

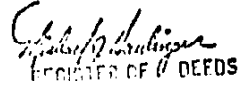
2015101

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS } SS

**FIRST SUPPLEMENT AND AMENDMENT  
TO THE  
DECLARATION OF RESTRICTIONS  
FOR  
THE PRESERVE AT HUNTERS LAKE**

54 DEC 28 PM 1:40

REEL 2024 IMAGE 0746

  
 REGISTER OF DEEDS

2015101

This Supplement and Amendment to the Declaration of Restrictions for The Preserve at Hunters Lake is made this 11 day of NOVEMBER, 1994 by SIEPMANN DEVELOPMENT COMPANY, a Wisconsin Partnership.

**WITNESSETH:**

**WHEREAS**, the Declaration of Restrictions for The Preserve at Hunters Lake was recorded in the office of the Register of Deeds for Waukesha County on October 5, 1994 in Reel 1994, Images 640 to 663, inclusive, as document No. 1998424 (The Declaration); and

**WHEREAS**, Section C of the Declaration permits Siepmann Development Company and its successors and assigns to bring within the Declaration future stages of The Preserve at Hunters Lake which are or become adjacent to the lands subject to the Declaration; and

**WHEREAS**, it is the desire of Siepmann Development Company to make the following described land subject to the Declaration:

Lot 1 of Certified Survey Map No. 5701 recorded in Volume 46 of Certified Survey Maps on pages 179 through 183 inclusive, as Document No. 1513578, being a part of the Northeast 1/4 of Section 14, and the Southeast 1/4 of Section 11, Town 6 North, Range 17 East, Town of Ottawa, County of Waukesha, State of Wisconsin.

**EXCEPTING THEREFROM** those lands in Warranty Deed dated February 15, 1994 and recorded April 21, 1994 on Reel 1919, Image 416, as Document No. 1957630; and

**WHEREAS**, Section D of the Declaration provides that the provisions of the Declaration may be annulled, waived, changed, modified or amended by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands then having at least sixty percent (60%) of the votes in the Association; provided, however, that any such action must also be approved in writing by the Town of Ottawa, Waukesha County and the Developer so long as it shall be an owner; and

**WHEREAS**, Siepmann Development Company is the Developer and, as of the date of this Supplement and Amendment, the owner of lands having at least sixty percent (60%) of the votes in the Association; and

**WHEREAS**, it is the desire of Siepmann Development Company to modify, amend and include additional provisions in the Declaration.

**NOW, THEREFORE**, Siepmann Development Company does hereby declare as follows:

1. That effective upon the recording of this Supplement and Amendment the lands described herein shall be added to and included in the Declaration.


2. That the lands described herein shall be added to the "Common Areas" set forth in Paragraph 2 of Section B of the Declaration and, as further provided in said paragraph, the lands described herein shall be owned in common by all lot Owners, with the Owners of each lot having an equal undivided fractional ownership interest therein.

3. That the operation of motor vehicles within or upon the Common Areas shall be prohibited except for those used by the Owners and their authorized agents and contractors and the Ice Age Park and Trail Foundation, its successors and assigns, in connection with the maintenance, repair and restoration of the Common Areas.

4. All deeds and any other conveyances of any lot in The Preserve at Hunters Lake shall be deemed to include such lot's appurtenant undivided interest in the Common Areas whether or not so specifically stated in any such deed or other conveyance.

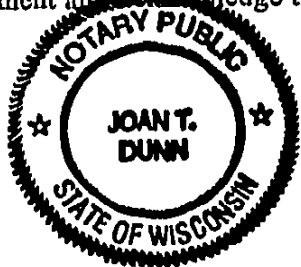
**IN WITNESS WHEREOF**, the undersigned has executed this Supplement and Amendment to the Declaration of Restrictions as of the day and month first above written.

SIEPMANN DEVELOPMENT COMPANY

BY:   
James P. Siepmann, Authorized Signatory

STATE OF WISCONSIN )  
 ) SS  
 WAUKESHA COUNTY )

Personally came before me this 11th day of November, 1994 the above named James P. Siepmann, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Joan T. Dunn  
 Joan T. Dunn Notary Public

Waukesha County, WI  
 My Commission expires: 10/4/98

APPROVAL OF TOWN OF OTTAWA

BY: Vytautas P. Janusonis  
 Vytautas P. Janusonis, Chairman

Attest: Melissa M. Klein  
 Melissa M. Klein, Clerk

STATE OF WISCONSIN )  
 ) SS  
 WAUKESHA COUNTY )

Personally came before me this 15th day of November, 1994 the above named Vytautas P. Janusonis and Melissa M. Klein, who acknowledge themselves to be the Chairman and Clerk, respectively, of the Town of Ottawa, and to me know to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Nancy J. Walczak  
 Nancy J. Walczak Notary Public

Waukesha County, WI  
 My Commission expires: 12-3-95

## APPROVAL OF WAUKESHA COUNTY

BY: Walter T. Tarmann  
WALTER TARMANN

STATE OF WISCONSIN )  
 ) SS  
 WAUKESHA COUNTY )

Personally came before me this 27<sup>th</sup> day of December, 1994 the  
 above named Walter T. Tarmann who acknowledge himself to be the  
Director of Parks Planning of Waukesha County, and to me known to be the person  
 who executed the foregoing instrument in such capacity and acknowledged the same.

Ann Trimboli  
ANN TRIMBOLI  
 Notary Public  
Waukesha County, WI  
 My Commission expires: 12/31/95

This instrument was drafted by:  
AND AFTER RECORDING RETURN TO:  
 Siepmann Development Company  
 17800 W. Capitol Drive  
 Brookfield, WI 53045

WAUKESHA COUNTY, WI  
REGISTER OF DEEDS  
James R Behrend

Recorded On: 02/01/2017 3:37:06 PM

Total Fee: \$30.00 Page(s): 5  
Transfer Tax: \$0.00

The above recording information verifies that  
this document has been electronically  
recorded and returned to the submitter.

Document Number

**SEE BELOW**  
**Title of Document**

**Second Amendment to the Declaration of Restrictions for  
The Preserve at Hunters Lake**

Recording Area

Name and Return Address

**T. Michael Schober**  
**Schober Schober & Mitchell, S.C.**  
**2835 South Moorland Road**  
**New Berlin, WI 53151**

See Attached

Parcel Identification Number (PIN)

The Declaration of Restrictions for The Preserve at Hunters Lake located in the Town of Ottawa, Waukesha County, was duly recorded the 5th day of October, 1994, as Document No. 1998424 and a First Supplement and Amendment to the Declaration of Restrictions was duly recorded the 20<sup>th</sup> day of December, 1995 as Document No. 2015101 The Owners now, through their duly organized and acting Association and its officers and Board, following the affirmative vote of lot owners pursuant to the Declaration of Restrictions, make such further changes and amendments as follows:

1. Section A.6. is deleted in its entirety and replaced with the following:

The exterior walls of the home and attached garage must be constructed of structural face brick, stucco or stone, wood, Hardiplank or LP Smartside, including any subsequent manufacturer's improvement to these specific products, or other natural materials. Manufactured siding materials such as pressed board, masonite, plywood, vinyl, aluminum or steel are not permitted. Stucco board is acceptable if no seams are exposed. Any exposed basement or foundation wall must be covered with face brick, stone or stucco. Chimneys shall be constructed of structural masonry materials. All roof areas having an appropriate pitch shall be covered with either wood shakes, or dimensional fiberglass 50 year shingles of the type and quality of GAF Ultra, Landmark 50 in a "weatherwood" color only, including any subsequent manufacturer's improvement to this specific product; provided, however, Developer shall have the right to approve other roofing materials if they are of comparable quality or better suited to the approved building design.

2. All remaining provisions of the Declaration of Restrictions shall remain unchanged.



Subscribed and sworn to before me  
this 10th day of January, 2017.  
Patricia A. Grabowski  
Print: PATRICIA A. GRABOWSKI  
Notary Public, State of Wisconsin  
My commission expires 10/2/2020

THE PRESERVE AT HUNTERS LAKE  
HOMEOWNER'S ASSOCIATION

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

Michael Brancato, President

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

Mark Bush, Secretary

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

The Declaration of Restrictions for The Preserve at Hunters Lake located in the Town of Ottawa, Waukesha County, was duly recorded the 5th day of October, 1994, as Document No. 1998424 and a First Supplement and Amendment to the Declaration of Restrictions was duly recorded the 20<sup>th</sup> day of December, 1995 as Document No. 2015101 The Owners now, through their duly organized and acting Association and its officers and Board, following the affirmative vote of lot owners pursuant to the Declaration of Restrictions, make such further changes and amendments as follows:

1. Section A.6. is deleted in its entirety and replaced with the following:

The exterior walls of the home and attached garage must be constructed of structural face brick, stucco or stone, wood, Hardiplank or LP Smartside, including any subsequent manufacturer's improvement to these specific products, or other natural materials. Manufactured siding materials such as pressed board, masonite, plywood, vinyl, aluminum or steel are not permitted. Stucco board is acceptable if no seams are exposed. Any exposed basement or foundation wall must be covered with face brick, stone or stucco. Chimneys shall be constructed of structural masonry materials. All roof areas having an appropriate pitch shall be covered with either wood shakes, or dimensional fiberglass 50 year shingles of the type and quality of GAF Ultra, Landmark 50 in a "weatherwood" color only, including any subsequent manufacturer's improvement to this specific product; provided, however, Developer shall have the right to approve other roofing materials if they are of comparable quality or better suited to the approved building design.

2. All remaining provisions of the Declaration of Restrictions shall remain unchanged.

THE PRESERVE AT HUNTERS LAKE  
HOMEOWNER'S ASSOCIATION

By: \_\_\_\_\_  
Michael Brancato, President

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: Mark Bush  
Mark Bush, Secretary

Subscribed and sworn to before me  
this 30th day of January, 2017.

Wanda L. Richter  
Print: Wanda L. Richter  
Notary Public, State of Wisconsin  
My commission expires 1/11/20



By:



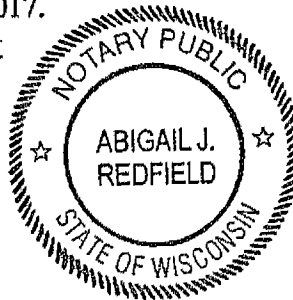
Todd Grainger, Treasurer

Subscribed and sworn to before me  
this 30<sup>TH</sup> day of JANUARY, 2017.

Abigail J. Redfield  
Print: ABIGAIL J. REDFIELD

Notary Public, State of Wisconsin

My commission expires 8/4/2019.



**This document prepared by:**

T. Michael Schober  
Schober Schober & Mitchell, S.C.  
2835 South Moorland Road  
New Berlin, WI 53151  
(262) 785-1820



The Preserve at Hunters Lake Owners

Lot Number	Parcel Identification Number
1 and 2	OTWT1625001001
3	OTWT1625003
4	OTWT1625004
5	OTWT1625005
6	OTWT1625006
7	OTWT1625007
8	OTWT1625008
9	OTWT1625009
10	OTWT1625010
11	OTWT1625011
12	OTWT1625012
13	OTWT1625013
14	OTWT1625014
15	OTWT1625015
16	OTWT1625016
17	OTWT1625017
18	OTWT1625018
19	OTWT1625019
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29	OTWT1625029
30	OTWT1625030
31	OTWT1625031
32	OTWT1625032
33	OTWT1625033
34	OTWT1625034
35	OTWT1625035
36	OTWT1625036
37	OTWT1625037
38	OTWT1625038
39	OTWT1625039
40	OTWT1625040
41	OTWT1625041

THIRD AMENDMENT TO  
DECLARATION

Document Number

Document Title

4417157

REGISTER OF DEEDS  
WAUKESHA COUNTY, WI  
RECORDED ON

August 26, 2019 11:34 AM  
James R Behrend  
Register of Deeds

7 PCS  
TOTAL FEE: \$30.00  
TRANS FEE: \$0.00

Book Page -



Recording Area

Name and Return Address

Attorney Timothy H. Lindau  
Nowlan & Mouat LLP  
P.O. Box 8100  
Janesville, WI 53547-8100

See attached

Parcel Identification Number (PIN)

**THIRD AMENDMENT TO THE DECLARATION OF  
RESTRICTIONS FOR THE PRESERVE AT  
HUNTERS LAKE**

This Third Amendment to the Declaration of Restrictions for The Preserve at Hunters Lake relates to the property legally described as follows:

The Plat of The Preserve at Hunters Lake, which is part of the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of Section 11, Town 6 North, Range 17 East, Town of Ottawa, County of Waukesha, State of Wisconsin.

and

Lot 1 of Certified Survey Map No. 5701 recorded in volume 46 of Certified Survey Maps on Pages 179 through 183 inclusive, as Document No. 1513578, being a part of the Northeast 1/4 of Section 14, and the Southeast 1/4 of Section 11, Town 6 North, Range 17 East, Town of Ottawa, County of Waukesha, State of Wisconsin.

EXCEPTING THEREFROM those lands in Warranty Deed dated February 15, 1994 and recorded April 21, 1994 on Reel 1919, Image 416, as Document No. 1957630.

This document drafted by  
Nowlan & Mouat LLP  
By: Timothy H. Lindau  
P.O. Box 8100  
Janesville, WI 53547-8100

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

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

WRDA Rev. 12/22/2010

### **THIRD AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR THE PRESERVE AT HUNTERS LAKE**

This Third Amendment to the Declaration of Restrictions for The Preserve at Hunters Lake, Waukesha County, State of Wisconsin dated October 4, 1994, which was recorded with the Office of the Register of Deeds, Waukesha County, Wisconsin on October 5, 1994 as Document No. 1998424 (the "Declaration"), is and shall be effective as of the date of recording.

#### **RECITALS**

1. The Declaration, which imposes certain restrictions on the use and development of the property legally described on the cover page attached hereto (the "Property"), was amended by (i) the First Supplement and Amendment to the Declaration of Restrictions for The Preserve at Hunters Lake dated November 11, 1994, which was recorded in the Office of the Register of Deeds, Waukesha County, Wisconsin on December 28, 1994, as Document No. 2015101 (the "First Amendment"); (ii) and the Second Amendment to the Declaration of Restrictions for The Preserve at Hunters Lake dated on or about January 30, 2017, which was recorded in the Office of the Register of Deeds, Waukesha County, Wisconsin on February 1, 2017, as Document No. 4261107 (the "Second Amendment").

2. The Declaration formed an unincorporated association to be known as The Preserve at Hunters Lake Homeowners Association (the "Association"). Each owner of a lot within the Property is permitted to vote on matters delegated to the Association in the Declaration.

3. The Declaration may be amended upon the affirmative vote of at least sixty percent (60%) of the Association.

4. As set forth herein, the Association wishes to amend the Declaration to permit the construction and maintenance of one (1) accessory building on each lot.

#### **AMENDMENT**

The Association, following a meeting of the members of the Association constituting a quorum and upon the affirmative vote of at least sixty percent (60%) of the members of the Association, hereby amends the Declaration as set forth below:

1. **Section A.1** of the Declaration shall be deleted in its entirety and restated as follows:

All lots are restricted to the erection of a one story, story and one-half or two story single family residence building with a minimum square footage of living space (without regard for basement level areas) of three thousand (3,000) square feet, with an attached garage that will accommodate at least two cars, and one (1) accessory structure, including specifically a detached garage or pool house (an

"Accessory Structure(s)"). In addition to any other restrictions imposed by Developer, all Accessory Structures must comply with the following:

- i. The visible materials, including all roofing materials, used in the construction of an Accessory Structure must be materially consistent in appearance and composition to that of the main building on a lot.
- ii. An Accessory Structure other than a pool house must be a minimum of 400 square feet. An Accessory Structure that has a primary use as a pool house must be a minimum of 100 square feet.
- iii. No garage door on an Accessory Structure shall be in excess of 9 feet high.
- iv. No business or other commercial activity shall be conducted in or operated from an Accessory Structure.
- v. To the extent reasonably practical, all Accessory Structures with garage doors shall be positioned in order that the garage doors do not face the front of a lot. If the Developer, in its reasonable discretion, determines that front facing garage doors on an Accessory Structure are a reasonable alternative, the Developer may require landscaping and/or other accoutrements to optimize the aesthetics of front-facing garage doors.

2. **Section A.4** of the Declaration shall be amended to replace the term "appurtenant structures" with the term "Accessory Structures".

3. **Section A.5** of the Declaration shall remain in full force and effect but shall be amended so as to impose the standards set forth therein upon Accessory Structures.

4. **Section A.6** of the Declaration, as the same was amended by the Second Amendment, shall remain in full force and effect but shall be amended so as to impose the construction standards set forth therein upon Accessory Structures.

5. **Section A.7** of the Declaration shall remain in full force and effect but shall be amended so as to impose the requirement set forth therein upon Accessory Structures.

6. **Section A.8** of the Declaration shall remain in full force and effect but shall be amended so as to impose the requirements set forth therein upon Accessory Structures.

7. **Section A.9** of the Declaration shall remain in full force and effect but shall be amended so as to impose the requirements set forth therein upon Accessory Structures.

8. **Section A.13** of the Declaration shall be deleted in its entirety and restated as follows:

No more than (1) gazebo or cabana shall be located on a lot and neither a gazebo nor a cabana shall be considered an Accessory Structure. There shall be no above ground swimming pools or satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or satellite dish shall be visible from any roadway or neighboring lot.

9. **Section B.11(e)** of the Declaration shall be deleted in its entirety and restated as follows:

Assessments not paid when due shall bear interest at a rate of twelve percent (12%) per annum until paid. In addition and to the extent permitted by law, the Association may impose a late fee of \$100 for each month that an assessment is delinquent. Unpaid assessments, together with the interest and late charges, shall constitute a continuing lien against the real estate against which it was assessed until all assessments, interest, and late charges have been paid in full. The assessment, interest and late charges shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.

10. **Section B.11(f)** of the Declaration shall be deleted in its entirety and restated as follows:

The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment, interest, and late charges, together with all reasonable costs and attorneys' fees incurred in collecting said unpaid assessment, interest, or late charges. Upon payment or satisfaction of all amounts due, the Association shall record a document satisfying or releasing such lien. The failure to file any such notice shall not impair the validity of the lien.

11. Except as expressly modified herein, all remaining provisions of the Declaration, the First Amendment, and the Second Amendment shall remain in full force and effect.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned, being the authorized representatives of THE PRESERVE AT HUNTERS LAKE HOMEOWNER'S ASSOCIATION, have executed this Third Amendment to Declaration of Restrictions this 14<sup>th</sup> day of June, 2019.



THE PRESERVE AT HUNTERS LAKE  
HOMEOWNER'S ASSOCIATION

By: [Signature]  
Mark Bush, President

By: [Signature]  
Sharon Emery, Secretary

STATE OF WISCONSIN    )  
                                      ) SS  
WAUKESHA COUNTY     )

Personally came before me this 14<sup>th</sup> day of June 2019, the above-named Mark Bush, in his capacity as President, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission is permanent  
or expires: 4-10-21

STATE OF WISCONSIN    )  
                                      ) SS  
WAUKESHA COUNTY     )

Personally came before me this 14<sup>th</sup> day of June 2019, the above-named Sharon Emery, in her capacity as Secretary, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]  
Notary Public, State of Wisconsin  
My Commission is permanent  
or expires: 4-10-21





**CERTIFICATION BY ASSOCIATION  
PRESIDENT AND SECRETARY**

Mark Bush, as the duly elected, qualified, and acting President of The Preserve at Hunters Lake Homeowner's Association, (the "Association"), and Sharon Emery, as the duly elected, qualified, and acting Secretary of the Association, do hereby certify that ballots approving this Third Amendment to the Declaration have been executed by 31 members of the Association, which number constitutes seventy-five percent (75%) of all members of the Association entitled to vote on the amendments set forth herein. See the attached Voting Results for Third Amendment for details of the vote.

Dated this 14<sup>th</sup> day of <sup>June</sup>~~May~~, 2019.

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

Mark Bush, President

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

Sharon Emery, Secretary

# Voting Results for Third Amendment

Lot #	Name	YES	NO RESPONSE	NO
3	Adams	Yes		
36	Biasiotta	Yes		
29	Bjorgaard	Yes		
6	Brancato		X	
35	Brethauer		X	
19	Bush	Yes		
20	Bush	Yes		
16	Christiansen	Yes		
30	Cook		X	
32	Cooper	Yes		
31	Donnelly	Yes		
4	Dunbar		X	
23	Dyer	Yes		
37	Emery	Yes		
34	Gabardi		X	
27	Goell	Yes		
7	Graebner	Yes		
38	Grainger	Yes		
10	Havenstein		X	
18	Hoffman	Yes		
21	Janc	Yes		
14	Karcher	Yes		
11	Markut		X	
22	McConnell	Yes		
28	Meloy	Yes		
5	Montoure	Yes		
13	Moyer		X	
40	Nash	Yes		
1	Riederer	Yes		
2	Riederer	Yes		
24	Rewolinski	Yes		
9	Saeian	Yes		
15	Seegers	Yes		
33	Semandel	Yes		
25	Shearer	Yes		
39	Sorrow		X	
12	Steinberg	Yes		
26	Toson	Yes		
8	Vodgs	Yes		
41	Vosseller		X	
17	Wedl	Yes		

Total Lots - 41

Voting Results 31 Yes 75%  
10 No Respons 25%  
No 0

Attested By: Justin Steinberg HOA Treasurer

*Sharon Emery*  
Sharon Emery HOA Secretary

Mark Bush HOA President



1998424

REGISTER'S OFFICE  
WAUKESHA COUNTY, WIS } SS  
RECORDED ON

1998424

DECLARATION OF RESTRICTIONS

94 OCT -5 AM 9: 54

REEL 1994 IMAGE 0640

FOR

THE PRESERVE AT HUNTERS LAKE

*Stephen J. Kuntzinger*  
REGISTER OF DEEDS

KNOW ALL PERSONS BY THESE PRESENTS; that SIEPMANN DEVELOPMENT COMPANY is a partnership duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Brookfield, Wisconsin (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of The Preserve at Hunters Lake, a part of the Northeast Quarter (NE 1/4), Southeast Quarter (SE 1/4), Southwest Quarter (SW 1/4) and Northwest Quarter (NW 1/4) of Section 11, Town 6 North, Range 17 East, Town of Ottawa, County of Waukesha, State of Wisconsin.

Developer intends to establish a general plan for the use, occupancy and enjoyment of The Preserve at Hunters Lake, and does hereby declare for the mutual benefit of present and future owners of lands in The Preserve at Hunters Lake and any future stages of development added as provided in Section C, below (herein referred to individually as "Owner" and collectively as "Owners"), that The Preserve at Hunters Lake shall be subject to the following restrictions:

A. BUILDING AND USE RESTRICTIONS

1. All lots are restricted to the erection of a one story, story and one-half or two story single family residence

pol  
bld

building with a minimum square footage of living space (without regard for basement level areas) of three thousand (3000) square feet, and with an attached garage which will accommodate at least two cars.

2. Only one residence building may be erected on a lot.

3. The garage must be attached to the residence, directly or by breezeway, or built into the basement of the residence and must be constructed with the residence. Garage entrances must be on the side of the building unless Developer Grants an exception. All driveways must be paved.

4. All homes and appurtenant structures in The Preserve at Hunters Lake shall be based upon traditional design such as those commonly referred to as Early American, Cape Cod, English Tudor, French Manor, Georgian, and the like. The design of each home shall be subject to Developer's approval in accordance with Paragraph A.9, below. In granting such approval, Developer may, in its sole discretion, permit home designs ranging from rustic or primitive early American or European designs to contemporized versions thereof, provided their appearance and massing are reasonably compatible with the traditional styles of architecture permitted in The Preserve at Hunters Lake. Any subsequent remodeling or renovation shall comply with the design standards set forth herein.

5. Each lot Owner, at the time of home construction, shall cause their lot to be graded in a manner which (i) directs surface water drainage toward the street or other established drainageway, and (ii) prevents an increase in the flow of surface water drainage onto or across the lot of another Owner (unless within an approved drainageway). At the time of any land disturbing activity upon a lot, including without limitation, the construction of a home or other improvement thereon, the lot Owner shall cause erosion control measures to be installed and maintained according to the standards and specifications set forth in the attached Exhibit A. No lot Owner shall at any time, undertake construction activities or alter the surface of the lot in a manner which causes a material increase in the flow of surface water drainage onto or across the lot of another Owner (unless within an approved drainageway).

6. The exterior walls of the home and attached garage must be constructed of structural face brick, stucco or stone, wood or other natural materials. Manufactured siding materials such as pressed board, masonite, plywood, vinyl, aluminum or steel are not permitted. Stucatto board is acceptable if no seams are exposed. Any exposed basement or foundation wall must be covered with face brick, stone or stucco. Chimneys shall be constructed of structural masonry materials. All roof areas having an appropriate pitch shall be covered with wood shakes; provided, however, Developer shall have the right to approve

other roofing materials if they are of comparable quality or better suited to the approved building design.

7. The residence, attached garage, landscaping and paved driveway must be completed within one (1) year from the start of construction.

8. All structures shall be constructed within the building envelopes and conform to the setback restrictions set forth in the Plat of The Preserve at Hunters Lake.

9. All building plans, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys must be approved by Developer in writing prior to application for a building permit. In addition, basic site features such as fences, decks, inground swimming pools, additions and other temporary or permanent structures or elements contributing significantly to the total environmental effect of The Preserve at Hunters Lake are subject to the prior written approval of Developer. Developer's approval shall be based upon the building and use restrictions contained in this Section A and such guidelines as may be adopted from time-to-time by Developer. Developer may withhold exterior design approval if the design is too similar in appearance to others in close proximity.

10. In lieu of public street lights, there shall be installed in a location designated by the Developer at the time of construction of a residence building on a lot, one outdoor electric lamppost with photoelectric controls with no override

switch. The design of the lamppost shall be subject to the approval of the Developer. The lamppost shall be maintained by the lot Owner in proper operating manner. If the lamppost is not so maintained, maintenance shall be performed by The Preserve at Hunters Lake Home Owner's Association, created pursuant to Section B, below, and the cost of such maintenance shall be an assessment against the lot Owner, payable within ten (10) days after the date of the assessment.

11. The design and location of each mail box/newspaper box shall be subject to the approval of Developer.

12. There shall be no outside storage of boats, trailers, buses, commercial trucks, campers or other vehicles or items deemed to be unsightly by the Developer.

13. No more than one (1) gazebo or cabana shall be located on a lot, and there shall be no other out buildings, above ground swimming pools or satellite dish antennas having a diameter in excess of twenty-four (24) inches. No antenna or satellite dish shall be visible from any roadway or neighboring lot.

14. Each lot Owner shall strictly adhere to and finish grade its lot in accordance with the Master Grading Plan (or any amendments thereto approved by the Town of Ottawa Engineer) on file in the office of the Developer's engineering firm. The Developer, the Association, the Town of Ottawa, and their respective agents, employees and independent contractors shall

each have the right to enter upon any lot at any time for the purpose of inspection, maintenance or correction of any drainage condition, and the lot Owner shall be responsible for the cost thereof, and which shall be subject to assessment pursuant to the provisions of Paragraph B.11, below.

15. As of the date of this Declaration, the Developer intends to (but shall not in any event be obligated to) install a pier along the shoreline of Hunters Lake (the "Pier"). If the Developer elects to install the Pier, the Developer shall have the right, in its sole and absolute discretion, to determine the location of the Pier, as well as the dimensions and design thereof, subject to the limitations contained in the Waukesha County Park and Planning Commission Staff Recommendation - Conditional Use, dated July 29, 1993, as attached hereto as Exhibit B. The Pier shall be reserved for the exclusive use of lot Owners, provided that no boats, canoes, rafts or other watercraft of any type shall be launched or otherwise used with respect to the Pier or the access to Hunters Lake which is adjacent thereto, except watercraft owned by the Association. No portion of the Pier, the access to Hunters Lake which is adjacent thereto, or any riparian lands of The Preserve at Hunters Lake shall be used by any lot Owner for the mooring or storage of any type of watercraft. The Developer discloses that as of the date of this Declaration, no permits to install the Pier have been applied for or obtained.

16. The Developer, and no other, shall have the right and authority to modify the Building and Use Restrictions and the setback restrictions set forth in the plat of the Preserve at Hunters Lake, or to permit variances from application thereof, if in its opinion, the modification or variance is consistent and compatible with the overall scheme of development of The Preserve at Hunters Lake, provided that no such modification shall be in violation of local ordinances, or have the effect of revoking an approval previously granted in writing hereunder.

Notwithstanding the foregoing, any such modifications or variances shall be at the sole and absolute discretion, aesthetic interpretation and business judgment of the Developer, and this paragraph and any modifications or variances granted hereunder shall not in any way be interpreted (i) as preventing the Developer from requiring at any time, and from time to time, strict compliance with the Building and Use Restrictions, or (ii) as entitling any person to a modification or variance not approved and granted in writing by the developer.

17. Any Owner violating the restrictions contained herein shall be personally liable for and shall reimburse Developer for all costs and expenses, including attorneys' fees, incurred by Developer in enforcing the restrictions contained in this Section A. The foregoing shall be in addition to any other rights or remedies which may be available to Developer.

B. OWNERS ASSOCIATION

1. An unincorporated association (herein referred to as the "Association") of the Owners of lands in The Preserve at Hunters Lake and all future stages of development added as provided in Section C, below, is hereby created for purposes of managing and controlling the Common Areas (as defined below) and performing its other duties as set forth herein for the common benefit of the Owners, subject to the terms of Exhibit B. The Association shall be known as "The Preserve at Hunters Lake Homeowners Association."

2. The term "Common Areas" shall include the following areas of The Preserve at Hunters Lake and any future stages of development added in accordance with Section C, below.

(a) All outlots, conservancy areas, recreational areas and common areas managed by the Association or Developer and shown on the Plats or Certified Survey Maps of the lands subject to this Declaration. The Common Areas shall be owned in common by all Lot owners, with the owners of each Lot having an equal undivided fractional ownership interest therein. The ownership interest in the Common Areas shall be appurtenant to each Lot and shall not be severed or divided therefrom.

(b) The area of easements granted to the Association by Developer over portions of the lands subject to this Declaration.



(c) The grass area and any fencing and landscaping contained within the public rights-of-way of any public roadway adjacent to the lands subject to this Declaration.

(d) All landscaped courts and boulevards contained within the dedicated streets in the lands subject to this Declaration.

Any portion of the Common Area within the public street right-of-way may only be improved with the consent of the appropriate public authorities.

3. The Association shall be governed by a three member Committee, hereinafter referred to as the "Committee," which shall be solely responsible for the activities of the Association. The initial members of the Committee shall be Ronald P. Siepmann, James P. Siepmann and Charles B. Schiereck.

4. To qualify as a member of the Committee, a person must be either an Owner or a duly designated officer or representative of an Owner.

5. The initial term of the Committee shall commence on the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Developer first no longer owns seventy-five percent (75%) of the lots then subject to this Declaration. During such initial term Developer shall have the right to appoint, remove or replace all three members of the Committee. Developer may relinquish or reassert

all or any part of such right at any time or times during such initial term.

6. Subject to the rights of Developer as provided in Paragraph B.5, above, each Owner shall be entitled to vote in person or by proxy in elections for selecting members of the Committee. Owners of lots shall have one (1) vote for each lot owned.

7. After the initial term as provided in Paragraph B.5, above, the term of office of members of the Committee shall be for two (2) calendar years. If any member of the Committee shall die, resign, be unable to act or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election.

8. All meetings of the Committee shall be open to Owners and held upon no less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee shall constitute a quorum. Actions of the Committee shall be taken by majority vote.

9. The Committee shall have the following duties:

(a) To provide for the control and maintenance of the lands and improvements in the Common Areas;

(b) To establish dates and procedures for the election of members of the Committee;

(c) To promulgate operating procedures for the conduct of the Association and Committee's affairs; and

(d) To enforce the provisions of this Section B.

10. The Committee shall have the following powers:

(a) To take such actions as may be necessary to cause the Common Area to be used, improved, maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

(b) To enter into contracts and to employ agents, attorneys or others for purposes of discharging its duties and responsibilities hereunder; and

(c) To levy and collect assessments in accordance with the provisions of Paragraph B.11, below.

11. The Committee shall levy and collect assessments in accordance with the following:

(a) The Owner of each lot shall be subject to a general annual charge or assessment of its pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties. The pro rata share appurtenant to a lot shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of lots subject to this Declaration (including added future stages) at the time of the assessment. Said costs shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the Common Area; equipment; materials; labor and the management and supervision thereof;

and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Section B.

(b) Assessments must be approved at a duly convened meeting of the Committee.

(c) Written notice of an assessment shall be personally delivered to each Owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.

(d) Assessments shall first become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

(e) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum until paid, and such unpaid assessment and the interest thereon shall constitute a continuing lien against the real estate against which it was assessed until they have been paid in full. The assessment and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.

(f) The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document cancelling or releasing any such lien. The failure to file

any such notice shall not impair the validity of the lien. All recording and attorneys' fees relating to any such document shall be borne by the affected Owner.

(g) Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly elected member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(h) Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property.

12. During the initial term of the Committee, the Committee shall not have the power to make improvements to the Common Area in addition to those then in existence (herein referred to as "Additional Improvements") without the written approval of Developer. After the initial term, the Committee shall not have the power to make Additional Improvements having a cost in excess of Five Thousand Dollars (\$5,000.00) without the consent of ninety percent (90%) of the then current Owners.

13. Members of the Committee shall not be liable for Any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents or employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorneys' fees, in connection with any suit or other action relating to the performance of their duties hereunder.

14. Failure of the Association or the Committee to enforce any provisions contained in this Section B, upon the violation thereof, shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

15. If the Committee shall fail to discharge its duties under this Section B within sixty (60) days of written demand by the Town of Ottawa ("Town"), the Town may discharge the duties of the Committee. The costs of the Town incurred in connection therewith shall be charged to the Owners of the properties affected by such actions of the Town by adding to each Owner's real estate tax statement incurred a charge equal to such Owner's pro rata share (the same as such Owner's share of annual assessments as provided in Paragraph B.11(a), above) of such costs.

C. FUTURE STAGES OF THE PRESERVE AT HUNTERS LAKE

The Developer, its successors and assigns shall have the right to bring within this Declaration lands in future stages of The Preserve at Hunters Lake, provided such lands are or become adjacent to (or separated by a road, highway or utility right-of-way from) the real estate which is or becomes subject to this Declaration or any Supplemental Declaration. The future stages added to this Declaration authorized under this subsection shall be added by recording Supplemental Declarations of Covenants and Restrictions with respect to the future stages which shall include such future stages in this Declaration, extend the provisions of this Declaration to such future stages and indicate any provisions that differ from the provisions contained in this Declaration or any prior Supplemental Declaration. Except with respect to increasing the number of Owners and adding to the Common Area, such Supplementary Declarations shall not revoke, modify or add to the covenants established for lands theretofore subject to this Declaration or any prior Supplemental Declaration.

D. AMENDMENT PROVISIONS

Any of the provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by written document setting forth such annulment, waiver, change, modification or amendment, executed by the Owners of lands then having at least sixty percent (60%) of the votes in the

Association (notwithstanding the foregoing, provisions hereof requiring a vote in excess of sixty percent (60%) shall not be amended without the affirmative vote of such higher percentage); provided, however, that any such action must also be approved in writing by (i) the Town, (ii) Waukesha County, and (iii) the Developer so long as it shall be an Owner. This Declaration and all amendments shall be executed as required by law so as to entitle it to be recorded, and shall be effective upon recording in the office of the Register of Deeds for Waukesha County, Wisconsin.

E. DURATION OF RESTRICTIONS

These restrictions and any amendments thereto shall be in force for a term of thirty (30) years from the date this Declaration is recorded, and upon the expiration of such initial 30 year term or any extended term as provided herein, this Declaration shall be automatically extended for successive terms of 10 years each, unless prior to the end of the then-current term a notice of termination is executed by the owners of at least ninety percent (90%) of all lots subject to this Declaration (and their mortgagees) and is recorded in the office of the Register of Deeds of Waukesha County. These Restrictions shall be deemed to run with the land and shall bind the owners and their heirs, successors and assigns and be enforceable by any owner, and to the extent permitted by Paragraph B.15, above, the Town of Ottawa, Waukesha County, Wisconsin.



IN WITNESS WHEREOF, the undersigned, being the  
authorized partner of SIEPMANN DEVELOPMENT COMPANY, has executed  
this Declaration of Restrictions this 4 day  
of OCTOBER 1994.

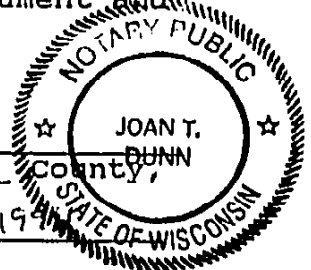
SIEPMANN DEVELOPMENT COMPANY

By: James P. Siepmann  
James P. Siepmann, Authorized  
Signatory

STATE OF WISCONSIN )  
                              ) SS  
WAUKESHA COUNTY        )

Personally came before me this 4<sup>th</sup> day of  
September 1994, the above-named James P. Siepmann, to me  
known to be the person who executed the foregoing instrument and  
acknowledged the same.

Joan T. Dunn  
Notary Public, Waukesha County,  
State of Wisconsin  
My Commission: October 9, 1994



The undersigned M&I Northern Bank, as mortgagee, hereby consents to the terms and conditions of this Declaration which shall remain in full force and effect notwithstanding any foreclosure by mortgagee.

M&amp;I NORTHERN BANK

By: *James P. Siepman*Date: SEPTEMBER 7, 1994

CORNELL DOWNING

STATE OF WISCONSIN )  
 ) SS  
WAUKESHA COUNTY )

Personally came before me this 7<sup>th</sup> day of September 1994, the above-named James P. Siepman, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

*Ann Trimboli*  
Notary Public, Waukesha County,  
State of Wisconsin  
My Commission: August 30, 1995

STATE OF Wisconsin )  
 ) SS  
COUNTY OF Waukesha )

Personally came before me this 7 day of Sept, 1994, the above named Bryan Downey, as the Vice President of M&I Northern Bank and to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

*Bette Thuro*  
\* Bette Thuro  
Notary Public, State of Wisconsin  
My Commission: 3-15-94

*Kevin S. Dittmar*  
This Instrument Was Drafted By:  
Kevin S. Dittmar  
GODFREY & KAHN, S.C.  
780 North Water Street  
Milwaukee, WI 53202  
DR-SIEPM.KSD  
8/22/94

Exhibit "A"DECLARATION OF RESTRICTIONS  
FOR THE PRESERVE AT HUNTERS LAKE  
INDIVIDUAL LOT EROSION CONTROL PLAN

To protect Hunters Lake, neighboring property and rights-of-way, the purchaser shall prevent soil erosion and sedimentation by:

1. Installing and maintaining a silt fence or straw bale barrier on all downslope sides of the lot;
2. Installing and maintaining a gravel entrance (6 inches of 2 to 3 inch aggregate, 7 feet wide and 50 feet long or the distance from the road to the construction area, whichever is less); requiring all vehicles to use that entrance;
3. At the end of each work day, cleaning up any soil tracked onto the road;
4. Locating all soil piles at least 25 feet from any downslope road, ditch or drainageway; immediately placing silt fence on the downslope side of all soil piles;
5. As soon as gutters are installed, placing extenders on all downspouts to route roof water to a stabilized area; continuing use of the extenders until vegetation is established; and
6. Sodding, or seeding and mulching, the lot within 60 days after the occupancy permit is issued; maintaining the sod or seed by watering and any necessary replanting. (for homes with occupancy permits issued between September 1 and April 30, the lot shall be covered with mulch within 30 days after the occupancy permit is issued and the mulch shall be maintained until the lot is sodded or seeded. For these lots, sodding or seeding shall be completed by June 1.)

All erosion control measures shall be installed and maintained according to the best standards and specifications set forth in the Wisconsin Construction Site Best Management Practice Handbook, the Wisconsin Soil Conservation Service Field Technical Guide, or adopted by the Waukesha County Land Conservation Department.

Daniel M. Finley  
County Executive

EXHIBIT B TO  
DECLARATION OF  
RESTRICTIONS FOR  
THE PRESERVE AT  
HUNTERS LAKE

REEL 1994-0659

Walter J. Tarmann  
Director

# Waukesha COUNTY

DEPARTMENT OF  
PARK AND PLANNING

August 3, 1993

Mr. James Siepmann  
Pebble Valley Associates  
17800 West Capitol Drive  
Brookfield, WI 53045

Re: SCU-956 Town of Ottawa

Dear Mr. Siepmann:

The Waukesha County Park and Planning Commission, at its meeting on July 29, 1993, approved your request to develop a 41 lot Planned Unit Development, fill for a public road, and construction of stormwater retention ponds on a parcel of land located in the W1/2 of Section 11, Town of Ottawa, subject to the terms and conditions set forth in the enclosed "Staff Recommendation" and attached Exhibit "A". Upon approval of the pending rezoning of the lands to accommodate the proposed access road from S.T.H. "67" the Conditional Use Permit will be issued.

Should you have any questions with regard to this matter, please contact our office.

Yours very truly,



Walter J. Tarmann  
Director

WJT/dmm

Encs.

cc: Town of Ottawa Clerk  
Town of Ottawa Planning Commission  
Town of Ottawa Building Inspector  
File

*DNE*

WAUKESHA COUNTY PARK AND PLANNING COMMISSION  
STAFF RECOMMENDATION

CONDITIONAL USE

FILE NO: SCU-956  
TAX KEY NUMBER: 1627.999  
DATE: July 29, 1993  
NAME OF PETITIONER: Pebble Valley Associates  
% James Siepmann  
17800 W. Capitol Drive  
Brookfield, WI 53045

LOCATION OF PROPERTY

Part of the W 1/2 of Section 11, *Town 6 North, Range 17 East* More specifically, the parcel is located west of Waterville Road on the east shore of Hunters Lake containing approximately 271 acres.

PRESENT ZONING

C-1 Conservancy Wetland and A-1 Agricultural permitting three acre minimum lot sizes.

PRESENT LAND USE

Residence and accessory structure.

PROPOSED LAND USE

A 41 lot Planned Unit Development, fill for a public road and construction of storm water retention ponds within 1,000' of the lake.

PUBLIC HEARING DATE

July 12, 1993.

PUBLIC REACTION

Residents of the area commented on the access from Hwy. "67" to the south side of the lake indicating concern that the DNR might require public access to Hunters Lake, the Ice Age Trail being located through the property, the reduction in the 3 acre minimum lot sizes, the impact on adjoining wells and suggested a community well, and requested that 'No Parking' signs be placed on the subdivision streets.

TOWN PLANNING COMMISSION ACTION

The Town Planning Commission voted to approve the request on July 12, 1993 (See Exhibit "A").

Staff Recommendation - SCU-956  
Pebble Valley Associates  
Page 2

#### OTHER CONSIDERATIONS

The petitioners are proposing a 41 lot Planned Unit Development on 271 acres of which 65 acres is conservancy wetlands. The lots will range in size from 1.15 to 2.7 acres with 70% of the total proposal being open space. The density on the total development is 6.6 acres per living unit. However, when the 65 acres of conservancy is taken into account, the proposed development will meet the five acre density as recommended in the Year 2010 Regional Land Use Plan for rural type development. The subdivision will be serviced by two accesses: one from Waterville Road and the other from S.T.H. "67", which is also the subject of a rezoning request to fill an approximately 30' by 450' strip located in a wetland on an existing farm drive. It is anticipated in this development that the Department of Natural Resources will require a public access to Hunters Lake in accordance with Chapter 236 of the Wisconsin State Statutes.

The remainder of the open space will be owned by a Homeowners' Association with each owner owning an undividable interest. The petitioner is proposing to construct one trail boardwalk type access to the east shore of Hunters Lake for the residents. The exact location of this access will be delineated by Don Reed from the Southeastern Wisconsin Regional Planning Commission. He will review all trail proposals in the open space and determine their suitability as required by the Town of Ottawa Planning Commission. The Town Planning Commission in their approval has conditioned the pier, to be owned by the Homeowners' Association, to be no longer than 30' with a "T" at the end no more than 20' and required Department of Natural Resources approval. The developers also requested variances from the zoning code to increase the floor area ratio from 10% to 20%, reduce the open space from two acres to 35,000 square feet per lot, and a variance from the cul du sac length provisions of the Town of Ottawa Subdivision Control Ordinance to exceed 600'. As part of this proposal, it is also anticipated that sediment basins will be constructed within 1,000' of Hunters Lake which is also part of the conditional use request. The subdivision will be serviced by private wells or, possibly, a community well system and onsite sewage disposal systems.

#### STAFF RECOMMENDATION

It is the opinion of the staff that this request be approved subject to the following conditions:

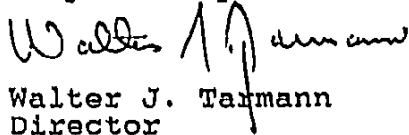
1. All conditions of the Town Planning Commission's action of July 12, 1993 (1-12 See Exhibit "A") become an integral part of the Conditional Use Permit unless otherwise amended.

Staff Recommendation - SCU-956  
Pebble Valley Associates  
Page 3

2. In accordance with the town board's action on July 12, 1993, the Department of Natural Resources, the developer and the Hunters Lake Association shall negotiate and site to accommodate a new public launch on Hunters Lake and consider the removal of the Parry Road access to Hunters Lake.
3. If a minimal storage facility is to be installed to accommodate flotation devices, paddles, etc. at the lakeshore, the necessary variances must be granted by the Waukesha County Board of Adjustment unless the structure conforms with the boat house regulations set forth in the Waukesha County Shoreland and Floodland Protection Ordinance.
4. In accordance with Item #4 of the town planning commission's action, the Waukesha County Land Conservation Department staff must review and approve the erosion and sediment control plans.
5. In accordance with Item #7, of the Town Planning Commissions action, the deed restrictions must also be approved by the Waukesha County Corporation Counsel's office.

If approved as recommended, it is felt that this development will serve to implement the Regional Land Use Plan, primarily preserve the primary environmental corridor and wetland areas in a natural state, will minimize congestion on Hunters Lake, and preserve the rural type atmosphere of this area of the Town of Ottawa.

Respectfully submitted,

  
Walter J. Tarmann  
Director

WJT/KM/dmm  
7/29/93  
V84890

Exhibit A

REF 1994	0663
JUL 16	
PARK & PLANNING	

July 15, 1993

Waukesha County Park and Planning Commission  
500 Riverview Dr.  
Waukesha, WI. 53187

Dear Planning Commissioners,

A joint public hearing was held on Monday, July 12, 1993, to hear the requests made by Pebble Valley Associates, to rezone a small portion of land from C-1 to A-1, to construct a 66 foot access to the proposed subdivision, and to develop a Planned Unit Development in the Town of Ottawa.

The Planning Commission unanimously approved the request to rezone a 450 foot stretch of land from C-1 to A-1, for an access to the subdivision. They also approved the Conditional Use request, with the following conditions:

1. That there be a maximum of 41 lots created.
2. That the pier be no longer than 30 feet long, with the "T" at the end, no more than 20 feet across, and subject to DNR approval.
3. A maximum of 5 paddle boats and 5 canoes be allowed at the pier.
4. Erosion and storm water plans to be studied by the Town engineer.
5. Jim Siepmann to further investigate a wetland inventory and proposed trails.
6. All roads must conform to current Town road standards.
7. Deed restrictions to be reviewed by Attorney John Macy.
8. It is acceptable to increase F.A.R. from 10% to 20%.
9. It is acceptable that the cul de sac at the south east end of the proposed subdivision exceeds 600 feet.
10. The Dousman Fire Department needs to inspect the cul de sacs in the development to make sure that they can accommodate emergency vehicles.
11. Open space area - 35,000 square feet per lot - minimum.
12. It is acceptable that the proposed lot size is less than 3 acres.

The Ottawa Town Board also approved the request for the rezoning. The Town Board then heard the Planning Commission's recommendations regarding the P.U.D., and unanimously approved the development, adding the following conditions to those listed by the Planning Commission:

13. Negotiations take place with the DNR, the developer, and the Hunters Lake Association, regarding the boat launch amenities, and possibly the removal of the Parry Rd. access to Hunters Lake.
14. A minimal storage facility be installed to house floatation devices, paddles, etc., for the pier area.

Sincerely,

*Melissa M. Klein*  
Melissa M. Klein / Clerk  
Town of Ottawa