



**A PERFECT ENVIRONMENT**

**Residential      Recreational      Responsible**

**Chair**  
Edward Kranick  
**Supervisors**  
Steve Michels  
Joe Woelfle  
Magalie Miller  
Terri Mahoney-Ogden  
**Administrator**  
Dan Green

**TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING  
TUESDAY, MARCH 12, 2024  
6:30 PM**

**DELAFIELD TOWN HALL – W302 N1254 MAPLE AVENUE, DELAFIELD, WI  
AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Citizen Comments: Public comments from citizens regarding items on, or not on the agenda. The Board may not engage in a discussion with the citizen making the comments. Individual presentations are limited to three minutes and citizens shall follow the rules set forth in Section 2.04(1)(d) of the Town Code.
5. Approval of Minutes:
  - a. February 27, 2024, Town Board Minutes
6. Action on vouchers submitted for payment:
  - a. Report on budget sub-accounts and action to amend the 2023 or 2024 budget
  - b. 1) Accounts payable; 2) Payroll
7. Communications (for discussion and possible action):
  - a. LPSD annexation of Thomas Farm public hearing – March 26, 2024
8. Unfinished Business: None
9. New Business
  - a. Discussion and possible action on the following recommendations from the Plan Commission:
    - i. Tom Beaudry, 229 Lynndale Road, LLC, Re: Consideration and possible action on the Toy Box Condominium Plat and Declarations for Lake Country Toy Box vehicle storage facility located at N47W28229 Lynndale Road.
    - ii. Jacob Roy, W298N2808 Shady Lane, Re: Consideration and possible action on a Certified Survey Map to eliminate an internal lot line (lot combination) to clarify lot line location in anticipation of house improvements.
  - b. Discussion and possible action on the approval of vacation rental renewal licenses for KA Homes Investments, Kyle Miller, agent, for the property located at W304N2501 Maple Avenue, and Andy and Shala Fallon, for the property located at N28W29868 Oakwood Grove Road.
10. Announcements and Planning items
  - a. Town Board: Tuesday, March 26, 2024 @ 6:30 PM
  - b. Spring Election & Presidential Preference: Tuesday, April 2, 2024 @7:00 AM – 8:00 PM
  - c. Town Board: Tuesday, April 9, 2024 @ 6:30 PM
  - d. Annual Meeting of Electors followed by Town Board: April 16, 2024 @ 6:30 PM
11. Adjournment

Dan Green

Town of Delafield Administrator/Clerk/Treasurer

W302N1254 Maple Avenue ♦ Delafield, Wisconsin 53018-2117 ♦ Phone: 262-646-2398 ♦ Fax: 262-646-8687  
www.townofdelafield.org

**PLEASE NOTE:**

- ✓ It is possible that action will be taken on any of the items on the agenda and that the agenda may be discussed in any order. It is also possible that a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.
- ✓ Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Town Clerk Dan Green (262) 646-2398.



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Dan Green

March 12, 2024

To: Chairman Edward Kranick  
Cc: Town Board  
From: Dan Green, Administrator/Clerk/Treasurer

**Item:** Discussion and possible action on amending the 2023 Budget Miscellaneous Revenue and Capital Outlay Expenditure Budget by \$380,108.

### Description:

This budget adjustment request is for the 2023 budget revenue and expenditure of ARPA funds. These funds were utilized for capital equipment for the Highway Department. These purchases included a chassis from Lakeside International, a plow from Storm Equipment, a loader from Brook's Tractor, and tires from Pomp's Tire Service. There were also some miscellaneous expenditures for AV equipment repairs and upgrades.

### Recommendation:

Staff recommends approval amending the 2023 Budget to increase Other Financing Sources, "Transfer From ARPA Fund" (Account 10-49224) by \$308,108, and increase the Capital Outlays (Account 10-53310-810) by \$308,108.

TOWN OF DELAFIELD  
NOTICE OF PUBLIC HEARING  
FOR  
ANNEXATION TO LAKE PEWAUKEE SANITARY DISTRICT

NOTICE IS HEREBY GIVEN that a Public Hearing will be held by the Town of Delafield Board of Supervisors on Tuesday, March 26, 2024, starting at 6:30 p.m., at the Delafield Town Hall, W302 N1254 Maple Avenue, Delafield, WI 53018. The purpose of the hearing is to consider a request by George Erwin, on behalf of owners, Kellen H. Wesson and Amy E. Thomas, et al, and The Robert G. and Ann B. Thomas Revocable Trust and Amy E. Thomas, et al, for annexation of parcels of land, generally located east of Glen Cove Road, North of CTH DR, and west of Elmhurst Road, also known as Tax Key parcels DELT0809-995, and DELT0811-999, into the Lake Pewaukee Sanitary District (LPSD).

For further information regarding the public hearing, please contact Tim Barbeau, Town Engineer at (262) 317-3307 or Dan Green, Town Administrator/Clerk at (262) 646-2398.

All interested parties will be heard.

TOWN OF DELAFIELD  
Edward Kranick, Chairman  
W302 N1254 Maple Avenue  
Delafield, WI 53018

Legal Notice to be published in the Waukesha Freeman on Tuesday, March 12, 2024, and Tuesday, March 19, 2024.

# Plan Commission Report for March 5, 2022

## **Lake Country Toy Box Agenda Item No. 5. B.**

Applicant: Tom Beaudry, owner

Project: Lake Country Toy Box

Requested Action: Approval of Declaration and Condominium Plat

Zoning: M-1 Industrial

Location: N47 W28229 Lynndale Road

### **Report**

The intent of the Toy Box development is for each unit to be owned separately as opposed to units being leased. This type of ownership is governed by Section 703 of the Wisconsin State Statutes. Condominium in the Town zoning ordinance and the land development and development control ordinance is defined as “a community association combining individual unit ownership with share use or ownership of common property or facilities, established in accordance with the Condominium Ownership Act and § 703 Wisconsin Statutes.” A requirement of §703 is that a declaration and condominium plat be prepared and recorded. Section 18.04 (6) states that the plat shall be reviewed in the same manner as a preliminary plat and final plat. Therefore, the plat requires the approval of the Town Plan Commission and Town Board. Plat requirements found in § 703 are minimal as compared to a preliminary or final plat required of subdivisions.

I have reviewed the condominium plat to determine if it meets Wisconsin Statute requirements and have provided review comments to the surveyor. All my review comments have been incorporated onto the plat dated February 28, 2024.

Staff will review the Declaration when submitted by the property owner to make sure that nothing in the document conflicts with the Town Code or any conditions of approval made by the Plan Commission. The primary purpose of the Declaration is to describe the land on which the condominium is located, a description of each unit, a description of common elements, and information regarding voting at association meetings.

### **Staff Recommendation:**

I recommend that the Plan Commission approve the Toy Box Condominium plat dated February 28, 2024, and forward a recommendation to approve the same to the Town Board. I also recommend that the Plan Commission direct staff to review the Declaration and make sure that nothing in the document conflicts with the Town Code or any conditions of approval made by the Plan Commission.

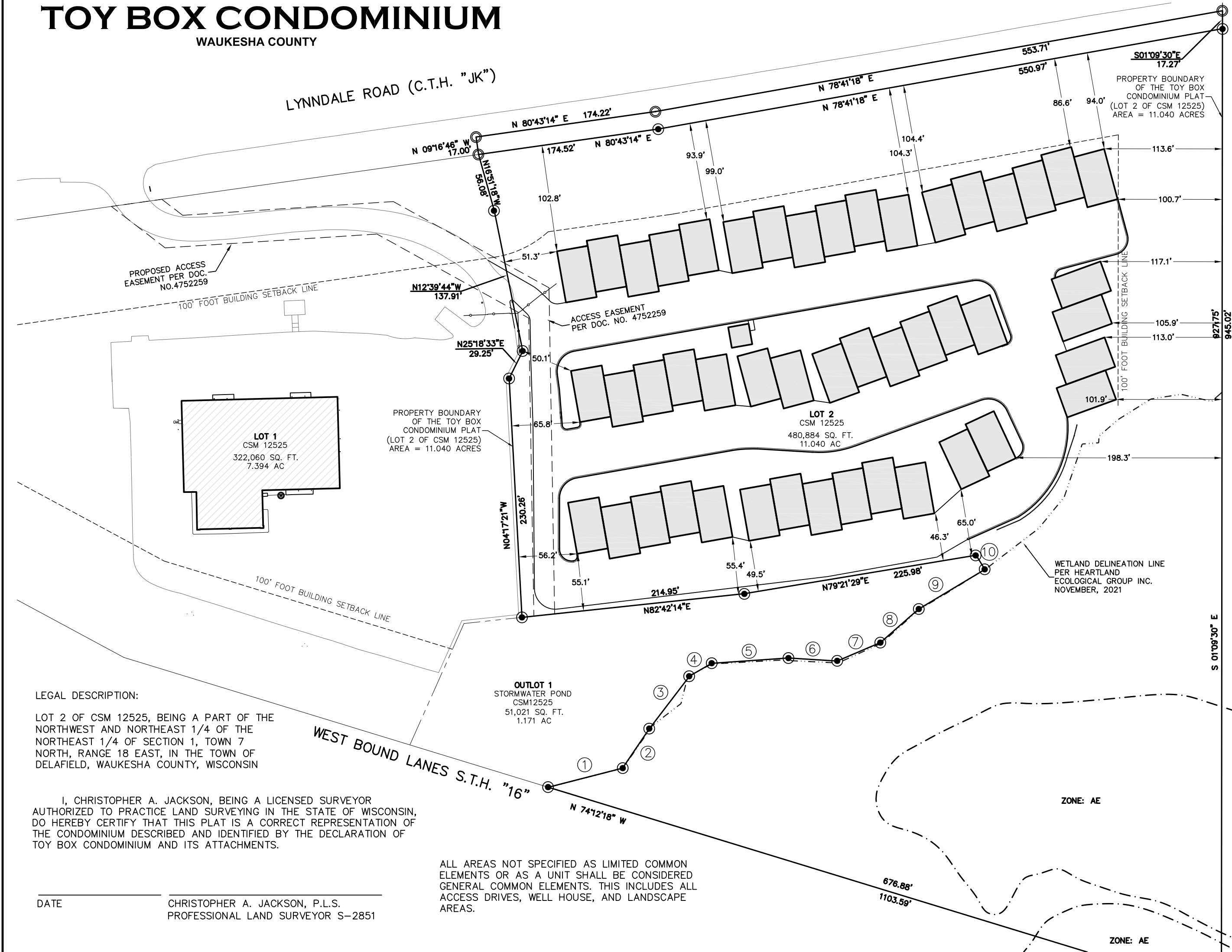
Tim Barbeau, Town Engineer

February 28, 2024

# TOY BOX CONDOMINIUM

WAUKESHA COUNTY

LYNNDAL ROAD (C.T.H. "JK")



**LEGAL DESCRIPTION:**

LOT 2 OF CSM 12525, BEING A PART OF THE NORTHWEST AND NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWN 7 NORTH, RANGE 18 EAST, IN THE TOWN OF DELAFIELD, WAUKESHA COUNTY, WISCONSIN

I, CHRISTOPHER A. JACKSON, BEING A LICENSED SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND IDENTIFIED BY THE DECLARATION OF TOY BOX CONDOMINIUM AND ITS ATTACHMENTS.

DATE \_\_\_\_\_ CHRISTOPHER A. JACKSON, P.L.S.  
PROFESSIONAL LAND SURVEYOR S-2851

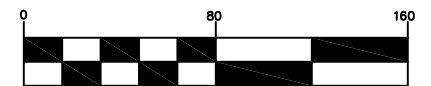
ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED GENERAL COMMON ELEMENTS. THIS INCLUDES ALL ACCESS DRIVES, WELL HOUSE, AND LANDSCAPE AREAS.

**CJ**  
engineering  
civil design and consulting  
9205 W. Center Street  
Suite 214  
Milwaukee, WI 53222  
PH. (414) 443-1312  
www.cj-engineering.com



- ⊙ INDICATES 1 INCH DIA. IRON PIPE, 18 INCHES IN LENGTH, WEIGHING 1.68 LBS PER LINEAL FOOT, SET.
- INDICATES 1.5 INCH DIA. IRON ROD FOUND.

**GRAPHIC SCALE**



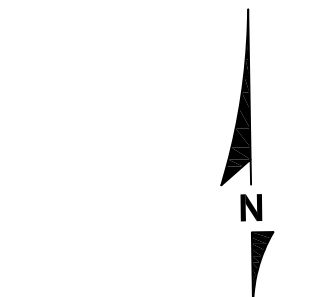
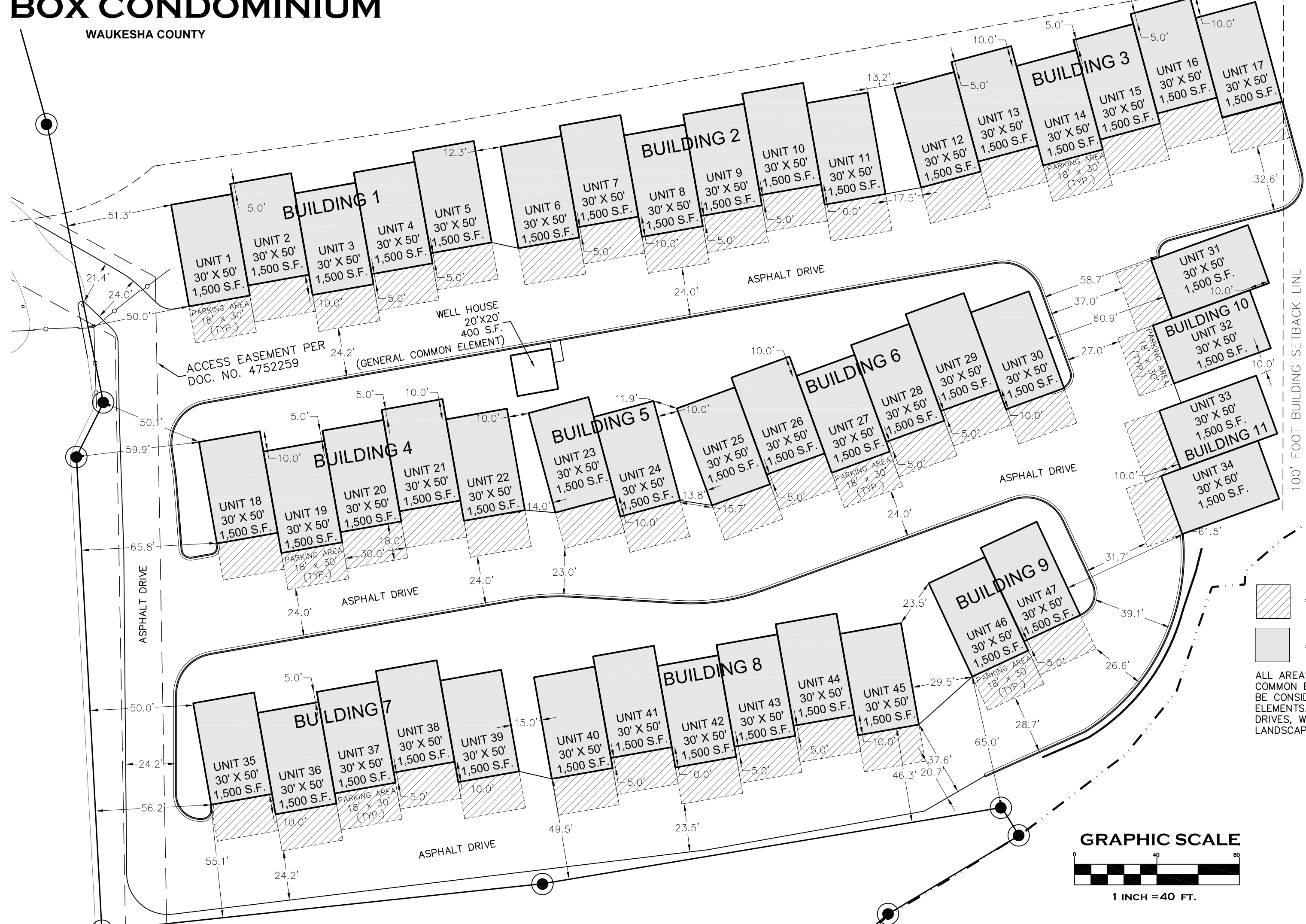
1 INCH = 80 FT.

LINE TABLE		
NO.	BEARING	DISTANCE
1	S74°24'27"W	73.74
2	S32°58'12"W	45.13
3	S36°05'48"W	64.56
4	S58°47'46"W	24.47
5	S84°49'25"W	74.03
6	N87°37'23"W	46.92
7	S65°36'38"W	45.29
8	S47°28'57"W	48.48
9	S57°52'27"W	74.56
10	S32°54'35"E	16.05

# TOY BOX CONDOMINIUM



WAUKESHA COUNTY

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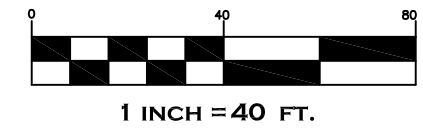
WETLAND DELINEATION LINE  
 PER HEARTLAND  
 ECOLOGICAL GROUP INC.  
 NOVEMBER, 2021

## LEGEND

-  = LIMITED COMMON ELEMENT
-  = UNIT

ALL AREAS NOT SPECIFIED AS LIMITED COMMON ELEMENTS OR AS A UNIT SHALL BE CONSIDERED GENERAL COMMON ELEMENTS. THIS INCLUDES ALL ACCESS DRIVES, WALKWAYS, WELL HOUSE AND LANDSCAPE AREAS.

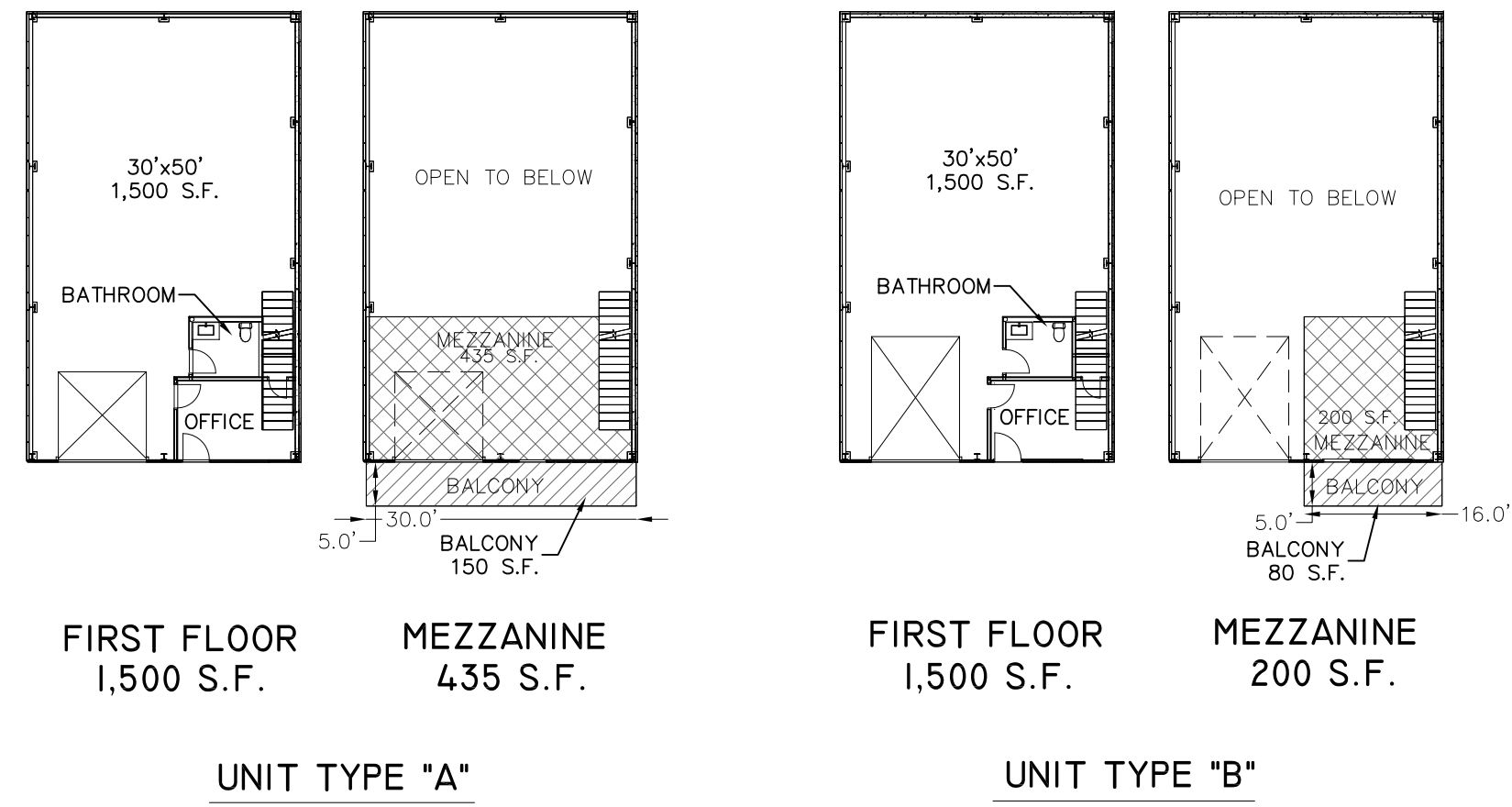
## GRAPHIC SCALE





# TOY BOX CONDOMINIUM

WAUKESHA COUNTY

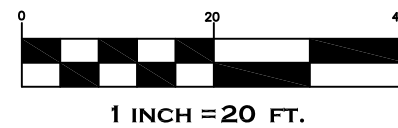
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## LEGEND

-  = MEZZANINE WITHIN UNIT
-  = LIMITED COMMON ELEMENT

## GRAPHIC SCALE





**DECLARATION OF CONDOMINIUM OWNERSHIP OF  
TOY BOX CONDOMINIUM**

**Waukesha, Wisconsin**

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**DECLARATION OF CONDOMINIUM OWNERSHIP OF  
TOY BOX CONDOMINIUM**

**Waukesha, Wisconsin**

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, a Wisconsin limited liability company (“Declarant”), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (“Act”).

**I. STATEMENT OF DECLARATION**

The Declarant is the owner of certain real estate located in the Town of Delafield, Waukesha County, Wisconsin, as legally described on the attached Exhibit A (“Land”). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon (“Property”), to the provisions of the Act.

**II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNIT**

(a) Identification of Units. The Property and the eleven (11) proposed commercial storage buildings (“Building”), and the forty-seven (47) units (“Units”) shall be known as TOY BOX CONDOMINIUM (“Condominium”). The Buildings, Units, their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements and Limited Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto (“Condominium Plat”). The Declarant reserves the right to change the style, model, size or location of the Building or any Unit, prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration. In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

(b) Boundaries of Units. The boundaries of each Unit shall be as follows:

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

(ii) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit, extended to an intersection with the perimetrical boundaries.

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

(c) Description of Units. It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. The Unit shall include, without limitation, all improvements now or hereafter located within such boundaries, including:

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

(ii) Interior lights and light fixtures.

(iii) Cabinets.

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

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

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

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

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

### III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

(a) Common Elements. Each owner of a Unit (“Unit Owner” or “Owner”) shall own an undivided interest in the Common Elements with all other Unit Owners. Each Unit’s percentage of ownership in the Common Elements shall be calculated by dividing the number one hundred (100) by the number of Units then included in the Condominium. Each Unit’s percentage of ownership in the Common Element shall be as set forth on the attached Exhibit C. The “Common Elements” shall include the following:

(i) The Land (including all landscaping);

(ii) The paved driveways, parking areas, private streets, pedestrian walkways, if any, situated on the Land;

(iii) The foundations, columns, pilasters, girders, beams, balconies, supports, main walls (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(iv) That part of the fire sprinkler system, if any, and its associated piping and operating mechanisms serving more than one Unit; and

(v) Any other portion of the improvements to the Land that is not part of a Unit as described above.

(b) Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein: All sidewalks, access ways, steps, stoops, decks, balconies and patios attached to, leading directly to or from, or adjacent to each Unit (including all exterior light fixtures appurtenant to the Unit).

(c) Conflict Between Unit Boundaries; Common Element Boundaries.

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

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

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

(d) Easement to Unit Owners. Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the sound proofing of common walls between the Units, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use.

#### IV. USE OF UNITS AND COMMON ELEMENTS

(a) Use of Units. Units are restricted to nonresidential use and shall only be used for those lawful activities conducted under the terms of a use by right or a conditional use permit issued under applicable zoning laws, rules, regulations and ordinances pertaining to the Condominium that are currently effective or may be adopted in the future by the Town. No business may be conducted from any Unit. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner from handling personal business or professional telephone calls or correspondence from the Unit. Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily visit, and such use is specifically prohibited. Storage of hazardous materials and/or hazardous waste is strictly prohibited, provided, however, that gasoline, diesel fuel and propane will be permitted to be stored only in the fuel tanks of motor vehicles. Units shall not be used for personal overnight stays.

(b) Lease of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except as follows:

(i) Owner Occupancy Requirement. Units must be occupied by the title owner of the Unit ("Owner Occupancy Requirement"). An exception to the Owner Occupancy Requirement will extend to current and future Owners who will be allowed to lease their Unit in compliance with the leasing regulations below, up to a maximum of twelve (12) Units being rented at one time ("Leasing Limit"). If twelve (12) Units are rented and a Unit Owner wishes to rent, the Unit will be placed on a waitlist to be kept by the Board/property manager. For purposes of this section, the Owner Occupancy Requirement and the Leasing Limit will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner. Further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a trust. The Board is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. **In no event will the Owner Occupancy Requirement or Leasing Limit apply to the Association, where the Unit is acquired by foreclosure of the Association's interest, either judicially or by accepting a deed in lieu of foreclosure.**

(ii) Special Hardship Exception. The Board shall have the authority to waive the requirements of the above paragraph and allow a Unit to be leased upon request of a Unit

Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within twenty (20) days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(iii) Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- a. The lease must be in writing;
- b. The lease must be for the entire Unit;
- c. The lease must be for a term of at least six (6) but no more than twelve (12) months;
- d. The lease must designate that the use of the premises is subject to the Declaration, the By-Laws, and the Rules and Regulations of the Association;
- e. A copy of the lease must be provided to the property manager no less than ten (10) days prior to its execution.

(c) Use of Common Elements.

(i) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Common Elements. No solar panels shall be installed in the Common Elements. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements (other than signs that may be allowed by law or as set forth in the rules and regulations).

(ii) Persons parking in Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space any

may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules established by the Association.

(iii) Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

(d) Pet Restrictions. No animal, except a "Permitted Pet" (as herein defined) or a "Permitted Animal" (as herein defined) shall be allowed within or about a Unit or the Common Elements. A Permitted Pet is defined as a single caged bird or common small tank fish. A Permitted Animal is defined as a domestic cat or a domestic dog, specifically excluding the following breeds of dogs: Akita, Chow, Pit Bull, Staffordshir Terrier, Presa Canario, Rottweiler, Sharpei and Wolf Hybrids. There shall be no more than two (2) Permitted Animals per Unit. No animal or pet, whether a Permitted Pet or Permitted Animal, may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner. In addition, the Board shall have the authority to order an otherwise Permitted Animal or Permitted Pet to be removed from the Condominium, if such animal or pet constitutes or becomes a nuisance to other Unit Owners, as determined by the Board in the use of its sole discretion. All excrement must be picked up and disposed of by the person in control of such animal.

## V. MAINTENANCE, REPAIRS AND REPLACEMENTS

### (a) Common Elements.

(i) The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the management and control of the Common Elements and Limited Common Elements, and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. All such maintenance, repairs, and replacements to the Common Elements and Limited Common Elements, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at

reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

(ii) The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

(iii) The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

(iv) In the event that any maintenance, repairs or replacement of another Unit, a Common Element or Limited Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

(b) Units.

(i) A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (1) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (2) such fixtures and equipment which are located within that Unit; and (3) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

(ii) An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Units may not be subdivided. Balconies and patios may not be enclosed.



## VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member (“Member”) of “Toy Box Condominium Association, Inc.,” a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes (“Association”). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified on the attached Exhibit C shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

## VII. ASSESSMENTS

(a) Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. Declarant shall be responsible for paying the difference between the actual aggregate common expenses incurred by the Association, and the actual aggregate amount of assessments collected from Unit Owners from the date a permanent occupancy permit is issued for the first Unit until the date the last Unit is sold by Declarant. In no event shall Declarant’s obligation for common expenses exceed the amount that Declarant would have been obligated to pay in assessments had Declarant been deemed a Owner of a Unit subject to the imposition of assessments from the date a permanent occupancy permit was issued for Units owned by Declarant. The Declarant shall not be responsible for paying for any expenses after the date of conveyance of the last Unit by the Declarant.

(b) The Board of Directors of the Association (“Board”) shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary, including any reserve accounts. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

(c) The Board may also levy special assessments against a particular Unit Owner and Unit for: (1) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (2) costs, expenses and actual attorneys’ fees incurred in, or in

anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (3) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (4) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (5) interest and late fees due on general and special assessments; (6) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (7) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

(d) Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

(e) Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two monthly installments of the then existing assessment for common expenses at the time of conveyance for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

(i) When the transfer is to or from a trust where the sole beneficiary is the donor and Unit Owner;

(ii) When the transfer is solely between spouses and/or domestic partners;

(iii) When the transfer is solely between a parent and his, her or their child;  
and

(iv) When the transfer is to or from the Association.

(f) The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional \$100.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge,

furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

(g) All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

## VIII. INSURANCE

(a) **Property Damage Insurance.** The Board shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the Association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

(b) **Additional Insurance.** In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(i) Worker's compensation insurance;

(ii) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(iii) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(iv) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

In addition to the insurance required above, the Board may obtain such other insurance, including cyber or automobile insurance, as it deems necessary

(c) Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

(d) Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

(e) Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

(f) Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might: (i) result in termination of any such policies; (ii) adversely affect the right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide such insurance; (iv) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition; provided that, in the case of such increase, Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or occupant to comply with Association Insurance requirements or (z) the failure of any Owner or occupant to comply with this Declaration or the By-Laws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

(g) Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

(i) The personal property within the Unit;

(ii) Coverage A with special perils coverage added, which changes the perils covered from “named perils” to “all risks unless excluded”, which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association’s master policy deductible(s);

(iii) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association’s master policy deductible(s);

(iv) Special perils contents coverage; and

(v) Sewer backup and sump pump failure coverage.

## IX. RECONSTRUCTION AND CONDEMNATION

(a) Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements (“Damaged Premises”), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

(b) Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to (c) below, Owners of all Units shall be assessed according to their interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises.

(c) Partition. If insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such for partition shall be maintained or initiated.

(d) Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

(e) Construction Fund. Insurance proceeds and special assessments shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to Owners and their mortgagees as their interests may appear, in accordance with their interests.

(f) Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this section shall control. Each Owner of an affected Unit shall have the right to appeal of the necessity of the taking and of the amount of condemnation award with respect to its Unit and Limited Common Elements, if any, appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the Common Elements. Any settlement or decision on an appeal by the Association as to the Common Elements shall be binding upon all Owners. Damages shall be awarded and interests shall be adjusted as follows:

(i) Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

(ii) If no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Owners in proportion to their respective interests.

(iii) Where an entire Unit is taken, the votes on Association matters appertaining to the remaining Units shall be calculated post-condemnation in the same manner as provided above but with respect only to the remaining Units. A partial taking of a Unit shall not include the interest or vote appurtenant to the Unit. If interests or votes are affected, the Association shall record an amendment, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole. Costs of restoration of Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of Owner having seventy-five percent (75%) or more of the votes. Upon partition, the net proceeds of sale of the Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board decision, then reconstruction, including any necessary reconstruction of Units shall commence with costs of restoration of the Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their interests.

## X. DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and the Common Elements as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open houses and the erecting of signs.

## XI. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon

Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

## XII. RIGHTS OF MORTGAGE HOLDERS

(a) Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(ii) Any thirty (30) day delinquency in the payment of assessments owed by Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(iii) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(iv) Any proposed action that requires the consent of mortgagees.

(b) Mortgagee Acquisition of Unit. A mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget), to the extent set forth in the Act.

(c) Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of mortgagees.

(d) Termination. Any election to terminate the Condominium must require mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (2) sixty-seven percent (67%) in all other cases.

### XIII. CLAIMS AND REMEDIES

(a) **Owner Claims: Mediation and Arbitration Requirements.** In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and in either case (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

(b) **Attorney's Fees.** The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in (a), the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

(c) **Damages.** The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, By-Laws, or rules and regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the rules and regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the Condominium Documents.

(d) **Owner Violation; Association Right to Cure.** In addition to any other remedies provided herein, if any Owner or occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the By-Laws or the rules and regulations, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit and its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure. Once the Association has taken such an action, it may, but shall not be obligated to, take any other or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or occupant of a particular Unit.

### XIV. GENERAL PROVISIONS

(a) **Remedies.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term,



covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

(b) Assignment. The rights, powers, and obligations of the party named as Declarant may be assigned by a written, recorded amendment to any other party who assumes such rights, powers and obligations. Upon the recording of any such amendment, such assignee shall become Declarant under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.

(c) Right of Entry. Each Unit Owner hereby grants a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in this Declaration. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense, except as allocable to an individual Unit or Units for cause in the discretion of the Association.

(d) Severability. If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

(e) Termination. This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

(f) Amendments.

(i) Except as otherwise provided by the Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of Unit Owners owning not less than two-thirds (2/3) of the percentage interest in the Common Elements. To the extent set forth in the Act, no Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Any amendment shall be recorded with the Register of Deeds for Waukesha County. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

(ii) Declarant, for as long as the Declarant shall have ownership in the Property or Condominium, and when the Declarant no longer has an interest in the Property or Condominium then the Board, shall have the right and power to record special amendments to this Declaration at any time and from time to time which amend this Declaration (1) to comply with requirements of the FNMA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities or any institutional lender issuing a commitment to make mortgage loans covering twenty percent (20%) or more of the Units, (2) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee mortgages secured by any Unit, (3) to conform this Declaration with the requirements of the Act, or (4) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant to make or consent to a special amendment on behalf of each Unit Owner. Each deed, mortgage or other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power reserved to Declarant to make, execute and record Special Amendments. The rights reserved to the Declarant under this Section shall terminate at such time as the Declarant no longer holds or controls title to any part of the Property or ten (10) years from the date this Declaration is recorded, whichever first occurs.

(g) Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Robert Joseph, 117 N. Jefferson Street, Suite 200, Milwaukee, WI 53202. The resident agent may be changed by the Association in any manner permitted by law.

IN WITNESS WHEREOF, the Declarant, \_\_\_\_\_, has executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_,  
a Wisconsin limited liability company

By: \_\_\_\_\_  
Robert Joseph, Manager

#### AUTHENTICATION

Signature of Robert Joseph authenticated  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

---

Bradley I. Dallet  
Title: Member Sate Bar of Wisconsin

This instrument was drafted by:  
Bradley I. Dallet  
Husch Blackwell LLP  
511 N. Broadway, Suite 1100  
Milwaukee, WI 53202

**EXHIBIT A**  
**LEGAL DESCRIPTION**

See attached.

**EXHIBIT B**

**CONDOMINIUM PLAT AND FLOOR PLANS**

See attached

**EXHIBIT C**

UNIT NUMBERS AND PERCENTAGE INTEREST OF COMMON ELEMENTS

<u>BUILDING</u>	<u>% INTEREST PER UNIT</u>	<u>TOTAL % INTEREST BY BUILDING</u>
<u>Building 1</u> Units 1-5	_____ %	_____ %
<u>Building 2</u> Units 6-11	_____ %	_____ %
<u>Building 3</u> Units 12-17	_____ %	_____ %
<u>Building 4</u> Units 18-22	_____ %	_____ %
<u>Building 5</u> Units 23-24	_____ %	_____ %
<u>Building 6</u> Units 25-30	_____ %	_____ %
<u>Building 7</u> Units 35-39	_____ %	_____ %
<u>Building 8</u> Units 40-45	_____ %	_____ %
<u>Building 9</u> Units 46-47	_____ %	_____ %
<u>Building 10</u> Units 31-32	_____ %	_____ %
<u>Building 11</u> Units 33-34	_____ %	_____ %

**EXHIBIT D**

**CONSENT OF MORTGAGE HOLDER**

The undersigned, \_\_\_\_\_, being the holder of a mortgage on the real estate being subjected to the condominium form of ownership hereunder, hereby consents to the terms and provisions of the above Declaration of Condominium Ownership of Toy Box Condominium.

Dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

By: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_  
day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public State of Wisconsin  
My commission Expires: \_\_\_\_\_

# Plan Commission Report for November 1, 2022

## **Roy Certified Survey Map Agenda Item No. 5. C.**

Applicant:	Jacob Roy
Project:	Land Combination
Requested Action:	Approval of Certified Survey Map
Zoning:	R-3 (County Zoning)
Location:	W298 N2808 Shady Lane

### **Report**

Mr. Roy is planning an addition to his house. Town and County staff require owners to “clean up” lot line issues when such a request is made in order to avoid nonconforming offsets. The CSM eliminates a lot line that passes through the middle of his driveway. Although the line may not affect the addition, the owner wants to know where the lot lines are located. I have reviewed the CSM for conformance to our code, provided my review comments to the surveyor and received an updated survey (included in your packets). There are a few outstanding minor technical items that need to be added to the CSM that will not significantly change the document.

### **Staff Recommendation:**

I recommend conditional approval of the CSM prepared by C3E Geomatics revised October 26, 2022, subject to the surveyor addressing any outstanding review comments raised by the Town and County staff prior to execution of the document.

Tim Barbeau, Town Engineer  
October 26, 2022





# TOWN OF DELAFIELD

## APPLICATION FOR PLAN COMMISSION AGENDA

*Plan Commission meetings are typically held the first Tuesday of every month. All applications must be submitted at least 3 weeks before a Plan Commission meeting to make the agenda. Any late submittals will be considered at the following meeting.*

(PLEASE PRINT)

Owner Information			Applicant		
Name: <b>Jacob Roy</b>			Name: <b>Jacob Roy</b>		
Address <b>W298N2808 Shady Ln</b>			Address <b>N8663 Wilmers Lndg</b>		
City <b>Pewaukee</b>	State <b>WI</b>	Zip <b>53072</b>	City <b>East Troy</b>	State <b>WI</b>	Zip <b>53120</b>
Telephone Number [REDACTED]			Telephone Number [REDACTED]		
Email: [REDACTED]			Email: [REDACTED]		

### APPLICATION TYPE AND FEE (CHECK ALL THAT APPLY)

\*Application fees are non-refundable. Fees cover costs associated with public notification, postage, copies, and document recording, however, applicants agree to pay all additional expenses that the Town may incur by virtue of contracted plan review services including but not limited to: legal, surveying and engineering costs.

- |   |  |
|---|--|
| <input type="checkbox"/> Site Plan.....\$150.00                       | <input type="checkbox"/> Home Occupation.....\$50.00           |
| <input type="checkbox"/> Site Grading Plan.....\$50.00                | <input type="checkbox"/> Zoning Amendment.....\$300.00         |
| <input type="checkbox"/> Lighting Plan.....\$50.00                    | <input type="checkbox"/> Land Use Amendment.....\$300.00       |
| <input type="checkbox"/> Signage Plan.....\$75.00                     | <input type="checkbox"/> Conditional Use.....\$225.00          |
| <input type="checkbox"/> Preliminary Plat.....\$300.00                | <input type="checkbox"/> Plan of Operation.....\$150.00        |
| <input type="checkbox"/> Final Plat.....\$150.00                      | <input type="checkbox"/> Planned unit Development.....\$225.00 |
| <input checked="" type="checkbox"/> Certified Survey Map.....\$250.00 | <input type="checkbox"/> Conceptual Plan Review.....\$50.00    |
| <input type="checkbox"/> Developer's Agreement.....\$100.00           | <input type="checkbox"/> Other.....\$50.00 minimum             |

**PROJECT NAME:** Jacob Roy Remodel

**Property Address:** W298N2808 Shady Ln Pewaukee WI 53072

**Tax ID/Parcel ID:** DELT0774047      **Lot Size:** 15,445.8SF

**Current Zoning:** \_\_\_\_\_      **Proposed Zoning (if applicable)** \_\_\_\_\_

**Present Use:** Residential home      **Intended Use (if applicable):** Residential home

A complete application along with the appropriate fees shall be submitted by the deadline outlined at the top of the application. In order for an application to be considered complete, the application shall include the required number of site plans/maps, and all of the necessary supporting information as indicated on the project review checklist. If applying for a conditional use or development agreement, a document showing vested interest in the property is required. The Town of Delafield reserves the right not to accept an application that is deemed incomplete.



# TOWN OF DELAFIELD PLAN COMMISSION APPLICATION

## Project Description

Please answer the questions below that pertain to your request. If necessary, please attach a separate sheet.

### **PETITION FOR REZONING**

In the space below, please describe the purpose of the rezoning.

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### **PETITION FOR LAND USE AMENDMENT**

In the space below, please describe the purpose of the Land Use Amendment.

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### **PETITION FOR CONDITIONAL USE**

In the space below, please describe the purpose of the Conditional Use.

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### **PETITION FOR CERTIFIED SURVEY MAP / PRELIMINARY PLAT / FINAL PLAT**

In the space below, please describe the intention of the land division.

Removal of the internal lot line

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### **PETITION FOR SITE PLAN / PLAN OF OPERATION / OTHER APPLICATION**

In the space below, please describe the intention for the site plan, plan of operation, or other application.

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# Required Forms for Submittal

### Required Forms Checklist:

- Legal Description (all applications)
- Professional Staff/Fees Chargeback Acknowledgement (all applications)
- Certification for Division of Land (Certified Survey Map land splits)

### Submittal Information:

- One (1) copy of this application (signed & dated)
- One (1) electronic copy of all supporting materials, i.e., drawings, plans and written documentation (via email to dgreen@townofdelafield.org).
- Two (2) full size hard copies of all supporting materials, i.e., drawings, plans and written documentation of plans 11"x17" and smaller.
- Seven (7) copies of supporting materials larger than 11"x17".

I understand that this form shall be on file in the office of the Town Administrator by 4:00 p.m. on the 21st day before the meeting on which I desire to be heard or as required in the Land Division or Zoning Ordinance, whichever is longer. Plan Commission meetings are held the first Tuesday of each month. Furthermore, I understand that any engineering or legal review fees associated with this project may be charged to me.

FAILURE TO PROVIDE ALL REQUIRED MATERIALS AND INFORMATION CAN RESULT IN THIS APPLICATION BEING WITHDRAWN FOR CONSIDERATION BY THE PLAN COMMISSION.

  
\_\_\_\_\_  
Signature of Owner

10/14/22  
\_\_\_\_\_  
Date

Sarcos Roy  
\_\_\_\_\_  
Print Name

### For Office Use Only

Application Received \_\_\_\_\_  
Date Received \_\_\_\_\_  
PC Meeting Date \_\_\_\_\_  
Public Hearing Date \_\_\_\_\_

Amount Received \_\_\_\_\_  
Received by \_\_\_\_\_  
Board Meeting Date \_\_\_\_\_

Publication Date (if required) \_\_\_\_\_



**TOWN OF DELAFIELD**

**PROFESSIONAL STAFF FEES CHARGEBACK ACKNOWLEDGEMENT**

**PLEASE BE ADVISED**

That pursuant to the Town of Delafield Code of Ordinances, the Town of Delafield Town Board has determined that whenever the services of the Town Attorney, Town Engineer or any of the other Town's professional staff results in a charge to the Town for that professional's time and services, and such service is not a service supplied to the Town as a whole, the Town Clerk shall charge that service and the fees incurred by the Town to the owner of the property. Also be advised that pursuant to the Town of Delafield Code of Ordinances certain other fees, costs and charges are the responsibility of the property owner.

\*\*\*\*\*

I, the undersigned, have been advised that, pursuant to the Town of Delafield Code of Ordinances, if the Town Attorney, Town Engineer or any other Town professional provides services to the Town as a result of my activities, whether at my request or at the request of the Town, I shall be responsible for the fees incurred by the Town. Also, I have been advised that pursuant to the Town of Delafield Code of Ordinances, certain other fees, costs and charges are my responsibility.

  
\_\_\_\_\_  
Signature of Owner

10/14/22  
\_\_\_\_\_  
Date

Jacob Roy  
\_\_\_\_\_  
Owner's name (please print)

Form received by: \_\_\_\_\_

Date: \_\_\_\_\_

# Certified Survey Map

All of Lot 19 and the Southerly 10 feet of Lot 18 of Plat of Re-Survey of Lots 7,8,11,13,15,16,18-24 of the Continuation of the Plat of Blatz Oakwood Grove being part of the The Southwest 1/4 of the Northwest 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin



NW 1/4 SEC. 14, T7N, R18 E

NW Cor. NW 1/4, Sec. 14, T7N, R18E  
Conc. Mon. W/ Brass Cap

### LEGEND

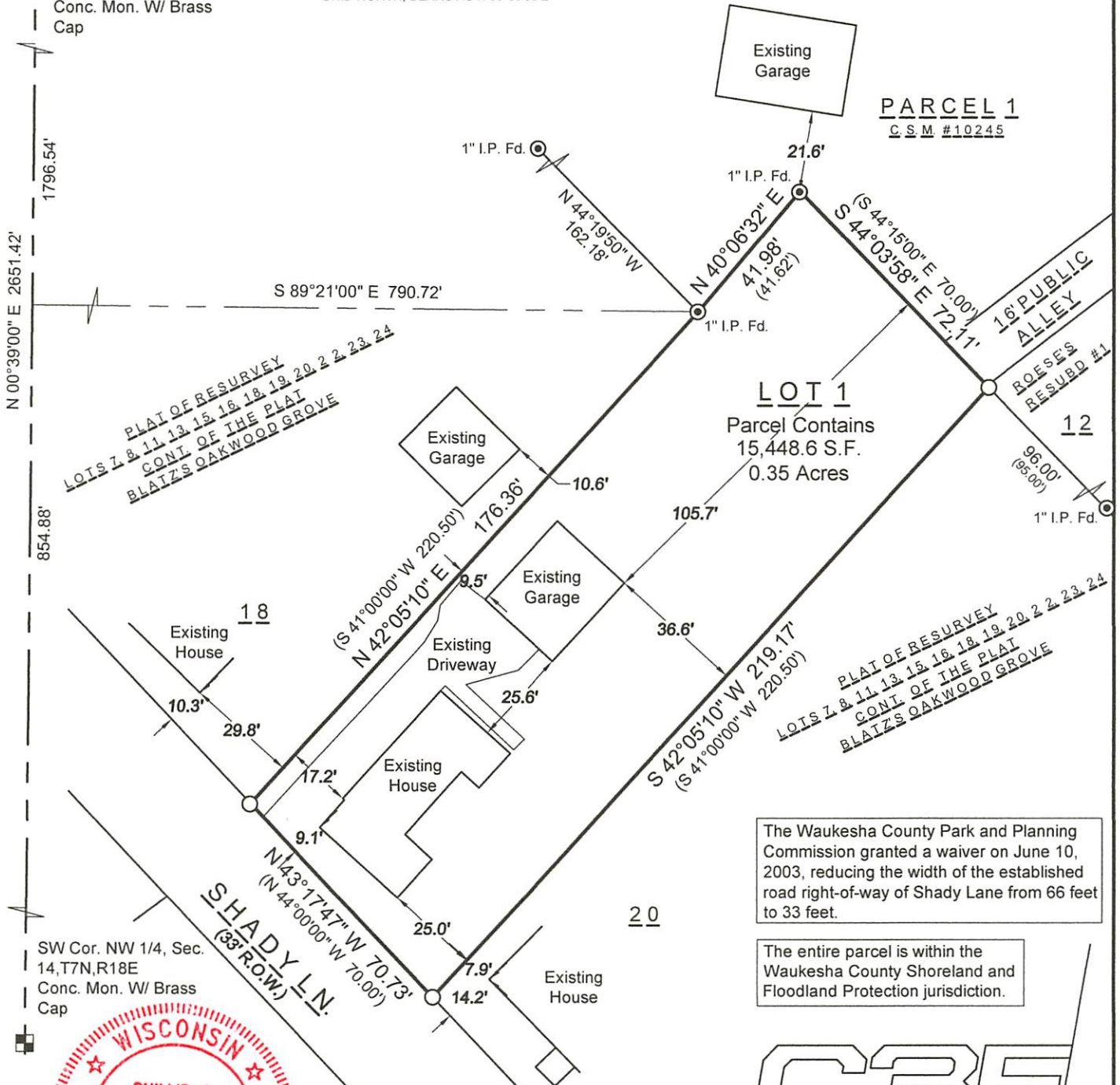
- 3/4"X18" IRON ROD SET  
1.50Lbs./LINEAL FOOT
- MONUMENT FOUND AS NOTED  
(Measured Outside Diam.)
- ( ) INDICATES RECORDED AS  
DISTANCES ARE MEASURED TO THE  
NEAREST HUNDREDTH OF A FOOT



Prepared For:

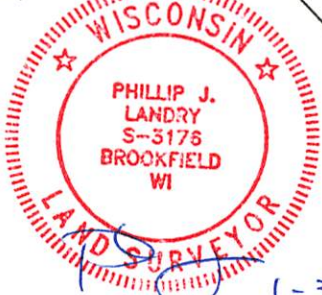
Jacob M Roy  
W298N2808 Shady Ln  
Pewaukee, WI 53072-4211

HORIZONTAL DATUM IS BASED ON C. S. M. No. 10405 WEST LINE OF THE NW 1/4 OF SEC. 14, T7N, R18E OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD-27), AND ALL BEARINGS ARE REFERRED TO GRID NORTH, BEARS AS N 00°39'00 E



The Waukesha County Park and Planning Commission granted a waiver on June 10, 2003, reducing the width of the established road right-of-way of Shady Lane from 66 feet to 33 feet.

The entire parcel is within the Waukesha County Shoreland and Floodland Protection jurisdiction.



Revised 06-05-23  
Revised 04-12-23  
Revised 10-26-22



260 Regency Court • Lower Level  
Brookfield, WI 53045 • (262) 312-1034  
c3egeomatics.com

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 25th day of April, 2022

Sheet 1 of 4 Job# 22037

1-30-24



# Certified Survey Map

All of Lot 19 and the Southerly 10 feet of Lot 18 of Plat of Re-Survey of Lots 7,8,11,13,15,16,18-24 of the Continuation of the Plat of Blatz Oakwood Grove being part of the The Southwest 1/4 of the Northwest 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin

## SURVEYOR'S CERTIFICATE:

I Phillip J. Landry, Professional Land Surveyor, do hereby certify:

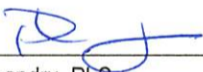
That I have surveyed, Divided and mapped a parcel of land located in a part of the NW ¼ of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin, Parcel now being more particularly bounded and described and follows:

Commencing at the Southwest Corner of the aforementioned NW 1/4, thence N 00°39'00" E along the West line of said NW 1/4, 854.88 feet; thence S 89°21'00" E along a line perpendicular to said West line of said NW 1/4, 790.72 feet to a 1" Iron Pipe being the Southwest Corner of Certified Survey Map No. 10245 and also being the Point of Beginning; thence N 40°06'32" E along the southeasterly line of said Certified Survey Map, 41.98 feet to a 1" Iron Pipe Found marking a corner of said Certified Survey Map; thence along the southwesterly line of said Certified Survey Map, S 44°03'58" E, 72.11 feet to the Northeast Corner of Lot 19 of the Plat of Resurvey of Lots 7, 8, 11, 13, 15, 16, 18, 19, 20, 21, 22, 23, and 24 of the Continuation of the Plat of Blatz's Oakwood Grove, said Northeast Corner lies N 44°03'58" W, 96.00 feet of a 1" Iron Pipe Found; thence S 42°05'10" W along the southeasterly line of said Lot 19, 219.17 feet to the Southeast Corner of said Lot 19 and being the Northerly line of Shady Lane, thence N 43°17'47" W along said northerly line of Shady Lane, 70.73 feet; thence N 42°05'10" E, 176.36 feet to the point of beginning of this description.

The gross area of said parcel contains 15,448.6 Square feet more or less or 0.35 Acres of land more or less.

That I have made such survey, land division and map by the direction of Jacob M Roy, 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 chapter 236 of the Wisconsin Statutes, the subdivision ordinance of Waukesha County, and the Platting ordinance of the Town of Delafield and the Village of Hartland in surveying, dividing and mapping same.

Dated this 30<sup>th</sup> day of JANUARY, 20 24.

  
Phillip J. Landry PLS  
Professional Land Surveyor S-3176

### BASEMENT RESTRICTION - GROUNDWATER

The lands that are a part of this Certified Survey Map are located in an area with mapped soils that may contain seasonal high groundwater. The Waukesha County Shoreland and Floodland Protection Ordinance currently requires that the lowest level of any residence must be at an elevation that is at least one (1) foot higher than the highest seasonal groundwater level, unless a variance from that requirement is obtained from the Waukesha County Board of Adjustment. Therefore, additional soil testing in the vicinity of any future proposed residence will be required to ensure compliance with this requirement. If the requirement regarding vertical separation distance from the highest seasonal groundwater level is modified by a future amendment to the Waukesha County Shoreland and Floodland Protection Ordinance, the requirement at the time of construction shall apply. All groundwater separation requirements set forth by the Town of Delafield must also be complied with.



1-30-24

Revised 06-05-23  
Revised 04-12-23  
Revised 10-26-22

This Instrument was drafted by Phillip J. Landry, a Professional Land Surveyor, S-3176 on this 25th day of April, 2022



260 Regency Court • Lower Level  
Brookfield, WI 53045 • (262) 312-1034  
c3egeomatics.com

Sheet 2 of 4

Job# 22037

# Certified Survey Map

All of Lot 19 and the Southerly 10 feet of Lot 18 of Plat of Re-Survey of Lots 7,8,11,13,15,16,18-24 of the Continuation of the Plat of Blat'z Oakwood Grove being part of the The Southwest 1/4 of the Northwest 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of Delafield, Waukesha County, Wisconsin

## OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the land described on this map to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the provisions of Chapter 236 of the Wisconsin State Statutes, the subdivision ordinance of Waukesha County, and ordinances of Town of Delafield and the Village of Hartland, this 31<sup>st</sup> day of January, 2024.

  
\_\_\_\_\_  
Jacob M. Roy

STATE OF WISCONSIN )  
 ) SS  
County of Waukesha )

Personally came before me this 31 day of January, 2024, the above named Jacob M. Roy, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

  
\_\_\_\_\_

Print Name Sergei Khmelevski

Notary Public, Waukesha County, WI.


My Commission Expires: 03/29/2024

**SERGEI KHMELEVSKI**  
NOTARY PUBLIC  
STATE OF WISCONSIN

## VILLAGE OF HARTLAND EXTRA TERRITORIAL APPROVAL:

This Certified Survey Map was approved by the Village of Hartland on this 26<sup>th</sup> day of February, 2024.

  
\_\_\_\_\_  
Jeffrey Pfannerstill President

  
\_\_\_\_\_  
Sandee Polibello Clerk



c-30-24

Revised 06-05-23  
Revised 04-12-23  
Revised 10-26-22

**C3E**  
GEOMATICS  
260 Regency Court • Lower Level  
Brookfield, WI 53045 • (262) 312-1034  
c3egeomatics.com



# Certified Survey Map \_\_\_\_\_

All of Lot 19 and the Southerly 10 feet of Lot 18 of Plat of Re-Survey of  
 Lots 7,8,11,13,15,16,18-24 of the Continuation of the Plat of Blat'z  
 Oakwood Grove being part of the The Southwest 1/4 of the Northwest  
 1/4 of Section 14, Township 7 North, Range 18 East, in the Town of  
 Delafield, Waukesha County, Wisconsin

## TOWN OF DELAFIELD BOARD APPROVAL:

Approved and accepted by the Town Board of the Town of Delafield on this \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_\_.

\_\_\_\_\_  
 Ronald A. Troy Town Chairman

\_\_\_\_\_  
 Dan Green Town Clerk

## TOWN OF DELAFIELD PLANNING COMMISSION APPROVAL:

Approved by the Plan Commission of the Town of Delafield on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

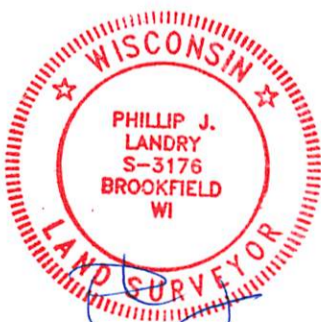
\_\_\_\_\_  
 Kevin Fitzgerald Plan Commission Chairman

\_\_\_\_\_  
 Dan Green Secretary

## WAUKESHA COUNTY DEPARTMENT OF PARKS & LAND USE APPROVAL:

The above, which has been filed for approval as required by Chapter 236 of the Wisconsin State Statutes, is Hereby Approved  
 on this 31<sup>st</sup> day of January, 2024.

Dale R. Shaver *by Sandra L. Scherer*  
 Dale R. Shaver Director



(- 30-24

Revised 06-05-23  
 Revised 04-12-23  
 Revised 10-26-22



260 Regency Court • Lower Level  
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 c3egeomatics.com





A PERFECT ENVIRONMENT

Residential      Recreational      Responsible

Chair  
Edward Kranick  
Supervisors  
Steve Michels  
Joe Woelfle  
Magalie Miller  
Terri Mahoney-Ogden  
Clerk/Treasurer  
Dan Green

February 28, 2024

KA Homes Investments  
Attn: Kyle Miller  
230 Pawling Ave.  
Hartland, WI 53029

Re: Vacation Rental License  
Town of Delafield

Dear Kyle,

In February of 2022, you were issued a vacation rental license by the Town Board of the Town of Delafield. Condition 11 of the license states that the license shall be placed on an April Town Board meeting agenda for review in order to ensure compliance with all licensing requirements. To facilitate that review, please complete the information below and return this document to Dan Green Town Administrator no later than April 2, 2024 for inclusion on the April 9, 2024 Town Board meeting.

A copy of the vacation rental ordinance is included for your information.

Your cooperation is appreciated.

Sincerely,

Dan Green  
Town Administrator

	Condition	Met	Not Met	Comments
1.	The Petitioner must provide to the Town Clerk a copy of the State Tourist Rooming House permit for the Subject Property, prior to the Town's license being effective; and evidence of each renewal of such State permit shall be filed by the Petitioner with the Town Clerk, such that evidence of a current State permit is always on file for the duration of the Town's vacation rental establishment license.	X		
2.	Transfer of a license because of transfer or sale of property is not permissible. Should such property be sold, then the license shall become void.	X		DID NOT SELL OR TRANSFER!
3.	All vacation rental establishments shall be subject to and comply with Wisconsin Statutes Section 66.1014(2)(d)2. And 97.01 (15k), subchapter VII including maintaining a tourist rooming house annual license as required by Wisconsin Statutes Section 97.605(1)(a), which sections are incorporated herein by reference.	X		
4.	All vacation rental establishments shall be subject to and comply with Wisconsin Administrative Code ATCP 72 which is hereby incorporated by reference.	X		

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice. This ensures transparency and allows for easy verification of the data.

Furthermore, it is noted that the records should be kept in a secure and accessible format. Regular backups are recommended to prevent data loss in the event of a system failure or disaster.

The second section details the process of reconciling accounts. This involves comparing the internal records with the bank statements to identify any discrepancies. Any differences should be investigated immediately to determine the cause, such as a missed entry or a bank error.

Finally, the document stresses the need for periodic audits. These audits help to ensure that the financial statements are accurate and comply with all applicable laws and regulations.

In addition, it is important to establish a clear policy regarding the retention of financial records. Different types of records may have different retention periods, depending on local and international regulations.

The document also addresses the issue of data privacy. It is crucial to ensure that all financial data is protected from unauthorized access. This can be achieved through the use of strong passwords, encryption, and access controls.

Moreover, the importance of staying up-to-date with changes in accounting standards and tax laws is highlighted. Regular training and professional development are essential for maintaining the highest level of accuracy and compliance.

The final part of the document provides a summary of the key points discussed. It reiterates the importance of accuracy, security, and compliance in all financial reporting.

The document concludes by stating that a robust financial reporting system is essential for the success of any business. It provides a clear framework for how to implement and maintain such a system.

For more information on financial reporting best practices, please contact our support team. We are committed to providing you with the resources and expertise you need to succeed.

Thank you for your attention to this important matter.

5.	Each vacation rental establishment shall be required to keep a register and require all guests to sign such register using their actual names and address before being assigned quarters. The register shall be available for inspection by the Waukesha County Sheriff's Department, and Town Code Enforcement Officer for a period of not less than one year.	X		
6.	A minimum of one off-street parking stall shall be provided for every guest bedroom with a minimum of three. All parking areas shall meet the size and location requirements of the Town Code and shall be hard-surfaced and maintained in a reasonably dustless condition.	X		
7.	Every vacation rental establishment shall be properly addressed with numbers on the street side of the structure, a minimum of 5" high and of contrasting color so as to be visible from the street.	X		
11.	All refuse containers shall be screened from view.	X		
13.	Sleeping quarters related to a vacation rental establishment use shall only be located within the principal structure on the lot. Accessory buildings cannot be used for sleeping quarters.	X		
14.	Property that is used for a vacation rental establishment must have clearly delineated property lines, by approved fences, vegetation, or other means to the satisfaction of the Town Board. Such clear delineation must be maintained for the duration of the license, to ensure that all users of the property are clearly aware of the boundaries of the property and confine their use to the applicable parcel.	X		
16.	The vacation rental establishment occupancy limits shall not exceed the number of occupants allowed by Wisconsin Administrative Code Section ATCP 72.14(2)(b) per bedroom, and also, shall not exceed 8 per 1,000 square feet of living area within the principal structure.	X		
17.	The parcel cannot have more people on site than the higher of 20 people or the maximum number of people allowed under Wisconsin Administrative Code Section ATCP 72.14(2)(b).	X		
18.	The Petitioner/Owner must provide a copy of this section and a copy of the license, to all parties using the property for vacation rental purposes, prior to commencement of each such use.	X		
	*If a vacation rental establishment is rented for more than 6, but fewer than 29 consecutive days the vacation rental establishment shall not operate outside of the 180 consecutive day period that begins on the date of the first such rental, for a 365 day period. The owner of the vacation rental establishment shall notify the Town Clerk in writing when the first 365 day period begins, and all subsequent 365 day periods shall be measured from that date. This limitation shall be interpreted in compliance with Wisconsin Statutes Section 66.1014(2)(d)1.	X		
	*Rental of a residential dwelling for 6 days or fewer is prohibited.	X		

Notes: Numbering corresponds to conditions of the license.  
 \*Condition added to comply with State law.

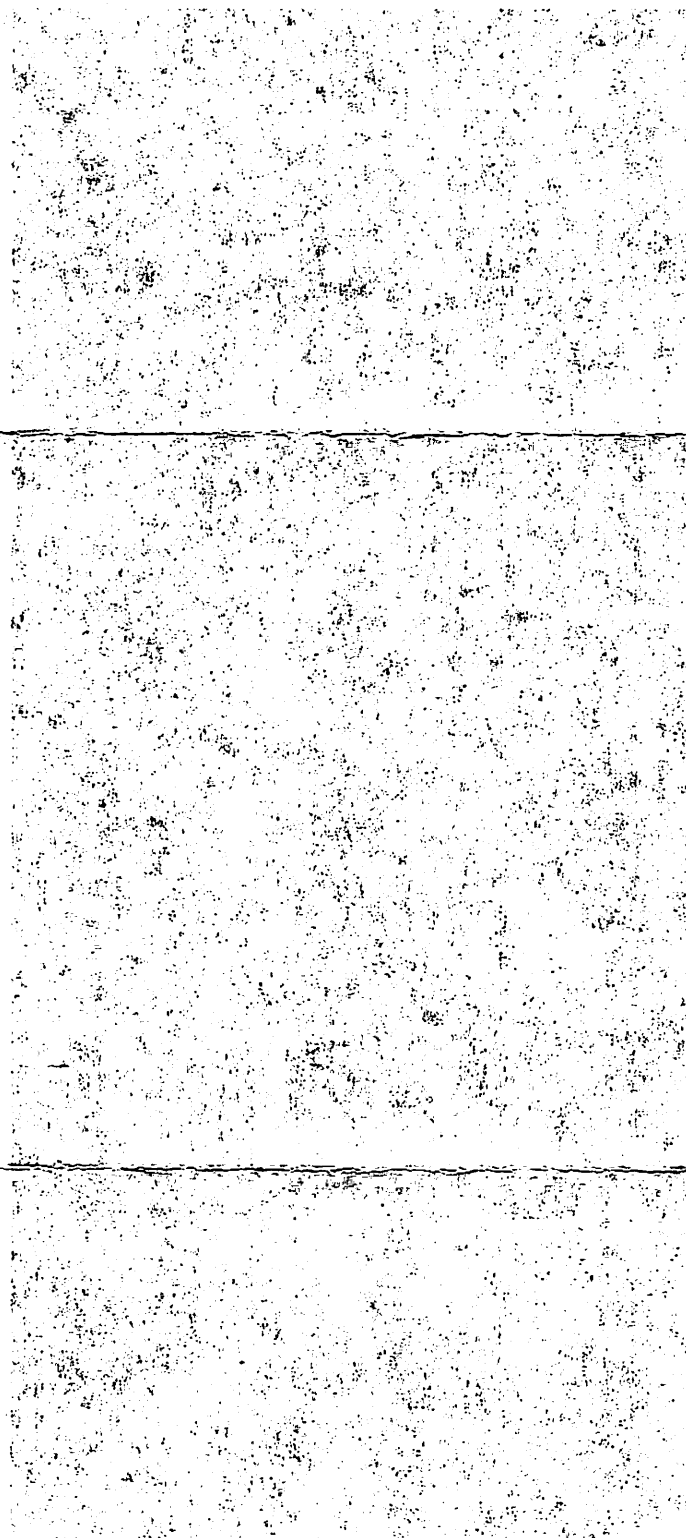


WAUKESHA COUNTY  
DEPARTMENT OF PARKS AND LAND  
USE  
Division of Environmental Health

License, Permit or Registration

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

ACTIVITY <b>Tourist Rooming House (LTR)</b>	EXPIRATION DATE 30-Jun-2024	I.D. NUMBER HDEH-CB4MJ8
LICENSEE MAILING ADDRESS K & A HOME INVESTMENTS, INC. 230 PAWLING AVE HARTLAND WI 53029	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS K & A HOME INVESTMENTS W304N2501 MAPLE AVE PEWAUKEE WI 53072







A PERFECT ENVIRONMENT

Residential      Recreational      Responsible

Chair  
Edward Kranick  
Supervisors  
Steve Michels  
Joe Woelfle  
Magalie Miller  
Terri Mahoney-Ogden  
Clerk/Treasurer  
Dan Green

February 28, 2024

Andy & Shala Fallon  
N28W29868 Oakwood Grove Rd  
Pewaukee, WI 53072

Re: Vacation Rental License  
Town of Delafield

Dear Andy & Shala,

In January of 2022, you were issued a vacation rental license by the Town Board of the Town of Delafield. Condition 10 of the license states that the license shall be placed on a February Town Board meeting agenda for review in order to ensure compliance with all licensing requirements. To facilitate that review, please complete the information below and return this document to Dan Green Town Administrator no later than April 2, 2024, for inclusion on the April 9, 2024, Town Board meeting.

A copy of the vacation rental ordinance is included for your information.

Your cooperation is appreciated.

Sincerely,

Dan Green  
Town Administrator

	Condition	Met	Not Met	Comments
1.	The Petitioner must provide to the Town Clerk a copy of the State Tourist Rooming House permit for the Subject Property, prior to the Town's license being effective; and evidence of each renewal of such State permit shall be filed by the Petitioner with the Town Clerk, such that evidence of a current State permit is always on file for the duration of the Town's vacation rental establishment license.	✓		
2.	Transfer of a license because of transfer or sale of property is not permissible. Should such property be sold, then the license shall become void.	✓		House is still the same owners
3.	All vacation rental establishments shall be subject to and comply with Wisconsin Statutes Section 66.1014(2)(d)2. And 97.01 (15k), subchapter VII including maintaining a tourist rooming house annual license as required by Wisconsin Statutes Section 97.605(1)(a), which sections are incorporated herein by reference.	✓		
4.	All vacation rental establishments shall be subject to and comply with Wisconsin Administrative Code ATCP 72 which is hereby incorporated by reference.	✓		

5.	Each vacation rental establishment shall be required to keep a register and require all guests to sign such register using their actual names and address before being assigned quarters. The register shall be available for inspection by the Waukesha County Sheriff's Department, and Town Code Enforcement Officer for a period of not less than one year.	✓		
6.	A minimum of one off-street parking stall shall be provided for every guest bedroom with a minimum of three. All parking areas shall meet the size and location requirements of the Town Code and shall be hard-surfaced and maintained in a reasonably dustless condition.	✓		
7.	Every vacation rental establishment shall be properly addressed with numbers on the street side of the structure, a minimum of 5" high and of contrasting color so as to be visible from the street.	✓		
11.	All refuse containers shall be screened from view.	✓		
13.	Sleeping quarters related to a vacation rental establishment use shall only be located within the principal structure on the lot. Accessory buildings cannot be used for sleeping quarters.	✓		
14.	Property that is used for a vacation rental establishment must have clearly delineated property lines, by approved fences, vegetation, or other means to the satisfaction of the Town Board. Such clear delineation must be maintained for the duration of the license, to ensure that all users of the property are clearly aware of the boundaries of the property and confine their use to the applicable parcel.	✓		
16.	The vacation rental establishment occupancy limits shall not exceed the number of occupants allowed by Wisconsin Administrative Code Section ATCP 72.14(2)(b) per bedroom, and also, shall not exceed 8 per 1,000 square feet of living area within the principal structure.	✓		
17.	The parcel cannot have more people on site than the higher of 20 people or the maximum number of people allowed under Wisconsin Administrative Code Section ATCP 72.14(2)(b).	✓		
18.	The Petitioner/Owner must provide a copy of this section and a copy of the license, to all parties using the property for vacation rental purposes, prior to commencement of each such use.	✓		
	*If a vacation rental establishment is rented for more than 6, but fewer than 29 consecutive days the vacation rental establishment shall not operate outside of the 180 consecutive day period that begins on the date of the first such rental, for a 365 day period. The owner of the vacation rental establishment shall notify the Town Clerk in writing when the first 365 day period begins, and all subsequent 365 day periods shall be measured from that date. This limitation shall be interpreted in compliance with Wisconsin Statutes Section 66.1014(2)(d)1.	✓		
	*Rental of a residential dwelling for 6 days or fewer is prohibited.	✓		

Notes: Numbering corresponds to conditions of the license.  
 \*Condition added to comply with State law.

(5) REGULATION OF VACATION RENTAL. (Revised 2/14/22 – ORD 2023-05)

- (a) **Definition: Vacation Rental Establishment.** Any property that is regulated by Wisconsin Statutes Sections 66.1014(2)(d)2. And 97.01(15k), as a tourist rooming house.
- (b) **Purpose.** The following vacation rental establishment licensing regulations are created, to ensure that applicable State laws are followed, to protect persons engaged in this practice either as landlord or tenant; to protect against adverse impacts of noise, odor, disturbance, adverse visual impacts, or other nuisances, that this practice could have upon neighboring properties; to preserve property values for the commercial benefit of the Town; and also to control the impacts of such operations on municipal services, including snow plowing, garbage collection, sanitation, law enforcement and fire protection.
- (c) **Minimum Standards.**
1. **License Required.** No vacation rental establishment may operate in the Town unless a Vacation Rental Establishment License for such operation is granted by the Town, and only in full compliance with such License.
  2. **Procedure.** The General Provisions as to Licenses, described in Section 12.02 of this Code, apply to Vacation Rental Establishment licenses.
  3. **Conditions Under Which Permitted.** A license shall not be granted for a vacation rental establishment unless all of the following conditions are met:
    - a. The Petitioner must provide to the Town Clerk a copy of the State Tourist Rooming House license for the Subject Property, prior to the Town's license being effective; and evidence of each renewal of such State permit shall be filed by the Petitioner with the Town Clerk, such that evidence of a current State permit is always on file for the duration of the Town's vacation rental establishment license.
    - b. Transfer of a license because of transfer or sale of property is not permissible. Should such property be sold, then the license shall become void.
    - c. All vacation rental establishments shall be subject to and comply with Wisconsin Statutes Chapter 97 including maintaining a tourist rooming house annual license as required by Wisconsin Statutes Section 97.605(1)(a), which sections are incorporated herein by reference.
    - d. All vacation rental establishments shall be subject to and comply with Wisconsin Administrative Code Section ATCP 72 which is hereby incorporated by reference.
    - e. Each vacation rental establishment shall be required to keep a register and require all guests to sign such register using their actual names and address before being assigned quarters. The register shall be available for inspection by the Waukesha County Sheriff's Department, and Town Code Enforcement Officer for a period of not less than one year.
    - f. A minimum of one off-street parking stall shall be provided for every guest bedroom with a minimum of three. All parking areas shall meet the size and location requirements of the Town Code and shall be hard-surfaced and maintained in a reasonably dustless condition.
    - g. Every vacation rental establishment shall be properly addressed with numbers on the street side of the structure, a minimum of 5" high and of contrasting color so as to be visible from the street.



- h. The Town Board shall consider the potential impact to the surrounding neighborhood and proximity to any existing bed and breakfast establishment or vacation rental establishment when reviewing a request for a vacation rental establishment license.
  - i. Whenever the property changes ownership, an occupancy permit and a new license is required to ensure compliance with all State and local regulations and ordinances.
  - j. Every license for a vacation rental establishment shall be placed on a February Town Board meeting agenda for consideration and possible action upon annual review, to ensure compliance with all licensing requirements. Such property may be inspected by the Waukesha County Sheriff's Department, Town Fire Department, Town Code Enforcement Officer, or other authorized personnel of the Town to investigate and determine if any violations exist.
  - k. All refuse containers shall be screened from view.
  - l. If the Town finds that any statement made on the license application is incorrect, at any time, the Town may immediately and summarily revoke the license.
  - m. Sleeping quarters related to a vacation rental establishment use shall only be located within the principal structure on the lot. Accessory buildings cannot be used for sleeping quarters.
  - n. Property that is used for a vacation rental establishment must have clearly delineated property lines, by approved fences, vegetation or other means to the satisfaction of the Town Board. Such clear delineation must be maintained for the duration of the license, to ensure that all users of the property are clearly aware of the boundaries of the property and confine their use to the applicable parcel.
  - o. Unless the property is connected to a municipal sewer system, the Petitioner/Owner must provide to the Town Code Enforcement Officer, proof that is satisfactory to the Town Code Enforcement Officer that the septic system is properly sized for purposes of the proposed use. Such septic system must be properly maintained at all times for the duration of the conditional use permit.
  - p. The vacation rental establishment occupancy limits shall not exceed the number of occupants allowed by Wisconsin Administrative Code Section ATCP 72.14(2)(b) per bedroom, and also shall not exceed 8 per 1,000 square feet of living area within the principal structure.
  - q. The parcel cannot have more people on site than the higher of 20 people or the maximum number of people allowed under Wisconsin Administrative Code Section ATCP 72.14(2)(b).
  - r. The Petitioner/Owner must provide a copy of this section and a copy of the license, to all parties using the property for vacation rental purposes, prior to commencement of each such use.
- (d.) Annual Limit. If a vacation rental establishment is rented for periods of more than 6, but fewer than 30 consecutive days the vacation rental establishment shall not operate outside of the 180 consecutive day period that begins on the date of the first such rental, for a 365 day period. The owner of the vacation rental establishment shall notify the Town Clerk in writing when the first 365 day period begins, and all subsequent 365 day periods shall be measured from that date. This limitation shall be interpreted in compliance with Wisconsin Statutes Section 66.1014(2)(d) 1.

**(e.) Prohibition. Rental of a residential dwelling for 6 days or fewer is prohibited. For purposes of this subsection "rental" includes any real property that is subject to any verbal or written contract, lease, sublease, rental agreement, easement, instrument or other device (the "Agreement"), if all of the following circumstances apply: (i) the Agreement or Agreements create a right to occupy said property; (ii) such rights of occupancy have an actual duration of less than 7 days; and (iii) the Agreement requires payment or other remuneration or barter, for the benefit of the property owner.**



WAUKESHA COUNTY  
DEPARTMENT OF PARKS AND LAND  
USE

Division of Environmental Health

*License, Permit or Registration*

The person, firm, or corporation whose name appears on this license is hereby authorized to operate the facility indicated below. The operation and maintenance of the facility shall be in accordance with the Waukesha County Code. This is not a zoning permit.

ACTIVITY <b>Tourist Rooming House (LTR)</b>	EXPIRATION DATE 30-Jun-2024	ID NUMBER HDEH-BRSPSN
LICENSEE MAILING ADDRESS ANDY & SHAYLA FALLON N28W29868 OAKWOOD GROVE RD PEWAUKEE WI 53072	NOT TRANSFERABLE	BUSINESS / ESTABLISHMENT ADDRESS ANDY & SHAYLA FALLON N28W29868 OAKWOOD GROVE RD PEWAUKEE WI 53072