may be the Declarant or an affiliate of the Declarant.

Member. "Member" shall mean any Owner within the Covered Property who automatically becomes a member of the Association.

Non-Declarant Owners. "Non-Declarant Owners" shall mean all Owners other than Declarant.

Official Records. "Official Records" shall mean the official records in the County of Walworth.

Official Survey. "Official Survey" shall refer to that survey that the Declarant shall perform once the Covered Property is complete. The Official Survey shall contain the interior square footage of each Unit.

Operating Expenses. "Operating Expenses" shall mean the costs and expenses required to be paid by Owners, according to each Owner's Proportionate Share, to provide for the on-going maintenance, administration, management, operation, repair and replacement of the Common Elements, including any landscaping thereon, and Common Furnishings. The initial schedule of maintenance is set forth on Exhibit C attached hereto; however, the Declarant shall have the exclusive right to modify the specifications for the schedule of maintenance in its sole discretion from time to time.

Original Deed. "Original Deed" shall mean each grant deed from Declarant first recorded after the date hereof conveying a Unit or an interest therein, excluding, however, any deed which conveys all or substantially all of the interest in the Project then owned by Declarant and which expressly recites that it is not an Original Deed within the meaning of this Declaration. Each Original Deed shall contain the interior square footage of the Unit as expressed on the Official Survey.

Owner. "Owner" shall mean one or more persons or entities who alone or collectively own a Unit, including Declarant, excluding those having any such interest merely as security for the performance of an obligation. The Declarant is the Owner of any Unit created by this Declaration until the Unit is sold or conveyed.

Permitted User. "Permitted User" shall mean, with respect to each Cottage Unit, a Cottage Unit Owner's immediate family or user with permission of the Owner who occupies a Cottage Unit during the Owner's Use period but while not being used by the Owner of the applicable Cottage Unit. A Cottage Unit Owner's "immediate family" shall mean such Owner's spouse, domestic partner and children only. Anyone permitted to use the Cottage Unit Owner's Unit while the Owner is not in residence must be registered with the Association. With respect to the Hotel Unit Owner, a Permitted User shall mean any person who comes upon the Covered Property with the permission of the Hotel Unit Owner, including, without limitation, such Owner's lessees, licensees or invitees.

Personal Assessment. "Personal Assessment" shall mean a charge against a particular Owner and the Owner's Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner of this Declaration or any amendment hereto, the Governing Instruments or for purposes set forth in the Declaration, together with late charges and interest as provided for herein. Personal Assessment shall include without limitation any Common Expense caused by the misconduct of an Owner or of such Owner's Permitted User, and any Common Expense arising from loss or damage to Common Furnishings caused by an Owner or such Owner's guests.

Project. "Project" shall have the meaning ascribed thereto in Article I.

Proportionate Share. "Proportionate Share", listed in **Exhibit D**, shall mean the undivided interest of the building area of each Owner's Unit in the Common Elements, Common Expenses, and voting share, based on the following formula:

<u>Interior area of the Unit owned</u>
--

Interior area of all Units

For purposes of the above formula, "Interior area of the Unit owned" shall mean the area of the Unit set forth in **Exhibit D** of the Declaration, which is based on the Unit Type and all available information available to the Declarant at the time of this Declaration; even if an actual measurement as built shall differ. For purposes of the above formula, the term "Interior area of all Units" shall mean the total square footage of all Units which are a part of the Project, as set forth in **Exhibit D**.

Public Agency. "Public Agency" shall mean individually and/or collectively the Village, the County, the State of Wisconsin, and the United States of America, or any agency of any of the foregoing that has authority over all or any portion of the Covered Property or which regulates or has the authority to regulate any of the uses thereon.

Regular Assessment. "Regular Assessment" shall mean a charge against each Owner and the Owner's Unit for purposes of covering the annual costs of the Common Expenses. Regular Assessments are calculated for each Owner in accordance with each Owner's Proportionate Share, based on a Budget adopted by the Board in accordance with this Declaration.

Reservation Policies and Procedures. "Reservation Policies and Procedures" shall mean such policies and procedures promulgated for the use and occupancy of the Cottage Units, as may be adopted from time to time by the Board.

Reserve Account. "Reserve Account" shall mean: (a) one or more interest bearing accounts with one or more banks and/or savings and loan associations selected by the Association, or (b) one or more treasury bills and/or certificates of deposit, which account(s), treasury bills and/or certificates of deposit shall contain funds collected as and for Reserve Expenses.

Reserve Expenses. "Reserve Expenses" shall mean the specific capital expenditures required to be made at any time and from time to time, allocated to each Owner based on each Owner's Proportionate Share, to provide for the repair, replacement or restoration of the Common Elements, Common Furnishings and for such other purposes as prudent business practice requires.

Rules and Regulations. "Rules and Regulations" shall mean the provisions and limitations promulgated from time to time by the Board governing the general use of the Common Elements and Limited Common Elements, Units by any Owner, permitted occupant, with respect to the Covered Property and the additional guidelines for use of the Covered

Property. The Board may also establish rules that affect one or more cluster of Cottage Units. However, the Consent of a Super-Majority of Members of any Cost Center Area may veto any proposed rule which would materially adversely affect the Owners of such Cost Center Area.

Special Assessment. "Special Assessment" shall mean a charge against each Owner and the Owner's Unit, calculated in accordance with the Proportionate Share, for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Covered Property, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board from time to time as provided herein. Special Assessments shall be allocated to Owners based on whether the nature of the costs and expenses are attributable to General Common Expenses or cluster of Units ("Cost Center Area Expenses"), if any.

Starting Date. "Starting Date" shall mean the date on which the first Original Deed conveying a Cottage Unit is recorded in the Official Records.

Statement of Status. "Statement of Status" shall mean a written statement setting forth the amount of any Delinquent Assessments or any other amounts unpaid with respect to such Unit.

Subsidy Agreement. "Subsidy Agreement" shall mean an agreement between the Association and Declarant regarding Declarant's subsidy of certain Assessments.

Supplementary Condominium Plat. The term "Supplementary Condominium Plat" means any Condominium Plat which supplements a previously recorded Condominium Plat and which is subsequently recorded to designate the boundaries of any Limited Common Elements. A Supplementary Condominium Plat shall also include a condominium plat or amendment to condominium plat which corrects technical errors in the originally recorded Condominium Plat.

Unit. "Unit" shall mean portions of the Covered Property identified and designated in the Condominium Plat attached under Exhibit B-2 as a "Cottage Unit" or the "Hotel Unit", for separate ownership, not owned in common with the Owners of other Units in the Covered Property, and shall consist of fee ownership in an Airspace. For the purposes of this Declaration, "Airspace" shall refer to that portion of a Unit identified in the Condominium Plat by a Unit number and shall consist of the interior of each Unit and the space encompassed thereby, including the outlets of all utility installations therein. The following are not part of a Unit: bearing walls, columns, beams, floors, roofs, slabs, gypcrete or concrete flooring, foundations, chimneys, balcony railings, exterior doors, landings, entry courts, reservoirs, tanks, pumps, private on-site sewer laterals and lines, drains, common mailbox structures, irrigation equipment and other central services, pipes, ducts, flues, chutes, conduits, wires, exterior lighting and other utility installations (and/or the outlets thereof when located within the Units). Also excluded are pavement, sidewalks, driveways, fences, perimeter walls, retaining walls, poles, signs, monument signs and all landscaping located on the Common Elements. Each Unit is bounded by and contained within the interior unfinished surfaces of the perimeter wall, floors, ceilings, windows and doors of the said Unit, and the Airspace encompassed thereby, and is identified

herein by its respective Unit number. The lower boundary of each Airspace is a horizontal plane, the elevation of which as shown on the elevation sheet attached to the Condominium Plat, the maximum upper boundary is as shown on the elevation sheet. The lateral boundaries of each Airspace are vertical planes at the limits of the horizontal dimensions as shown in the Condominium Plat for each Airspace. Each Unit includes both the portion of the depiction described and the Airspace so encompassed and the interior surfaces of all windows and doors in said Unit, all built-in appliances and fixtures and the firebox portion of the fireplace. Unless otherwise indicated, all boundary lines, both horizontal and vertical, intersect at right angles.

Use Periods. "Use Periods" shall mean any number or combination of days or weeks used by an Owner of a Cottage Unit within the maximum amount ninety (90) days use each Use Year (with no more than twenty-eight (28) consecutive days in a row), all reserved in accordance with the Reservation Policies and Procedures.

Use Plan. "Use Plan" shall mean the ownership and use plan for the Cottage Units set forth in this Declaration and further set forth in the Reservation Policies and Procedures promulgated by the Association for the use and occupancy of such Cottage Units.

Use Year. "Use Year" shall mean the one (1) year period commencing on January 1 and ending on December 31 each calendar year. The initial Use Year for a Cottage Unit shall be the period between the initial Close of Escrow date for the Unit and the end of the calendar year in which the Close of Escrow occurred.

Williams Bay Offer Form. "Williams Bay Offer Form" shall mean a purchase and sale agreement by and among Declarant and the person or entity named therein as "Buyer" or "Purchaser" providing for the sale by Declarant and the purchase by Buyer or Purchaser of a Cottage Unit in the Covered Property.

Wisconsin Statutes. "Wisconsin Statutes" shall mean collectively the applicable law to the Condominium, including the Condominium Ownership Act, Wisconsin Statutes Sections 703.01 – 703.38, any regulations promulgated thereunder, insurance laws, and any other applicable law or Wisconsin law, existing as of the effective date of this Declaration which regulate the Covered Property.

EXHIBIT D

UNIT INFORMATION

Unit No.	Unit Type	Land Area	Proportionate Share
1	"Hotel Unit"	704,457 sqft (16.17 acres)	98.446%
2	Cottage 'A'	1,161 sqft	0.162%
3	Cottage 'C'	1,051 sqft	0.147%
4	Cottage 'A'	1,161 sqft	0.162%
5	Cottage 'B'	1,051 sqft	0.147%
6	Cottage 'A'	1,161 sqft	0.162%
7	Cottage 'B' (ADA)	1,051 sqft	0.147%
8	Cottage 'A'	1,161 sqft	0.162%
9	Cottage 'A'	1,161 sqft	0.162%
10	Cottage 'B'	1,051 sqft	0.147%
11	Cottage 'A'	1,161 sqft	0.162%

