CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: September 27, 2019

To: Plan Commissioners and Common Council

From: Rodney J. Scheel
Director of Planning & Development

Michael P. Stacey
Zoning Administrator/Assistant Planner

Subject: Agenda Item for the October 14, 2019 Plan Commission Meeting and October 22, 2019 Common Council Meeting.

Request by Mary Wandtke for final condominium plat approval of the Good View Condominium, 2209 and 2211 Wood View Drive.
The owner would like to split the duplex into 2 parcels to be able to sell the units individually. Since the water and sewer services are not separate, the Public Service Commission rules do not allow the splitting of the property by parcels (zero-lot line) rather a condominium can be created where the water and sewer services are held in common by both owners. The Plan Commission held a public hearing on September 9, 2019 and recommended Council approval of the preliminary condo plat. The Common Council approved the preliminary condo plat on September 24, 2019. The final plat is now presented for approval with no changes recommended from the original preliminary plat. All materials are provided. A recommendation by the Plan Commission to the Council is necessary.

CITY OF STOUGHTON, 381 E. MAIN STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution by the Common Council of the City of Stoughton Approving the
Good View Condominium Final Plat at 2209-2211 Wood View Drive, Stoughton, WI

Committee Action: Planning Commission recommends Council approval – 0

Fiscal Impact: N/A

File Number: - 2019	**Date Introduced:**

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

RECITALS

A. A condominium final plat titled "Good View Condominium" (the "Plat"), a copy of which is attached as Exhibit A was submitted by Mary Wandtke (the "Owner") to the City of Stoughton (the "City") on July 22, 2019.

B. The Plat was referred to the Plan Commission for public hearing, review and recommendation to the City Council.

C. The Plan Commission has reviewed the Plat for consistency with the City of Stoughton ordinances, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan and has recommended approving the Condominium Plat as presented.

D. The Common Council has reviewed the Plat and the Plan Commission's recommendation, and has determined that the Plat is consistent with the City of Stoughton ordinances, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan.

RESOLUTION

The Common Council of the City of Stoughton hereby approves the Condominium Final Plat named Good View Condominium at 2209-2211 Wood View Drive as presented.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

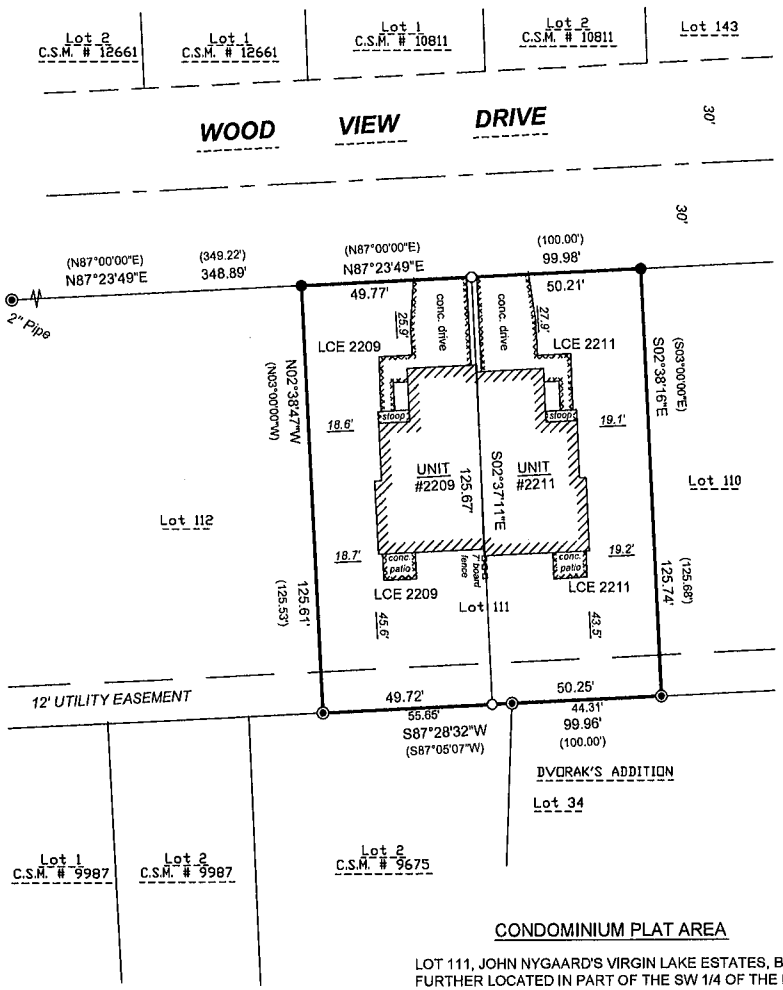
_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

S:\MPS-Shared\Resolutions\Wandtke Condo Final Plat Resolution.docx

EXHIBIT A



CONDOMINIUM PLAT AREA

LOT 111, JOHN NYGAARD'S VIRGIN LAKE ESTATES, BEING FURTHER LOCATED IN PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, T.5N., R.11E., CITY OF STOUGHTON, DANE COUNTY, WISCONSIN.

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this _____ day of _____, 20____

_____
Dane County Planning and Development

Scale 1" = 30'

0 15 30 60

Legend:
- ◉ = 1"dia. iron pipe found unless otherwise noted
- ● = 3/4"dia. iron rod found
- ○ = 3/4" X 18" rebar set 1.5lbs. per Lineal Foot
- LCE = Limited Common Element

Parentheses indicate recorded as values.

Notes

1) UNITS INCLUDE FIRST FLOOR, BASEMENT, GARAGE OF EACH UNIT.

2) LIMITED COMMON ELEMENTS INCLUDE PORCHES, PATIOS, DRIVEWAYS, LAWN AREAS, SIDEWALKS, AND STOOPS.

3) WITH THE EXCEPTION OF THE COMMON WALL BETWEEN THE UNITS, THE ONLY OTHER ELEMENTS ARE LIMITED COMMON ELEMENTS.

4) SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS (RECORDED OR UNRECORDED).

5) UNIT BOUNDARIES AND AREAS ARE APPROXIMATE AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.

6) PREPARED FOR JOHN BRIGHAM
2701 INTERNATIONAL LANE
SUITE 100,
MADISON, WI. 53704

DECLARANT
PATRICIA M. VOSS &
MARY P. WANDTKE
3415 QUAM DR
STOUGHTON WI 53589

City Approval
This Condominum Plat was approved for recording per City of Stoughton Plan Commission action of _____, and City of Stoughton Common Council action of_____, dated this _____ day of _____, 2019

_____
Clerk, City of Stoughton

Register of Deeds Certificate
Received for recording this ____ day of _____, 2019 at _____ o'clock ___M. and recorded in Volume _____ of Condominum Plats. on Pages_____.

_____
Kristi Chlebowski, Register of Deeds, Dane County

Condominium Plat of
Good View Condominium

DANE COUNTY, WISCONSIN

LOT 111, JOHN NYGAARD'S VIRGIN LAKE ESTATES, BEING FURTHER LOCATED IN PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, T.5N., R.11E., CITY OF STOUGHTON, DANE COUNTY, WISCONSIN.

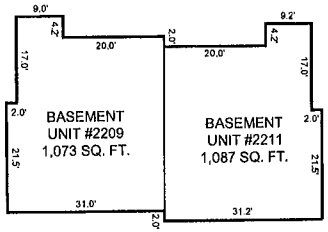
Referred to the Dane County Coordinate System.

Surveyors Certificate
I, David C. Riesop, Professional Land Surveyor in the State of Wisconsin, do hereby certify that I have surveyed and mapped the above described property in compliance with the requirements of Chapter AE-7, Wisconsin Administrative Code. I further certify that the above plat is a correct representation of the condominium described and the location of each unit and the common elements can be determined from the plat.

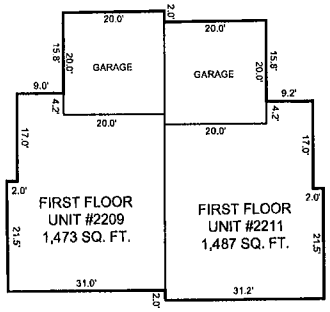
Dated_____

_____
David C. Riesop S-1551

WISCONSIN DAVID C. RIESOP S-1551 DEERFIELD WISCONSIN LAND SURVEYOR



UNIT DETAIL
SCALE: 1"=20'



UNIT DETAIL
SCALE: 1"=20'

5400-19
Sheet 1 of 1

CITY OF STOUGHTON
DEPARTMENT OF PLANNING & DEVELOPMENT
CERTIFIED SURVEY MAP/PLAT APPLICATION

Date of Application 9/16/19

Applicant Name MARY WANDTKE **Phone** 608-772-1118

Applicant Email MARYRUSHHOOD@GMAIL.COM

Owners Name (if different than applicant) _____ **Phone** _____

Subject Property Address 2209-2211 WOODVIEW DR

Application for: CSM _____ **PRELIMINARY PLAT** _____ **FINAL PLAT** X

CURRENT FEES

CERTIFIED SURVEY MAP:	**$160 AND $40/LOT***
PRELIMINARY PLAT FEE:	**$420 AND $40/LOT***
FINAL PLAT FEE:	**$250 AND $40/LOT***

Number of Lots: 1.

Fee Amount: $ 290.

Owner/Applicant Signature [signature] Date 9-15-19

ANY QUESTIONS, CALL THE DEPT. OF PLANNING & DEVELOPMENT AT 608-646-0421.

***ANY ADDITIONAL COST INCURRED OVER THE PERMIT FEE AMOUNT WILL BE BILLED TO THE PROPERTY OWNER AND/OR RESPONSIBLE PARTY. DWELLING UNITS INCLUDE EXISTING AND PROPOSED DWELLINGS.**

Document Number

DECLARATION OF CONDOMINIUM FOR GOOD VIEW CONDOMINIUM

Title of Document

Recording Area

Name and Return Address

Jonathan M. Hajny
221 Kings Lynn Road
Stoughton, Wisconsin 53589

281/0511-062-4141-5
Parcel Identification Number (PIN)

INFO-PRO (800)655-2021 www.infoproforms.com

GOOD VIEW
CONDOMINIUM

2209-2211 WOOD VIEW DRIVE

STOUGHTON, WISCONSIN 53589

MARY P. WANDTKE AND PATRICIA M. VOSS

OWNERS AND DECLARANTS

P.O. BOX 481

GOOD VIEW CONDOMINIUM

DISCLOSURE MATERIALS
MADE PURSUANT TO
CHAPTER 703, WISCONSIN STATUTES

FOR

GOOD VIEW CONDOMINIUM
2209-2211 WOOD VIEW DRIVE
STOUGHTON, WISCONSIN 53589

MARY P. WANDTKE AND PATRICIA M. VOSS
OWNERS AND DECLARANTS
P.O. BOX 481
STOUGHTON, WISCONSIN 53589

PLEASE NOTE:

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REUQIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

GOOD VIEW CONDOMINIUM
INDEX OF DISCLOSURE MATERIALS

The disclosure materials the declarant and/or Seller is required by law to provide to each prospective condominium purchaser contain the following documents:

1. Executive Summary. The Executive Summary sets forth in clear plain language where within the Disclosure Materials the Condominium's Declaration, By-Laws, Rules or Regulations, Articles of Incorporation, Management or Employment Contracts, Annual Operating Budget, Leases to which the Unit Owners or Association may be a party, Expansion Plans, and Floor Plan and Map may be found.

2. Declaration. The declaration establishes and describes the condominium, the units, and the common areas. The declaration begins at the tab labeled "Declaration".

3. By-laws. The By-laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-laws begin at the tab labeled "By-laws".

4. Articles of Incorporation. NONE

5. Management or Employment Contracts. NONE

6. Annual Operating Budget. The Association incurs expenses for the operation of the condominium, which are assessed to unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins at the tab labeled "Annual Operating Budget".

7. Leases. NONE

8. Expansion Plans. NONE

9. Floor Plan and Map. The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin at the tab labeled "Floor Plan and Map".

EXECUTIVE SUMMARY

1. **Condominium Identification.** The name of the Condominium is Good View Condominium.

2. **Expansion Plans.** The Condominium has no plans for expansion.

3. **Governance.** Presently both Units of the Condominium are owned by Mary P. Wandtke and Patricia M. Voss, P.O. Box 481, Stoughton, Wisconsin 53589, telephone (608)877-0330. Mary P. Wandtke and Patricia M. Voss are presently the only Members of the Condominium Association which is self-managed, and they are the individuals who may be contacted regarding the Condominium in general.

4. **Special Amenities.** The Condominium has no special amenities, such as an athletic club or golf course.

5. **Maintenance and Repair of Units.** Article VII of the Declaration of Condominium of Good View Condominium entitled Maintenance, Repairs, Insurance and Real Estate Taxes describes the Unit Owner's responsibilities for the repair and maintenance of the Unit.

6. **Maintenance, Repair, and Replacement of Common Areas:** Article VII of the Declaration of Condominium of Good View Condominium entitled Maintenance, Repairs, Insurance and Real Estate Taxes identifies the person or entity responsible for the maintenance, repair, and replacement of Common Areas and Limited Common Elements. If the Association is responsible for the Repairs or Replacements, those items will be funded from Unit Owner Assessments.

7. **Rental of Units.** Units may be leased in full or in part provided that all tenants shall be bound by the provisions of the Declaration of Condominium of Good View Condominium.

8. **Unit Alterations.** Article VII of the Declaration of Condominium of Good View Condominium entitled Maintenance, Repairs, Insurance and Real Estate Taxes describes the rules, restrictions, and procedures governing a Unit Owner's authority to alter the Unit or use or enclose Limited Common Elements.

9. **Parking.** Article XII entitled Miscellaneous describes the availability, restrictions, and cost of parking.

10. **Reserves.** The Association maintains no reserves for repairs and replacement of Common Elements, and the funds necessary for the repairs and replacement of the Common Elements will be assessed against the Unit Owners equally as such need arises.

11. **Fees on New Units.** The present Unit Owners are presently fully responsible for all expenses of the Condominium. When the first Unit is sold, the monthly assessment will commence being paid by each Unit Owner, and any expenses that arise for maintenance, repair, and replacement of the Units, Common Areas, and Limited Common Elements shall be handled as stated above and shall be applicable to each Unit Owner equally.

12. **Amendments.** Article XI entitled Amendments states that a Unit Purchaser's rights and responsibilities may be altered by an amendment of the Declaration and describes the amendment process and requirements. Article XI of the By-Laws of Good View Condominium states that a Unit Purchaser's rights and responsibilities may be altered by an amendment of the By-Laws and a description of the amendment process and requirements.

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DECLARATION OF CONDOMINIUM OF
GOOD VIEW CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

GOOD VIEW CONDOMINIUM

This Declaration is made under and pursuant to the Wisconsin Condominium Ownership Act of the State of Wisconsin (hereinafter referred to as "Act"), Chapter 703, Wis. Stats., by Mary P. Wandtke and Patricia M. Voss, (hereinafter referred to as "Declarants").

ARTICLE I

STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements erected thereon (hereinafter collectively referred to as "Condominium") to the Condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarants and to its successors in interest.

ARTICLE II

DESCRIPTION, NAME, RESTRICTIONS, AND DEFINITIONS

Legal Description: The real estate subject to this Declaration is

owned by Declarants and is described as Lot One-Hundred Eleven (111), John Nygaard's Virgin Lake Estates, in the City of Stoughton, Dane County, Wisconsin.

Name and Address: The name of the Condominium is Good View Condominium and has as its address 2209-2211 Wood View Drive, Stoughton, Wisconsin 53589.

Covenants, Conditions, Restrictions, and Easements: The Condominium shall be, on the date this Declaration is recorded, subject to:

A. General taxes and special assessments not yet due and payable.

B. Easements and rights in favor of gas, electric, telephone, water, sewer, and other utilities.

C. The covenants and declarations contained herein.

D. All municipal, zoning, and building ordinances and all other governmental laws and regulations applicable to the Condominium.

Definitions: Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

General Description of Condominium: The Condominium shall consist of one building containing two Condominium Unit (hereinafter referred to as "Units"), together with parking areas, driveways, walkways, and land. Partitioning,

fixtures, attachments, and decorations within each Unit will be determined from time to time by each Unit Owner subject to restrictions in this Declaration and in the rules and regulations as may be adopted by the Association.

ARTICLE III

COMMON ELEMENTS

Identification of Common Elements: The only Common Elements are the roof of the Condominium building, sewer lateral, which service both Units of the Condominium, the water lateral from the main to the location where the lateral splits to allow separate water service to each Unit, and the utility easement area shown on the Condominium Plat, and the expenses for the repair and maintenance of these Common Elements shall be a Common Expense shared equally by the Unit Owners.

ARTICLE IV

LIMITED COMMON ELEMENTS

All parking areas, sidewalks, and landscaping identified on the Condominium Plat are Limited Common Elements appurtenant to the adjacent Unit as well as any other areas so identified. The exclusive use of the Limited Common Areas belong to the adjacent Unit Owner.

The use and maintenance of all Limited Common Elements is subject to such rules and regulations as may be adopted or revised from time to time by a

majority vote of the Board of Directors of the Association. The maintenance, repair, and replacement of the Limited Common Elements shall be the responsibility of the Unit Owner for whose use the Limited Common Element is limited.

ARTICLE V

UNITS

Definition: The Condominium shall consist of 2 separate freehold estates being 2209-2211 Wood View Drive, Stoughton, Wisconsin 53589. The Units of the Condominium are identified and described on the Condominium Plat. Each Unit consists of one or more cubicles of space, the exterior boundaries of which are described as follows:

(1) The upper boundary is the horizontal plane of the undecorated and unfinished ceiling of the Unit;

(2) The lower boundary is the horizontal plane of the undecorated and unfinished lower floor of each Unit; and

(3) The side boundary shall be the vertical plane of the undecorated and unfinished perimeter walls of each Units.

The foregoing boundaries extend to the intersection with each other. It is intended that the interior drywall and the interior finished surface of the Unit boundaries (whether tiled, papered, paneled, painted, carpeted or otherwise finished or decorated) is included as part of each Unit.

The following other items serving any particular Unit are part of the Unit even if all or a part thereof may be outside the cubicle of a space defined in the preceding paragraphs:

1. All interior or exterior doors and all windows, together with their interior casements, and all of their opening, closing, and locking mechanisms and hardware.
2. All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them.
3. All floor, wall, baseboard or ceiling electrical outlets and switches and the junction boxes serving them.
4. All plumbing fixtures and piping, valves and other connecting and controlling

materials and devices (serving only the Unit and not several Units or the Condominium in general) lying between the fixtures and the main water or sewage lines.

5. Any cable television outlet from the Unit space to the junction box serving it.
6. The individual furnaces together with ducting, radiator, piping, or other devices providing heat to the Unit, and all the controls for the heating system for the Unit.
7. Any air conditioning and ducting providing air conditioning to the Unit, and all the controls for the air conditioning system for the Unit.
8. The pipes bringing natural gas or similar fuel to the Unit which lines extend from the utility meter to the boundary line of the Unit.

ARTICLE VI

ASSOCIATION

Duties and Obligations: All Unit Owners shall be members of the Association and subject to its by-laws, rules, and regulations adopted by it for the use and management of the Condominium.

Voting: The Unit Owner shall be entitled to one vote in the Association. If a Unit is owned by more than one person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered.

Meetings: There shall be an annual meeting of the Association to be held on the 2nd Wednesday of January of each year. Said date may be changed by resolution of the Unit Owners at any meeting of the members at least one month before the scheduled meeting and no earlier than the previous annual meeting.

Special meetings may be held at the call of any Unit Owner. Notice of such special meeting shall be sent to each Unit Owner by regular mail to the Unit's address at least ten days prior to the meeting. A representative of each Unit must be present at any meeting for business to be conducted.

Officers: There shall be a President and Secretary/Treasurer of the Association. These officers shall not be Owners of the same Unit, and they shall be elected for one-year terms. Each officer shall serve until succeeded.

The President shall preside at all member and director's meetings and shall have other duties as usually intended by such office or as directed by resolution of the members.

The Secretary/Treasurer shall keep the minutes of the meetings, publish and send notices as required, keep the records of the Association, and shall have other duties as usually intended by such office or as directed by resolution of the members.

Board of Directors: The day to day business of the Association shall be governed by the Board of Directors consisting of the officers of the Association.

Assessments and Budget: The Association members, at its annual meeting, shall adopt a budget for the operation of the Association for the ensuing year. It may modify or supplement said budget at special meetings called for that purpose. Assessments shall be made by the Association members at the annual meeting, which shall be equal among Units. The Association may make special or additional assessments at special meetings called for that purpose. Owners shall be informed of the assessment on their Unit by a confirmation letter sent by regular mail. The assessment shall be paid within forty-five days of the date it is made.

Failure to pay an assessment shall result in a lien being placed against the property of the non-paying Unit Owner.

Should a lien be placed against the Unit, said lien may be foreclosed upon after a period of ninety days has elapsed. Further, the Owner of said Unit shall not be entitled to vote at any meetings of the Association until the lien is satisfied in whole. Business can be conducted during any such period on the vote of one Unit Owner.

Agent for Service of Process: Mary P. Wandtke at P.O. Box 481, Stoughton, Wisconsin 53589 shall be the initial agent for the service of process. When he no longer has an ownership interest in the Condominium, a successor shall be chosen in the same fashion that a new President or Secretary-Treasurer is chosen.

ARTICLE VII

MAINTENANCE, REPAIRS, INSURANCE AND REAL ESTATE TAXES

Units: Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, and repair and replacement of his, her, its, or their Unit.

Limited Common Elements: Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement,

general cleanliness, and presentability of the Limited Common Elements which use is reserved to the Unit.

Common Elements: The expenses for the repair and maintenance of these Common Elements shall be a Common Expense shared equally by the Unit Owners.

Unit Alterations: A Unit Owner may make improvements or alterations within his, her, its, or their Unit, provided, however, that such improvement or alteration shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and which further does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Limited Common Elements without obtaining the prior written permission of the Association.

ARTICLE VIII

INSURANCE

Unit Owner's Insurance: Each Unit Owner shall maintain property insurance for the contents, additions, and alterations contained within his, her, its, or their Unit.

Property Insurance: The Association shall obtain and maintain insurance for the Units, Common Elements, and Limited Common Elements on an "all risk basis" for an amount not less than the full replacement of the insured

property. For purposes of this paragraph, "insured property" shall include all elements of the buildings constituting the Condominium. The Association shall be the named insured with the Unit Owners and any mortgagees of the Units as additional insureds. For the purposes of this provision, "mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

In the event the Condominium is damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, all Unit Owners unanimously vote to not so repair or reconstruct.

In the event the decision is to repair or reconstruct and the insurance proceeds are insufficient to pay the estimated or actual costs of said repair or reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

Liability Insurance: The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable. The policies may, at the discretion of the Association, include standard coverage for the errors and omissions of the Association's directors and officers. The Association shall be the named insured

with Unit Owners and the mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any other Unit Owners, their tenants or visitors.

Fidelity Insurance: If the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for the handling of funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent of the Association's annual operating expenses and reserves.

ARTICLE IX

COMMON EXPENSES

Liability of Unit Owner: Each Unit Owner shall be liable for one-half of the expenses of the Association to be assessed against such Owner's Unit.

The assessments for Common Expenses, together with such interest as the Association may impose for delinquencies and with the cost of collection and actual attorney's fees, constitute a lien on the Unit against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wis.Stats..

If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16(9), Wis. Stats., has been filed against the Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

The unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer.

Common Expenses shall include, without limitation by reason of enumeration, insurance premiums for which the Association is responsible, the costs of yard work, lawn mowing and snow removal for the shared driveway, the costs of repairs and maintenance for which the Association is responsible, and all other ordinary and necessary expenses of the Association.

Assessments: Each Unit Owner shall pay a $50.00 monthly assessment due on the 1st day of each month. The Association shall have a lien upon any Unit for any unpaid assessments and late charges against that respective Unit.

ARTICLE X

ARBITRATION

Dispute Resolution: Any dispute between the Unit Owners that cannot be resolved between them shall be submitted arbitration. Each Unit Owner shall select an attorney, and the two attorneys jointly shall select a person to arbitrate the dispute. The determination of the arbitrator shall be final and binding upon the Owners, their heirs, successors, personal representatives, agents, and assigns, and the cost of the arbitration shall be paid for by the Association as a Common Expense.

ARTICLE XI

AMENDMENTS

Unanimous Consent: This Declaration may only be amended with the unanimous written consent of the Unit Owners, provided, however, that no such amendment may substantially impair the security of any mortgagee. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds as required by Statute.

ARTICLE XII

MISCELLANEOUS

Utilities: Each Unit Owner shall pay for his, her, its, or their telephone, electrical, gas, water and sewer, and other utility services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed, such as the storm sewer charges, shall be treated as part of the Common Expenses.

In some cases, underground water and utilities serving each Unit may encroach upon the other Unit Owner's Limited Common Element. In those cases, regular and emergency maintenance and repair shall be allowed without permission. Should a Unit Owner's water or utility elements need replacement which cannot be done within that Owner's Unit or Limited Common Element, such improvement shall be allowed to be performed on the adjoining Unit's Limited Common Element where it causes the least inconvenience to all Unit Owners. Any new encroachment shall first be approved by the Association.

Good View Condominium Rules and Regulations: Each of the Units shall be used only pursuant to all of the rules and regulations governing Good View Condominium by the respective Owners thereof, their tenants, and guests.

Parking: Each Unit Owner is permitted to park vehicles in that Unit's driveway or in the street in accordance with the ordinances of the City of Stoughton. No Unit Owner may park any vehicles, boats, trailers, or other like items in any condominium area except for that Unit Owner's driveway.

Invalidity of a Provision: If any of the provisions of this Declaration shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

Lease of Units: Units may be leased provided that all tenants shall be bound by the provisions of this Declaration.

Binding Effect of Declaration: The Owners of the Units, their invitees, tenants, agents, personal representatives, successors, and assigns shall at all times abide by and be bound by this Declaration and any protective covenants, restrictions, and easements of record that are effective as to the real estate on which this Condominium is located.

Saving Provision: So long as these documents substantially comply with the requirements of Chapter 703, Wis. Stats., no minor variation from said requirements will affect the Condominium status created hereunder.

Enforcement: If any Unit Owner fails to comply with the provisions this Declaration, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of $100.00 may be assessed for each violation. Each day of violation shall constitute a separate violation for the purposes of this Article. Any and all attorney's fees and other costs and expenses incurred by the Association or by any other Unit Owner in

enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Failure by the Association or by any Unit Owner to enforce any covenant or restriction shall not be deemed to be a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the Declarants has hereunto set my hand and seal this ____ day of July, 2019.

_____
Mary P. Wandtke

_____
Patricia M. Voss

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally before me this _____ day of July, 2019, Mary P. Wandtke to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

_____

Notary Public, State of Wisconsin
My Commission expires _____.

STATE OF SOUTH CAROLINA)
)ss.
COUNTY OF _____)

Personally before me this _____ day of July, 2019, Patricia M. Voss to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity and for the purposes therein intended.

_____

Notary Public, State of Wisconsin
My Commission expires _____.

This document drafted by and return to:
Jonathan M. Hajny
Attorney at Law
221 Kings Lynn Road
Stoughton, Wisconsin 53589

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BY-LAWS OF
GOOD VIEW CONDOMINIUM

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BY-LAWS

OF

GOOD VIEW CONDOMINIUM

ARTICLE I

GENERAL

Section 1. Name

The name of the Condominium Association shall be Good View Condominium, a condominium Association (Association"). The Association is an unincorporated entity.

Section 2. Principal Office

The principal Office of the Association shall be at P.O. Box 481, Stoughton, Wisconsin 53589 or at such other location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions

Except as modified herein, the definitions contained in the Wisconsin Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wis. Stats., (hereinafter referred to "Act") shall govern in the interpretation of these By-laws

ARTICLE II

DIRECTORS

Section 1. Number and Term

The number of Directors which shall constitute the whole Board (which also shall be the "Executive Board" as the term is used in the Act) shall be two (2), one from each Unit. Until both Units are sold, Owner shall be a Director, and thereafter all Directors shall be Members. Each Director shall be elected to serve for a term of one (1) year or until his or her successor shall be elected and shall qualify.

Section 2. Vacancy and Replacement

If the office of any Director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, another Owner of the Unit co-owned by the departing Director shall become a Director in his or her place. If no such person exists, the departing Member's personal representative shall become a Director if the departing Member's vacancy was due to his or her death. Otherwise, the position shall remain vacant until there is a new Owner of the Unit. Until that time, the other Director shall act on behalf of the Condominium by him or herself.

Section 3. Removal

No Director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors

The first or initial Board of Directors shall hold office and exercise all powers of the Board of Directors as provided herein. The Members of the initial Board need not be Members of the Association. In addition, the Members of the initial Board shall be appointed by the Declarant until such time as elections are held pursuant to Sec. 703.15(2)(d), Wis. Stats..

Section 5. Powers

The property and business of the Association shall be managed by the Board of Directors, which may exercise all powers not specifically prohibited by Statute, the Declaration, Articles, or any other rules or regulations adopted by the Board. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To levy and collect according to the provisions of the Act, the Declaration, and these By-Laws, regular and special Assessments for Common Expenses.

B. To use and expend the Assessment for Common Expenses collected to maintain, repair, replace, care for, and preserve the Common and Limited Common Elements and Property, except those portions thereof which are required to be maintained, cared for, and preserved by the Unit Owners.

C. To purchase the necessary equipment required in the maintenance, care, and preservation referred to above.

D. To enter into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with said maintenance, care, and preservation.

E. To insure and keep insured said Property in the manner set forth in the Declaration against loss from fire and/or other casualty and the Association and the Unit Owners against public liability arising out of the Property or business of the Association and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent Assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the Unit Owners for violations of these By-Laws and the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.

H. To make reasonable By-Laws, rules, and regulations for the occupancy of the Units and use of the Common Elements, and Limited Common Elements.

I. To acquire, rent, or lease Units in the name of the Association or a designee.

J. To contract for the management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or Membership of the Association.

K. To carry out the obligations of the Association under any easements, restrictions, or covenants running with any land submitted to Condominium ownership.

L. To maintain legal actions on behalf of the Unit Owners with respect to any cause of action relating to the Common Elements or Limited Common Elements.

M. To borrow money on behalf of the Association and grant mortgages and other security interests in the Property of the Association.

N. To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O. To invest surplus funds.

P. To establish and adopt a policy for pets consistent with the Declaration.

Q. To enforce by all appropriate methods, and providing affected Unit Owners with the opportunity to be heard, the provisions of these By-Laws and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 6. Compensation

Neither Directors nor Officers of the Association shall receive compensation for their services as such.

Section 7. Meetings

A. The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' annual meeting and immediately after the adjournment of same.

B Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary-Treasurer shall give notice of each special meeting either personally, by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice shall be required and any business may be transacted at such meeting.

C. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business

The order of business at all meetings of the Board shall be as follows:

A. Roll call.

B. Reading of Minutes of the last meeting.

C. Consideration of communications.

D. Resignations and elections.

E. Reports of officers and employees.

F. Reports of committees.

G. Unfinished business.

H. Original resolutions and new business.

I. Adjournment.

Section 9. Annual Statement

The Board shall present, no less often than at each annual meeting, a full and clear statement of business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

Section 10. Appointment of Officers During Period of Declarant Control

Notwithstanding any other provision hereof, during the period of Declarant Control as provided in the Declaration, the Declarant shall have the power to appoint and remove officers of the Association or to exercise directly the powers and responsibilities otherwise assigned by the Declaration or these By-Laws to the Association or its officers.

ARTICLE III

OFFICERS

Section 1. Executive Officers

The executive officers of the Association shall be a President and Secretary-Treasurer, both of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-laws.

Section 2. President

A. The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages, and other contracts.

B. The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. The President shall have an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 3. Secretary-Treasurer

A. The Secretary-Treasurer shall keep the Minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose. The Secretary-Treasurer shall count votes at all meetings of the Members and Directors.

B. The Secretary-Treasurer shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. The Secretary-Treasurer shall be custodian of the records of the Association.

D. The Secretary-Treasurer shall keep a register of the post office addresses of each Member and their respective mortgagees (including Land Contract Vendors), if any, which shall be furnished to the Secretary-Treasurer by such Member.

E. In general, the Secretary-Treasurer shall perform all duties incident to the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

F. The Secretary-Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the

Association in such depositories as may be designated by the Board of Directors.

G. The Secretary-Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Secretary-Treasurer and of the financial condition of the Association.

H. The Secretary-Treasurer shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common elements and Property specifying and itemizing the maintenance and repair expenses of the Common Elements and Property and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by any Member at convenient hours of the day.

I The Secretary-Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board for faithful performance of the duties of his office and the restoration to the Association in case of his death, resignation, or removal from office of all books, papers, vouchers, money, or other property of whatever kind in his possession belonging to the Association.

Section 4. Vacancies

If the office of the President or Secretary-Treasurer becomes vacant by reason by death, resignation, disqualification, or otherwise, the Directors may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 5. Resignations

Any Director or other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV
MEMBERSHIP

Section 1. Definitions

Each Unit Owner (including a corporate owner) of a Unit shall be a Member of the Association, and membership in the Association shall be limited to such Unit Owners.

Section 2. Transfer of Membership and Ownership

Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his or her undivided interest in the Common elements of the Condominium.

ARTICLE V

MEETINGS OF MEMBERSHIP

Section 1. Place

All meetings of the Association membership shall be held at such place in Dane County, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting

A. Following the termination of Declarant Control as defined in the Declaration, an annual meeting of the Members shall be held on the 2nd Wednesday of December of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B. At the annual meeting, the Members, by a plurality vote, shall elect a Board of Directors and transact such other business as may probably come before the meeting.

C. Written notice of the meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association at least ten (10) days prior to the meeting.

Section 3. Membership

At least ten (10) days before every election of Directors a complete list of Members entitled to vote at said election arranged alphabetically by Units with the residence of each Member shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings

A. Special Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by Statute or by the Declaration, may be called by the President, and shall be called by the President or Secretary-Treasurer at the request, in writing, of any of the Members.

B. Written notice of a special meeting of Members stating the time, place, and object thereof shall be served upon, mailed or delivered to each Member entitled to vote thereon, at such address as appears on the books of the Association at least ten (10) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum

A Member from each Unit present in person or represented by written proxy, shall be requisite to and shall constitute a quorum of all meetings of the Members for the transaction of business, except as otherwise provided by Statute, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business

When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote

The Owner(s) of each Residential Unit of the Condominium shall be entitled to one vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Residential Unit is owned by more than one Owner (individual or corporate), the vote attributable to the Residential Unit shall not be counted if the Owners are not unanimous. There shall be no fractional vote. The multiple Owners of the Residential Unit shall file a certificate with the Secretary naming the person authorized to cast said Unit's vote. If the same is not on file, the vote of such Residential Unit shall not be considered, nor shall the presence of said Owners at the meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent

Whenever the vote of Members at a meeting is required or permitted by a provision of Wisconsin Statutes, the Declaration, or these By-laws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business

The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

1. Roll call.
2. Proof of Notice of Meeting or Waiver of Notice.
3. Reading of Minutes of Prior Meeting.
4. Officers' Reports.
5. Committee Reports.

6. Elections.

7. Unfinished Business.

8. Adoption and Approval of Annual Budget.

9. New Business.

10. Adjournment.

ARTICLE VI
NOTICES

Section 1. Definitions

Whenever under the provisions of the Wisconsin Statutes, the Declaration, or these By-Laws notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association.

Section 2. Service of Notice-Waiver

Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address

The address for notice to the Association is the Principal Office of the Association as provided herein as the same may be amended from time to time.

ARTICLE VII
FINANCES

Section 1. Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of each year.

Section 2. Checks

All checks and demands for money and notes of the Association shall be signed by anyone of the following officers: President, or Secretary-Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one signature.

Section 3. Determination of Assessments

A. In furtherance of the provision set forth in the

Declaration, the Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair, or replacement of the Common Elements and the Limited Common Elements, and the cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as Common Expenses from time to time by the Board of Directors including the establishment of reserved funds. The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments, and to maintain, repair, and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment for Common Expenses shall be Assessed against the Unit Owners in proportions or percentages of sharing Common Expenses provided in the Declaration. Said Assessments shall be payable as provided in the Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments.

B. When the Board of Directors has determined the amount of any Assessment, the Secretary-Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All Assessments shall payable to the Association as provided in the Declaration, and, upon request, the Secretary-Treasurer shall give a receipt for such payment made.

Section 4. Audits of Account

The accounts and records which the Secretary-Treasurer must keep pursuant to the provisions of these By-laws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audit shall be a Common Expense.

ARTICLE VIII

RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, shall govern the use of Units and the conduct of all residents thereof.

A. Each of the Units shall be used only pursuant to all of the rules and regulations governing Hilldale Park Condominium by the respective Owners thereof, their tenants, and guests and are restricted to that use and as permitted by the By-Laws

of the Association or by resolution of the Board of Directors of the Association.

B. Neither Unit Owners, nor their tenants, or guests, shall use or permit the use of any Unit, the Common Elements, or the Limited Common Elements in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the structure, appearance, or reputation of the Condominium.

C. The use of each Unit, the Common Elements, and the Limited Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with the Wisconsin Condominium Ownership Act and the Declaration.

D. Every Unit Owner or occupant shall observe all laws, ordinances, rules, and regulations now and hereafter enacted by the State of Wisconsin or by the municipal government or adopted by the Association or Board of Directors.

ARTICLE IX

DEFAULT

Section 1. Lien

In the event a Unit Owner does not pay any sum, charge, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property. The Association, acting on its own behalf or through its Board of Directors, may, unless prohibited by the Declaration, bid on the Unit at foreclosure sale and acquire and hold, lease, mortgage, and convey the same. Suit to recover a money judgment for unpaid Common Expenses shall be maintained without foreclosing or waiving the lien securing the same.

Section 2. Interest

Any Assessment, or other installment thereof, not paid when due, shall bear interest from the date when due until paid at a rate determined from time to time by resolution of the Board of Directors of the Association.

Section 3. Sale of Unit

If the Association becomes the owner of a Unit by reason of a foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which

shall include, but not be limited to, advertising expenses, real estate brokerage fees, and any expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expense shall be paid to the former Unit Owner.

Section 4. Other Violations

In the event of a violation of the provisions of the Declaration, these By-Laws, or rules and regulations of the Association which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of a legal action, to correct the violation.

Section 5. Reasonable Attorneys' Fees

In the event such legal action is brought against a Unit Owner by the Association, the Unit Owner shall pay the Association's reasonable attorneys' fees and court costs.

Section 6. Unit Owner's Consent

Each Unit Owner, for himself, his heirs, successors, and assigns agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his or her Unit free from unreasonable restraint and nuisance.

ARTICLE X
JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association, and said vote may not be divided between multiple Owners.

ARTICLE XI
AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be a unanimous affirmative vote of the Units.

ARTICLE XII
PERSONAL APPLICATION

All Unit Owners, tenants of such Owners, employees of Owners and tenants, or any other persons that in any manner use the property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act, to the Declaration, and these By-Laws. All agreements, decisions,

and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Condominium Ownership Act, the Declaration, or these By-Laws shall be deemed to be binding on all Unit Owners.

ARTICLES XIIi

EFFECTIVE DATE OF BY-LAWS HEREIN ESTABLISHED

These By-Laws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are changed or deleted by an amendment duly adopted by the Members and the Board of Directors of the Association in accordance with the provisions of Article XI hereof.

ARTICLE XIV

CONSTRUCTION

Section 1. Pronouns

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Section 2. Enforceability

Should any of the provisions of these By-Laws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

Adopted and approved this _____ day of July, 2019.

_____
Mary P. Wandtke

_____
Patricia M. Voss

GOOD VIEW CONDOMINIUM
ESTIMATED ANNUAL OPERATING BUDGET

The Units of Good View Condominium have one roof, one grinder pump, and one sewer lateral, which service both Units of the Condominium, the water lateral from the main to the location where the lateral splits to allow separate water service to each Unit, and the utility easement area shown on the Condominium Plat as Common Elements. The expenses for the repair and maintenance of the Common Elements will be paid by the Unit Owners in equal shares as the need arises. The monthly storm sewer charge billed by the City of Stoughton to the Association shall be paid by the Unit Owners in equal shares at the time those services are billed, and they will not be part of the monthly charge set forth below. Each Unit will pay their own expenses for their Unit and the Limited Common Areas, except for insurance, assigned to the Unit.

The following is the projected annual operating budget for one calendar year for Wood View Condominium in Stoughton, Wisconsin.

Insurances Pursuant to Article VIII of the Declaration	$1,200.00

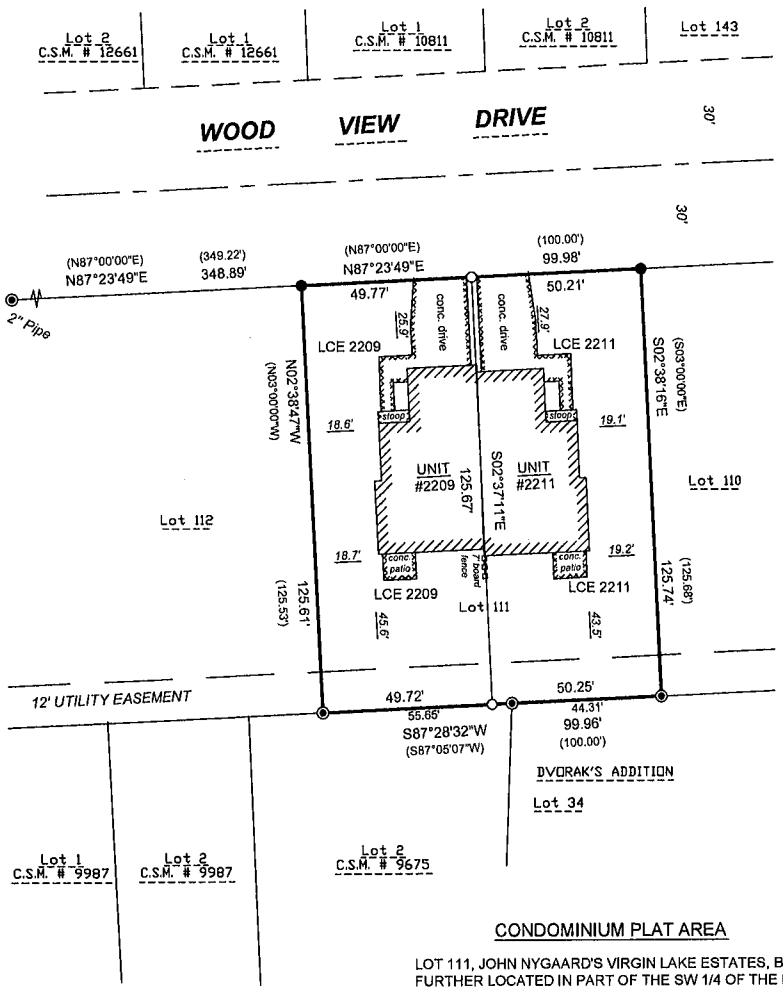
The projected monthly charge for both Units of Good View Condominium, based on the budget, is $50.00 per month, each.

Condominium Plat of
Good View Condominium

DANE COUNTY, WISCONSIN

LOT 111, JOHN NYGAARD'S VIRGIN LAKE ESTATES, BEING FURTHER LOCATED IN PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, T.5N., R.11E., CITY OF STOUGHTON, DANE COUNTY, WISCONSIN.

Referred to the Dane County Coordinate System.



CONDOMINIUM PLAT AREA

LOT 111, JOHN NYGAARD'S VIRGIN LAKE ESTATES, BEING FURTHER LOCATED IN PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 6, T.5N., R.11E., CITY OF STOUGHTON, DANE COUNTY, WISCONSIN.

There are no objections to this condominium with respect to Sec. 703 Wis. Stats. and is hereby approved for recording.

Dated this _____ day of _____, 20____

_____
Dane County Planning and Development

Scale 1" = 30'

0 15 30 60

Legend:
- ◉ = 1"dia. iron pipe found unless otherwise noted
- ● = 3/4"dia. iron rod found
- ○ = 3/4" X 18" rebar set 1.5lbs. per Lineal Foot
- LCE = Limited Common Element

Parentheses indicate recorded as values.

Notes

1) UNITS INCLUDE FIRST FLOOR, BASEMENT, GARAGE OF EACH UNIT.

2) LIMITED COMMON ELEMENTS INCLUDE PORCHES, PATIOS, DRIVEWAYS, LAWN AREAS, SIDEWALKS, AND STOOPS.

3) WITH THE EXCEPTION OF THE COMMON WALL BETWEEN THE UNITS, THE ONLY OTHER ELEMENTS ARE LIMITED COMMON ELEMENTS.

4) SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS (RECORDED OR UNRECORDED).

5) UNIT BOUNDARIES AND AREAS ARE APPROXIMATE AND DO NOT SUPERSEDE UNIT BOUNDARIES AS SET FORTH IN THE CONDOMINIUM DECLARATION.

6) PREPARED FOR JOHN BRIGHAM
2701 INTERNATIONAL LANE
SUITE 100,
MADISON, WI. 53704

DECLARANT
PATRICIA M. VOSS &
MARY P. WANDTKE
3415 QUAM DR
STOUGHTON WI 53589

City Approval
This Condominum Plat was approved for recording per City of Stoughton Plan Commission action of _____, and City of Stoughton Common Council action of_____, dated this _____ day of _____, 2019

_____
Clerk, City of Stoughton

Register of Deeds Certificate
Received for recording this ____ day of _____, 2019 at _____ o'clock ___M. and recorded in Volume _____ of Condominum Plats. on Pages_____.

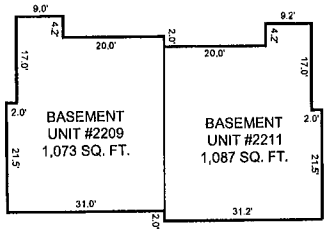
_____
Kristi Chlebowski, Register of Deeds, Dane County

Surveyors Certificate
I, David C. Riesop, Professional Land Surveyor in the State of Wisconsin, do hereby certify that I have surveyed and mapped the above described property in compliance with the requirements of Chapter AE-7, Wisconsin Administrative Code. I further certify that the above plat is a correct representation of the condominium described and the location of each unit and the common elements can be determined from the plat.

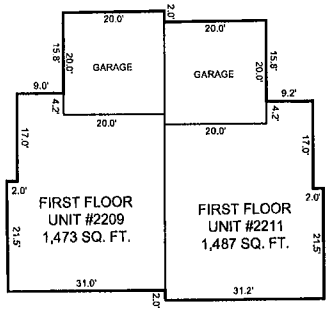
Dated_____

_____
David C. Riesop S-1551

WISCONSIN DAVID C. RIESOP S-1551 DEERFIELD WISCONSIN LAND SURVEYOR



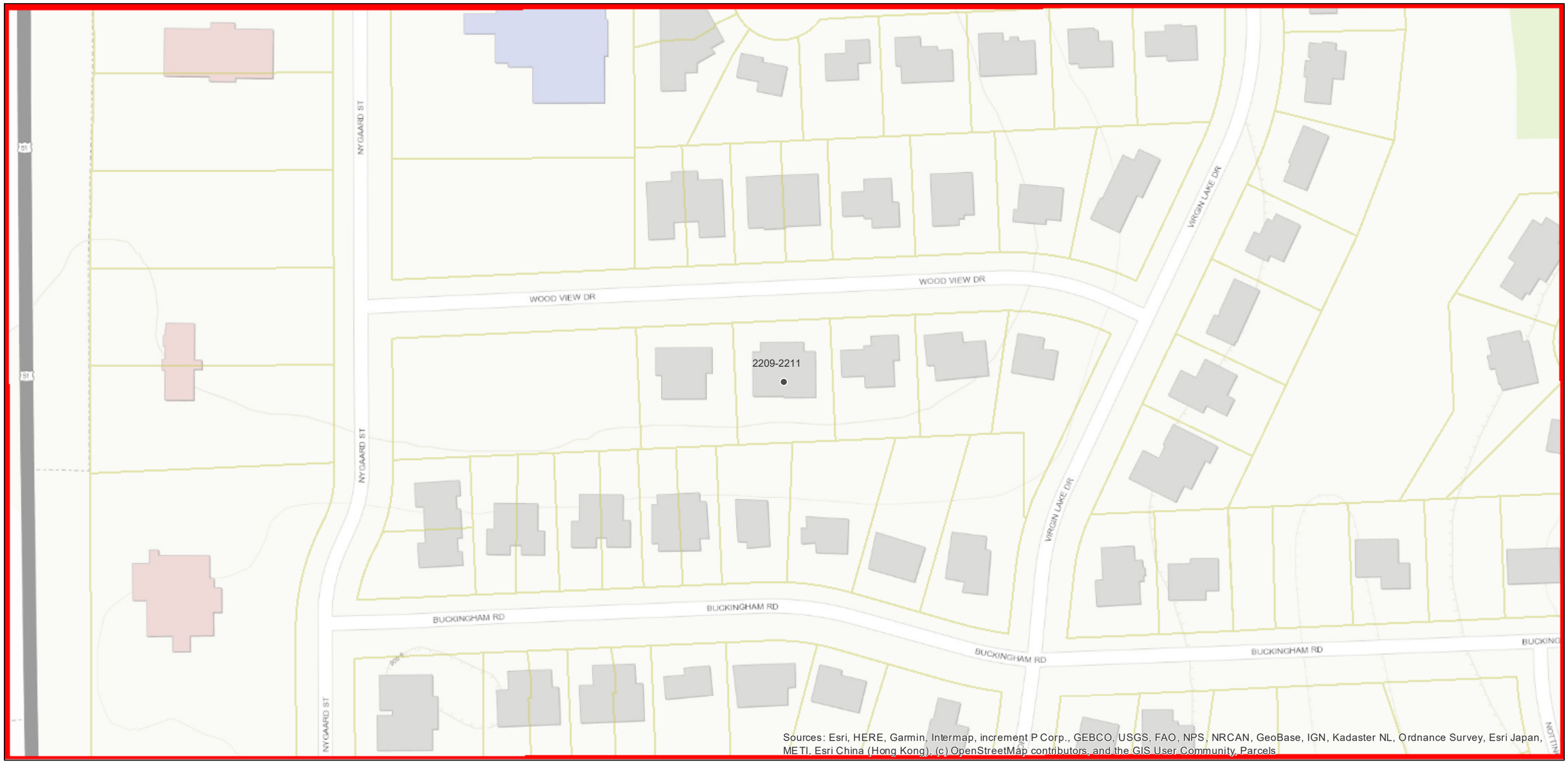
UNIT DETAIL
SCALE: 1"=20'



UNIT DETAIL
SCALE: 1"=20'

5400-19
Sheet 1 of 1

2209-2211 Wood View Drive



July 29, 2019

Parcels

0 62.5 125 250 Feet

N

CITY OF STOUGHTON
DEPARTMENT OF PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589
www.cityofstoughton.com/planning

RODNEY J. SCHEEL
DIRECTOR
(608) 873-6619
fax: (608) 873-5519

August 13, 2019

Mary Wandtke
3415 Quam Drive
Stoughton, WI. 53589

Dear Property Owner:

I have completed a review of the proposed Good View Condominium for 2209 and 2211 Wood View Drive, Stoughton, WI - Plan submitted 7/22/19. As noted, additional information may be required to be provided or shown on the plan.

1. The property at 2209 and 2211 Wood View Drive, Stoughton, WI is zoned TR-6 – Two-Family Residential. A public hearing is scheduled for September 9, 2019 regarding the preliminary condominium plat of which you will receive notice. If approved, a final plat will need to be reviewed and approved by the Plan Commission and Common Council.

2. The intent is to split the property to enable selling each side of the duplex separately. Since the water and sewer service is not separate as required by ordinance to allow a zero lot line, a condominium platting process was chosen to split the structure while the common elements will be held in common by both owners or association. The water and sewer laterals have been listed as common elements within the Declaration of Condominium. The common elements are to be maintained by the Association.

3. Once the final condominium plat is approved and recorded, a copy shall be provided to the Department of Planning & Development.

If you have any questions, please contact me at 608-646-0421

Sincerely,
City of Stoughton

Michael P. Stacey

Michael P. Stacey
Zoning Administrator/Assistant Planner

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Plan Commission Meeting Minutes
Monday, September 9, 2019 at 6:00 pm
Public Safety Building, Council Chambers, Second Floor, 321 S. Fourth Street, Stoughton, WI.

Members Present: Mayor Tim Swadley, Chair; Todd Barman; Phil Caravello; Thomas Majewski; Tom Robinson; Tom Selsor; and Brett Schumacher
Members Absent: None
Staff: Rodney Scheel, Director of Planning & Development; Michael Stacey, Zoning Administrator
Press: None
Guests: Mary Wandtke; John Brigham; Lori Steen; Brianna Fero; Kathy Kamp; Bob Dvorak; Tyler Fero; Jim Glueck and Linda Muller

1. **Call to order.** Mayor Swadley called the meeting to order at 6:00 pm.

2. **Consider approval of the Plan Commission meeting minutes of August 12, 2019.**
   Motion by **Robinson** to approve the minutes as presented, 2nd by **Schumacher**. Motion carried 6 - 0.

3. **Council Representative Report.** Mayor Swadley stated in absence of Caravello, the approvals are shown in the minutes.

4. **Staff Report - Status of Current Developments.**
   Scheel gave an overview of the current status of developments as outlined in the packet.

   Schumacher questioned if there could be a street project dashboard so people could find out information about street projects. Scheel stated improvements can be made in the future to provide information.

5. **Request by STI Holdings, Inc. for certified survey map (CSM) approval to split the property at 1111 Veterans Road into 2 parcels.**
   Scheel explained the request.

   Schumacher questioned access from Academy Street. Scheel explained the access point is adequate for the subject property.

   Lori Steen of STI Holdings explained the intent to provide a site for a current supplier.

   Motion by **Schumacher** to recommend the Common Council approve the CSM as presented, 2nd by **Selsor**. Motion carried 6 - 0.

6. **Request by Mary Wandtke for preliminary condominium plat approval of the Good View Condominium, 2209 and 2211 Wood View Drive.**
   Scheel explained the request.

   Mayor Swadley opened the public hearing.

   No one registered to speak.

   Mayor Swadley closed the public hearing.

Barman questioned what the Commission should be focusing on such as the condominium itself and/or the condominium documents. Scheel stated his recommendation would be to focus on the condominium split and not all the details of the condominium documents.

Motion by **Barman** to recommend the Common Council approve the Good View Condominium for Mary Wandtke at 2209 and 2211 Wood View Drive as presented, 2nd by **Robinson**. Motion carried 6 - 0.

7. Request by Brianna Fero for a conditional use permit for an Indoor Commercial Entertainment use (Gemini Games) at 193 W. Main Street.
Scheel explained the request.

Brianna Fero stated they are seeking a beer license for their business. The business is a board game lounge with sales of games and Wisconsin based snacks/beverages. The target age is 25-40 year olds.

Schumacher questioned the hours of operation. Tyler Fero stated they anticipate later activity later in the day. Ms. Fero stated they will only allow 21 year olds and up and may have special events for minors where the beer would be locked up.

Mayor Swadley opened the public hearing.

No one registered to speak.

Mayor Swadley closed the public hearing.

Barman stated the Commission is to focus on the use related to zoning and not the beer license. Mayor Swadley stated the Council will be reviewing the beer license tomorrow night.

Motion by **Barman** to recommend the Common Council approve the conditional use permit to allow the indoor commercial entertainment use at 193 W. Main Street as presented, 2nd by **Schumacher**. Motion carried 6 – 0.

8. Request by Reyes Aranda for a conditional use permit for an Indoor Commercial Entertainment use (La Cantina LLC) at 620 Nygaard Street.
Scheel explained the request.

Mayor Swadley opened the public hearing.

No one registered to speak.

Mayor Swadley closed the public hearing.

Selsor questioned if this is the same operator as the past or a new operator. Scheel stated this is a new operator.

Barman noted there has been a lot of turn-over for this site over the years and recommended the City work with the tenant to help the situation. Scheel discussed the limitations of the site

CONSENT AGENDA

A. September 10, 2019 Council Minutes
B. **R-143-2019**- Authorizing and directing the proper City official (s) to issue Operator Licenses to various applicants

Motion by Boersma, second by Reeves to approve the consent agenda. Motion carried 11-0.

OLD BUSINESS

NEW BUSINESS

R- 144-2019- Requesting Exemption from the County Library Tax

Motion by Ligocki, second by Riley to approve R-144-2019 Requesting Exemption from the County Library Tax. Motion carried 11-0.

R- 145-2019- Authorizing and directing the proper city official (s) to adopt the 2020 Benefits Renewal: Medical

Motion by Schumacher, second by Reeves to approve R-145-2019 Authorizing and directing the proper city official (s) to adopt the 2020 Benefits Renewal: Medical. Gillingham said that there would be no increase for 2020 and a 6% increase for 2021. Motion carried 11-0.

R-146-2019- authorizing and directing the proper city official (s) to adopt the 2020 Benefits Renewal: Dental

Motion by Schumacher, second by Reeves to approve R-146-2019 authorizing and directing the proper city official (s) to adopt the 2020 Benefits Renewal: Dental. Gillingham stated that there would be a flat renewal for full time employees and a 5% increase for those that work 30 hours or less a week. Motion carried 11-0.

R-147-2019- Approving a Certified Survey Map (CSM) for property at 1111 Veterans Road which is owned by STI Holdings Inc., Stoughton, WI.

Motion by Caravello, second by Schumacher to approve R-147-2019 Approving a Certified Survey Map (CSM) for property at 1111 Veterans Road which is owned by STI Holdings Inc., Stoughton, WI. Stoughton Trailers is looking at having an ancillary business in the lot created by the CSM. Motion carried 11-0.

R- 148-2019- Resolution by the Common Council of the City of Stoughton approving the Good View Condominium Preliminary Plat, 2209-2211 Wood View Drive, Stoughton, WI

Motion by Caravello, second by Riley to approve R-148-2019 Resolution by the Common Council of the City of Stoughton approving the Good View Condominium Preliminary Plat, 2209-2211 Wood View Drive, Stoughton, WI. Motion carried 10-0 with Riley abstaining.

R- 149-2019- Approving a Conditional Use Permit for Brianna Fero to allow an Indoor Commercial Entertainment use at 193 W. Main Street, Stoughton, Wisconsin

Motion by Caravello, second by Riley to approve R-149-2019 Approving a Conditional Use Permit for Brianna Fero to allow an Indoor Commercial Entertainment use at 193 W. Main Street, Stoughton, Wisconsin. Motion carried 11-0.

R-150-2019- Approving a Conditional Use Permit request by Reyes Aranda for La Cantina LLC (restaurant) at 620 Nygaard Street, Stoughton, Wisconsin

Motion Caravello, second by Heili to approve R-150-2019 Approving a Conditional Use Permit request by Reyes Aranda for La Cantina LLC (restaurant) at 620 Nygaard Street, Stoughton, Wisconsin. Motion carried 11-0.

R-151-2019- Acceptance of Certain Public Improvements made by Harvest Farms, LLC for Nordic Ridge Phase III

Motion by Boersma, second by Reeves to approve R-151-2019. Acceptance of Certain Public Improvements made by Harvest Farms, LLC for Nordic Ridge Phase III. Motion carried 11-0.

Discussion and possible action regarding TIF Application for Kettle Park West Phase II
Ron Henshue, Forward Development, stated that they have eliminated the multi-family portion of the plan. He emphasized that there were 5 different lot sizes and prices.

A. Presentation by Finance Director Friedl regarding TIF Application for Kettle Park West Phase II

   Finance Director said that the request was a Pay-Go and there would be no upfront City borrowing. It poses no financial risk to the City. It would add approximately $69 million in assessed value to the City. There was question as to whether the connection to HWY 138 was required when the project when initially proposed. Dave Ferris said that Phase II will require to use some increment from Phase I to get it started. He stated that the City would not have to borrow money to finance the project.

B. Common Council Discussion regarding a TIF Application for Kettle Park West Phase II ****The Council may convene in closed session, pursuant to Wis. Stat. 19.85 (1) (e) for the purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. The*