TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN
PLANNING COMMISSION MEETING
Wednesday, July 10, 2019 at 6:00 pm
Algoma Town Hall
15 N. Oakwood Road, Oshkosh, WI 54904

AGENDA

The Commission may discuss and act on the following:

1. Call to Order.
2. Roll Call.
3. Discussion and possible action re: Minutes from May 8, 2019.
4. Discussion and possible action re: Final Plat for LakeVista Estates.
5. Discussion and possible action re: Winnebago County Zoning Department request for Text Amendment to Chapter 16.05 Holding Tanks.
6. Discussion and possible action re: Winnebago County Zoning Department request for a Text and Map Amendment to the Floodplain Zoning Code, Chapter 26.
7. Adjourn.

NOTE: It is possible that members of other governmental bodies of the municipality may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact the Town Hall Office at 920-235-3789.

Posted at Service Oil Inc., Algoma Town Hall, www.townofalgoma.org
Posted on: July 03, 2019

TOWN OF ALGOMA
WINNEBAGO COUNTY, WISCONSIN
PLANNING COMMISSION MINUTES FOR
MAY 8, 2019

The Planning Commission meeting was called to order by Chair Clark at 6:00 p.m.

The following Commission members were present: Patricia Clark, Ian McDonald, Audra Hoy, Kristin Timm, Ethan Firgens and Mark Thompson.

The following Commission member was absent: Daniel Martin.

The following were also present: Benjamin Krumenauer, Administrator

On a motion by Members Timm/McDonald, passed on a voice vote, the Commission approved the minutes of the March 13, 2019 meeting (Motion carried unanimously).

Mr. Krumenauer explained the particulars of Item 4 and provided feedback on the purpose and intent of the proposed zoning text amendments. He went on to explain that the Town of Oshkosh is requesting this alteration in order make business and commercial development more convenient.

Mr. Thompson asked if any additional statistics were available on the proposal.

Mr. Krumenauer responded that no additional information was provided.

Ms. Hoy asked if the current and proposed regulations were cumulative.

Mr. Krumenauer responded affirmatively.

Mr. Thompson asked if input is known from other communities.

Mr. Krumenauer responded that each participating Town was reached out too but it is not known what they stated.

Ms. Clark asked if the Town of Oshkosh had a boundary agreement.

Mr. Krumenauer responded negatively.

A motion was made by Mr. Thompson and seconded by Mr. McDonald to recommend denial of the proposed text amendment. Motion carried 6-0.

On a motion by Members Thompson/Timm, passed on a voice vote, the Commission adjourned at 6:30 p.m.

Respectfully submitted,
Benjamin Krumenauer, Town Administrator

Copied: Town Clerk

Reff Baivier Lim Muza
Sundet & Dunham, S.C.

217 Ceape Avenue
P.O. Box 1190
Oshkosh WI 54903-1190
920-231-8380

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MEMORANDUM

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DATE: June 3, 2019

TO: Town of Algoma Planning Commission Board and Staff

FROM: Attorney Emily Z. Dunham

RE: Lakevista Estates Final Plat Approval Criteria

I thought it would be helpful if I outlined the criteria under which you will review the final plat for the Lakevista Estates Subdivision and related documents.

As you are aware, the preliminary plat was approved with conditions. If the final plat complies with the conditions placed on the preliminary plat and the application materials comply with Town Ordinance Section 225-44(B), then the developer has met the requirements and the final plat should be approved, per Wisconsin Statute § 236.11(1)(b) Submission of Plats for Approval (1)(b): If the final plat conforms substantially to the preliminary plat as approved, including any conditions of that approval, and to local plans and ordinances adopted as authorized by law, it is *entitled* to approval." Therefore, you cannot revisit issues that were resolved or decided during the preliminary plat process.

Also, according to case law "local units of government may not reject a proposed plat unless the plat conflicts with an existing statutory requirement or an existing written ordinance, master plan, official map or rule." See *State ex Rel. Columbia Corporation v. Town of Pacific*, 92 Wis. 2d 767 (Ct. App. 1979)

Additionally, if a decision is not made within 60 days of final application, the plat will be deemed approved. Wis. Stat. § 236.11(2)(a). As of this memo, in my opinion, the complete submission of final plat and accompanying documents has not been made. However, an application with the final plat map was submitted on April 2, 2019 and, as a precaution, the Town has received agreement from the developer to extend the approval deadline to 90 days based on that submission.

ITEM 4: DISCUSSION RE: FINAL PLAT APPROVAL, LAKEVISTA ESTATES DEVELOPMENT

GENERAL INFORMATION

Applicant: Lakeview Estates, LLC
520 W Huron Street, Omro, WI 54963

Owner: AF Group, LLC
1445 Candlelight Court, Oshkosh, WI 54904

Action(s) Requested

Action 1: Applicant is requesting Final Plat Approval for a new single-family and two-family residential subdivision.

Applicable Provisions

Town of Algoma Municipal Code
Chapter 23: Town/County Zoning of the Winnebago County General Code
Section 18.16(1) of the Winnebago County Subdivision Ordinance

Final Plat Approval Process

Final Plat Approval is the process of critically reviewing the final request from all levels of form and function. In this case, the applicant is requesting final approval of the proposed Lakevista Estates Plat. Additional approval requests include stormwater management, Developer Agreements, and neighborhood covenants. The Planning Commission will make a recommendation to the Town Board whether or not to approve the development and if so, with what conditions. The Final Plat must then be approved by the Town Board and the County with all previously required conditions being met.

Property Location and Type

The subject properties total 44.40 acres in area and are currently used as agricultural. The properties are consistent with current land-use and zoning designations and are located directly east of Leonard Point Road and north of Addie Parkway. The Town of Algoma Comprehensive Plan recommends low-density residential.

Subject Site

Existing Land Use	*Zoning*
Vacant (agricultural use)	A-2 General Agricultural Zoning District

Adjacent Land Use and Zoning

Existing Land Uses		*Zoning*
North	Residential	R-1 Rural Residential Zoning District
	Residential	R-2 Suburban Residential Zoning District
East	Residential	R-2 Suburban Residential Zoning District
South	Residential	R-2 Suburban Residential Zoning District
	Recreational	A-2 General Agricultural Zoning District
	Business	A-2 General Agricultural Zoning District (CUP)
West	Residential	R-1 Rural Residential Zoning District
	Mining	A-2 General Agricultural Zoning District

Comprehensive Plan

Land Use Recommendation	*Use Category*
Current Land Use	Agricultural/Vacant/Undeveloped Lands
Future Land Use	Low Density Residential

Background Information

The subject properties (44.40 acres) are in full compliance with existing Town of Algoma land use and Winnebago County Zoning Code. The applicant is requesting Final Plat Approval that will subdivide the property into single-family and two-family dwelling lots. There is no multi-family residential development being proposed.

Relevant Past Meetings

October 11, 2017: Certified Survey Map Approval: Town of Algoma Planning Commission (5-1) and Town Board (5-0) approved a four-lot certified survey map that separated the existing farm house and structures from the farm fields. The approved CSM included two single-family residential lots adjacent to Leonard Point Road and two larger agricultural lots that have access off of Addie Parkway and a yet to be determined roadway. The meeting was cited.

May 9, 2018: Planning Commission Workshop: A Planning Commission workshop was held to discuss a potential residential subdivision expansion in the Town of Algoma. A question was asked regarding the Town of Algoma's appetite for increased residential development that could include single-family, two-family and multi-family residential developments. The workshop provided opportunities for the Planning Commission to ask clarification questions and discuss the ideas in a non-binding manner. Though not required, the developer encouraged community discussion so any ideas or concerns could be stated on the record. The meeting was cited and no action was taken.

***October 10, 2018: Planning Commission*:** Planning Commission recommended (approved 4-0) approval of the proposed plat with conditions. Conditions are stated at the end of this report. The meeting was cited.

December 19, 2018: Town Board: Town Board, upon request of Petitioner, approved (approved 5-0) an extension to the development timeline in order for the petitioner to revise the proposed plat. The Town

Planning Commission will need to revisit the plat if substantial changes are made. At the same meeting the Town Board recommended to Winnebago County a zoning map amendment within the plat's zone of influence. The recommendation to allow R-2 Single-family Low Density and R-3 Two-family Low Density was approved 5-0. The meeting was cited.

January 9, 2019: Planning Commission: Commission recommended approval of the proposed preliminary plat with the requested modifications and conditions included. Motion was carried 5-0 (roll call).

January 16, 2019: Town Board: Town Board affirmed the recommendations from Planning Commission and approved the preliminary plat 5-0 (roll call).

PRE-PLAT CONDITIONS REVIEW:

A. ***Completion of site plan review committee*** (Satisfied)
Ayres Associates on behalf of the Town of Algoma formally reviewed the proposed subdivision from Town perspective. A thorough review included documented feedback and confirmation of recommended approval. Any appropriate recommendations were adhered too and no additional objections were made. Formal review documentation is attached.

B. ***An approved developer agreement shall be provided upon final plat submission*** (Satisfied)
Included within your packet is a final Developer Agreement between the Town of Algoma and the developers. Included within the DA are sections pertaining to construction, insurance, bonding, post construction maintenance and any applicable agreements and covenants. The agreement is attached and will be signed pending final plat approval.

C. ***A formal approval from private or public utility companies shall need to be submitted prior to final plat*** (Satisfied)
Algoma Sanitary District and other required private utility providers have provided the required notification of available utilities and reviews. At present, ASD is still in the final design process for sewer and water main extensions. This process does not impede the formal review and decision making for the final plat. Approval documentation has been attached.

D. ***A stormwater facility maintenance agreement shall need to be completed between the Town of Algoma and the Lakeview Estates LLC so as to ensure the basins are properly maintained*** (Satisfied)
A formal stormwater facility maintenance agreement is included within the attached Developer Agreement. As standard practice long term maintenance of the basin is the responsibility of the developer and corresponding neighborhood associations. The Town and/or Winnebago County reserve the right to maintain these basins and charge the appropriate parties if upkeep is not held to the required agreements.

E. ***Considering the ongoing nuisance water issues in the Town of Algoma, the inclusion of larger storm sewer should be considered to help keep yards and r.o.w. clear*** (Satisfied)
To satisfy this request, the Lakvista Estates development has increased the overall capacity of the proposed stormwater management system. Additional considerations were made for intake pipe locations and upgraded storm basin designs. Additional main development and swales were introduced to help ensure efficient movement of storm and nuisance water. A digital copy of the stormwater management document was distributed to you for your review.

F. ***A condition of final plat approval will be to address the dedication of public space or the "payment in lieu of" requirement*** (Satisfied)
Formal review of this requirement found that no additional payment is required per municipal code. The payment in lieu of process only applies to proposed developments that are developed in place of recognized recreational areas within future land use maps. This development does not impede on future recreational space. A per unit impact fee of $825 will be collected per unit at the time of building permit.

G. ***An approved street light shall be required at the intersection of Veanna Boulevard and Leonard Point Road*** (Satisfied)
A decorative street light has been proposed at the intersection of Leonard Point Road and the proposed Veanna Boulevard. The Developers have requested that the light be installed within the proposed Boulevard. This request satisfies the Town's requirement of one street light to be installed at the intersection.

H. ***The inclusion of a subdivision identification sign is allowed but will have to be approved if proposed***
Formal sign review is in conjunction with construction of the development. This process is implemented through Winnebago County Planning and Zoning. Additional review will be placed on this committee prior to installation approval.

I. ***If design standards such as covenants are proposed, it is a requirement that they be included within the Developer Agreement and must be provided prior to final plat approval*** (Satisfied)
The Developer is requesting that three individual neighborhood Associations be formed within the development. Each association pertains to a different area of the development (abbreviated as Single-Family Estates, North Estates and Twindominium Estates. Each association has architectural, landscaping, storm management and management sections that fully comply with any overarching Town of Algoma regulations.

Attached are final DRAFT versions of the covenants. Additionally, as required, a signed version of each association's regulations will be included within Exhibit J of the Developer Agreement.

J. ***All Town of Algoma, Winnebago County, other reviewing organizations and state guidelines and regulations be followed*** (Satisfied)
A formal review has been completed by all parties and all regulations have been followed.

Additional Conditions Recommended

K. ***Sump pump management be provided to lots 23-54*** (Satisfied)
The development of storm main and adjacent easement and swales satisfy this requirement. All mains within private property are managed within the proposed neighborhood association covenants.

L. ***Dedicated access to outlots for maintenance that includes recorded easements*** (Satisfied)
This requirement has been satisfied. The attached subdivision plat maps highlight the required access easements. Moreover, all easements are recognized within the final developer agreement and neighborhood covenants.

M. ***Align proposed trail networks adjacent to roadways*** (Satisfied)
The proposed trail has been shifted to the immediate west of the proposed subdivision. This enhancement aligns the two trail segments and provides a clean access for community members into Jones Park. A formal easement is being drafted for this accommodation.

N. ***Designated Stormwater facilities and easements have a maintenance agreement requirement a long-term maintenance by the neighborhood association and or developer*** (Satisfied)
All required maintenance agreements are included within the final developer agreement and neighborhood covenants. All utilizes have quality of work warranties and a mutually agreed upon process for maintenance. All utilities within private properties have access easements. Lastly, any storm main within the proposed right-of-way will be under Town jurisdiction once quality of work and installation has been verified.

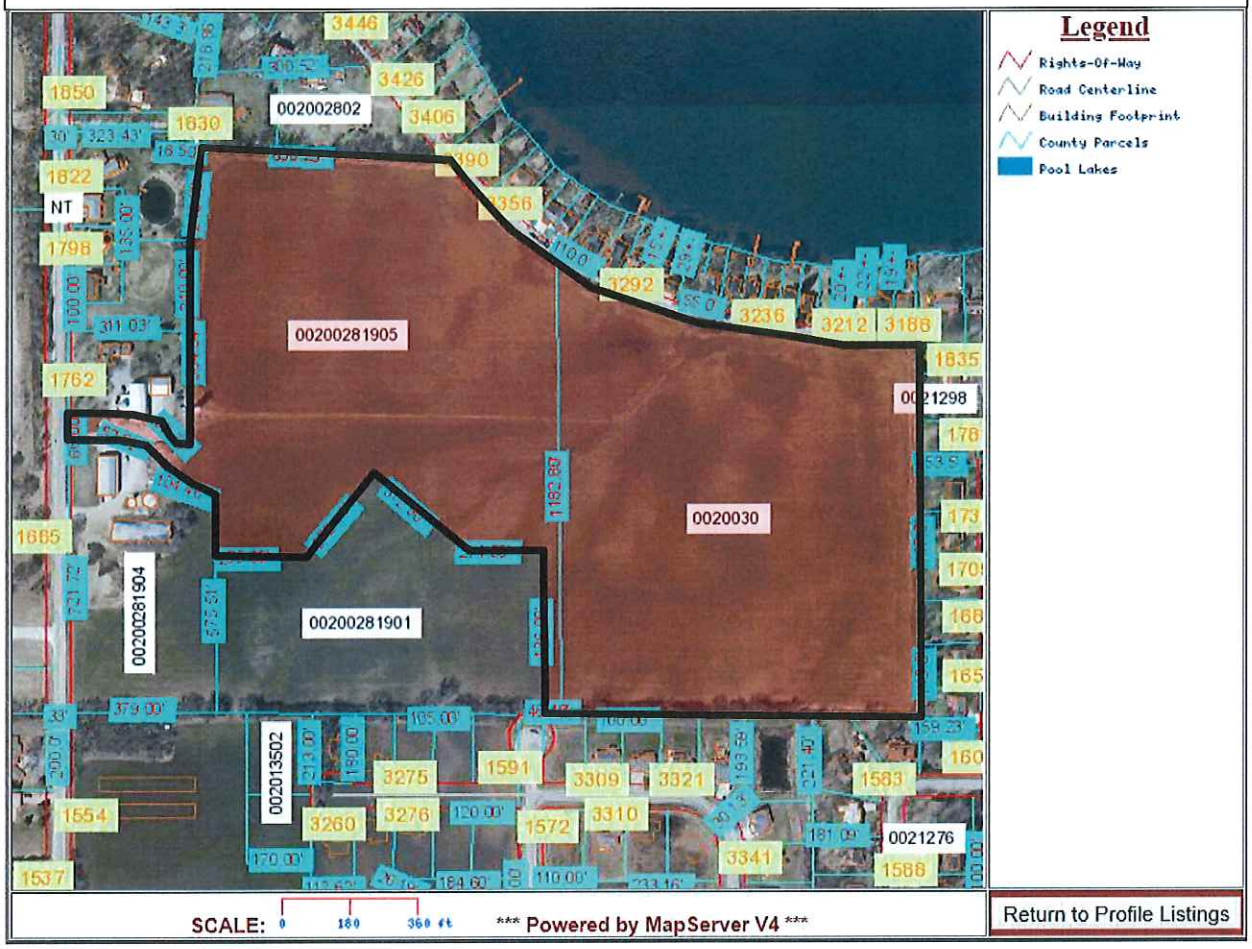
RECOMMENDATION(S):

After a thorough review of the proposed final plat, recommended conditions and legal documents, Administrator recommends approval of the proposed development with the following condition(s):

A. As only a good faith financial guarantee is available prior to final plat, a final letter of credit (financial guarantee) will be provided to the Town within 60 days of approval or construction permits; whichever is less;

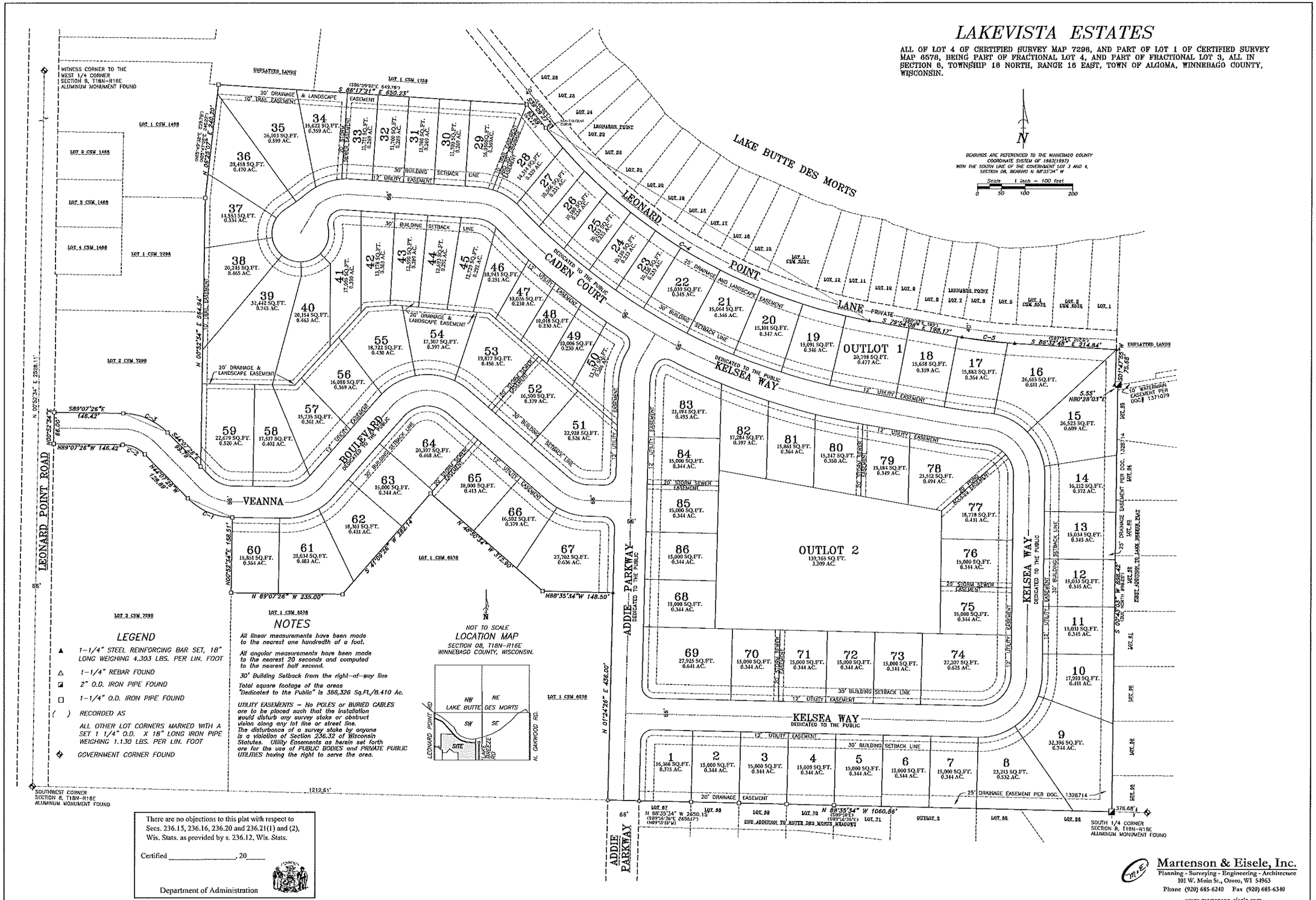
B. Final easement documentation regarding proposed trail location to be provided prior to construction of development.

Lakevista Estates Development



LAKEVISTA ESTATES

ALL OF LOT 4 OF CERTIFIED SURVEY MAP 7298, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP 6578, BEING PART OF FRACTIONAL LOT 4, AND PART OF FRACTIONAL LOT 3, ALL IN SECTION 8, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.



LEGEND

- ▲ 1-1/4" STEEL REINFORCING BAR SET, 18" LONG WEIGHING 4.303 LBS. PER LIN. FOOT
- △ 1-1/4" REBAR FOUND
- ◪ 2" O.D. IRON PIPE FOUND
- □ 1-1/4" O.D. IRON PIPE FOUND
- ( ) RECORDED AS

ALL OTHER LOT CORNERS MARKED WITH A SET 1 1/4" O.D. X 18" LONG IRON PIPE WEIGHING 1.130 LBS. PER LIN. FOOT

- ✧ GOVERNMENT CORNER FOUND

NOTES

All linear measurements have been made to the nearest one hundredth of a foot.

All angular measurements have been made to the nearest 20 seconds and computed to the nearest half second.

30' Building Setback from the right-of-way line

Total square footage of the areas "Dedicated to the Public" is 366,326 Sq.Ft./8.410 Ac.

UTILITY EASEMENTS – No POLES or BURIED CABLES are to be placed such that the installation would disturb any survey stake or obstruct vision along any lot line or street line. The disturbance of a survey stake by anyone is a violation of Section 236.32 of Wisconsin Statutes. Utility Easements as herein set forth are for the use of PUBLIC BODIES and PRIVATE PUBLIC UTILITIES having the right to serve the area.

NOT TO SCALE

LOCATION MAP

SECTION 08, T18N-R16E
WINNEBAGO COUNTY, WISCONSIN.

NW LAKE BUTTE DES MORTS NE SW SE SITE LEONARD POINT RD. LAKESHORE RD. N. OAKWOOD RD.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

Martenson & Eisele, Inc.
Planning - Surveying - Engineering - Architecture
101 W. Main St., Omro, WI 54963
Phone (920) 685-6240 Fax (920) 685-6340
www.martenson-eisele.com
email: jjuss@martenson-eisele.com

Drawing No. 0-2303-001
Sheet 1 of 4

This instrument drawn by: DARRYL S. LEHMAN

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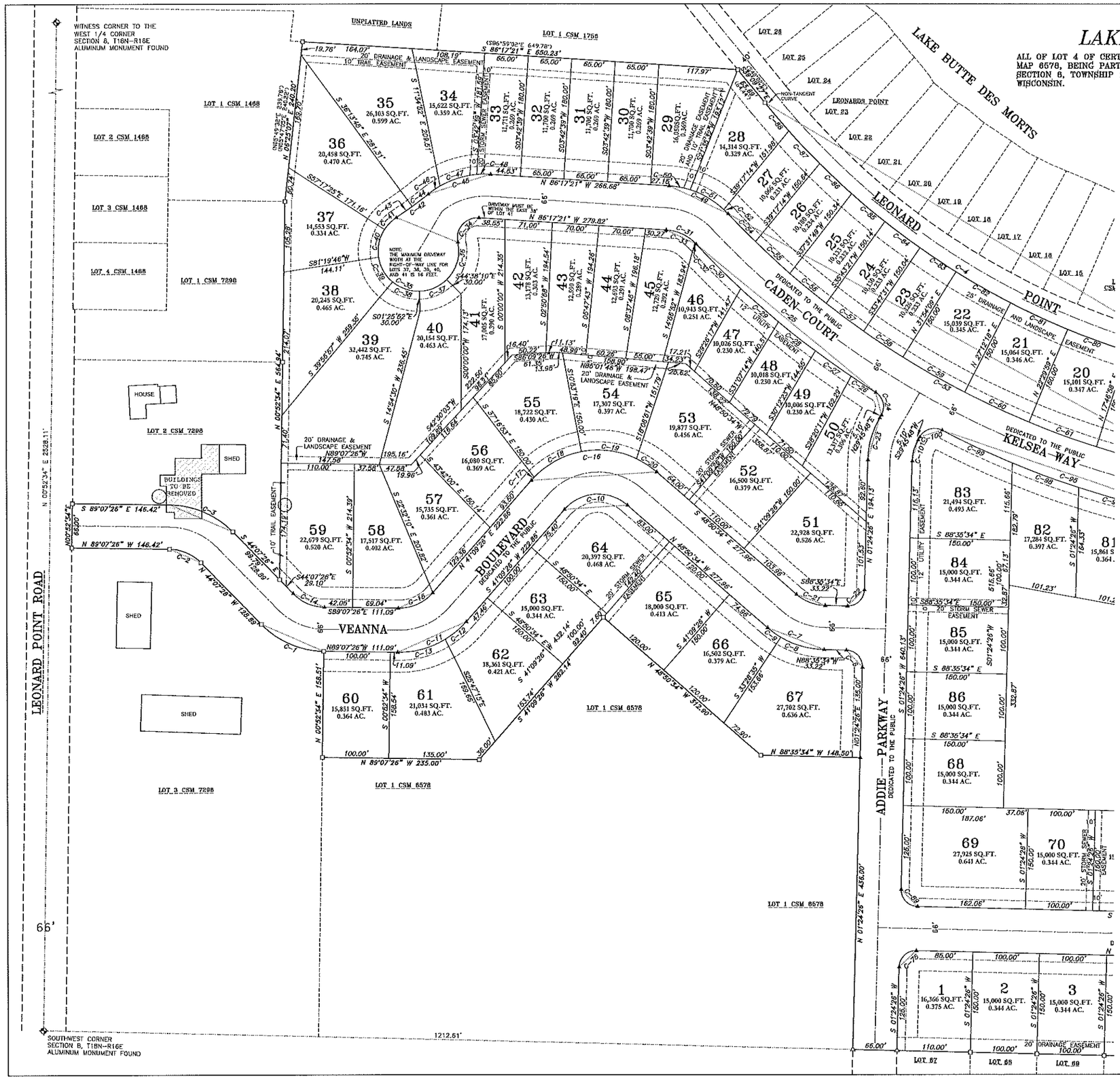
ALL OF LOT 4 OF CERTIFIED SURVEY MAP 7298, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP 6578, BEING PART OF FRACTIONAL LOT 4, AND PART OF FRACTIONAL LOT 3, ALL IN SECTION 6, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM OF 1983(1997) WITH THE SOUTH LINE OF THE GOVERNMENT LOT 3 AND 4, SECTION 06, BEARING N 88°35'34" W

Scale 1 inch = 80 feet

0 40 80 160

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Sheet 2 of 4

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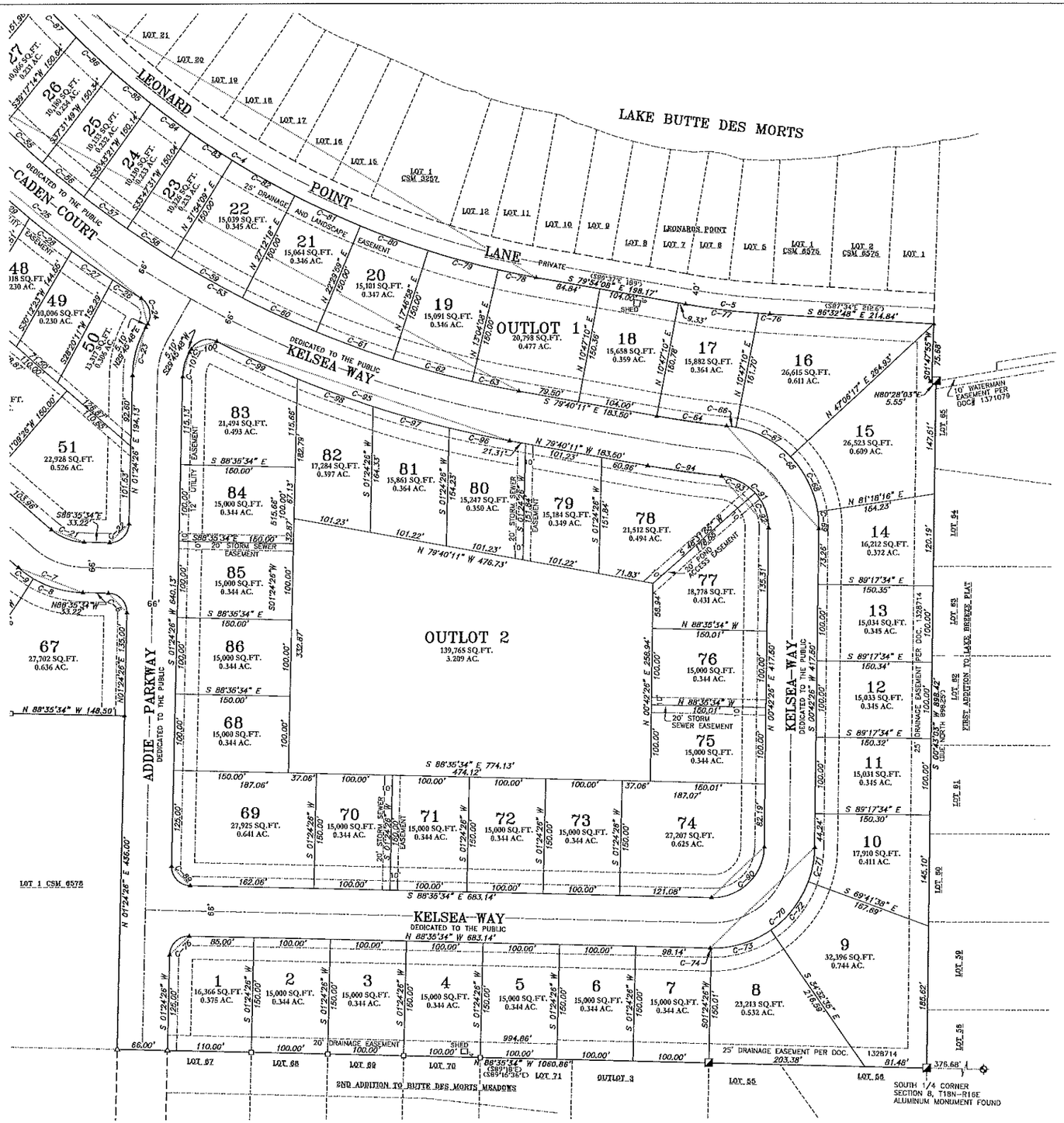

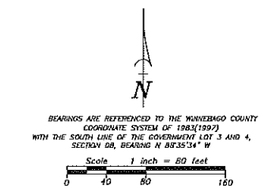

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Drawing No. 0-2303-001
Sheet 3 of 4

This instrument drawn by: DARRYL S. LEHMAN

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CURVE TABLE

Curve	Radius	Delta	Length	Chord Bearing	Chord	Tangent In	Tangent Out
1	133.00'	045°00'00"	104.46'	S 66°37'26.0" E	101.79'	S 44°07'26" E	S 89°07'26" E
2	67.00'	045°00'00"	52.62'	N 66°37'26.0" W	51.28'	N 44°07'26" W	N 89°07'26" W
3	133.00'	045°00'00"	104.46'	N 66°37'26.0" W	101.79'	N 44°07'26" W	N 89°07'26" W
4	1147.88'	040°29'49"	811.33'	S 59°12'52.5" E	794.54'	S 38°57'58" E	S 79°27'47" E
5	954.50'	006°38'40"	110.69' (117.22')	S 83°13'28.0" E	110.63'	S 79°54'08" E	S 86°32'48" E
6	25.00'	090°00'00"	39.27'	N 43°35'34.0" W	35.36'	N 01°24'26" E	N 88°35'34" W
7	133.00'	039°45'00"	92.27'	S 68°43'04.0" E	90.43'	S 48°50'34" E	S 88°35'34" E
8	133.00'	029°07'59"	67.63'	S 74°01'34.5" E	66.90'	S 59°27'35" E	S 88°35'34" E
9	133.00'	010°37'01"	24.64'	S 54°09'04.5" E	24.61'	S 48°50'34" E	S 59°27'35" E
10	67.00'	090°00'00"	105.24'	S 86°09'26.0" W	94.75'	N 48°50'34" W	S 41°09'26" W
11	133.00'	049°43'08"	115.41'	N 66°01'00.0" E	111.82'	S 89°07'26" E	N 41°09'26" E
12	133.00'	017°25'48"	40.46'	N 49°52'20.0" E	40.30'	N 58°35'14" E	N 41°09'26" E
13	133.00'	032°17'20"	74.95'	N 74°43'54.0" E	73.96'	S 89°07'26" E	N 58°35'14" E
14	67.00'	045°00'00"	52.62'	S 66°37'26.0" E	51.28'	S 44°07'26" E	S 89°07'26" E
15	67.00'	049°43'08"	58.14'	N 66°01'00.0" E	56.33'	S 89°07'26" E	N 41°09'26" E
16	133.00'	090°00'00"	208.92'	S 86°09'26.0" W	188.09'	N 48°50'34" W	S 41°09'26" W
17	133.00'	002°48'13"	6.51'	S 42°33'32.5" W	6.51'	S 43°57'39" W	S 41°09'26" W
18	133.00'	035°09'02"	81.59'	S 61°32'10.0" W	80.32'	S 79°06'41" W	S 43°57'39" W
19	133.00'	036°32'14"	84.81'	N 82°37'12.0" W	83.38'	N 64°21'05" W	S 79°06'41" W
20	133.00'	015°30'31"	36.00'	N 56°35'49.5" W	35.89'	N 48°50'34" W	N 64°21'05" W
21	67.00'	039°45'00"	46.48'	S 68°43'04.0" E	45.56'	S 48°50'34" E	S 88°35'34" E
22	25.00'	090°00'00"	39.27'	N 46°24'26.0" E	35.36'	S 86°35'34" E	N 01°24'26" E
23	133.00'	028°21'22"	65.82'	S 15°35'07.0" W	65.15'	S 29°45'48" W	S 01°24'26" W
24	25.00'	087°36'24"	38.23'	N 14°02'24.0" W	34.61'	N 29°45'48" E	N 57°50'36" W
25	1363.88'	014°40'29"	349.32'	S 50°30'21.5" E	348.37'	S 43°10'07" E	S 57°50'36" E
26	1363.88'	001°51'47"	44.35'	S 56°54'42.5" E	44.35'	S 55°58'49" E	S 57°50'36" E
27	1363.88'	002°45'06"	65.50'	S 54°36'16.0" E	65.49'	S 53°13'43" E	S 55°58'49" E
28	1363.88'	002°56'14"	69.92'	S 51°45'36.0" E	69.91'	S 50°17'29" E	S 53°13'43" E
29	1363.88'	003°08'25"	74.75'	S 48°43'16.5" E	74.74'	S 47°09'04" E	S 50°17'29" E
30	1363.88'	003°58'57"	94.80'	S 45°09'35.5" E	94.78'	S 43°10'07" E	S 47°09'04" E
31	67.00'	043°07'14"	50.42'	N 64°43'44.0" W	49.24'	N 43°10'07" W	N 86°17'21" W
32	67.00'	002°21'50"	2.76'	N 44°21'02.0" W	2.76'	N 43°10'07" W	N 45°31'57" W
33	67.00'	040°45'24"	47.66'	N 65°54'39.0" W	46.66'	N 45°31'57" W	N 86°17'21" W
34	30.00'	106°20'11"	55.68'	S 40°32'33.5" W	48.02'	N 86°17'21" W	S 12°37'32" E
35	60.00'	249°10'02"	260.93'	S 68°02'31.0" E	98.80'	S 56°32'30" W	N 12°37'32" W
36	60.00'	057°59'22"	60.73'	N 16°22'09.0" E	58.17'	N 45°21'50" E	N 12°37'32" W
37	60.00'	043°12'18"	45.24'	N 65°57'59.0" E	44.18'	N 88°34'08" E	N 45°21'50" E
38	60.00'	041°22'49"	43.33'	S 70°44'27.5" E	42.40'	S 50°03'03" E	N 88°34'08" E
39	60.00'	041°22'49"	43.33'	S 29°21'38.5" E	42.40'	S 08°40'14" E	S 50°03'03" E
40	60.00'	041°22'49"	43.33'	S 12°01'10.5" W	42.40'	S 32°42'35" W	S 08°40'14" E
41	60.00'	023°49'55"	24.96'	S 44°37'32.5" W	24.78'	S 56°32'30" W	S 32°42'35" W
42	600.00'	005°39'20"	59.22'	N 53°42'50.0" E	59.20'	N 56°32'30" E	N 50°53'10" E
43	600.00'	002°46'15"	29.02'	N 55°09'22.5" E	29.01'	N 56°32'30" E	N 53°46'15" E
44	600.00'	002°53'05"	30.21'	N 52°19'42.5" E	30.21'	N 53°46'15" E	N 50°53'10" E
45	133.00'	042°49'29"	99.41'	S 72°17'54.5" W	97.11'	N 86°17'21" W	S 50°53'10" W
46	133.00'	009°19'24"	21.64'	S 55°32'52.0" W	21.62'	S 60°12'34" W	S 50°53'10" W
47	133.00'	024°38'44"	57.21'	S 72°31'56.0" W	56.77'	S 84°51'18" W	S 60°12'34" W
48	133.00'	008°51'21"	20.56'	S 89°16'58.5" W	20.54'	N 88°17'21" W	S 84°51'18" W
49	133.00'	043°07'14"	100.10'	N 64°43'44.0" W	97.75'	N 43°10'07" W	N 86°17'21" W
50	133.00'	013°42'35"	31.82'	N 79°26'03.5" W	31.75'	N 72°34'46" W	N 86°17'21" W
51	133.00'	025°33'27"	59.33'	N 59°48'02.5" W	58.84'	N 47°01'19" W	N 72°34'46" W
52	133.00'	003°51'12"	8.94'	N 45°05'43.0" W	8.94'	N 43°10'07" W	N 47°01'19" W
53	1297.88'	036°30'04"	826.83'	S 61°25'09.0" E	812.92'	S 43°10'07" E	S 79°40'11" E
54	1297.88'	002°33'48"	58.07'	S 44°27'01.0" E	58.06'	S 43°10'07" E	S 45°43'55" E
55	1297.88'	003°05'49"	70.15'	S 47°16'49.5" E	70.14'	S 45°43'55" E	S 48°49'44" E
56	1297.88'	003°05'11"	69.91'	S 50°22'19.5" E	69.91'	S 48°49'44" E	S 51°54'55" E
57	1297.88'	003°05'34"	70.06'	S 53°27'42.0" E	70.05'	S 51°54'55" E	S 55°00'29" E
58	1297.88'	003°05'22"	69.98'	S 56°33'10.0" E	69.97'	S 55°00'29" E	S 58°05'51" E
59	1297.88'	004°41'51"	106.41'	S 60°26'46.5" E	106.38'	S 58°05'51" E	S 62°47'42" E
60	1297.88'	004°42'19"	106.59'	S 65°08'51.5" E	106.56'	S 62°47'42" E	S 67°30'01" E
61	1297.88'	004°43'01"	106.85'	S 69°51'31.5" E	106.82'	S 67°30'01" E	S 72°13'02" E
62	1297.88'	004°42'50"	106.78'	S 74°34'27.0" E	106.75'	S 72°13'02" E	S 76°55'52" E
63	1297.88'	002°44'19"	62.04'	S 78°18'01.5" E	62.03'	S 76°55'52" E	S 79°40'11" E
64	1104.50'	004°48'40"	92.74'	S 82°04'31.0" E	92.72'	S 79°40'11" E	S 84°28'51" E
65	133.00'	085°11'17"	197.75'	N 41°53'12.5" W	180.03'	N 00°42'26" E	N 84°28'51" W
66	133.00'	005°29'01"	12.73'	N 81°44'20.5" W	12.72'	N 78°59'50" W	N 84°28'51" W
67	133.00'	035°09'03"	81.60'	N 61°25'18.5" W	80.32'	N 43°50'47" W	N 78°59'50" W
68	133.00'	035°09'03"	81.60'	N 26°16'15.5" W	80.32'	N 08°41'44" W	N 43°50'47" W
69	133.00'	009°24'10"	21.83'	N 03°59'39.0" W	21.80'	N 00°42'26" E	N 08°41'44" W
70	133.00'	090°42'00"	210.54'	N 46°03'26.0" E	189.24'	S 88°35'34" E	N 00°42'26" E
71	133.00'	019°35'56"	45.49'	N 10°30'24.0" E	45.27'	N 20°18'22" E	N 00°42'26" E
72	133.00'	035°09'03"	81.60'	N 37°52'53.5" E	80.32'	N 55°27'25" E	N 20°18'22" E
73	133.00'	035°09'03"	81.60'	N 73°01'56.5" E	80.32'	S 89°23'32" E	N 55°27'25" E
74	133.00'	000°47'58"	1.86'	S 88°59'33.0" E	1.86'	S 88°35'34" E	S 89°23'32" E
75	25.00'	090°00'00"	39.27'	S 46°24'26.0" W	35.36'	N 88°35'34" W	S 01°24'26" W
76	954.50'	000°52'10"	14.48'	S 86°06'43.0" E	14.48'	S 85°40'38" E	S 86°32'48" E
77	954.50'	005°48'30"	96.21'	S 82°47'23.0" E	96.17'	S 79°54'08" E	S 85°40'38" E
78	1147.88'	002°31'55"	50.73'	S 78°11'49.5" E	50.72'	S 76°55'52" E	S 79°27'47" E
79	1147.88'	004°42'50"	94.44'	S 74°34'27.0" E	94.41'	S 72°13'02" E	S 76°55'52" E
80	1147.88'	004°43'01"	94.50'	S 69°51'31.5" E	94.47'	S 67°30'01" E	S 72°13'02" E
81	1147.88'	004°42'19"	94.27'	S 65°08'51.5" E	94.24'	S 62°47'42" E	S 67°30'01" E
82	1147.88'	004°41'51"	94.11'	S 60°26'46.5" E	94.08'	S 58°05'51" E	S 62°47'42" E
83	1147.88'	003°14'46"	65.03'	S 56°28'28.0" E	65.02'	S 54°51'05" E	S 58°05'51" E
84	1147.88'	003°14'42"	65.01'	S 53°13'44.0" E	65.00'	S 51°36'23" E	S 54°51'05" E
85	1147.88'	003°15'14"	65.19'	S 49°58'46.0" E	65.18'	S 48°21'09" E	S 51°36'23" E
86	1147.88'	003°16'24"	65.58'	S 46°42'57.0" E	65.57'	S 45°04'45" E	S 48°21'09" E
87	1147.88'	003°21'10"	67.17'	S 43°24'10.0" E	67.16'	S 41°43'35" E	S 45°04'45" E
88	1147.88'	002°45'37"	55.30'	S 40°20'46.5" E	55.29'	S 38°57'58" E	S 41°43'35" E
89	25.00'	090°00'00"	39.27'	S 43°35'34.0" E	35.36'	S 01°24'26" W	S 88°35'34" E
90	67.00'	090°42'00"	106.06'	N 46°03'26.0" E	95.33'	S 88°35'34" E	N 00°42'26" E
91	67.00'	085°11'17"	99.62'	N 41°53'12.5" W	90.69'	N 00°42'26" E	N 84°28'51" W
92	67.00'	042°35'39"	49.81'	N 20°35'23.5" W	48.67'	N 00°42'26" E	N 41°53'13" W
93	67.00'	042°35'38"	49.81'	N 63°11'02.0" W	48.67'	N 41°53'13" W	N 84°28'51" W
94	1170.50'	004°48'40"	98.29'	S 82°04'31.0" E	98.26'	S 79°40'11" E	S 84°28'51" E
95	1363.88'	017°02'23"	405.62'	S 71°08'59.5" E	404.12'	S 62°37'48" E	S 79°40'11" E
96	1363.88'	003°22'29"	80.33'	S 77°58'56.5" E	80.32'	S 76°17'42" E	S 79°40'11" E
97	1363.88'	004°20'22"	103.30'	S 74°07'31.0" E	103.27'	S 71°57'20" E	S 76°17'42" E
98	1363.88'	004°26'25"	105.70'	S 69°44'07.5" E	105.67'	S 67°30'55" E	S 71°57'20" E
99	1363.88'	004°53'07"	116.29'	S 65°04'21.5" E	116.25'	S 62°37'48" E	S 67°30'55" E
100	25.00'	087°36'24"	38.23'	S 73°34'00.0" W	34.61'	N 62°37'48" W	S 29°45'48" W
101	67.00'	028°21'22"	33.16'	S 15°35'07.0" W	32.82'	S 29°45'48" W	S 01°24'26" W

This Subdivision of "LAKEVISTA ESTATES" is contained wholly within the property described in the following recorded instruments:

Owner(s) of record	Document(s)	Parcel Number(s)
LAKEVIEW ESTATES LLC	17____	00200281905 0020030
Town of Algoma	1606836	00200281901 (part)

SURVEYOR'S CERTIFICATE:

I, JAMES E. SMITH, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED, LAKEVISTA ESTATES, ALL OF LOT 4 OF CERTIFIED SURVEY MAP 7298, AND PART OF LOT 1 OF CERTIFIED SURVEY MAP 6578, BEING PART OF FRACTIONAL LOT 4, AND PART OF FRACTIONAL LOT 3, ALL IN SECTION 8, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE NORTH 88 DEGREES 35 MINUTES 34 SECONDS WEST 376.68 FEET, ALONG THE SOUTH LINE OF SAID FRACTIONAL LOT 3, TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 35 MINUTES 34 SECONDS WEST 1060.86 FEET, ALONG THE SAID SOUTH LINE OF FRACTIONAL LOTS 3 AND 4; THENCE NORTH 01 DEGREE 24 MINUTES 26 SECONDS EAST 436.00 FEET; THENCE NORTH 88 DEGREES 35 MINUTES 34 SECONDS WEST 148.50 FEET, ALONG THE SOUTH LINE OF LOT 4 OF CERTIFIED SURVEY MAP 7298; THENCE NORTH 48 DEGREES 50 MINUTES 34 SECONDS WEST 312.90 FEET, ALONG THE SAID SOUTH LINE OF LOT 4; THENCE SOUTH 41 DEGREES 09 MINUTES 26 SECONDS WEST 282.14 FEET, ALONG THE SAID SOUTH LINE OF LOT 4; THENCE NORTH 89 DEGREES 07 MINUTES 26 SECONDS WEST 235.00 FEET, ALONG THE SAID SOUTH LINE OF LOT 4; THENCE NORTH 00 DEGREES 52 MINUTES 34 SECONDS EAST 158.51 FEET, ALONG THE EAST LINE OF LOT 3 OF CERTIFIED SURVEY MAP 7298; THENCE 104.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 133.00 FEET, AND WHOSE CHORD BEARS NORTH 66 DEGREES 37 MINUTES 26 SECONDS WEST 101.79 FEET, ALONG THE SAID SOUTH LINE OF LOT 4; THENCE NORTH 44 DEGREES 07 MINUTES 26 SECONDS WEST 128.89 FEET, ALONG THE SAID SOUTH LINE OF LOT 4; THENCE 52.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 67.00 FEET, AND WHOSE CHORD BEARS NORTH 66 DEGREES 37 MINUTES 26 SECONDS WEST 51.28 FEET, ALONG THE SAID SOUTH LINE OF LOT 4; THENCE NORTH 89 DEGREES 07 MINUTES 26 SECONDS WEST 146.42 FEET, ALONG THE SAID SOUTH LINE OF LOT 4; THENCE NORTH 00 DEGREES 52 MINUTES 34 SECONDS EAST 66.00 FEET, ALONG THE EAST RIGHT-OF-WAY LINE OF LEONARD POINT ROAD; THENCE SOUTH 89 DEGREES 07 MINUTES 26 SECONDS EAST 146.42 FEET, ALONG THE NORTH LINE OF SAID LOT 4; THENCE 104.46 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 133.00 FEET, AND WHOSE CHORD BEARS SOUTH 66 DEGREES 37 MINUTES 26 SECONDS EAST 101.79 FEET, ALONG THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 44 DEGREES 07 MINUTES 26 SECONDS EAST 99.79 FEET, ALONG THE NORTH LINE OF SAID LOT 4; THENCE NORTH 00 DEGREES 52 MINUTES 34 SECONDS EAST 564.94 FEET, ALONG THE WEST LINE OF SAID LOT 4; THENCE NORTH 06 DEGREES 25 MINUTES 07 SECONDS EAST 240.20 FEET, ALONG THE WEST LINE OF SAID LOT 4; THENCE SOUTH 86 DEGREES 17 MINUTES 21 SECONDS EAST 650.23 FEET, ALONG THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 39 DEGREES 09 MINUTES 27 SECONDS EAST 63.69 FEET, ALONG THE SOUTH RIGHT-OF-WAY LINE OF LEONARD POINT LANE; THENCE 811.33 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1147.88 FEET, AND WHOSE CHORD BEARS SOUTH 59 DEGREES 12 MINUTES 52.5 SECONDS EAST 794.54 FEET, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 79 DEGREES 54 MINUTES 08 SECONDS EAST 198.17 FEET, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE; THENCE 110.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 954.50 FEET, AND WHOSE CHORD BEARS SOUTH 83 DEGREES 13 MINUTES 28 SECONDS EAST 110.63 FEET, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 86 DEGREES 32 MINUTES 48 SECONDS EAST 214.84 FEET, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE; THENCE SOUTH 01 DEGREE 47 MINUTES 55 SECONDS WEST 75.68 FEET; THENCE NORTH 80 DEGREES 28 MINUTES 03 SECONDS EAST 5.55 FEET, ALONG THE EXTENSION OF THE NORTH LINE OF LOT 65 FIRST ADDITION TO LAKE BREEZE PLAT; THENCE SOUTH 00 DEGREES 43 MINUTES 03 SECONDS WEST 898.42 FEET, ALONG THE WEST LINE OF THE FIRST ADDITION TO LAKE BREEZE PLAT, TO THE POINT OF BEGINNING.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE MADE SUCH LAND DIVISION AND PLAT BY THE DIRECTION OF OWNER, SHOWN BELOW.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AND THE SUBDIVISION REGULATIONS OF THE TOWN OF ALGOMA AND WINNEBAGO COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

GIVEN UNDER MY HAND THIS _____DAY OF _____.

_____
JAMES E. SMITH, PROFESSIONAL WI REGISTERED LAND SURVEYOR S-1803

UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY LAKEVIEW ESTATES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, GRANTORS, TO

WISCONSIN PUBLIC SERVICE, A WISCONSIN CORPORATION
WISCONSIN BELL INC. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION
PAETEC USA TELECOM SERVICES

GRANTEES,

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

_____
LAKEVIEW ESTATES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY DATE

WINNEBAGO COUNTY

1. MAINTENANCE OF ALL DRAINAGE WAYS AND ASSOCIATED STRUCTURES WITHIN THE SUBDIVISION ARE THE SOLE RESPONSIBILITY OF THE PROPERTY OWNERS OF THE SUBDIVISION, UNLESS OTHERWISE NOTED ON THE DRAINAGE PLAN WHICH HAS BEEN PREPARED FOR THIS SUBDIVISION AND WHICH HAS BEEN APPROVED BY AND IS ON FILE WITH THE WINNEBAGO COUNTY PLANNING AND ZONING DEPARTMENT, OR AS REQUIRED BY THE TOWN OF ALGOMA.
2. UPON FAILURE OF THE PROPERTY OWNER'S TO PERFORM MAINTENANCE OF THE DRAINAGE WAYS AND ASSOCIATED STRUCTURES, THE COUNTY AND/OR TOWNSHIP RETAINS THE RIGHT TO PERFORM MAINTENANCE AND/OR REPAIRS. THE PAYMENT OF SAID MAINTENANCE AND/OR REPAIRS SHALL BE EQUALLY ASSESSED AMONG THE PROPERTY OWNER(S) OF THIS SUBDIVISION.
3. PURSUANT TO SECTION 17.2 (6) (b) OF THE WINNEBAGO COUNTY TOWN/COUNTY ZONING ORDINANCE, UPON FINAL GRADING, THE DEVELOPER AND/OR OWNER SHALL COMPLY WITH THE SURFACE WATER DRAINAGE PLAN AS APPROVED BY THE WINNEBAGO COUNTY PLANNING AND ZONING COMMITTEE.
4. DISCHARGING SUMP PUMP WATER TO THE REAR OF THESE LOTS ONTO ADJACENT PROPERTY SHALL NOT BE ALLOWED. DURING PERIODS OF ABNORMAL OR IRREGULAR CONDITIONS SUCH AS A DRAMATIC INCREASE IN WATER TABLE ELEVATION, WHICH RESULTS IN CONTINUOUS OR NEAR CONTINUOUS SUMP PUMP DISCHARGE, THE OWNERS OF THESE LOTS SHALL DIRECT SUMP PUMP DISCHARGE INTO THE ROAD DITCH AT THE FRONT OF THE LOT.

WINNEBAGO COUNTY PLANNING AND ZONING COMMITTEE

I HEREBY CERTIFY THAT THE PLAT OF LAKEVISTA ESTATES IN THE TOWN OF ALGOMA WAS APPROVED AND ACCEPTED BY THE WINNEBAGO COUNTY PLANNING AND ZONING COMMITEE ON THIS _____ DAY OF _____, 2019.

_____
CHAIRPERSON

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION.

WINNEBAGO COUNTY
TOWN OF ALGOMA
DEPARTMENT OF ADMINISTRATION

_____
LAKEVIEW ESTATES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY DATE

State of Wisconsin)
)SS
Winnebago County)

Personally came before me on the _____day of _____, 2019, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____ My Commission Expires_____

MORTGAGEE CERTIFICATE

_____, MORTGAGEE OF LAKEVISTA ESTATES, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING, AND DEDICATION OF THE LAND DESCRIBED ON THIS PLAT, AND _____ DOES HEREBY CONSENT TO THE OWNER'S CERTIFICATE ON THIS PLAT.

WITNESS THE HAND AND SEAL OF _____ OF _____
PRINT NAME AND TITLE

DATED THIS _____ DAY OF _____ 2019.

State of Wisconsin)
)SS
Winnebago County)

Personally came before me on the _____day of _____, 2019, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____ My Commission Expires_____

OWNER'S CERTIFICATE OF DEDICATION

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE CAUSED THE LAND ABOVE DESCRIBED TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED ALL AS SHOWN AND REPRESENTED ON THIS PLAT.

I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION.

WINNEBAGO COUNTY
TOWN OF ALGOMA
DEPARTMENT OF ADMINISTRATION

_____
TOWN OF ALGOMA DATE

_____
PRINT NAME AND TITLE

State of Wisconsin)
)SS
Winnebago County)

Personally came before me on the _____day of _____, 2019, the above owners to me known to be the persons who executed the foregoing instrument and acknowledge the same.

_____ My Commission Expires_____

TOWN BOARD RESOLUTION

RESOLVED, THAT THE PLAT OF LAKEVISTA ESTATES, IN THE TOWN OF ALGOMA, IS HEREBY APPROVED BY THE TOWN BOARD.

_____
TOWN CHAIRMAN DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF ALGOMA.

_____
TOWN CLERK DATE

TOWN TREASURER'S CERTIFICATE

I, _____, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE TOWN OF ALGOMA, DO HEREBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE ARE NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____ ON ANY OF THE LAND INCLUDED IN THE PLAT OF LAKEVISTA ESTATES.

_____
TOWN TREASURER DATE

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
) SS
WINNEBAGO COUNTY)

I, _____, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF WINNEBAGO, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED SALES TAX AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF _____ AFFECTING THE LANDS INCLUDED IN THE PLAT OF LAKEVISTA ESTATES.

_____
COUNTY TREASURER DATE

Martenson & Eisele, Inc.
Planning - Surveying - Engineering - Architecture
101 W. Main St., Omro, WI 54963
Phone (920) 685-6240 Fax (920) 685-6340
www.martenson-eisele.com
email: jims@martenson-eisele.com

Drawing No. 0-2303-001
Sheet 4 of 4

This instrument drawn by: DARRYL S. LEHMAN

AYRES ASSOCIATES

May 28, 2019

Benjamin Krumenauer
Town of Algoma
15 N. Oakwood Rd.
Oshkosh, WI 54904

Re: Lakevista Estates Subdivision

Dear Mr. Krumenauer:

The Plat, Storm Sewer and Storm Water Management Plans have been reviewed and appear to meet the requirements of the Town of Algoma and Winnebago County. All conditions placed upon the development in January by the Plan Commission have been addressed by the Plat drafted by Martenson and Eisele, Inc. and the Development plan set dated 5/ 17/ 2019.

As part of the review, plans were checked for conflicts with the Algoma Sewer District's Sanitary sewer and watermain plan. The latest draft of the sewer and water plans indicates the need to modify them to provide connections to the laterals installed as part of the Jones Park improvements. When the sewer and watermain plans are reviewed and finalized, we recommend the approval of the Lakevista Estates Plat and the creation of 86 lots in the Town of Algoma.

Sincerely,

Ayres Associates Inc

Anthony Depies; PE
Project Engineer
920 498-1200
Direct: 920 327-7813

depiesa@AyresAssociates.com

Enclosure Staff Report

Hire Smart®

3376 Packerland Drive • Ashwaubenon, WI 54115
920.498.1200 • www.AyresAssociates.com

STAFF REPORT
TO THE
TOWN OF ALGOMA
LAKEVISTA ESTATES
SUBDIVISION REVIEW

ACTION:	Subdivision review
PLAN COMMISSION DATE:	April 26, 2019
REQUESTED ACTION:	Plat and Storm Water management Plan Review
APPLICANT:	Eric Hoffman; Lakevista Estates Randy Schmiedel; Lakevista Estates Martenson & Eisele: Surveyor and Engineer
PROPERTY OWNER:	Lakevista Estates
DESCRIPTION:	Final Plat Lakevista Estates, being part of Lots 3 & 4 of CSM 7298, Section 8 T18N, R16E in the Town of Algoma

BACKGROUND/HISTORY:

- Lakevista Estates Preliminary Plat was reviewed by the Town of Algoma Plan Commission in January of 2019 and received a conditional approval. Ayres Associates is assisting the Town with its review of the final Plat and the design of the streets and storm water management.

- The plat creates 86 lots and the potential for 103 dwelling units consisting of 69 single family detached housing units and 34 two family units (twin-dominiums). All street Right of way is to be dedicated to the Town of Algoma. Storm water will be conveyed in storm sewers and drainage ditches to management ponds on two outlots before leaving the development. The maintenance of the storm water management will be the responsibility of the Lakevista Estates home-owners association and enforced by the Winnebago County Stormwater Department.

- The proposed zoning is R-2 and R-3. The Town Board Approved Lots 23 through 50 on Caden Court having some approved exceptions to the size and width requirements as well as driveway restrictions because the lots are all serviced by storm sewers and the street having curb and gutter instead of ditches. Lots 51 to 67 are to have R-3 Zoning allowing two-family units. The remaining 41 lots are single family lots that meet the R-2 requirements.

- Jones Park satisfies regional park needs for the Lakevista Estates Subdivision and therefore no additional park land is being sought by the Town of Algoma.

FINAL PLAT REVIEW

- The Final Plat is substantially the same as the Preliminary Plat and therefore should be approved.
- Caden Ct is substandard as a typical development because the lots are less than 15,000 sq. ft. and some lots have less than 100' of width at the building setback line. The length of the Cul de sac is greater than 600' but does not exceed the absolute maximum of 1000'. There are 29 lots on the Cul de sac which were approved because sump pumps are to be discharged to the stormwater system. The plat does limit the width of driveways on the Cul de sac bulb to 15' at the ROW line. This street received special approval from the Town in January of 2019.
- The development also has 2 oversized lots that exceed 30,000 sq. ft. (lots 9 and 39) but neither has enough frontage to be further sub-divided and therefore the requirement to limit the building area for a subsequent land division is not needed.

STREET REVIEW

- Two access locations are provided to the development: Veanna Boulevard to Leonard Point Road and the extension of Addie Parkway.
- Street names are acceptable, but Kelsea Way will be difficult to address as its numbers will be looped from Addie Parkway for up to 36 lots. It also switches to Caden Ct at Addie Parkway which is an unnatural transition.
- Intersections all have good approach slopes and acceptable intersection angles.
- The slope of Veanna Boulevard flattens in the curve at lot 64 which could cause some temporary ponding of stormwater in the ditch on both sides of the street, but it will drain away when the upstream flow lessens.
- All street grades are less than or equal to 3% and therefore are acceptable but have some flat areas of 0.5% that will result in some standing water in the ditches. The Town Plan Commission has required the discharge of the sump pumps to a storm water conveyance system and not onto Caden Court. A similar requirement was included for lots on Veanna Boulevard, but no storm sewer or sump pump laterals have been shown on the plans.
- No pedestrian access has been provided to the park from Veanna Boulevard, but one is planned for adjacent to lot 60. This easement should be reserved by a recorded easement or dedicated by a separate document.
- A streetlight shall be installed at the intersection of Veanna Boulevard and Leonard Point Rd.
- Rural and Urban typical cross sections are to be constructed with 6" of 3/4" CABC over 6" of 2.5" Breaker Run placed upon a Geotextile Fabric.

STORM WATER REPORT

- The storm water report indicates 84.23% TSS and 59.97% Total Phosphorus removal complying with the Winnebago County requirements, costs for maintenance of the storm water management system for the ponds and drainage swales falls to the Homeowner's Association.

STAFF RECOMMENDATION:

Based on the findings above, staff recommends approval with the condition that:

- Final Utility plans be scrutinized for conflicts with the proposed storm sewer system and must provide service to Jones Park with connection to sanitary sewer and water laterals installed by the Town in 2018.

- Final Design of the sanitary sewer and water supply system has not been finalized but drafts accommodated the storm sewer system and the only addition needs to be **the services that must be provided to Jones Park.**

DEVELOPER AGREEMENT

CONTRACT FOR ROAD AND PUBLIC IMPROVEMENTS: LAKEVISTA SUBDIVISION

This agreement, made this 5th day of July, 2019 by and between:

Name: *Lakeview Estates, LLC*

Address: *230 Ohio Street, Suite 200*
Oshkosh, WI 54902

Contact Person: *Randall Schmiedel*

Telephone: *(920) 230-3802*

hereafter referred to as the "Developer" and the Town of Algoma, Winnebago County, Wisconsin, hereafter referred to as the "Town", whose offices are located at 15 N. Oakwood Road, Oshkosh, WI 54904.

RECITALS

WHEREAS, the Developer has received the necessary "Town of Algoma Subdivision Approval", {Exhibit A}, for Lakevista Estates Subdivision located wholly within the Town of Algoma, Winnebago County, Wisconsin (the "Development").

WHEREAS, a copy of said approved "Final Plat", {Exhibit C}, and all other required approvals is made part hereof and incorporated by reference.

WHEREAS, in the case of the Development, certain road and utility improvements as set forth on all the documents included or referenced herein, including, without limitation, on the Final Plat, the Site Plan and the conditions included thereon are deemed necessary by the Town to serve the Development and shall be dedicated to the public for the benefit of the lands subject to this Agreement.

WHEREAS, Wis. Stats. § 236.13(2)(am) and Town of Algoma Ord. §225-4 B(3) provide that as a condition of approval of the Final Plat, the Town Board may require that the Developer make and install any public improvements reasonably necessary for the Development.

WHEREAS, Wis. Stats. § 236.13(1)(b) and Town of Algoma Ord. §225-4 B(3) provide that as a condition of approval, the Town Board may require that the Developer enter into a development agreement to assure compliance with the Final Plat and conditions.

NOW, THEREFORE, in consideration of said approval, the Developer agrees to the following:

ARTICLE I TRAIL, ROAD AND UTILITY CONSTRUCTION

Developer shall install, at the Developer's own expense, according to this Agreement, the Exhibits attached hereto and all of the plans, specifications and conditions as approved by the Town (the "Development Documents"), in accordance with the provisions of the "Town of Algoma – Municipal Code Chapter 225: Land Use" {Exhibit F} and made a part hereof and incorporated by reference, the following (the "Work"):

TRAIL

Developer shall grant the easement in the form attached hereto as "Trail Easement" {Exhibit I} for a non-motorized trail over the east 20 feet of Lot 3 of CSM 7295 to provide access to Jones Park. Said trail will be built and maintained by the Town of Algoma in accordance with a timeline decided by the Town of Algoma.

UTILITIES

The Developer shall install all required utilities as shown on and described in the Development Documents ("the Utilities") and as specified by the Town by ordinance as follows:

1) *Storm Sewer—The Developer shall provide an easement to the Town for the maintenance of any storm sewer installed on private property in the event that the Town must provide necessary maintenance to the storm sewer. The Developer shall dedicate or transfer to the Town all storm sewer installed under or within the public right away located within the Development. Upon such transfer, the Town shall be responsible for the maintenance, repair and replacement of the storm sewer.*

2) *Retention Basin Facilities – All ponds and catch basins shall be perpetually maintained by the developer or a subdivision homeowner's association organized for such purposes. To manage the Storm sewer and retention basin facilities (the "Storm Water Facilities"), the Developer shall incorporate, Home Owner's Associations with the Wisconsin Department of Financial Institutions (individually, an "Association" and collectively, the "Associations"), to manage and maintain the Storm Water Facilities in perpetuity. The Articles of Incorporation of such Associations are attached hereto as Exhibit J. The Developer shall operate as the Associations until seventy percent (70%) of all of the lots subject to an Association are transferred to entities other than the Developer. The Associations shall execute the Declaration of Protective Covenants, Conditions, Easements and Restrictions for each Association (the "Declaration(s)") in substantially the same form as attached Exhibit J, which shall fully set forth the Associations' obligation to maintain, repair and replace the Storm Water Facilities in perpetuity and the right of the Town to enter the Storm Water Facilities to maintain, repair and replace the same if necessary and charge the costs for such services to the Association. If the Association does not pay such costs in a timely manner, the same shall be considered a special charge assessed equally to each unit in the Development pursuant to Wis. Stat. §66.0627(2). The Declaration(s) shall include a provision whereby the Town could take ownership of the Storm Water Facilities if the Town agrees to maintain such facilities in perpetuity.*

3) *Deed Restrictions/Covenants. The restrictive covenants for the Development are contained in the Declarations attached hereto as Exhibit J. The same are hereby approved by both parties and shall be recorded by the Developer prior to the transfer of any lots to a third party.*

GRADING AND EROSION CONTROL

The Developer shall adhere to all Winnebago County, stormwater management and erosion control policies and regulations as stipulated by Winnebago County.

ROADS

Roads shall be installed as follows at the sole responsibility and cost of the Developer:

1) *The Developer shall adhere to all specifications according to {Exhibit H}, "Public Works", relating to road construction and design with the additional requirement that a minimum of 4" of asphaltic material depth be installed on all proposed roadways.*

2) *The Developer shall install crushed aggregate base and binder course of asphalt for the roadway as provided in the plans and specifications included in Town Ordinance and the Development Documents.*

3) *Paving will be installed in a two-stage course as provided in the plans and specifications, including in Town Ordinance and the Development Documents. The Developer, upon approval of the Town, may install the first paving course. The final pavement-wearing course shall be installed after the first wearing course and at a time determined by the Town.*

4) *The Developer shall be responsible for any additional stone or grading work required prior to the paving of any road. Said work shall be completed according to {Exhibit B}, "Construction Contract Work Schedule", unless otherwise extended by agreement with the Town. If the Developer fails to complete said work by the project schedule date, the Town may complete the work and charge the cost to the Developer. The project schedule date may be subject to exceptions for weather related reasons or extraordinary circumstances as determined by the Town Administrator or designee. At no point will a delay longer than 30 days be given without prior agreement from Town board.*

5) *The Developer shall install ditches, roadways and other improvements as more particularly required and specified in the Development Documents, but generally in the following location(s): Veanna Boulevard, Addie Parkway and Kelsea Way. If the Developer does not do the necessary installation as required, the Town has the option of installing the ditches, roadways and other improvements and charging the cost to the developer.*

6) *The Developer shall install curbs, gutters and other improvements as more particularly required and specified in the Development Documents, but generally in the following location(s): Caden Court. If the Developer does not do the necessary installation as required, the Town has the option of installing the curb and gutter and other improvements and charging the cost to the Developer.*

7) *The Developer shall install the approved roadways and other specified improvements as instructed by the Town and as scheduled by {Exhibit B} "Construction Contract Work Schedule". The Developer shall immediately backfill, seed, mulch and fertilize the road right-of-way between the edge of pavement or curb and property line to ensure erosion control.*

8) *The Developer hereby agrees to replace plant materials, which die or are substantially damaged, at his or her expense, and repair graded areas which erode or are otherwise damaged, for a period of one year after installation, whether said death or damage is caused by an act of nature or by the activities of others, such as contractors or property owners. This provision shall not preclude the Developer from seeking recovery of costs when others cause damage; however, it is the Developer's obligation to make timely replacements and repairs shall not be delayed while recovery is sought from others.*

9) *The Developer shall install and maintain, or shall arrange with all contractors, that the contractors install and maintain those barricades, signs, warning lights, earth berms, mounds or other protective measures, as set forth in the plans and specifications, in Town Ordinance and the Development Documents, which are hereby agreed to be reasonably necessary for the safety of the public during the improvement of the subject tract. These measures shall only be removed after approval by an authorized representative of the Town. The Developer shall furnish and install, or install when furnished by the Town, street and traffic signs, and those other informative or protective measures as street-end barricades, fences, earth berms or mounds, as may be provided for in the plans and specifications.*

ARTICLE II GENERAL CONDITIONS

ENGAGING QUALIFIED CONTRACTORS

The Developer further agrees to engage contractors for all work included in this Agreement who are qualified to perform such work.

WORK ACCORDING TO APPROVED PLANS AND SPECIFICATIONS

1) *The Developer agrees to complete all aspects of the Work, in accordance with approved plans and specifications, Town Ordinance and the Development Documents, made a part hereof and incorporated by reference, including those standard specifications the Town may have adopted and published prior to this date. If the Developer does not complete the Work as required, the Town has the option of completing the Work and charging the cost against the Letter of Credit or directly to the Developer, if the Letter of Credit is not sufficient. Additionally, the Town has the authority to impose such costs as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).*

2) *The Town acknowledges that the Developer may wish to install a permanent subdivision or neighborhood welcome sign within the development's limits located at the entrance on Leonard Point Road and the entrance to Caden Court. Any and all sign placements will need to be further verified and agreed upon by all managing entities including but not limited to local zoning, land use and municipal regulations. Furthermore, the Developer agrees to maintain said sign at the cost of the Developer or through the officially recorded HOA.*

3) *Any and all subdivision development advertisements or signage that is placed within visual proximity of any roadway within the Town of Algoma, and serves the purpose to advertise for the development, must follow all local zoning, land use and municipal regulations regarding the placement, materials and tenure. Furthermore, the Developer agrees to maintain said sign at the cost of the Developer or through the officially recorded HOA.*

4) *Developer hereby expressly agrees to indemnify and hold the Town , its officers, employees, engineers, consultants and agents harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance of work at the property and elsewhere pursuant to this Agreement (including personal injury and death) to the extent caused by negligent acts of omissions of Developer, its agents and assigns. Such indemnification and hold harmless clause shall be in form and in content acceptable to the Town Attorney and shall be included in each contract which the Developer has with a contractor. Excepting the negligence acts and omissions of the Town and its engineers and consultants, the Developer further agrees to aid and defend the Town and its engineers and consultants in the event that the Town is named as a defendant in an action concerning the Town, its engineers or consultants in performance of work pursuant to this Agreement except where such suit is brought by the Developer.*

PAYMENT OF TOWN REVIEW AND INSPECTION FEES

1) *The Developer agrees to pay those fees for professional and inspection services incurred by the Town, including reasonable fees for Town supervision and administration of those services, relating to agreement preparation, engineering review of any plans and specifications submitted by the Developer for approval by the Town, and relating to on site observation of work performed under this Agreement. Those fees, which originate from non-Town employees, shall be the actual fee as billed to the Town. Those fees which originate from services provided by the Town employees, including those of Town Staff, Town Board or Committees, shall be according to the actual hours involved including: supervision and administration, employees' salaries plus overhead for fringe benefits, office space, travel, and other commonly accepted components of overhead.*

2) *To facilitate the inspection and review process, the Developer upon approval of construction will be required to deposit the sum of $2,000 in an interest-bearing account to be held by the Town of Algoma. Appropriate Town expenses pertaining to inspection and site review will be collected from this account with appropriate documentation according to {Exhibit H}, "Public Works". The Developer shall provide additional funds to the account as needed. At no time will the funds in the account be less than $500, or the Town may withhold any further approvals until such time as the account funds are at least $500.00. All funds shall be returned to the Developer at such time as the security provided for the Required Improvements is returned.*

3) *The inclusion of street sign and traffic control signage will be funded within the said deposit.*

4) *For budgeting purposes, said fees are estimated by the Town to be:*

Attorney fees	*$175.00/hour*
Town Administration	*$100.00/hour*
Road and Drainage Coordinator	*$25.00/hour*
Engineering	*$150.00/hour*
Street Signs (total)	*$500.00*

TIME SCHEDULE AND CONSTRUCTION CONTRACT COPIES

1) *Attached hereto is {Exhibit B}, "Construction Contract Work Schedule", for each major phase of work to be performed under this Agreement, including estimated starting and completion dates. The parties hereby agree to abide by this schedule. If it becomes impractical to continue the schedule of {Exhibit B}, (provided the impracticality arises from causes beyond the control of both parties to this Agreement, such as, significant unforeseen subsoil conditions, weather or other acts of nature, strikes, area-wide shortage of materials or social disorders) either party to this Agreement may submit a revision to {Exhibit B} for negotiation and acceptance by the other party.*

2) *The Developer may seek, and the Town may grant, waivers to the forgoing provision in the case of later work elements, which are not dependent upon proper completion of earlier phases of work. The granting of any such waiver shall be conditioned upon establishing dates for the submittal of executed contracts on the later work.*

INSURANCE

1) *The Developer shall require that all contractors engaged to perform work under this Agreement comply with Town ordinances pertaining to damage claims and construction practices and contractor's liability with the Town prior to or at the time of the filing of the above-mentioned contract copies.*

2) *Unless provided otherwise by law, contractors shall maintain insurance that will protect them from claims under Worker Compensation Acts and from other claims for damages or personal injury, including death, which may arise from operations under this contract, including those by subcontractors, with minimum allowable limits as follows:*

General Liability	*$1,000,000*
Property Damage Each Accident	*$1,000,000*
Public Liability-Bodily Injury:	
Single Limit or	
Equivalent Each Accident	*$1,000,000*
Worker Compensation	*Statutory Limits*
Motor Vehicle Liability	*$1,000,000*

3) *The Developer shall provide the Town with an annual Certificate of Insurance, {Exhibit G}, "Certificate of Insurance", until completion of the Work and dedication of the Work that is within the public right of way, listing the Town of*

Algoma as additional insured in the limits indicated above prior to commencement of any construction on the subdivision.

PAYMENT OF OUTSTANDING ASSESSMENTS AND CHARGES

Prior to the commencement of any construction under this Agreement, the Developer shall hereby pay in full the outstanding charges and/or assessments due against those portions of the Development being developed unless other arrangements have been agreed upon between the Town and the Developer.

ARTICLE III DEDICATION AND GUARANTEE

DEDICATION AND ACCEPTANCE OF PUBLIC FACILITIES

1) *The Developer agrees that all dedications to the public of lands and improvements covered by this Agreement shall be made by proper dedication and/or recorded easement and without conditions. Such dedications shall include the roadway improvements and the storm sewer improvements contemplated herein.*

2) *The Developer further agrees that no improvements may be offered to the Town for acceptance of the dedication unless all review and inspection fees identified under Article II, paragraph C, are paid in full, and that all contractors who have performed work hereunder have received payment in full for their materials and services, certified in the form of affidavits, which shall be presented to the Town.*

3) *No building permits shall be issued to anyone, including third parties, for any lot to which utilities have not been extended to and/or for any lot to which access has not been provided by graded, graveled and properly maintained temporary roadways of which have been deemed by the Town to be completed to sub-grade conditions. Additionally, prior to the acceptance of dedicated roadways, each road must be completed including hard surface pavement, shouldering and final grading within three years of completed sub-grade and utility installation.*

4) *Until formal dedication and acceptance by the Town, Developer agrees to maintain roadways and the storm sewer to Town standards and further agrees to provide any appropriate seasonal access as required including but not limited to snow removal and storm event damage remediation.*

5) *The Developer agrees to implement all agreed upon parkland or greenspace enhancements as produced through the final plat review process. Such greenspace shall include a public dedication or easement for a trail from Veanna Boulevard to Jones Park as shown on the Final Plat.*

6) *The Developer agrees that an Impact Fee as stipulated within Town of Algoma - Municipal Code Chapter 210: Impact Fees will be required from each unit proposed.*

GUARANTEE

The Developer hereby agrees to guarantee all work performed under this Agreement for a period of three (3) years from the date of final acceptance of the Work by the Town of Algoma Board or three (3) years from the sale date, whichever is later. Such a guarantee shall be against defects in materials or workmanship. If such a defect should appear, the Developer agrees to make the required replacement or acceptable repairs, at his or her own expense. The expense shall include total and complete restoration of any disturbed surface or component of the improvement to the standard provided in the plans and specifications, regardless of improvements on lands or where the repair or replacement is required.

If the Developer fails to make the required replacement or repairs then the Town will have the option of making the required replacement or repairs and collecting the costs of such replacement or repairs through any legal means available to the

Town including levying such charges against the Developer or other current owner of the benefitted property (if the benefitted property has been transferred) as a special charge for current services apportioned by the benefitted property pursuant to Wis. Stats. § 66.0627 or a special assessment pursuant to Wis. Stats. § 66.0701, if appropriate.

ARTICLE IV SURETY AGREEMENT FORM, AMOUNT OF SURETY OR OTHER ENFORCEABLE SECURITY

The Developer will furnish the Town with an irrevocable financial security as set forth herein. The financial security can be in the form of a "Letter of Credit" substantially similar to Exhibit E but subject to reasonable alteration by Developer's lender subject to reasonable approval of the Town's counsel, which , letter of credit must automatically renew unless written notice is received by the Town at least 30 days prior to release), or a cash deposit, for 115 percent of the estimated total cost of the proposed public improvements as validated by a Town representative. With written Town permission, this security may be reduced, but the reduced amount must equal 115 percent of the remaining Work. Upon completion of the Work, irrevocable financial security in the amount of 15 percent of the initial required financial guarantee shall remain until fourteen (14) months from the date of completion. Also see Town Ordinance 225-60-C which is incorporated herein as if fully set forth.

ARTICLE VI RECORDABILITY OF AGREEMENT

These documents shall be executed in recordable form so as to give notice to all third parties of the duties of the Developer and the rights of the public. However, if the Town does not cause this document to be recorded, the duties of the Developer shall not be changed and the Town may fully enforce its rights to assure compliance with the Agreement.

ARTICLE VII ASSIGNABILITY BY DEVELOPER

The rights and duties of the Developer may not be assigned without the written consent of the Town.

ARTICLE VIII REQUIRED INSPECTION OF WORK

In addition to all other inspections of Work required of the Developer hereunder, and prior to commencing with construction of any roads in the Town, the Town shall inform the Developer of its selection of a registered professional engineer. The registered professional engineer shall be responsible for the inspection of all work pertaining to the development of the subdivision including, but not limited to, road construction, utility construction, sidewalk/trail construction, excavation and grading. The Developer will pay the expense of the registered professional engineer. As an alternative, and with the agreement of the Town, the Developer may contract directly with the Town's selected registered professional engineer to perform such work. All fees will be paid in accordance with the Developer's Agreement. In either event, upon completion of the work, the responsible engineer will certify to the Town that the all work has been constructed in full compliance with all ordinances and regulations of the Town. Notwithstanding anything to the contrary herein, , Developer will only be responsible for reimbursement for one designated inspection contract per work item to be completed. It is agreed that there will be no duplication of inspection or review between the Town and the County and that all attempts will be made to ensure that no duplication of review or inspections are made at all times.

ARTICLE IX WAIVER OF ASSESSMENT

The Developer shall execute a "Waiver of Assessment", which is attached as {Exhibit D}. This waiver of assessment is to ensure that in the event the Developer defaults on the payment of any fees that are required by this Agreement, the Developer waives all rights for objection to Town assessment of said fees and costs against the Development.

Dated this day of 20

TOWN OF ALGOMA

By: _____

Joel R. Rasmussen *Chairman*

By: _____

Benjamin K. Krumenauer *Town Administrator*

By: _____

Deborah L. Stark *Town Clerk*

DEVELOPER

By: _____

Developer

By: _____

Developer

APPROVED AS TO FORM

By: _____

Emily Z. Dunham *Town Attorney*

EXHIBIT A

TOWN OF ALGOMA SUBDIVISION APPROVAL

1) *Minutes of all approval meetings are attached as part of this exhibit.*

CONDITIONS OF APPROVAL

2) *Place additional conditions here*

EXHIBIT B

CONSTRUCTION CONTRACT WORK SCHEDULE

Construction Schedule for LakeVista Estates

Construction Start Date: ***09/15/2019***

All utilities, roads and drainage will be complete in consecutive order.

Binder coat of asphalt, pending weather or any other unforeseen circumstances, will be complete following road installation.

Final asphalt within 4 years of binder coat or agreed upon date by developer and Town of Algoma.

Note: This schedule will be dependent upon availability of contractors schedule and final design of sewer and water.

EXHIBIT C

FINAL PLAT

EXHIBIT D

WAIVER OF ASSESSMENT

I, _____, the Developer, agree to execute this waiver of assessment as ("Exhibit D") of the 'Developers Agreement' with the Town of Algoma for the Lakevista Estates Subdivision.

INCLUDE LEGAL DESCRIPTION

I hereby attest that by the execution of my legal signature upon this document, I agree to waive all rights for objection for the Town of Algoma to place such fees and costs as an assessment against said property where, the Developer, to default on the payment of any fees that are required by this 'Developer's Agreement' including without limitation, any levying of special charges or special assessments against the benefited properties pursuant to Wis. Stats. § 66.0627 or Wis. Stats. § 66.0701, if appropriate

Dated this _____ day of _____, _____.

_____

_____, *Developer*

EXHIBIT E

LETTER OF CREDIT

Choice Bank
Your Community. Your Choice!

June 27, 2019

Town of Algoma
Attn: Ben Krumenauer
15 N Oakwood Road
Oshkosh, WI 54904

Dear Mr. Krumenauer:

This letter is written to confirm that Choice Bank has been in active discussions with Randy Schmiedel and Eric Hoffman regarding their development project in the Town of Algoma (known as Lakeview Estates, LLC).

We believe this project is financially viable and that the owners are financially capable of successfully developing and marketing the property. Although, the costs associated with improving the property are unknown at this time, Choice Bank, subject to formal credit approval, stands ready to issue a letter of credit in support of the project and in favor of the township.

Although this letter is not a formal lending commitment because the costs of the project are not quantified, please know that Randy Schmiedel and Eric Hoffman are valued clients in good standing with Choice Bank.

If you have any questions about this project or our valued clients, please call me at (920) 267-8040.

Sincerely,

Fred J. Siemers
EVP/Chief Credit Officer

1041 N. Westhaven Dr. • 2201 Jackson St. • P.O. Box 2762 • Oshkosh, WI 54903 • 920-230-1300 • Fax: 920-230-1302 • www.choice.bank

EXHIBIT F

TOWN OF ALGOMA - MUNICIPAL CODE CHAPTER 225: LAND USE

EXHIBIT G

CERTIFICATE OF INSURANCE COVERAGE

EXHIBIT H

TOWN OF ALGOMA - MUNICIPAL CODE CHAPTER 260: PUBLIC WORKS

EXHIBIT I

TRAIL EASEMENTS

EXHIBIT J

ASSOCIATIONS

Town of Algoma
3477 Miller Drive
Oshkosh, WI 54904
Phone (920) 426-0335
Fax (920) 426-1181
district.office@algomasd.org

June 5, 2019

Ben Krumenauer
Town of Algoma
15 North Oakwood Rd
Oshkosh, WI 54904

Dear Mr. Krumenauer,

The District has municipal water and sanitary sewer available to serve the LakeVista Estates development located on parcels #002-0030, #002-0028-19-05, #002-0028-19-02, and #002-0028-19-04. These parcels are located in the Sanitary District and are within the Oshkosh Sewer Service Area according to the East Central Wisconsin Regional Planning Commission.

The District plans to serve these parcels with the existing watermains located to the north end of Addie Parkway by Jones Park and to the east from Lake Breeze Drive, and with sanitary sewer from Leonard Point Lane near parcel #002-0028-02.

The developer has signed a Developer's Agreement to begin the design of the water and sewer infrastructure needed to serve their development. If you have any questions about the District's plans to serve this development, please call me at (920) 426-0335.

Thank you,

Kevin Mraz
Utility Director

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by

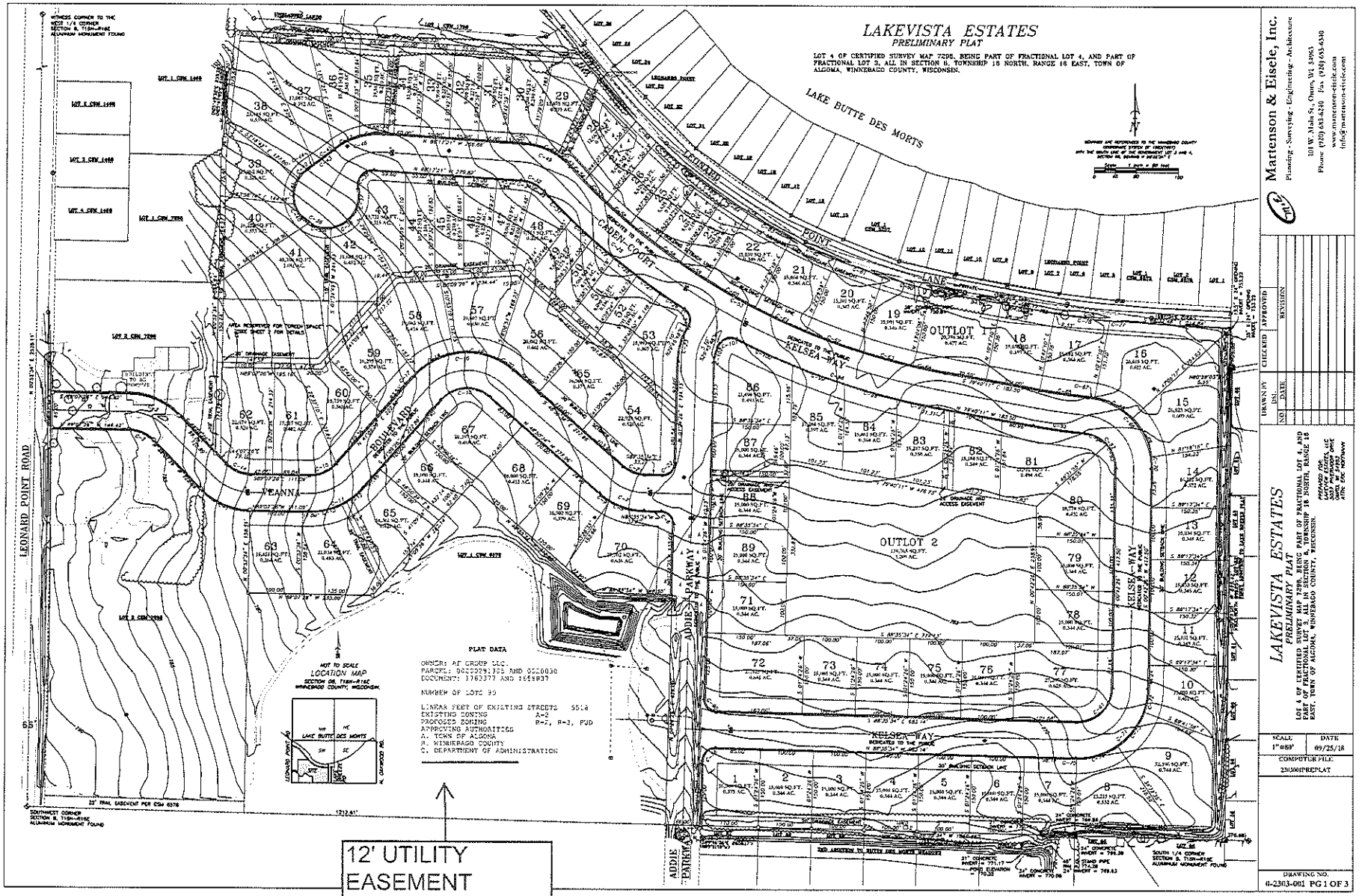
A.F. Group, LLC, a Wisconsin limited liability company, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

Wisconsin Bell Inc..d/b/a AT&T Wisconsin, a Wisconsin Corporation
Paetec USA Telecom Services,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.


LAKEVISTA ESTATES
PRELIMINARY PLAT
LOT 4 OF CERTIFIED SURVEY MAP 7298, BEING PART OF FRACTIONAL LOT 4, AND PART OF FRACTIONAL LOT 3, ALL IN SECTION 8, TOWNSHIP 18 NORTH, RANGE 16 EAST, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.
LAKE BUTTE DES MORTS
LEONARD POINT ROAD
KELSEA WAY
ADDIE PARKWAY
OUTLOT 1
OUTLOT 2
PLAT DATA
OWNER: AF GROUP LLC.
PARCEL: 0020099.005 AND 0020030
DOCUMENT: 1763377 AND 1659837
NUMBER OF LOTS 99
LINEAR FEET OF EXISTING STREETS 5518
EXISTING ZONING A-2
PROPOSED ZONING R-2, R-3, PUD
APPROVING AUTHORITIES
A. TOWN OF ALGOMA
B. WINNEBAGO COUNTY
C. DEPARTMENT OF ADMINISTRATION
NOT TO SCALE
LOCATION MAP
SECTION 08, T18N-R16E
WINNEBAGO COUNTY, WISCONSIN
12' UTILITY EASEMENT ALONG ENTIRE R/W AS SHOWN
Martenson & Eisele, Inc.
Planning - Surveying - Engineering - Architecture
101 W. Main St., Omro, WI 54963
Phone (920) 685-6230 Fax (920) 685-6330
www.martenson-eisele.com
info@martenson-eisele.com
LAKEVISTA ESTATES
PRELIMINARY PLAT
SCALE: 1" = 80'
DATE: 09/25/18
COMPUTER FILE: 2303001PREPLAT
DRAWING NO. 0-2303-001 PG 1 OF 3

Document No.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKEVISTA SINGLE FAMILY ESTATES

Return to and drafted by:

Jason J. Hirschberg
Hirschberg Law, LLC
601 Oregon Street, Suite A
Oshkosh, WI 54902

Parcel Number

THIS DECLARATION ("Declaration") is hereby made this _____ day of _____ _____, 2019 by Lakeview Estates, LLC, a Wisconsin limited liability company (hereinafter called the "Declarant") and the Lakevista Single Family Estates Homeowners Association, Inc., a Wisconsin non-stock corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Paragraph 1 of this Declaration, and desires to subject said real property to the covenants, conditions, easements and restrictions hereinafter set forth, all of which are binding upon the real property described and each owner thereof and every other party having any interest therein, and such covenants, conditions, easements and restrictions shall inure to the benefit of and pass with said real property.

NOW THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph 1 hereof is held, transferred, sold, conveyed, used and occupied subject to this Declaration.

1. **Property.** That portion of the real property described on the Plat of Lakevista Estates, consisting of Lots 1 through 22 and Lots 68 through 86 (referred to herein individually as "Lot" or together as "Lots") (collectively, the "Property"). A copy of the Plat of Lakevista Estates is more particularly set forth on Exhibit A attached hereto and incorporated herein. The Property shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration (hereinafter, "Lakevista Single Family Estates"). Lakevista Single Family Estates is legally described as set forth on Exhibit B attached hereto and incorporated herein. Prior to the first conveyance by the Declarant of any Lot of Lakevista Estates, Declarant shall convey equally to the Association (defined herein), along with the Lakevista North Estates Homeowners Association, Inc. ("Lakevista North Estates Association") and the Lakevista Twindominium Estates Homeowners Association, Inc. ("Lakevista Twindomium Association"), Outlot 1 and Outlot 2, along with any other common areas of Lakevista Estates (collectively, the "Common Areas"), free and clear of all mortgages and encumbrances, excepting those easements and restrictions of record, and those easements and restrictions provided for herein, and such other matters affecting title as may presently exist other than liens or mortgages. Declarant shall have the right of use the Common Areas during the construction and sales period, whether before or after conveyance thereof to the Association, as may be reasonably necessary to erect buildings upon the Lots and to effect the sale of the same.

2. **General Purpose.** The Declarant desires to develop Lakevista Single Family Estates as single-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Lakevista Single Family Estates for the use and enjoyment of property owners; to encourage the construction of attractive improvements in appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the entry treatment, utilities, drainage and storm water ponds; and in general to provide adequately for a type and quality of improvements in Lakevista Single Family Estates which will mutually benefit all present and future Lot owners in Lakevista Single Family Estates.

3. **Residential Use.** Each Lot shall be used for the construction of a single-family residence and related improvements authorized by this Declaration. No portion of a Lot may be used for any business or commercial purpose with the exception of a home office; provided such home office does not create business traffic within Lakevista Estates, and that there is no signage other than the signage authorized hereunder and the office is not used for meetings with clients, customers or other persons for business purposes. This Paragraph shall not apply to any Outlot or Lot used for storm water detention or retention purposes.

4. **Dwelling Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall be not less than:

    a. For a ranch style residence, 1,500 square feet. A ranch style residence with a walk-out basement is permitted, but the floor area of the lower level shall not be counted for the purpose of this restriction.

b. For a two-story residence a minimum of 1,800 square feet (with a minimum of 1,100 square feet on the first floor);
c. For a residence with more than two (2) levels, a minimum of 1,900 square feet (with a minimum of 1,400 square feet on the two (2) primary levels).
d. A raised ranch, split level or other residence with only one (1) elevation visible from the front or rear shall be oriented so one (1) elevation is visible from the front and two (2) elevations are visible from the rear.

5. **Garages.** The construction of each residence shall include not less than a standard two (2) car attached garage. No garage may be more than thirty-six (36) feet in width and must be constructed at the same time as the residence.

6. **Storage Buildings.** No temporary or permanent buildings shall be located on a Lot, except a single-family residence with an attached garage.

7. **Exterior of Buildings.** Any natural wood on the exterior of a residence (with the exception of cedar shake shingles) shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of the residence. No natural weathering exterior material, log or log siding shall be installed on any residence. No texture 1-11 hardboard or similar siding is permitted on any residence. The roof pitch of each residence shall be 5-12 or greater and all chimneys and exterior flues shall be enclosed. Any roof color other than an earth tone and any roof material other than asphalt or fiberglass shingles shall require the approval of the Architectural Control Committee. A minimum of twenty percent (20%) of the front of each residence, excluding doors and windows shall consist of brick, stone, no-maintenance shake or another similar material approved by the Architectural Control Committee.

8. **Fences.** No fence shall be constructed on any Lot except for the following:

   a. Ornamental fences such as a split rail, picket and post and rail, no more than four (4) feet in height and incorporated with landscaping.
   b. Chain link or solid wood fences no more than four (4) feet in height, located at least twenty-five (25) feet from the rear Lot line, twenty-five (25) feet from the side Lot line adjacent to the street on a corner Lot and four (4) feet from all other side Lot lines. Fences in the rear yard shall not extend more than eight (8) feet beyond the extended line of the side of the residence. Chain link fences must be green or black vinyl coated with no substitutes.
   c. Chain link or solid wood fences approved by the Architectural Control Committee surrounding an in-ground swimming pool. Chain link fences permitted under this Paragraph must be vinyl coated with no substitutes.
   d. Chain link or solid wood fences no more than seven (7) feet in height surrounding an animal yard adjacent to an animal shelter in the garage of the residence. The animal yard shall have an area no larger than one hundred twenty (120) square feet.

9. **Location of Residence and Improvements.** The location of the residence and any other authorized improvements on the Lot shall comply with all setback requirements

shown on the plat and imposed by applicable ordinances and regulations, unless a variance is received from the Architectural Control Committee and each municipality having zoning jurisdiction over the Lot.

10. **Pet Shelters.** Any dog, cat or similar pet shelters shall be located within the garage attached to the residence.

11. **Driveways and Approaches.** All driveways shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the residence. An asphalt approach connecting the driveway to the finished street shall be installed within six (6) months after the installation of the finished street. A driveway culvert shall be installed under each driveway. The driveway culvert shall be sized in accordance with the approved drainage plan for the subdivision and shall have apron end section on each end.

12. **Antennas, Satellite Dishes and Other Equipment.** No ham radio antennas, radio towers or similar equipment shall be permitted on any Lot. No satellite television dish shall be located on any Lot, except one (1) satellite dish not exceeding twenty (20) inches in diameter installed as part of the residence. Said dish may not be in the front yard.

13. **Alternative Energy Devices.** No alternative energy devices, such as solar panels or sun collection devises, windmills or vertical wind turbans shall be allowed on any Lot.

14. **Above-Ground Pools/Spas**. No above-ground pools shall be permitted without the prior written approval of the Architectural Control Committee. An outside whirlpool tub or spa on a deck or patio adjacent to the residence is permitted.

15. **Completion of the Residence**. The residence shall be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one (1) year from the commencement of construction. The residence shall be deemed to be completed when a final permit has been issued by the municipality having jurisdiction over the construction of the residence. A copy of the final permit shall be filed with the Architectural Control Committee to evidence compliance with this requirement. Lot owners are responsible for any damage to the streets, curbs, gutters and/or street trees caused by the Lot owner's contractor and for ensuring that the contractor consistently maintains the Lot and street areas free of waste and debris during construction.

16. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on any Lot or proposed Lot with the subdivision designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant. Small berms may be constructed on the Lot; provided that they do not interfere with drainage.

17. **Weed Control.** Prior to the installation of the lawn on the Lot, the Lot shall be mowed at least two (2) times per year. One of the mandatory mowings shall be between June 1st and June 15th and the second mandatory mowing shall be between August 1st and

August 15th. Additionally, the Lot shall be maintained in compliance with Town of Algoma ordinances.

18. **Landscaping.** All Lots shall be graded immediately upon completion of construction of a residence and the grade shall thereafter be maintained to comply with the comprehensive grading plan for Lakevista Estates. The landscaping of each Lot shall be complete no more than twelve (12) months after the residence on the Lot is complete. All greenspace on the Lot must be landscaped using standard residential landscaping material and a conventional grass lawn. No natural areas shall be permitted, except existing wooded areas and other natural areas approved by the Architectural Control Committee. At least four (4) shade trees with a minimum diameter of at least two (2) inches shall be retained on the Lot or planted within the time period specified above. At least two (2) of the trees must be located between the residence and the street.

19. **Exterior Maintenance.** The owner of the Lot shall maintain the exterior of the residence and all driveways and sidewalks in a good state of repair and shall properly maintain all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the Lot. No yard waste shall be placed on any Lot, Outlot or Common Areas. The owner of the Lot shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into any wetland or navigable waterway.

20. **Architectural Review.** In order to maintain the integrity and aesthetics of Lakevista Single Family Estates, all building plans for any residence or other permitted improvement including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the Architectural Control Committee and the Architectural Control Committee shall have approved the same in writing prior to Lot owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, decks, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Lakevista Single Family Estates are subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee's approval of building design, square footage, building location, and any other restriction influencing the integrity and aesthetics of Lakevista Single Family Estates shall be based upon the building and use restrictions contained in this Declaration and such guidelines as may be adopted from time-to-time by the Declarant at Declarant's reasonable discretion. The Architectural Control Committee shall have the right to withhold exterior design, material and minimum square footage approval if the design is too similar in appearance or does not aesthetically conform with the other buildings in close proximity, it being the intent of the Architectural Control Committee to maintain diversity in appearance and design in Lakevista Single Family Estates. Prior to application for a building permit, each Lot owner shall submit the following documents to the Lake View Single Family Estates Architectural Control Committee c/o Randall Schmiedel and Eric Hoffmann, 230 Ohio Street, Suite 200, Oshkosh, WI 54902:

a. Three (3) sets of drawings of the proposed residence showing, at a minimum: floor plans, elevations of all sides of the residence, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of the residence on the Lot;

b. Three (3) sets of the proposed grading and landscaping plans for the Lot;

c. A plat of survey showing the location of the home, driveways, and any other improvements to be made on the Lot to scale with dimensions and setback distances shown;

d. Three (3) sets of architectural specifications for the above; and

e. The address for mailing the written determination of the Architectural Control Committee.

All submissions shall contain sufficient detail as may be required by the Architectural Control Committee. The Architectural Control Committee shall review the plans submitted within thirty (30) days and render its written approval or rejection.

21. **Easements and Storm Water Detention Facilities.**

a. Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat for Lakevista Estates or created by recorded easement agreements. In addition, easements for installation of cable TV, telephone, easements required by the governing municipality and other necessary utilities are reserved as shown on the recorded plat. No permanent structure shall be placed within the easement areas. The easement area of each Lot shall be maintained continuously by the Lot owner. Declarant and/or Association or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within the Lakevista Estates the entry treatment at their respective locations, and is granted reasonable access for the purpose of maintenance of the same.

b. The storm water detention facilities and drainage ways located within Lakevista Single Family Estates (and adjoining property by easement rights) are owned by the Association (in conjunction with the Lakevista North Association and the Lakevista Twindominium Association and are part of the approved storm water drainage plan (the "Storm Water Detention Facilities"). The Association (in conjunction with the Lakevista North Association and the Lakevista Twindominium Association) shall be responsible for the maintenance of the Storm Water Detention Facilities to insure the facilities are able to operate in accordance with the approved drainage plan. In addition, the Association shall be responsible for compliance with the following, to which each Lot in Lakevista Estates is subject to: (1) the Town of Algoma ordinances, and (2) all recorded storm water and drainage easements.

c. Upon failure of the Association(s) to perform the maintenance, repair or replacement of the Storm Water Detention Facilities, the Town of Algoma shall have the unqualified right to enter upon the Storm Water Detention Facilities, including Outlot 1 and Outlot 2, for inspection, maintenance or repair of the same, but has no duty or obligation to perform any of these actions. If the Town of Algoma exercises this right and performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities shall be charged to the Association(s) and if not timely paid, may be assessed the Lot owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).

d. There shall be no swimming or wading within, depositing of organic materials, animals or other materials that could inhibit the facilities into, or use of any motorized floating or navigation upon any of the Storm Water Detention Facilities. Neither the Developer nor the Association shall be liable for costs, expenses, damages or injury incurred by anyone who violates these restrictions. Lot owners are solely responsible for abiding by all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their guests or invitees.

22. **Underground Utilities.** All gas, electrical, telephone, television and other utilities lines or cables serving the Lots and the improvements located therein shall be laid underground.

23. **Signs.** No signs of any kind shall be displayed to the public view, except (a) signs used by the Declarant or its realtor to advertise the sale of Lots; (b) signs used by a builder to advertise newly constructed residences for sale; (c) one sign of not more than eight (8) square feet used by the owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale; or (d) signs created and installed by the Declarant at the entryway to Lakevista Estates and Lakevista North Estates.

24. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

25. **Burning Restriction.** No burning garbage or other refuse shall be permitted on any Lot, Outlot or Common Areas. The owner of a Lot may have a recreational fire on the Lot in a properly designed fire pit or fire container. The owner of a Lot may not have a fire on any Outlot, Common Areas or Lot not owned by that owner. All authorized burning on a Lot shall comply with any regulations or requirements established by the Architectural Control Committee and the municipality having jurisdiction over the Lot. The owner of a Lot shall be responsible for any damage caused by a fire originating on the Lot.

26. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a building. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction

contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the subdivision.

27. **Outside Storage of Certain Items Prohibited.** No construction or similar equipment; mobile home; motor home or recreational vehicle; camper; removable camper top; trailer; fishing shanty; boat on a trailer; personal water craft on a trailer; snowmobile on a trailer; movable boat lift or other item of similar nature shall be permitted on any Lot, except in the garage of the residence.

28. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of two (2) domestic animals (dogs, cats or other normal household pets) may be kept on any Lot, provided they are not kept, bred or maintained for any commercial purpose. All dogs shall be kept in the residence (including a pet shelter within the garage of the residence) or within the fenced animal yard authorized by this Declaration when not on a leash or otherwise under the direct control of the owner. The person responsible for the pet shall collect and properly dispose of all animal waste deposited by the pet, including animal waste deposited on any Lot, Outlot or Common Areas.

29. **Garbage/Recyclables.** Garbage that is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time and shall remain out of view from the street. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

30. **Additional Lots.** Any additional Lots created by the conversion of any outlot to a residential Lot or Lots shall also be subject to this Declaration, including without limitation, the provisions related to the Association and the power of the Association to levy assessments.

31. **Construction Deposit.** At the time of closing on a Lot, a construction deposit in the amount of One Thousand and 00/100 Dollars ($1,000.00) ("Construction Deposit") shall be collected from the Lot owner and held in an escrow account by Declarant. This Construction Deposit is required to assure compliance with the terms and conditions of this Declaration which deal with contractor cleanup, damage to street, curbs, or gutters, installation of the required items to the Lot and security that the owner and its contractors will take adequate measures to protect the Common Areas during the construction and landscape process. In the event the Lot owner is unable to obtain compliance of is contractors, fails to install the requisite Lot improvements, or damage occurs to the Common Areas, rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Lot owner

upon completion and first occupancy of the residence, within thirty (30) days of Lot owner's written request.

32. **Architectural Control Committee.**

a. **Creation.** The Architectural Control Committee shall initially consist of two (2) persons: Randall Schmiedel and Eric Hoffmann. In the event of the death or resignation of any member of the Architectural Control Committee, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within Lakevista Single Family Estates. It is the express intent of Declarant that it shall appoint all of the members of the Architectural Control Committee until its ownership of real estate in Lakevista Single Family Estates is fully relinquished. After Declarants' ownership has been relinquished, all members of the Architectural Control Committee shall immediately resign, and an election shall be had by the Lot owners to nominate and elect three (3) new members of the Architectural Control Committee. Each Lot in Lakevista Single Family Estates shall have one (1) vote, regardless of the number of Lot owners. A simple majority of votes cast shall elect each member of the Architectural Control Committee. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the Architectural Control Committee.

b. **Procedure.** Each Lot owner shall file all plans, specifications, and other materials for the approval of any improvements of any Lot with the office of the Declarant, for referral to the Architectural Control Committee. A response in writing setting forth the decision of the Architectural Control Committee and reasons thereof shall thereafter be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the plans, specifications, and other materials by the Lot owner. Builders and/or Lot owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event the Architectural Control Committee fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in this Declaration, approval shall be deemed granted.

33. **Property Owners Association.**

a. **Creation and Purposes.** The Lakevista Single Family Estates Homeowners Association, Inc. (hereinafter referred to as the "Association") is hereby created and shall be an incorporated association of the Lot owners in Lakevista Single Family Estates for the purpose of:

i. Maintaining and promoting the desired character of Lakevista Estates.

ii. Managing, maintaining and controlling Common Areas for the purpose of preserving wetlands, open space and trees, the managing and maintaining drainage and storm water pursuant to recorded storm water

and drainage easements, and for the managing, maintaining and controlling of storm water detention areas as provided herein.

iii. Managing, maintaining and controlling the entry treatment on Leonard Point Road or future entry treatments placed within Lakevista Estates.

b. **Initial Board/Term.** The Association shall be initially governed by a two (2) member Board of Directors, hereinafter referred to as the "Board", which shall be solely responsible for the activities of the Association. The initial members of the Board have been appointed by the Declarant and shall be Randall Schmiedel and Eric Hoffmann. Within three months of the date ninety-five percent (95%) of the existing Lots in Lakevista Single Family Estates have been sold, the Declarant appointed members of the Board shall be replaced with three (3) Lot owners elected by a vote of the Lot owners, increasing the size of the Board to three (3) members. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time prior to the time Declarant owns less than ninety-five (95%) of the Lots in Lakevista Single Family Estates. After the initial term, the term of office of each Board member shall be two (2) years from the date of election. If any Board member shall die, resign, be unable to act or cease to be qualified, the unexpired term of such Board member shall be filled by special election of the Association.

c. **Membership and Voting**. Declarant and every Lot owner in Lakevista Single Family Estates shall be a member of the Association. Each Lot shall represent only one (1) vote, whether the Lot is owned singularly or jointly. There shall be no fractional votes.

d. **Meetings.** All Board meetings shall be open to all Lot owners and shall be held upon not less than three (3) days prior written notice to all of the Lot owners. A majority of the Board members shall constitute a quorum. Actions of the Board shall be taken by majority vote. The Board shall call a meeting for all the Lot owners of the Association no less than once per calendar year.

e. **Board Duties.** The Board shall have the following duties:

i. To provide for the maintenance of the entry treatment(s);

ii. To establish dates and procedures for the election of Board members;

iii. To promulgate operational procedures for the conduct of Association and Board business;

iv. To enforce the terms, conditions and restrictions contained in this Declaration and recorded documents affecting Lakevista Single Family Estates; and

v. To establish and maintain an Architectural Control Committee subsequent to the initial Architectural Control Committee established and controlled by the Declarant. Such Architectural Control Committee shall consist of two (2) persons appointed by the Board. No Lot owner of a vacant Lot (except for the Declarant) shall have the right to serve on the Architectural Control Committee. Upon the delegation of the Declarant's authority under this Declaration, the Architectural Control Committee shall have all the rights and obligations of the Declarant.

f. **Board Powers.** The Board shall have the following powers:

i. To take such action as may be necessary to cause the entry treatments and Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

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

iii. To levy and collect assessments in accordance with the provisions of this Declaration; and

iv. To take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under this Declaration.

g. **Assessments.** The Board shall levy and collect assessments in accordance with the following:

i. Each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to the pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be all of the Lots in Lakevista Single Family Estates. Said costs shall include, but not be limited to: taxes, insurance, repairs, plantings, replacements and additions to the improvements made to the Common Areas; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its business and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot owner for the failure of such Lot owner to: maintain its Lot in accordance with the reasonable standard of Lakevista Single Family Estates; and/or, to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessments are sometimes collectively referred to as "Assessments."

ii. Assessments related to the Storm Water Detention Facilities and entry treatments jointly owned with the Lakevista North Association and the Lakevista Twindominium Association shall be collected and delivered to the Lakevista North Association by the Board. The pro rata share of the costs related to the Storm Water Detention Facilities and entry treatments of a Lot in the Lakevista Single Family Association shall be a fraction, the numerator of which shall be the number of dwelling units on a Lot and the denominator of which shall be the total number of dwelling units in Lakevista Estates.

iii. Assessments shall be approved at a duly convened meeting of the Board.

iv. Written notice of an Assessment shall be personally delivered to each Lot owner or delivered by regular mail addressed to the last known address of such Lot owner.

v. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice.

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

vii. The Board may record a document with the Register of Deeds in Winnebago County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney's fees relating to any such document or the collection of an Assessment shall be borne by the respective Lot owner.

viii. Upon application by a Lot owner, any Board member may, without calling a Board meeting, provide to such Lot owner a statement in recordable form certifying (1) that the signer is duly elected or appointed Board member, and (2) as to the existence of any unpaid assessments or other amounts due the Association. Such statement shall be binding upon the Association 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.

ix. Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The delinquent Lot owner

shall be responsible for all of the Association's costs in collecting the Assessments, including, but not limited to, attorney's fees.

h. **Limitations**. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Areas in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Board shall not have the power to make Additional Improvements costing in excess of Five Thousand and 00/100 Dollars ($5,000.00) without the consent of seventy percent (70%) of the then-current Lot owners.

i. **Board Liability.** Members of the Board shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistake of judgment or negligence. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

j. **No Waiver**. Failure of the Association or the Board to enforce any term, covenant, condition or restriction contained in this Declaration, shall not be deemed to be a waiver of the right to do so or an acquiescence to that violation or any subsequent violation.

34. **General Provisions.**

a. **Duration of Declaration.** This Declaration and any amendments shall be in force for a term of twenty (20) years from the date the Declaration is recorded. Upon the expiration date of such initial twenty (20) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then current or extended term a Notice of Termination is executed by the Lot owners and mortgagees of at least seventy percent (70%) of all Lots in Lakevista Single Family Estates, is consented to by the Town of Algoma and is thereafter recorded in the Office of the Register of Deeds of Winnebago County. In the event the Town does not consent to the termination, it will provide its reasons for doing so and allow the Lot owners and mortgagees the ability to address the Town's concerns.

b. **Storm Water Detention Facilities Obligations are Perpetual.** The obligations of the Association(s) to maintain, repair or replace the Storm Water Detention Facilities are perpetual and shall not be altered by the termination or amendment of this Declaration, unless the Town of Algoma agrees to the same in a recorded writing. In the event the Association dissolves or ceases to act, and the Town of Algoma performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities may be assessed to the Lot owners or unit owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).

c. **Binding Effect and Enforcement**. This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot owners. The Declarant, Association, or any Lot owner(s) shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot owner violating the terms, conditions or restrictions contained in this Declaration shall be personally liable for and shall reimburse all costs and expenses, including attorneys' fees, incurred by the Declarant, Association, or any other Lot Owner(s) in enforcing the terms, conditions and restrictions contained in this Declaration. Any Lot owner who causes or allows any improvement or improvements to be constructed, installed, placed or altered on its Lot without first obtaining the prior written approval of the Architectural Control Committee shall, at the Architectural Control Committee's discretion, be required to remove such improvement or improvements in their entirety at the Lot owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or Association.

d. **Amendment.** 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 Lot owners having at least seventy percent (70%) of the votes in the Association; however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot owner. In the event a proposed amendment to the Declaration alters the Storm Water Facilities in any way, consent of the Town of Algoma shall be required. 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 Winnebago County, Wisconsin.

e. **Effect on Mortgages**. All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the Lots in Lakevista Single Family Estates. The terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.

f. **Declarant's Assignment of Rights and Duties to Association.** In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers, and duties herein to the Association. Such assignment shall be in writing and shall relieve and discharge Declarant from every duty assigned to the Association.

g. **Address Notification.** Each Lot owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in a United States Post Office, postage prepaid, and addressed to any Lot owner at the last address filed shall be sufficient and proper

notice to the Lot owner whenever notices are required. Unless otherwise specified herein, all communications to Declarant shall be in writing and shall be forwarded to the attention of Randall Schmiedel or Eric Hoffmann at 230 Ohio Street, Suite 200, Oshkosh, WI 54902.

h. **Conflicts.** In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the Town of Algoma or any other governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

{signature page follows}

IN WITNESS WHEREOF: the undersigned has caused this Declaration to be executed on this _____ day of _____2019.

LAKEVIEW ESTATES, LLC

By:_____
Eric W. Hoffmann – Member

By:_____
Randall Schmiedel – Member

LAKEVISTA SINGLE FAMILY ESTATES HOMEOWNERS ASSOCIATION, INC.

By:_____
Eric W. Hoffmann – Board Member

By:_____
Randall Schmiedel – Board Member

EXHIBIT A
PLAT OF LAKEVISTA ESTATES

EXHIBIT B
LEGAL DESCRIPTION

Document No.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKEVISTA NORTH ESTATES

Return to and drafted by:

Jason J. Hirschberg
Hirschberg Law, LLC
601 Oregon Street, Suite A
Oshkosh, WI 54902

Parcel Number

THIS DECLARATION ("Declaration") is hereby made this _____ day of _____ _____, 2019 by Lakeview Estates, LLC, a Wisconsin limited liability company (hereinafter called the "Declarant") and the Lakevista North Estates Homeowners Association, Inc., a Wisconsin non-stock corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Paragraph 1 of this Declaration, and desires to subject said real property to the covenants, conditions, easements and restrictions hereinafter set forth, all of which are binding upon the real property described and each owner thereof and every other party having any interest therein, and such covenants, conditions, easements and restrictions shall inure to the benefit of and pass with said real property.

NOW THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph 1 hereof is held, transferred, sold, conveyed, used and occupied subject to this Declaration.

1. **Property.** That portion of the real property described on the Plat of Lakevista Estates, consisting of Lots 23 through 50 (referred to herein individually as "Lot" or together as "Lots") (collectively, the "Property"). A copy of the Plat of Lakevista Estates is more particularly set forth on Exhibit A attached hereto and incorporated herein. The Property shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration (hereinafter, "Lakevista North Estates"). Lakevista North Estates is legally described as set forth on Exhibit B attached hereto and incorporated herein. Prior to the first conveyance by the Declarant of any Lot of Lakevista Estates, Declarant shall convey equally to the Association (defined herein), along with the Lakevista Single Family Estates Homeowners Association, Inc. ("Lakevista Single Family Estates Association") and the Lakevista Twindominium Estates Homeowners Association, Inc. ("Lakevista Twindominium Association"), Outlot 1 and Outlot 2, along with any other common areas of Lakevista Estates (collectively, the "Common Areas"), free and clear of all mortgages and encumbrances, excepting those easements and restrictions of record, and those easements and restrictions provided for herein, and such other matters affecting title as may presently exist other than liens or mortgages. Declarant shall have the right of use the Common Areas during the construction and sales period, whether before or after conveyance thereof to the Association, as may be reasonably necessary to erect buildings upon the Lots and to effect the sale of the same.

2. **General Purpose.** The Declarant desires to develop Lakevista North Estates as single-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Lakevista North Estates for the use and enjoyment of property owners; to encourage the construction of attractive improvements in appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the entry treatment, utilities, drainage and storm water ponds; and in general to provide adequately for a type and quality of improvements in Lakevista North Estates which will mutually benefit all present and future Lot owners in Lakevista North Estates.

3. **Residential Use.** Each Lot shall be used for the construction of a single-family residence and related improvements authorized by this Declaration. No portion of a Lot may be used for any business or commercial purpose with the exception of a home office; provided such home office does not create business traffic within Lakevista Estates, and that there is no signage other than the signage authorized hereunder and the office is not used for meetings with clients, customers or other persons for business purposes. This Paragraph shall not apply to any Outlot or Lot used for storm water detention or retention purposes.

4. **Dwelling Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall be not less than a ranch style residence, 1,350 square feet. A ranch style residence with a walk-out basement is permitted, but the floor area of the lower level shall not be counted for the purpose of this restriction.

5. **Garages.** The construction of each residence shall include not less than a standard two (2) car attached garage. No garage may be more than thirty-six (36) feet in width and must be constructed at the same time as the residence.

6. **Storage Buildings.** No temporary or permanent buildings shall be located on a Lot, except a single-family residence with an attached garage.

7. **Exterior of Buildings.** Any natural wood on the exterior of a residence (with the exception of cedar shake shingles) shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of the residence. No natural weathering exterior material, log or log siding shall be installed on any residence. No texture 1-11 hardboard or similar siding is permitted on any residence. The roof pitch of each residence shall be 5-12 or greater and all chimneys and exterior flues shall be enclosed. Any roof color other than an earth tone and any roof material other than asphalt or fiberglass shingles shall require the approval of the Architectural Control Committee. A minimum of twenty percent (20%) of the front of each residence, excluding doors and windows shall consist of brick, stone, no-maintenance shake or another similar material approved by the Architectural Control Committee.

8. **Fences.** No fence shall be constructed on any Lot.

9. **Location of Residence and Improvements.** The location of the residence and any other authorized improvements on the Lot shall comply with all setback requirements shown on the plat and imposed by applicable ordinances and regulations, unless a variance is received from the Architectural Control Committee and each municipality having zoning jurisdiction over the Lot.

10. **Pet Shelters.** Any dog, cat or similar pet shelters shall be located within the garage attached to the residence.

11. **Driveways and Approaches.** All driveways shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the residence. An asphalt approach connecting the driveway to the finished street shall be installed within six (6) months after the installation of the finished street. A driveway culvert shall be installed under each driveway. The driveway culvert shall be sized in accordance with the approved drainage plan for the subdivision and shall have apron end section on each end.

12. **Antennas, Satellite Dishes and Other Equipment.** No ham radio antennas, radio towers or similar equipment shall be permitted on any Lot. No satellite television dish shall be located on any Lot, except one (1) satellite dish not exceeding twenty (20) inches in diameter installed as part of the residence. Said dish may not be in the front yard.

13. **Alternative Energy Devices.** No alternative energy devices, such as solar panels or sun collection devises, windmills or vertical wind turbans shall be allowed on any Lot.

14. **Above-Ground Pools/Spas**. No above-ground pools shall be permitted without the prior written approval of the Architectural Control Committee. An outside whirlpool tub or spa on a deck or patio adjacent to the residence is permitted.

15. **Completion of the Residence**. The residence shall be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one (1) year from the commencement of construction. The residence shall be deemed to be completed when a final permit has been issued by the municipality having jurisdiction over the construction of the residence. A copy of the final permit shall be filed with the Architectural Control Committee to evidence compliance with this requirement. Lot owners are responsible for any damage to the streets, curbs, gutters and/or street trees caused by the Lot owner's contractor and for ensuring that the contractor consistently maintains the Lot and street areas free of waste and debris during construction.

16. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on any Lot or proposed Lot with the subdivision designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant. Small berms may be constructed on the Lot; provided that they do not interfere with drainage.

17. **Weed Control.** Prior to the installation of the lawn on the Lot, the Lot shall be mowed at least two (2) times per year. One of the mandatory mowings shall be between June 1st and June 15th and the second mandatory mowing shall be between August 1st and August 15th. Additionally, the Lot shall be maintained in compliance with Town of Algoma ordinances.

18. **Landscaping.** All Lots shall be graded immediately upon completion of construction of a residence and the grade shall thereafter be maintained to comply with the comprehensive grading plan for Lakevista Estates. The landscaping of each Lot shall be complete no more than twelve (12) months after the residence on the Lot is complete. All greenspace on the Lot must be landscaped using standard residential landscaping material and a conventional grass lawn. No natural areas shall be permitted, except existing wooded areas and other natural areas approved by the Architectural Control Committee. At least four (4) shade trees with a minimum diameter of at least two (2) inches shall be retained on the Lot or planted within the time period specified above. At least two (2) of the trees must be located between the residence and the street.

19. **Exterior Maintenance.** The owner of the Lot shall maintain the exterior of the residence and all driveways and sidewalks in a good state of repair and shall properly maintain all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the Lot. No yard waste shall be placed on any Lot, Outlot or Common Areas. The owner of the Lot shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into any wetland or navigable waterway.

The Association shall enter into contracts for snow removal and lawncare for all Lots in the Association subject to reimbursement through assessments as provided for herein.

20. **Architectural Review.** In order to maintain the integrity and aesthetics of Lakevista North Estates, all building plans for any residence or other permitted improvement including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the Architectural Control Committee and the Architectural Control Committee shall have approved the same in writing prior to Lot owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, decks, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Lakevista North Estates are subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee's approval of building design, square footage, building location, and any other restriction influencing the integrity and aesthetics of Lakevista North Estates shall be based upon the building and use restrictions contained in this Declaration and such guidelines as may be adopted from time-to-time by the Declarant at Declarant's reasonable discretion. The Architectural Control Committee shall have the right to withhold exterior design, material and minimum square footage approval if the design is too similar in appearance or does not aesthetically conform with the other buildings in close proximity, it being the intent of the Architectural Control Committee to maintain diversity in appearance and design in Lakevista North Estates. Prior to application for a building permit, each Lot owner shall submit the following documents to the Lake View North Estates Architectural Control Committee c/o Randall Schmiedel and Eric Hoffmann, 230 Ohio Street, Suite 200, Oshkosh, WI 54902:

    a. Three (3) sets of drawings of the proposed residence showing, at a minimum: floor plans, elevations of all sides of the residence, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of the residence on the Lot;

    b. Three (3) sets of the proposed grading and landscaping plans for the Lot;

    c. A plat of survey showing the location of the home, driveways, and any other improvements to be made on the Lot to scale with dimensions and setback distances shown;

    d. Three (3) sets of architectural specifications for the above; and

    e. The address for mailing the written determination of the Architectural Control Committee.

All submissions shall contain sufficient detail as may be required by the Architectural Control Committee. The Architectural Control Committee shall review the plans submitted within thirty (30) days and render its written approval or rejection.

21. **Easements and Storm Water Detention Facilities.**

a. Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat for Lakevista Estates or created by recorded easement agreements. In addition, easements for installation of cable TV, telephone, easements required by the governing municipality and other necessary utilities are reserved as shown on the recorded plat. No permanent structure shall be placed within the easement areas. The easement area of each Lot shall be maintained continuously by the Lot owner. Declarant and/or Association or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within the Lakevista Estates the entry treatment at their respective locations, and is granted reasonable access for the purpose of maintenance of the same.

b. The storm water detention facilities and drainage ways located within Lakevista North Estates (and adjoining property by easement rights) are owned by the Association (in conjunction with the Lakevista North Association and the Lakevista Twindominium Association and are part of the approved storm water drainage plan (the "Storm Water Detention Facilities"). The Association (in conjunction with the Lakevista Single Family Estates Association and the Lakevista Twindominium Association) shall be responsible for the maintenance of the Storm Water Detention Facilities to insure the facilities are able to operate in accordance with the approved drainage plan. In addition, the Association shall be responsible for compliance with the following, to which each Lot in Lakevista Estates is subject to: (1) the Town of Algoma ordinances, and (2) all recorded storm water and drainage easements.

c. Upon failure of the Association(s) to perform the maintenance, repair or replacement of the Storm Water Detention Facilities, the Town of Algoma shall have the unqualified right to enter upon the Storm Water Detention Facilities, including Outlot 1 and Outlot 2, for inspection, maintenance or repair of the same, but has no duty or obligation to perform any of these actions. If the Town of Algoma exercises this right and performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities shall be charged to the Association(s) and if not timely paid, may be assessed to the Lot owners or unit owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).

d. There shall be no swimming or wading within, depositing of organic materials, animals or other materials that could inhibit the facilities into, or use of any motorized floating or navigation upon any of the Storm Water Detention Facilities. Neither the Developer nor the Association shall be liable for costs, expenses, damages or injury incurred by anyone who violates these restrictions. Lot owners are solely responsible for abiding by all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their guests or invitees.

22. **Underground Utilities.** All gas, electrical, telephone, television and other utilities lines or cables serving the Lots and the improvements located therein shall be laid underground.

23. **Signs.** No signs of any kind shall be displayed to the public view, except (a) signs used by the Declarant or its realtor to advertise the sale of Lots; (b) signs used by a builder to advertise newly constructed residences for sale; (c) one sign of not more than eight (8) square feet used by the owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale; or (d) signs created and installed by the Declarant at the entryway to Lakevista Estates and Lakevista North Estates.

24. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

25. **Burning Restriction.** No burning garbage or other refuse shall be permitted on any Lot, Outlot or Common Areas. The owner of a Lot may have a recreational fire on the Lot in a properly designed fire pit or fire container. The owner of a Lot may not have a fire on any Outlot, Common Areas or Lot not owned by that owner. All authorized burning on a Lot shall comply with any regulations or requirements established by the Architectural Control Committee and the municipality having jurisdiction over the Lot. The owner of a Lot shall be responsible for any damage caused by a fire originating on the Lot.

26. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a building. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the subdivision.

27. **Outside Storage of Certain Items Prohibited.** No construction or similar equipment; mobile home; motor home or recreational vehicle; camper; removable camper top; trailer; fishing shanty; boat on a trailer; personal water craft on a trailer; snowmobile on a trailer; movable boat lift or other item of similar nature shall be permitted on any Lot, except in the garage of the residence.

28. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of two (2) domestic animals (dogs, cats or other normal household pets) may be kept on any Lot, provided they are not kept, bred or maintained for any commercial purpose. All dogs shall be kept in the residence (including a pet shelter within the garage of the residence) or within the fenced animal yard authorized by this Declaration when not on a leash or otherwise under the direct control of the owner. The person responsible for the pet shall collect and properly dispose of all animal waste deposited by the pet, including animal waste deposited on any Lot, Outlot or Common Areas.

29. **Garbage/Recyclables.** Garbage that is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time and shall remain out of view from the street. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

30. **Additional Lots.** Any additional Lots created by the conversion of any outlot to a residential Lot or Lots shall also be subject to this Declaration, including without limitation, the provisions related to the Association and the power of the Association to levy assessments.

31. **Construction Deposit.** At the time of closing on a Lot, a construction deposit in the amount of One Thousand and 00/100 Dollars ($1,000.00) ("Construction Deposit") shall be collected from the Lot owner and held in an escrow account by Declarant. This Construction Deposit is required to assure compliance with the terms and conditions of this Declaration which deal with contractor cleanup, damage to street, curbs, or gutters, installation of the required items to the Lot and security that the owner and its contractors will take adequate measures to protect the Common Areas during the construction and landscape process. In the event the Lot owner is unable to obtain compliance of is contractors, fails to install the requisite Lot improvements, or damage occurs to the Common Areas, rendering cleanup, installation, repair or replacement necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Lot owner upon completion and first occupancy of the residence, within thirty (30) days of Lot owner's written request.

32. **Architectural Control Committee.**

    a. **Creation.** The Architectural Control Committee shall initially consist of two (2) persons: Randall Schmiedel and Eric Hoffmann. In the event of the death or resignation of any member of the Architectural Control Committee, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within Lakevista North Estates. It is the express intent of Declarant that it shall appoint all of the members of the Architectural Control Committee until its ownership of real estate in Lakevista North Estates is fully relinquished. After Declarants' ownership has been relinquished, all members of the Architectural Control Committee shall immediately resign, and an election shall be had by the Lot owners to nominate and elect three (3) new members of the Architectural Control Committee. Each Lot in Lakevista North Estates shall have one (1) vote, regardless of the number of Lot owners. A simple majority of votes cast shall elect each member of the Architectural Control Committee. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the Architectural Control Committee.

b. **Procedure.** Each Lot owner shall file all plans, specifications, and other materials for the approval of any improvements of any Lot with the office of the Declarant, for referral to the Architectural Control Committee. A response in writing setting forth the decision of the Architectural Control Committee and reasons thereof shall thereafter be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the plans, specifications, and other materials by the Lot owner. Builders and/or Lot owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event the Architectural Control Committee fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in this Declaration, approval shall be deemed granted.

33. **Property Owners Association.**

a. **Creation and Purposes.** The Lakevista North Estates Homeowners Association, Inc. (hereinafter referred to as the "Association") is hereby created and shall be an incorporated association of the Lot owners in Lakevista North Estates for the purpose of:

i. Maintaining and promoting the desired character of Lakevista Estates.

ii. Managing, maintaining and controlling Common Areas for the purpose of preserving wetlands, open space and trees, the managing and maintaining drainage and storm water pursuant to recorded storm water and drainage easements, and for the managing, maintaining and controlling of storm water detention areas as provided herein.

iii. Managing, maintaining and controlling the entry treatment on Leonard Point Road or future entry treatments placed at any other future entry locations within Lakevista Estates.

iv. Managing, maintaining and controlling contracts for lawncare and snow removal for all Lots in Lakevista North Estates.

b. **Initial Board/Term.** The Association shall be governed initially by a two (2) member Board of Directors, hereinafter referred to as the "Board", which shall be solely responsible for the activities of the Association. The initial members of the Board have been appointed by the Declarant and shall be Randall Schmiedel and Eric Hoffmann. Within three months of the date ninety-five percent (95%) of the existing Lots in Lakevista North Estates have been sold, the Declarant appointed members of the Board shall be replaced with three (3) Lot owners elected by a vote of the Lot owners, increasing the size of the Board to three (3) members. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time prior to the time Declarant owns less than ninety-five (95%) of the Lots in Lakevista North Estates. After the

initial term, the term of office of each Board member shall be two (2) years from the date of election. If any Board member shall die, resign, be unable to act or cease to be qualified, the unexpired term of such Board member shall be filled by special election of the Association.

c. **Membership and Voting**. Declarant and every Lot owner in Lakevista North Estates shall be a member of the Association. Each Lot shall represent only one (1) vote, whether the Lot is owned singularly or jointly. There shall be no fractional votes.

d. **Meetings.** All Board meetings shall be open to all Lot owners and shall be held upon not less than three (3) days prior written notice to all of the Lot owners. A majority of the Board members shall constitute a quorum. Actions of the Board shall be taken by majority vote. The Board shall call a meeting for all the Lot owners of the Association no less than once per calendar year.

e. **Board Duties.** The Board shall have the following duties:

   i. To provide for the maintenance of the entry treatment(s);

   ii. To provide for lawncare and snow removal;

   iii. To establish dates and procedures for the election of Board members;

   iv. To promulgate operational procedures for the conduct of Association and Board business;

   v. To enforce the terms, conditions and restrictions contained in this Declaration and recorded documents affecting Lakevista North Estates; and

   vi. To establish and maintain an Architectural Control Committee subsequent to the initial Architectural Control Committee established and controlled by the Declarant. Such Architectural Control Committee shall consist of two (2) persons appointed by the Board. No Lot owner of a vacant Lot (except for the Declarant) shall have the right to serve on the Architectural Control Committee. Upon the delegation of the Declarant's authority under this Declaration, the Architectural Control Committee shall have all the rights and obligations of the Declarant.

f. **Board Powers.** The Board shall have the following powers:

   i. To take such action as may be necessary to cause the entry treatments and Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

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

iii. To levy and collect assessments in accordance with the provisions of this Declaration; and

iv. To take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under this Declaration.

g. **Assessments.** The Board shall levy and collect assessments in accordance with the following:

i. Each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to the pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be all of the Lots in Lakevista North Estates. Said costs shall include, but not be limited to: taxes, insurance, repairs, plantings, replacements and additions to the improvements made to the Common Areas; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its business and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the power to levy a special assessment ("Special Assessment") against any individual Lot owner for the failure of such Lot owner to: maintain its Lot in accordance with the reasonable standard of Lakevista North Estates; and/or, to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessments are sometimes collectively referred to as "Assessments."

ii. Assessments related to the Storm Water Detention Facilities and entry treatments jointly owned with the Lakevista Single Family Estates Association and the Lakevista Twindominium Association shall be collected and delivered to the Lakevista North Association by the Board and the Lakevista North Association shall arrange for payment of the assessment. The pro rata share of the costs related to the Storm Water Detention Facilities and entry treatments of a Lot in the Lakevista North Association shall be a fraction, the numerator of which shall be the number of dwelling units on a Lot and the denominator of which shall be the total number of dwelling units in Lakevista Estates.

iii. Assessments shall be approved at a duly convened meeting of the Board.

iv. Written notice of an Assessment shall be personally delivered to each Lot owner or delivered by regular mail addressed to the last known address of such Lot owner.

v. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice.

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

vii. The Board may record a document with the Register of Deeds in Winnebago County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney's fees relating to any such document or the collection of an Assessment shall be borne by the respective Lot owner.

viii. Upon application by a Lot owner, any Board member may, without calling a Board meeting, provide to such Lot owner a statement in recordable form certifying (1) that the signer is duly elected or appointed Board member, and (2) as to the existence of any unpaid assessments or other amounts due the Association. Such statement shall be binding upon the Association 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.

ix. Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The delinquent Lot owner shall be responsible for all of the Association's costs in collecting the Assessments, including, but not limited to, attorney's fees.

h. **Limitations**. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Areas in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Board shall not have the power to make Additional Improvements costing in excess of Five Thousand and 00/100 Dollars ($5,000.00) without the consent of seventy percent (70%) of the then-current Lot owners.

i. **Board Liability.** Members of the Board shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistake of judgment or negligence. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses,

including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

j. **No Waiver**. Failure of the Association or the Board to enforce any term, covenant, condition or restriction contained in this Declaration, shall not be deemed to be a waiver of the right to do so or an acquiescence to that violation or any subsequent violation.

34. **General Provisions.**

a. **Duration of Declaration.** This Declaration and any amendments shall be in force for a term of twenty (20) years from the date the Declaration is recorded. Upon the expiration date of such initial twenty (20) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then current or extended term a Notice of Termination is executed by the Lot owners and mortgagees of at least seventy percent (70%) of all Lots in Lakevista North Estates, is consented to by the Town of Algoma and is thereafter recorded in the Office of the Register of Deeds of Winnebago County. In the event the Town does not consent to the termination, it will provide its reasons for doing so and allow the Lot owners and mortgagees the ability to address the Town's concerns.

b. **Storm Water Detention Facilities Obligations are Perpetual.** The obligations of the Association(s) to maintain, repair or replace the Storm Water Detention Facilities are perpetual and shall not be altered by the termination or amendment of this Declaration, unless the Town of Algoma agrees to the same in a recorded writing. In the event the Association dissolves or ceases to act, and the Town of Algoma performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities may be assessed to the Lot owners or unit owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).

c. **Binding Effect and Enforcement**. This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot owners. The Declarant, Association, or any Lot owner(s) shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot owner violating the terms, conditions or restrictions contained in this Declaration shall be personally liable for and shall reimburse all costs and expenses, including attorneys' fees, incurred by the Declarant, Association, or any other Lot Owner(s) in enforcing the terms, conditions and restrictions contained in this Declaration. Any Lot owner who causes or allows any improvement or improvements to be constructed, installed, placed or altered on its Lot without first obtaining the prior written approval of the Architectural Control Committee shall, at the Architectural Control Committee's discretion, be required to remove such improvement or improvements in their entirety at the Lot owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or Association.

d. **Amendment.** 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 Lot owners having at least seventy percent (70%) of the votes in the Association; however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot owner. In the event a proposed amendment to the Declaration alters the Storm Water Facilities in any way, consent of the Town of Algoma shall be required. 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 Winnebago County, Wisconsin.

e. **Effect on Mortgages**. All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the Lots in Lakevista North Estates. The terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.

f. **Declarant's Assignment of Rights and Duties to Association.** In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers, and duties herein to the Association. Such assignment shall be in writing and shall relieve and discharge Declarant from every duty assigned to the Association.

g. **Address Notification.** Each Lot owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in a United States Post Office, postage prepaid, and addressed to any Lot owner at the last address filed shall be sufficient and proper notice to the Lot owner whenever notices are required. Unless otherwise specified herein, all communications to Declarant shall be in writing and shall be forwarded to the attention of Randall Schmiedel or Eric Hoffmann at 230 Ohio Street, Suite 200, Oshkosh, WI 54902.

h. **Conflicts.** In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the Town of Algoma or any other governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

{signature page follows}

IN WITNESS WHEREOF: the undersigned has caused this Declaration to be executed on this _____ day of _____2019.

LAKEVIEW ESTATES, LLC

By:_____
Eric W. Hoffmann – Member

By:_____
Randall Schmiedel – Member

LAKEVISTA NORTH ESTATES
HOMEOWNERS ASSOCIATION, INC.

By:_____
Eric W. Hoffmann – Board Member

By:_____
Randall Schmiedel – Board Member

EXHIBIT A
PLAT OF LAKEVISTA ESTATES

EXHIBIT B
LEGAL DESCRIPTION

Document No.

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKEVISTA TWINDOMINIUM ESTATES

Return to and drafted by:

Jason J. Hirschberg
Hirschberg Law, LLC
601 Oregon Street, Suite A
Oshkosh, WI 54902

Parcel Number

THIS DECLARATION ("Declaration") is hereby made this _____ day of _____ _____, 2019 by Lakeview Estates, LLC, a Wisconsin limited liability company (hereinafter called the "Declarant") and the Lakevista Twindominium Estates Homeowners Association, Inc., a Wisconsin non-stock corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Paragraph 1 of this Declaration, and desires to subject said real property to the covenants, conditions, easements and restrictions hereinafter set forth, all of which are binding upon the real property described and each owner thereof and every other party having any interest therein, and such covenants, conditions, easements and restrictions shall inure to the benefit of and pass with said real property.

NOW THEREFORE, Declarant hereby declares that the real property described in and referred to in Paragraph 1 hereof is held, transferred, sold, conveyed, used and occupied subject to this Declaration.

1. **Property.** That portion of the real property described on the Plat of Lakevista Estates, consisting of Lots 51 through 67 (referred to herein individually as "Lot" or together as "Lots") (collectively, the "Property"). A copy of the Plat of Lakevista Estates is more particularly set forth on Exhibit A attached hereto and incorporated herein. The Property shall be held, transferred, sold, conveyed, used and occupied subject to this Declaration (hereinafter, "Lakevista Twindominium Estates"). Lakevista Twindominium Estates is legally described as set forth on Exhibit B attached hereto and incorporated herein. Prior to the first conveyance by the Declarant of any Lot of Lakevista Estates, Declarant shall convey equally to the Association (defined herein), along with the Lakevista North Homeowners Association, Inc. ("Lakevista North Association") and the Lakevista Single Family Estates Homeowners Association, Inc. ("Lakevista Single Family Estates Association"), Outlot 1 and Outlot 2, along with any other common areas of Lakevista Estates (collectively, the "Common Areas"), free and clear of all mortgages and encumbrances, excepting those easements and restrictions of record, and those easements and restrictions provided for herein, and such other matters affecting title as may presently exist other than liens or mortgages. Declarant shall have the right of use the Common Areas during the construction and sales period, whether before or after conveyance thereof to the Association, as may be reasonably necessary to erect buildings upon the Lots and to effect the sale of the same.

2. **General Purpose.** The Declarant desires to develop Lakevista Twindominium Estates as a two-family residential subdivision. As provided herein, the Declarant desires and intends to establish a general plan to ensure adequate and reasonable development of Lakevista Twindominium Estates for the use and enjoyment of property owners; to encourage the construction of attractive improvements in appropriate locations; to secure and maintain proper setbacks from streets and adequate free spaces between structures; to manage, repair and replace the entry treatment, utilities, drainage and storm water ponds; and in general to provide adequately for a type and quality of improvements in Lakevista Twindominium Estates which will mutually benefit all present and future Lot owners in Lakevista Twindominium Estates.

3. **Residential Use.** Each Lot shall be used for the construction of a two-family residence and related improvements authorized by this Declaration. A Lot owner may, with proper governmental authorizations, create a two unit condominium out of its Lot, or, if an owner owns more than one contiguous lot, a condominium with no more than two units per Lot. No portion of a Lot may be used for any business or commercial purpose with the exception of a home office; provided such home office does not create business traffic within Lakevista Estates, and that there is no signage other than the signage authorized hereunder and the office is not used for meetings with clients, customers or other persons for business purposes. This Paragraph shall not apply to any Outlot or Lot used for storm water detention or retention purposes.

4. **Dwelling Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall be not less than:

    a. Twindominiums will be a minimum of 2,300 square feet.

b. A raised ranch, split level or other residence with only one (1) elevation visible from the front or rear shall be oriented so one (1) elevation is visible from the front and two (2) elevations are visible from the rear.

5. **Garages.** The construction of each residence shall include not less than a standard two (2) car attached garage. No garage may be more than thirty-six (36) feet in width and must be constructed at the same time as the residence. The construction of each residence shall be completed in a manner that maintains the appearance of a single family home.

6. **Storage Buildings.** No temporary or permanent buildings shall be located on a Lot, except a single-family residence with an attached garage.

7. **Exterior of Buildings.** Any natural wood on the exterior of a residence (with the exception of cedar shake shingles) shall be stained with a non-transparent stain or painted within one (1) year of the commencement of the construction of the residence. No natural weathering exterior material, log or log siding shall be installed on any residence. No texture 1-11 hardboard or similar siding is permitted on any residence. The roof pitch of each residence shall be 5-12 or greater and all chimneys and exterior flues shall be enclosed. Any roof color other than an earth tone and any roof material other than asphalt or fiberglass shingles shall require the approval of the Architectural Control Committee. A minimum of twenty percent (20%) of the front of each residence, excluding doors and windows shall consist of brick, stone, no-maintenance shake or another similar material approved by the Architectural Control Committee.

8. **Fences.** No fence shall be constructed on any Lot except for the following:

   a. Ornamental fences such as a split rail, picket and post and rail, no more than four (4) feet in height and incorporated with landscaping.
   b. Chain link or solid wood fences no more than four (4) feet in height, located at least twenty-five (25) feet from the rear Lot line, twenty-five (25) feet from the side Lot line adjacent to the street on a corner Lot and four (4) feet from all other side Lot lines. Fences in the rear yard shall not extend more than eight (8) feet beyond the extended line of the side of the residence. Chain link fences must be green or black vinyl coated with no substitutes.
   c. Chain link or solid wood fences approved by the Architectural Control Committee surrounding an in-ground swimming pool. Chain link fences permitted under this Paragraph must be vinyl coated with no substitutes.
   d. Chain link or solid wood fences no more than seven (7) feet in height surrounding an animal yard adjacent to an animal shelter in the garage of the residence. The animal yard shall have an area no larger than one hundred twenty (120) square feet.

9. **Location of Residence and Improvements.** The location of the residence and any other authorized improvements on the Lot shall comply with all setback requirements shown on the plat and imposed by applicable ordinances and regulations, unless a

variance is received from the Architectural Control Committee and each municipality having zoning jurisdiction over the Lot.

10. **Pet Shelters.** Any dog, cat or similar pet shelters shall be located within the garage attached to the residence.

11. **Driveways and Approaches.** All driveways shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the residence. An asphalt approach connecting the driveway to the finished street shall be installed within six (6) months after the installation of the finished street. A driveway culvert shall be installed under each driveway. The driveway culvert shall be sized in accordance with the approved drainage plan for the subdivision and shall have apron end section on each end.

12. **Antennas, Satellite Dishes and Other Equipment.** No ham radio antennas, radio towers or similar equipment shall be permitted on any Lot. No satellite television dish shall be located on any Lot, except one (1) satellite dish not exceeding twenty (20) inches in diameter installed as part of the residence. Said dish may not be in the front yard.

13. **Alternative Energy Devices.** No alternative energy devices, such as solar panels or sun collection devises, windmills or vertical wind turbans shall be allowed on any Lot.

14. **Above-Ground Pools/Spas**. No above-ground pools shall be permitted without the prior written approval of the Architectural Control Committee. An outside whirlpool tub or spa on a deck or patio adjacent to the residence is permitted.

15. **Completion of the Residence**. The residence shall be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one (1) year from the commencement of construction. The residence shall be deemed to be completed when a final permit has been issued by the municipality having jurisdiction over the construction of the residence. A copy of the final permit shall be filed with the Architectural Control Committee to evidence compliance with this requirement. Lot owners are responsible for any damage to the streets, curbs, gutters and/or street trees caused by the Lot owner's contractor and for ensuring that the contractor consistently maintains the Lot and street areas free of waste and debris during construction.

16. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on any Lot or proposed Lot with the subdivision designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant. Small berms may be constructed on the Lot; provided that they do not interfere with drainage.

17. **Weed Control.** Prior to the installation of the lawn on the Lot, the Lot shall be mowed at least two (2) times per year. One of the mandatory mowings shall be between June 1st and June 15th and the second mandatory mowing shall be between August 1st and

August 15th. Additionally, the Lot shall be maintained in compliance with Town of Algoma ordinances.

18. **Landscaping.** All Lots shall be graded immediately upon completion of construction of a residence and the grade shall thereafter be maintained to comply with the comprehensive grading plan for Lakevista Estates. The landscaping of each Lot shall be complete no more than twelve (12) months after the residence on the Lot is complete. All greenspace on the Lot must be landscaped using standard residential landscaping material and a conventional grass lawn. No natural areas shall be permitted, except existing wooded areas and other natural areas approved by the Architectural Control Committee. At least four (4) shade trees with a minimum diameter of at least two (2) inches shall be retained on the Lot or planted within the time period specified above. At least two (2) of the trees must be located between the residence and the street.

19. **Exterior Maintenance.** The owner of the Lot shall maintain the exterior of the residence and all driveways and sidewalks in a good state of repair and shall properly maintain all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the Lot. No yard waste shall be placed on any Lot, Outlot or Common Areas. The owner of the Lot shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into any wetland or navigable waterway.

    The Association shall enter into contracts for lawncare for all Lots in the Association subject to reimbursement through assessments as provided for herein.

20. **Architectural Review.** In order to maintain the integrity and aesthetics of Lakevista Twindominium Estates, all building plans for any residence or other permitted improvement including, but not limited to, the exterior design and color of each building to be constructed, and all yard grades and stakeout surveys showing erosion control measures shall be submitted to the Architectural Control Committee and the Architectural Control Committee shall have approved the same in writing prior to Lot owner (or its agents or contractors) submitting an application for a building permit. In addition, landscape plans and basic site features such as fences, decks, additions and other temporary or permanent structures or elements contributing significantly to the total environmental and aesthetic effect of Lakevista Twindominium Estates are subject to the prior written approval of the Architectural Control Committee. The Architectural Control Committee's approval of building design, square footage, building location, and any other restriction influencing the integrity and aesthetics of Lakevista Twindominium Estates shall be based upon the building and use restrictions contained in this Declaration and such guidelines as may be adopted from time-to-time by the Declarant at Declarant's reasonable discretion. The Architectural Control Committee shall have the right to withhold exterior design, material and minimum square footage approval if the design is too similar in appearance or does not aesthetically conform with the other buildings in close proximity, it being the intent of the Architectural Control Committee to maintain diversity in appearance and design in Lakevista Twindominium Estates. Prior to application for a building permit, each Lot owner shall submit the following documents

to the Lake View Twindominium Estates Architectural Control Committee c/o Randall Schmiedel and Eric Hoffmann, 230 Ohio Street, Suite 200, Oshkosh, WI 54902:

a. Three (3) sets of drawings of the proposed residence showing, at a minimum: floor plans, elevations of all sides of the residence, exterior finishes, exterior colors (with color samples), roofing type (with color samples), landscaping, driveway location and size, exact location of the residence on the Lot;

b. Three (3) sets of the proposed grading and landscaping plans for the Lot;

c. A plat of survey showing the location of the home, driveways, and any other improvements to be made on the Lot to scale with dimensions and setback distances shown;

d. Three (3) sets of architectural specifications for the above; and

e. The address for mailing the written determination of the Architectural Control Committee.

All submissions shall contain sufficient detail as may be required by the Architectural Control Committee. The Architectural Control Committee shall review the plans submitted within thirty (30) days and render its written approval or rejection.

21. **Easements and Storm Water Detention Facilities.**

a. Declarant reserves all easements for installation and maintenance of utilities and drainage facilities as shown on the recorded plat for Lakevista Estates or created by recorded easement agreements. In addition, easements for installation of cable TV, telephone, easements required by the governing municipality and other necessary utilities are reserved as shown on the recorded plat. No permanent structure shall be placed within the easement areas. The easement area of each Lot shall be maintained continuously by the Lot owner. Declarant and/or Association or its authorized agents or subcontractors are granted a perpetual right to construct, maintain, and replace within the Lakevista Estates the entry treatment at their respective locations, and is granted reasonable access for the purpose of maintenance of the same.

b. The storm water detention facilities and drainage ways located within Lakevista Twindominium Estates (and adjoining property by easement rights) are owned by the Association (in conjunction with the Lakevista North Association and the Lakevista Single Family Estates Association and are part of the approved storm water drainage plan (the "Storm Water Detention Facilities"). The Association (in conjunction with the Lakevista North Association and the Lakevista Single Family Estates Association) shall be responsible for the maintenance of the Storm Water Detention Facilities to insure the facilities are able to operate in accordance with the approved drainage plan. In addition, the Association shall be responsible for compliance with the following, to which each Lot in Lakevista Estates is subject

to: (1) the Town of Algoma ordinances, and (2) all recorded storm water and drainage easements.

c. Upon failure of the Association(s) to perform the maintenance, repair or replacement of the Storm Water Detention Facilities, the Town of Algoma shall have the unqualified right to enter upon the Storm Water Detention Facilities, including Outlot 1 and Outlot 2, for inspection, maintenance or repair of the same, but has no duty or obligation to perform any of these actions. If the Town of Algoma exercises this right and performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities shall be charged to the Association(s) and if not timely paid, may be assessed the Lot owners or unit owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).

d. There shall be no swimming or wading within, depositing of organic materials, animals or other materials that could inhibit the facilities into, or use of any motorized floating or navigation upon any of the Storm Water Detention Facilities. Neither the Developer nor the Association shall be liable for costs, expenses, damages or injury incurred by anyone who violates these restrictions. Lot owners are solely responsible for abiding by all covenants and restrictions and will bear any costs, or damages or restitution necessary because of the actions of their guests or invitees.

22. **Underground Utilities.** All gas, electrical, telephone, television and other utilities lines or cables serving the Lots and the improvements located therein shall be laid underground.

23. **Signs.** No signs of any kind shall be displayed to the public view, except (a) signs used by the Declarant or its realtor to advertise the sale of Lots; (b) signs used by a builder to advertise newly constructed residences for sale; (c) one sign of not more than eight (8) square feet used by the owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale or (d) signs created and installed by the Declarant at the entryway to Lakevista Estates and Lakevista North Estates.

24. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

25. **Burning Restriction.** No burning garbage or other refuse shall be permitted on any Lot, Outlot or Common Areas. The owner of a Lot may have a recreational fire on the Lot in a properly designed fire pit or fire container. The owner of a Lot may not have a fire on any Outlot, Common Areas or Lot not owned by that owner. All authorized burning on a Lot shall comply with any regulations or requirements established by the Architectural Control Committee and the municipality having jurisdiction over the Lot. The owner of a Lot shall be responsible for any damage caused by a fire originating on the Lot.

26. **Vehicle Restrictions.** No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a building. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the subdivision.

27. **Outside Storage of Certain Items Prohibited.** No construction or similar equipment; mobile home; motor home or recreational vehicle; camper; removable camper top; trailer; fishing shanty; boat on a trailer; personal water craft on a trailer; snowmobile on a trailer; movable boat lift or other item of similar nature shall be permitted on any Lot, except in the garage of the residence.

28. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a maximum of two (2) domestic animals (dogs, cats or other normal household pets) may be kept on any Lot, provided they are not kept, bred or maintained for any commercial purpose. All dogs shall be kept in the residence (including a pet shelter within the garage of the residence) or within the fenced animal yard authorized by this Declaration when not on a leash or otherwise under the direct control of the owner. The person responsible for the pet shall collect and properly dispose of all animal waste deposited by the pet, including animal waste deposited on any Lot, Outlot or Common Areas.

29. **Garbage/Recyclables.** Garbage that is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time and shall remain out of view from the street. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

30. **Additional Lots.** Any additional Lots created by the conversion of any outlot to a residential Lot or Lots shall also be subject to this Declaration, including without limitation, the provisions related to the Association and the power of the Association to levy assessments.

31. **Construction Deposit.** At the time of closing on a Lot, a construction deposit in the amount of One Thousand and 00/100 Dollars ($1,000.00) ("Construction Deposit") shall be collected from the Lot owner and held in an escrow account by Declarant. This Construction Deposit is required to assure compliance with the terms and conditions of this Declaration which deal with contractor cleanup, damage to street, curbs, or gutters, installation of the required items to the Lot and security that the owner and its contractors will take adequate measures to protect the Common Areas during the construction and landscape process. In the event the Lot owner is unable to obtain compliance of is contractors, fails to install the requisite Lot improvements, or damage occurs to the Common Areas, rendering cleanup, installation, repair or replacement

necessary by the Declarant, such costs will be deducted from the Construction Deposit. In the event that no deductions are made or there is a balance remaining after any deduction, the balance of the Construction Deposit shall be returned to the Lot owner upon completion and first occupancy of the residence, within thirty (30) days of Lot owner's written request.

32. **Architectural Control Committee.**

a. **Creation.** The Architectural Control Committee shall initially consist of two (2) persons: Randall Schmiedel and Eric Hoffmann. In the event of the death or resignation of any member of the Architectural Control Committee, Declarant shall have the right to designate a successor so long as Declarant shall own real estate within Lakevista Twindominium Estates. It is the express intent of Declarant that it shall appoint all of the members of the Architectural Control Committee until its ownership of real estate in Lakevista Twindominium Estates is fully relinquished. After Declarants' ownership has been relinquished, all members of the Architectural Control Committee shall immediately resign, and an election shall be had by the Lot owners to nominate and elect three (3) new members of the Architectural Control Committee. Each Lot in Lakevista Twindominium Estates shall have one (1) vote, regardless of the number of Lot owners. A simple majority of votes cast shall elect each member of the Architectural Control Committee. Declarant shall have the further right to increase the membership of and to fix rules of procedure for the Architectural Control Committee.

b. **Procedure.** Each Lot owner shall file all plans, specifications, and other materials for the approval of any improvements of any Lot with the office of the Declarant, for referral to the Architectural Control Committee. A response in writing setting forth the decision of the Architectural Control Committee and reasons thereof shall thereafter be transmitted to the applicant by the Architectural Control Committee within thirty (30) days after the date of filing the plans, specifications, and other materials by the Lot owner. Builders and/or Lot owners are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event the Architectural Control Committee fails to approve or disapprove in writing the proposed improvements within sixty (60) days after submission of the final plans, specifications and other material, as required in this Declaration, approval shall be deemed granted.

33. **Property Owners Association.**

a. **Creation and Purposes.** The Lakevista Twindominium Estates Homeowners Association, Inc. (hereinafter referred to as the "Association") is hereby created and shall be an incorporated association of the Lot owners in Lakevista Twindominium Estates for the purpose of:

i. Maintaining and promoting the desired character of Lakevista Estates.

ii. Managing, maintaining and controlling Common Areas for the purpose of preserving wetlands, open space and trees, the managing and maintaining drainage and storm water pursuant to recorded storm water and drainage easements, and for the managing, maintaining and controlling of storm water detention areas as provided herein.

iii. Managing, maintaining and controlling the entry treatment on Leonard Point Road or future entry treatments placed within Lakevista Estates.

iv. Managing, maintaining and controlling contracts for lawncare for all Lots in Lakevista Twindominium Estates.

b. **Initial Board/Term.** The Association shall be governed initially by a two (2) member Board of Directors, hereinafter referred to as the "Board", which shall be solely responsible for the activities of the Association. The initial members of the Board have been appointed by the Declarant and shall be Randall Schmiedel and Eric Hoffmann. Within three months of the date ninety-five percent (95%) of the existing Lots in Lakevista Twindominium Estates have been sold, the Declarant appointed members of the Board shall be replaced with three (3) Lot owners elected by a vote of the Lot owners, increasing the size of the Board to three (3) members. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time prior to the time Declarant owns less than ninety-five (95%) of the Lots in Lakevista Twindominium Estates. After the initial term, the term of office of each Board member shall be two (2) years from the date of election. If any Board member shall die, resign, be unable to act or cease to be qualified, the unexpired term of such Board member shall be filled by special election of the Association.

c. **Membership and Voting**. Declarant and every Lot owner in Lakevista Twindominium Estates shall be a member of the Association. Each Lot shall represent only one (1) vote, whether the Lot is owned singularly or jointly. There shall be no fractional votes.

d. **Meetings.** All Board meetings shall be open to all Lot owners and shall be held upon not less than three (3) days prior written notice to all of the Lot owners. A majority of the Board members shall constitute a quorum. Actions of the Board shall be taken by majority vote. The Board shall call a meeting for all the Lot owners of the Association no less than once per calendar year.

e. **Board Duties.** The Board shall have the following duties:

i. To provide for the maintenance of the entry treatment(s);

ii. To provide for lawncare;

iii. To establish dates and procedures for the election of Board members;

iv. To promulgate operational procedures for the conduct of Association and Board business;

v. To enforce the terms, conditions and restrictions contained in this Declaration and recorded documents affecting Lakevista Twindominium Estates; and

vi. To establish and maintain an Architectural Control Committee subsequent to the initial Architectural Control Committee established and controlled by the Declarant. Such Architectural Control Committee shall consist of two (2) persons appointed by the Board. No Lot owner of a vacant Lot (except for the Declarant) shall have the right to serve on the Architectural Control Committee. Upon the delegation of the Declarant's authority under this Declaration, the Architectural Control Committee shall have all the rights and obligations of the Declarant.

f. **Board Powers.** The Board shall have the following powers:

i. To take such action as may be necessary to cause the entry treatments and Common Areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean and attractive condition;

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

iii. To levy and collect assessments in accordance with the provisions of this Declaration; and

iv. To take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under this Declaration.

g. **Assessments.** The Board shall levy and collect assessments in accordance with the following:

i. Each Lot shall be subject to a general annual charge or assessment ("General Assessment") equal to the pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations hereunder. The pro rata share of a Lot shall be a fraction, the numerator of which shall be one and the denominator of which shall be all of the Lots in Lakevista Twindominium Estates. Said costs shall include, but not be limited to: taxes, insurance, repairs, plantings, replacements and additions to the improvements made to the Common Areas; equipment, materials, labor, management and supervision thereof; and all costs for the Association reasonably incurred in conducting its business and enforcing the terms, conditions and restrictions contained in this Declaration. The Board shall also have the

power to levy a special assessment ("Special Assessment") against any individual Lot owner for the failure of such Lot owner to: maintain its Lot in accordance with the reasonable standard of Lakevista Twindominium Estates; and/or, to comply with the terms, conditions and restrictions contained in this Declaration. General Assessments and Special Assessments are sometimes collectively referred to as "Assessments."

ii. Assessments related to the Storm Water Detention Facilities and entry treatments jointly owned with the Lakevista North Association and the Lakevista Single Family Estates Association shall be collected and delivered to the Lakevista North Association by the Board. The pro rata share of the costs related to the Storm Water Detention Facilities and entry treatments of a Lot in the Lakevista Twindominium Association shall be a fraction, the numerator of which shall be the number of dwelling units on a Lot and the denominator of which shall be the total number of dwelling units in Lakevista Estates.

iii. Assessments shall be approved at a duly convened meeting of the Board.

iv. Written notice of an Assessment shall be personally delivered to each Lot owner or delivered by regular mail addressed to the last known address of such Lot owner.

v. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice.

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

vii. The Board may record a document with the Register of Deeds in Winnebago County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorney's fees relating to any such document or the collection of an Assessment shall be borne by the respective Lot owner.

viii. Upon application by a Lot owner, any Board member may, without calling a Board meeting, provide to such Lot owner a statement in recordable form certifying (1) that the signer is duly elected or appointed Board member, and (2) as to the existence of any unpaid assessments or other amounts due the Association. Such statement shall be binding upon the

Association 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.

ix. Any lien for Assessments may be foreclosed by a suit brought by the Board, acting on behalf of the Association, in a like manner as the foreclosure of a mortgage on real property. The delinquent Lot owner shall be responsible for all of the Association's costs in collecting the Assessments, including, but not limited to, attorney's fees.

h. **Limitations**. During the initial term of the Board, the Board shall not have the power to make improvements to the Common Areas in addition to those in existence ("Additional Improvements") without the written approval of Declarant. After the initial term, the Board shall not have the power to make Additional Improvements costing in excess of Five Thousand and 00/100 Dollars ($5,000.00) without the consent of seventy percent (70%) of the then-current Lot owners.

i. **Board Liability.** Members of the Board shall not be liable for any action taken by them in the good faith discharge of their duties, even if such action involves a mistake of judgment or negligence. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

j. **No Waiver**. Failure of the Association or the Board to enforce any term, covenant, condition or restriction contained in this Declaration, shall not be deemed to be a waiver of the right to do so or an acquiescence to that violation or any subsequent violation.

34. **General Provisions.**

a. **Duration of Declaration.** This Declaration and any amendments shall be in force for a term of twenty (20) years from the date the Declaration is recorded. Upon the expiration date of such initial twenty (20) year term or any extended term as provided herein, this Declaration shall be automatically extended for a successive term of ten (10) years, unless prior to the end of the then current or extended term a Notice of Termination is executed by the Lot owners and mortgagees of at least seventy percent (70%) of all Lots in Lakevista Twindominium Estates, is consented to by the Town of Algoma and is thereafter recorded in the Office of the Register of Deeds of Winnebago County. In the event the Town does not consent to the termination, it will provide its reasons for doing so and allow the Lot owners and mortgagees the ability to address the Town's concerns.

b. **Storm Water Detention Facilities Obligations are Perpetual.** The obligations of the Association(s) to maintain, repair or replace the Storm Water Detention

Facilities are perpetual and shall not be altered by the termination or amendment of this Declaration, unless the Town of Algoma agrees to the same in a recorded writing. In the event the Association dissolves or ceases to act, and the Town of Algoma performs necessary maintenance, repair or replacement of the Storm Water Detention Facilities, the cost of such activities may be assessed to the Lot owners or unit owners as a special charge against real estate pursuant to Wis. Stat. §66.0627(2).

c. **Binding Effect and Enforcement**. This Declaration shall run with the land and bind Declarant, its successors, agents or assigns, Association, and any and all Lot owners. The Declarant, Association, or any Lot owner(s) shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Lot owner violating the terms, conditions or restrictions contained in this Declaration shall be personally liable for and shall reimburse all costs and expenses, including attorneys' fees, incurred by the Declarant, Association, or any other Lot Owner(s) in enforcing the terms, conditions and restrictions contained in this Declaration. Any Lot owner who causes or allows any improvement or improvements to be constructed, installed, placed or altered on its Lot without first obtaining the prior written approval of the Architectural Control Committee shall, at the Architectural Control Committee's discretion, be required to remove such improvement or improvements in their entirety at the Lot owner's expense. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or Association.

d. **Amendment.** 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 Lot owners having at least seventy percent (70%) of the votes in the Association; however, that any such action must also be approved in writing by the Declarant so long as it shall be a Lot owner. In the event a proposed amendment to the Declaration alters the Storm Water Facilities in any way, consent of the Town of Algoma shall be required. 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 Winnebago County, Wisconsin.

e. **Effect on Mortgages**. All covenants, liens and other provisions set forth in this Declaration shall be subject to and subordinate to all mortgages, land contracts or deeds of trust in the nature of a mortgage, encumbering any of the Lots in Lakevista Twindominium Estates. The terms of this Declaration shall not supersede or in any way reduce the security or affect the validity of any such mortgage, land contract or deed of trust in the nature of a mortgage.

f. **Declarant's Assignment of Rights and Duties to Association.** In its sole discretion, Declarant reserves the right to assign any or all of the rights, privileges, easements, powers, and duties herein to the Association. Such

assignment shall be in writing and shall relieve and discharge Declarant from every duty assigned to the Association.

g. **Address Notification.** Each Lot owner shall file their correct mailing address with the Declarant and/or the Association and shall notify the Declarant and/or Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in a United States Post Office, postage prepaid, and addressed to any Lot owner at the last address filed shall be sufficient and proper notice to the Lot owner whenever notices are required. Unless otherwise specified herein, all communications to Declarant shall be in writing and shall be forwarded to the attention of Randall Schmiedel or Eric Hoffmann at 230 Ohio Street, Suite 200, Oshkosh, WI 54902.

h. **Conflicts.** In the event any covenant or provision of this Declaration is in conflict with any law, regulation or ordinance of the Town of Algoma or any other governmental authority, such law, regulation or ordinance shall control and supersede said covenant or provision of this Declaration. All remaining covenants and provisions of this Declaration shall remain valid and in effect.

{signature page follows}

IN WITNESS WHEREOF: the undersigned has caused this Declaration to be executed on this _____ day of _____2019.

LAKEVIEW ESTATES, LLC

By:_____
Eric W. Hoffmann – Member

By:_____
Randall Schmiedel – Member

LAKEVISTA TWINDOMINIUM ESTATES HOMEOWNERS ASSOCIATION, INC.

By:_____
Eric W. Hoffmann – Board Member

By:_____
Randall Schmiedel – Board Member

EXHIBIT A
PLAT OF LAKEVISTA ESTATES

EXHIBIT B
LEGAL DESCRIPTION

ITEM 5: DISCUSSION AND POSSIBLE ACTION RE: WINNEBAGO COUNTY ZONING DEPARTMENT FOR TEXT AMENDMENT TO CHAPTER 16.05 HOLDING TANKS

GENERAL INFORMATION

Petitioner: Winnebago County Zoning Department
112 Otter Avenue, Oshkosh WI 54901

Action(s) Requested

Action 1: Petitioner is requesting a zoning ordinance amendment to further clarify the already existing Holding Tank section.

Applicable Provisions

Chapter 23: Town/County Zoning of the Winnebago County General Code (specifically Article 16.05 (1).

Item Description

Winnebago County is requesting an addition to the existing Holding Tank section of the Winnebago County Chapter 23 Town and County Zoning Code. This section regulates holding tanks and the proposed amendment further clarifies when a permit is required.

Specific language proposed includes:

Article 16.05 Section (1) (f):

The property or structure is located within a mapped active sanitary district or incorporated municipality where sewer has been installed but is not available to specific properties or structures within the development

ANALYSIS

Staff has reviewed the request and finds no issue with the proposed text amendment as stated.

RECOMMENDATION(S)

Administrator recommends approval of Item 5: Text Amendment to Chapter 16.05 Holding Tanks.

RESOLUTION
of the
Town Board of the Town of _____ ,
Winnebago County, Wisconsin

RE: Petition of Winnebago County for the proposed text and map amendment changes affecting the Winnebago County, Chapter 16.05, Sanitary Ordinance.

DESCRIPTION OF SUBJECT SITE:

Owner(s) of Property: Winnebago County
Applicant(s): Winnebago County Zoning Department

Location of Premises Affected: Multiple

EXPLANATION:
Applicant is requesting an amendment to the Winnebago County Sanitary Ordinance to add item (f) to Chapter 16.05 Holding Tanks: "Chapter 16.05(f) The property or structure served is located within a mapped active sanitary district or incoporated municipality where sewer has been installed but is not avialable to specific properties or structures located within the district"

RESOLVED, by the Town Board of the Town of _____ , Winnebago County, Wisconsin, that the above indicated proposed amendments to the Winnebago County Sanitary Ordinance, Chapter 16.05, be and the same is hereby

[ ] APPROVED [ ] DISAPPROVED Signed: _____

TOWN FINDINGS (REASONS):
1.

2.

3.

4.

5.

I, _____, Town Clerk of the above named town, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Town Board of the Town of .

DATED THIS _____ DAY OF_____ , 2019.

WINNEBAGO COUNTY PLANNING & ZONING DEPARTMENT

Date: 05/31/19

To Whom It May Concern:

Below is a Notice of Public Hearing being published in the Oshkosh Northwestern. The Notice presents a general description of a proposed action which is regulated by the Winnebago County Sanitary Ordinance. This application or petition for action affects area in the immediate vicinity of property which you own.

Notice of Public Hearing

The Planning & Zoning Committee of Winnebago County will hold a Public Hearing in the ***ROOM 120*** of the Winnebago County Administrative Building, 112 Otter Avenue, Oshkosh, Wisconsin, on ***Tuesday, July 30, 2019 at 6:30 p.m.*** to consider the following case:

DESCRIPTION OF SUBJECT SITE:

Owner(s) of Property: N/A

Applicant(s): Planning & Zoning Committee

Location of Premises Affected: N/A

EXPLANATION: Applicant is requesting an amendment to the Winnebago County Sanitary Ordinance to add item (f) to Chapter 16.05 Holding Tanks: "Chapter 16.05(f) The property or structure served is located within a mapped active sanitary district or incoporated municipality where sewer has been installed but is not avialable to specific properties or structures located within the district"

All interested persons wishing to be heard at the Public Hearing are invited to be present. For further detailed information concerning this notice, contact the Town Clerk or the Winnebago County Zoning Office.

WINNEBAGO COUNTY PLANNING & ZONING COMMITTEE

STAFF REPORT TO: Planning & Zoning Committee

Date: 5/31/19

FILE NUMBER:

SUBJECT: Text Amendment

I. **Explanation:** Applicant is requesting an amendment to the Winnebago County Sanitary Ordinance to add item (f) to Chapter 16.05 Holding Tanks: "Chapter 16.05(f) The property or structure served is located within a mapped active sanitary district or incoporated municipality where sewer has been installed but is not avialable to specific properties or structures located within the district".

II. **Geographic Background Information**

A. **Property Owner(s):** N/A

B. **Applicant(s) Name:** Planning & Zoning Committee

C. **Location:** N/A

III. **SECTION 16.05 OF THE SANITARY ORDINANCE.**

16.05 HOLDING TANKS

(1) **Sanitary Permit**: A sanitary permit for holding tank(s) shall be granted only if one or more of the following conditions exists, regardless of whether for new construction or replacement:

(a) The property is in a flood plain with no contiguous higher area.

(b) The soil survey of Winnebago County has the entire property mapped as an Udorthent soil type.

(c) The property has size limitations which prevent the installation of a soil absorption system.

(d) A soil test has been conducted on the property by a certified soil tester and all soil types on the property, as identified in the soil survey of Winnebago County, have been identified and verified by the certified soil tester to be unsuitable for any type of soil absorption system.

(e) The installation and use of holding tanks, or alternative systems as approved by Wisconsin Department of Commerce and Winnebago County, as a private sewage system for festival or event grounds are permitted regardless of whether there is a suitable site that allows for the installation of a private sewage system that provides onsite treatment and disposal of domestic wastewater. In addition to complying with all applicable provisions of the Wisconsin Administrative Code, the holding tank installation shall comply with the following:

(1) The festival or event shall provide evidence, typically in the form of ticket sales or recorded gate attendance, that the festival or event has exceeded an attendance of more than 100,000 for five (5) or more consecutive years.

(2) Grounds shall be owned, or bound by lease for ten (10) or more years, by the festival or event utilizing the grounds.

(3) Property owner shall provide written approval of the holding tanks or alternative system installation prior to permit issuance.

(4) Influent flows to the holding tank(s) shall be metered in accordance with Wis. Admin. Code Ch. 83.54(2)(d). The water meter shall include a remote reading device for each meter. The remote reader(s) shall be mounted in a conspicuous location on the exterior of the building(s) served by the holding tank(s) and shall have a numerical display of gallons used to the nearest 100 gallons.

(5) Inspection, evaluation, maintenance, and servicing reports, including water meter readings, shall be submitted to the Department within thirty (30) calendar days from the date of inspection, evaluation, maintenance, or servicing.

(6) Holding tanks shall be abandoned in accordance with Wis. Admin. Code Ch. 83.33 at the time the lease expires, the property is sold, or municipal sewer becomes available.

(7) Financial Security for Removal. For each tank installed, a minimum $5,000 (five thousand dollar) bond, letter of credit, or other similarly approved financial guarantee shall be filed with the County at the time of permit application and shall be maintained until the lease of the property expires, property is sold, municipal sewer becomes available, or at a time that is mutually agreed to by the applicant or owner and the County.

(f) ***The property or structure served is located within a mapped active sanitary district or incorporated municipality where sewer has been installed but is not available to specific properties or structures located within the district.***

(2) **Holding Tank Agreement:** Any property owner who applies for a sanitary permit for a holding tank(s) must first enter into a Holding Tank Agreement with the County. Holding Tank Agreements in effect within each town shall hereby be assigned to Winnebago County. A licensed staff member will sign the Holding Tank Agreement on behalf of the County.

(a) Holding Tank Agreement Conditions:

(1) The property owner shall enter into a Holding Tank Servicing Contract with a licensed pumper who shall be responsible for pumping out the holding tank(s) when required and disposing of the waste in accordance with Wis. Admin. Code Chapter NR 113.

(2) The property owner shall maintain the holding tank(s) so as to conform to all requirements of Wis. Adm. Code Chapter COMM 83 relating to holding tanks.

(3) The property owner shall properly maintain the holding tank(s) by notifying the contracted licensed pumper to have the holding tank(s) pumped out when the tank(s) are full. Holding Tank(s) that serve a structure that has seasonal or intermittent use shall be pumped out when full but no less than once during each calendar year.

(4) Where holding tank(s) are not properly maintained and are consequently causing a nuisance as described in Sec. 254.01(2) and 281.01(18) Wis. Stats., the County shall order the tank(s) to be maintained by a private contractor at the County's expense. The County shall then invoice the property owner for all such costs incurred. If the invoice is not paid within 30 days, the County shall place the amount on the tax roll as a special assessment against the property in question.

(5) The Holding Tank Agreement shall be recorded in the Winnebago County Register of Deeds Office prior to issuance of a sanitary permit.

(3) **Holding Tank Servicing Contract:** All owners of existing and future holding tank(s) shall enter into a Holding Tank Servicing Contract with a licensed pumper.

(a) Holding Tank Servicing Contract Conditions:

(1) The property owner shall permit the pumper to have access and enter upon the property for the purpose of servicing the holding tank(s).

ITEM 6: DISCUSSION AND POSSIBLE ACTION RE: WINNEBAGO COUNTY ZONING DEPARTMENT FOR TEXT AMENDMENT TO THE FLOODPLAIN ZONING CODE, CHAPTER 26

GENERAL INFORMATION

Petitioner: Winnebago County Zoning Department
112 Otter Avenue, Oshkosh WI 54901

Action(s) Requested

Action 1: Petitioner is requesting a zoning ordinance amendment to align floodplain zoning code with required FEMA regulations.

Applicable Provisions

Chapter 26: Floodplain Zoning Code of the Winnebago County General Code (specifically Section 26.3-2(35), 26.4-1(2), 26.4-2(4) & (5), 26.5-51)

Item Description

This item pertains to recent regulatory changes within the Federal Emergency Management Agency (FEMA). The primary focus is to align local rules and regulations with the required language outlined within federal guidelines.

ANALYSIS

Included within your packet is a notification letter dated April 15, 2019. Additional documentation provided by Winnebago County Zoning Department staff includes a description of the requested changes as well as justifications for each amendment. Staff has reviewed the request and finds no issue with the proposed text amendment as stated.

RECOMMENDATION(S)

Administrator recommends approval of Item 6: Text and map amendment to the Floodplain Zoning Code, Chapter 26.

RESOLUTION
of the
Town Board of the Town of , Winnebago County, Wisconsin

RE: Petition of Winnebago County
for the proposed text and map amendment changes affecting the Winnebago County, Chapter 26, Floodplain Zoning Code and the Official Map.

DESCRIPTION OF SUBJECT SITE:

Owner(s) of Property: Winnebago County
Applicant(s): Winnebago County Zoning Department

Location of Premises Affected: Multiple

EXPLANATION:
Applicant is requesting a Text and Map Amendment to the Floodplain Zoning Code, Chapter 26, of the Winnebago County General Code.

RESOLVED, by the Town Board of the Town of , Winnebago County, Wisconsin, that the above indicated proposed amendments to the Winnebago County Floodplain Zoning Code, Chapter 26, be and the same is hereby

[ ] APPROVED [ ] DISAPPROVED Signed: _____

TOWN FINDINGS (REASONS):
1.

2.

3.

4.

5.

I, , Town Clerk of the above named town, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Town Board of the Town of .

DATED THIS DAY OF JULY 2019.

WINNEBAGO COUNTY PLANNING & ZONING DEPARTMENT

Date: JULY, 2019

To Whom It May Concern:

Below is a Notice of Public Hearing being published in the Oshkosh Northwestern. The Notice presents a general description of a proposed action which is regulated by the Winnebago County Town/County Zoning Ordinance. This application or petition for action affects area in the immediate vicinity of property which you own.

Notice of Public Hearing

The Planning & Zoning Committee of Winnebago County will hold a Public Hearing on **7/30/2019** ***at 6:30 p.m.*** in Conference Room 120 of the County Administration Building located at 112 Otter Ave, Oshkosh, Wi. to consider the following case:

DESCRIPTION OF SUBJECT SITE:

Owner(s) of Property: NA

Applicant(s): Winnebago County Zoning Department

Location of Premises Affected: Multiple

EXPLANATION:

Applicant is requesting a Text and Map Amendment to the Floodplain Zoning Code, Chapter 26, of the Winnebago County General Code.

All interested persons wishing to be heard at the Public Hearing are invited to be present. For further detailed information concerning this notice, contact the Winnebago County Zoning Office where the application is available for viewing or on-line at:

https://www.co.winnebago.wi.us/county-clerk/meetings , July 30 Planning and Zoning meeting.

STAFF REPORT TO: Planning & Zoning Committee

Date: JULY, 2019

FILE NUMBER: 19-TA-002

SUBJECT: Text and Map Amendments

I. **Explanation:**
Applicant is requesting a Text and Map Amendment to the Floodplain Zoning Code, Chapter 26, of the Winnebago County General Code.

II. **Geographic Background Information**

A. **Property Owner(s):** Winnebago County

B. **Applicant(s) Name:** Winnebago County Zoning Department

C. **Location:** Multiple

III. **Chapter 26, FLOODPLAIN ZONING CODE.**

THE FOLLOWING INFORMATION HAS BEEN PROVIDED BY THE OWNER/APPLICANT

A. PROPOSED MAP AMENDMENT

See Letter of Map Revision (LOMR) for the Sawyer Creek Floodplain Study Effective March 27, 2019.

B. PROPOSED TEXT AMENDMENT:

Responses may be typed on a separate sheet and attached to this form. For each proposed text amendment, identify the section number (e.g., 23.7-1) to be revised and describe the proposed change and the reason(s) why you believe the change should be made.

B-1 Section Number: 26.3-2(35)

Proposed Change: Delete "floodplain" from definition so that flood storage is not only limited to areas within the floodplain.

Justification: Change must be made to accommodate the FEMA mandated adoption of the of the Letter of Map Revision (LOMR) for the Sawyer Creek Floodplain Study Effective March 27, 2019.

(additional proposed text amendments)

B-2 Section Number: 26.4-1(2)

Proposed Change: Delete and recreate to read "(2) Letter of Map Revision (LOMR) for the Sawyer Creek Floodplain Study Effective March 27, 2019."

Justification: Change must be made to accommodate the FEMA mandated adoption of the of the Letter of Map Revision (LOMR) for the Sawyer Creek Floodplain Study Effective March 27, 2019.

B-3 Section Number: 26.4-2(4) & (5)

Proposed Change: Delete and recreate to read "(4) The Flood Storage District (FSD) is that area where storage of floodwaters is calculated to reduce the regional flood discharge." Delete "(5) The Flood Storage District (FSD) is that area of the floodplain where storage of floodwaters is calculated to reduce the regional flood discharge."

Justification: Change must be made to accommodate the FEMA mandated adoption of the of the Letter of Map Revision (LOMR) for the Sawyer Creek Floodplain Study Effective March 27, 2019.

B-4 Section Number: 26.5-51

Proposed Change: Amend to read "Generally The flood storage district delineates areas where storage of floodwaters has been taken into account and is relied upon to reduce the regional flood discharge. The district protects the flood storage areas and assures that any development in the storage areas will not decrease the effective flood storage capacity which would cause higher flood elevations."

Justification: Change must be made to accommodate the FEMA mandated adoption of the of the Letter of Map Revision (LOMR) for the Sawyer Creek Floodplain Study Effective March 27, 2019.

Federal Emergency Management Agency

Washington, D.C. 20472

April 15, 2019

APR 23 2019

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
Case No.: 18-05-2015P

Mr. Mark Harris
Executive, Winnebago County
County Courthouse
415 Jackson Street
Oshkosh, WI 54901

Community Name: Winnebago County, WI
Community No.: 550537
FIRM Panel Affected: 55139C0215E,
55139C0310E,
55139C0330E

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Dear Mr. Harris:

In a Letter of Map Revision (LOMR) dated November 6, 2018 you were notified of proposed flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Winnebago County, Wisconsin. These determinations were for Sawyer Creek - from the confluence with Fox River to approximately 6,700 feet upstream of Clairville Road. The 90-day appeal period that was initiated on November 27, 2018 when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Flood Hazard Determinations in *The Oshkosh Northwestern* has elapsed.

FEMA received no valid requests for changes to the modified flood hazard information. Therefore, the modified flood hazard information for your community that became effective on March 27, 2019, remains valid and revises the FIRM and FIS report that was in effect prior to that date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified flood hazard information to carry out the floodplain management regulations for the NFIP. The modified flood hazard information will also be used to calculate the appropriate flood insurance premium rates for all new buildings and their contents and for the second layer of insurance on existing buildings and their contents.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please contact the Mitigation Division Director, FEMA Region V, in Chicago, Illinois, either by telephone at (312) 408-5500, or in writing at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.

If you have any questions regarding the LOMR, the proposed flood hazard determinations, or mapping issues in general, please call the FEMA Map Information eXchange, toll free, at (877) 336-2627 (877-FEMA MAP).

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

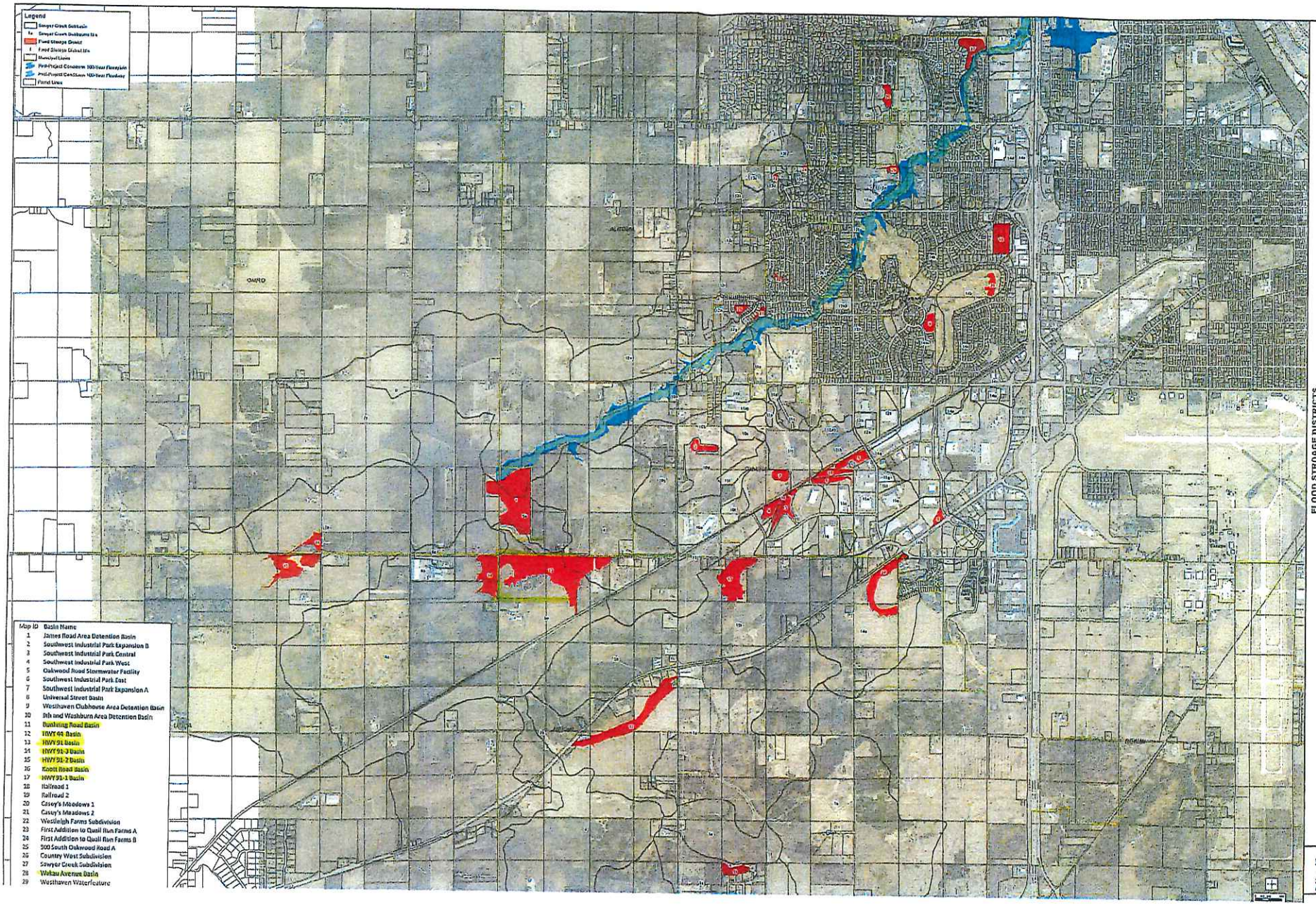
cc: The Honorable Steve Cummings
Mayor
City of Oshkosh

Ms. Cary Rowe
Zoning Administrator
Winnebago County

Mr. Jeffrey Nau
Associate Planner
City of Oshkosh

Ms. Michelle Staff, CFM
State NFIP Coordinator
Wisconsin Department of Natural Resources

Mr. Michael Williams, P.E.
Project Manager
Strand Associates, Inc.



FLOOD STROAGE DISTRICTS
POST-PROJECT CONDITIONS
SAWYER CREEK HYDROLOGY AND HYDRAULICS ANALYSIS
CITY OF OSHKOSH
WINNEBAGO COUNTY, WISCONSIN

FIGURE 8

Federal Emergency Management Agency

Washington, D.C. 20472

November 6, 2018

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
Case No.: 18-05-2015P
Community Name: Winnebago County, WI
Community No.: 550537
Effective Date of
This Revision: **March 27, 2019**

Mr. Mark Harris
Executive, Winnebago County
County Courthouse
415 Jackson Street
Oshkosh, WI 54901

Dear Mr. Harris:

The Flood Insurance Study Report and Flood Insurance Rate Map for your community have been revised by this Letter of Map Revision (LOMR). Please use the enclosed annotated map panel(s) revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals issued in your community.

Additional documents are enclosed which provide information regarding this LOMR. Please see the List of Enclosures below to determine which documents are included. Other attachments specific to this request may be included as referenced in the Determination Document. If you have any questions regarding floodplain management regulations for your community or the National Flood Insurance Program (NFIP) in general, please contact the Consultation Coordination Officer for your community. If you have any technical questions regarding this LOMR, please contact the Director, Mitigation Division of the Department of Homeland Security's Federal Emergency Management Agency (FEMA) in Chicago, Illinois, at (312) 408-5500, or the FEMA Map Information eXchange (FMIX) toll free at 1-877-336-2627 (1-877-FEMA MAP). Additional information about the NFIP is available on our website at http://www.fema.gov/business/nfip.

Sincerely,

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

List of Enclosures:

Letter of Map Revision Determination Document
Annotated Flood Insurance Rate Map
Annotated Flood Insurance Study Report

cc: The Honorable Steve Cummings
Mayor
City of Oshkosh

Ms. Cary Rowe
Zoning Administrator
Winnebago County

Mr. Jeffrey Nau
Associate Planner
City of Oshkosh

Ms. Michelle Staff, CFM
State NFIP Coordinator
Wisconsin Department of Natural Resources

Mr. Michael Williams, P.E.
Project Manager
Strand Associates, Inc.

Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT

COMMUNITY AND REVISION INFORMATION		PROJECT DESCRIPTION	BASIS OF REQUEST
COMMUNITY	Winnebago County Wisconsin (Unincorporated Areas)	BRIDGE CHANNELIZATION DETENTION BASIN	BASE MAP CHANGES FLOODWAY HYDRAULIC ANALYSIS HYDROLOGIC ANALYSIS NEW TOPOGRAPHIC DATA
	COMMUNITY NO.: 550537		
IDENTIFIER	Sawyer Creek	APPROXIMATE LATITUDE & LONGITUDE: 44.001, -88.611 SOURCE: USGS QUADRANGLE DATUM: NAD 83	

ANNOTATED MAPPING ENCLOSURES	ANNOTATED STUDY ENCLOSURES
TYPE: FIRM* NO.: 55139C0215E DATE: March 17, 2003 TYPE: FIRM NO.: 55139C0310E DATE: March 17, 2003 TYPE: FIRM NO.: 55139C0330E DATE: March 17, 2003	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: March 17, 2003 PROFILES: 31P, 32P, AND 33P FLOODWAY DATA TABLE: 5 SUMMARY OF DISCHARGES TABLE: 3

Enclosures reflect changes to flooding sources affected by this revision.
* FIRM - Flood Insurance Rate Map

FLOODING SOURCE(S) & REVISED REACH(ES)

Sawyer Creek - From the confluence with Fox River to approximately 6,700 feet upstream of Clairville Road

SUMMARY OF REVISIONS

Flooding Source	Effective Flooding	Revised Flooding	Increases	Decreases
Sawyer Creek	Zone AE	Zone AE	YES	YES
	Zone X (shaded)	Zone X (shaded)	YES	YES
	BFEs*	BFEs	YES	YES
	Floodway	Floodway	YES	YES

* BFEs - Base Flood Elevations

DETERMINATION

This document provides the determination from the Department of Homeland Security's Federal Emergency Management Agency (FEMA) regarding a request for a Letter of Map Revision (LOMR) for the area described above. Using the information submitted, we have determined that a revision to the flood hazards depicted in the Flood Insurance Study (FIS) report and/or National Flood Insurance Program (NFIP) map is warranted. This document revises the effective NFIP map, as indicated in the attached documentation. Please use the enclosed annotated map panels revised by this LOMR for floodplain management purposes and for all flood insurance policies and renewals in your community.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

OTHER COMMUNITIES AFFECTED BY THIS REVISION

CID Number: 550511 **Name:** City of Oshkosh, Wisconsin

AFFECTED MAP PANELS	AFFECTED PORTIONS OF THE FLOOD INSURANCE STUDY REPORT
TYPE: FIRM* NO.: 55139C0215E DATE: March 17, 2003 TYPE: FIRM NO.: 55139C0310E DATE: March 17, 2003 TYPE: FIRM NO.: 55139C0330E DATE: March 17, 2003	DATE OF EFFECTIVE FLOOD INSURANCE STUDY: March 17, 2003 PROFILES: 31P, 32P, AND 33P FLOODWAY DATA TABLE: 5 SUMMARY OF DISCHARGES TABLE: 3

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

COMMUNITY INFORMATION

APPLICABLE NFIP REGULATIONS/COMMUNITY OBLIGATION

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management regulations that meet or exceed NFIP criteria. These criteria, including adoption of the FIS report and FIRM, and the modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State/Commonwealth or local requirements to which the regulations apply.

We provide the floodway designation to your community as a tool to regulate floodplain development. Therefore, the floodway revision we have described in this letter, while acceptable to us, must also be acceptable to your community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations.

NFIP regulations Subparagraph 60.3(b)(7) requires communities to ensure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained. This provision is incorporated into your community's existing floodplain management ordinances; therefore, responsibility for maintenance of the altered or relocated watercourse, including any related appurtenances such as bridges, culverts, and other drainage structures, rests with your community. We may request that your community submit a description and schedule of maintenance activities necessary to ensure this requirement.

COMMUNITY REMINDERS

We based this determination on the 1-percent-annual-chance discharges computed in the submitted hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and could, therefore, indicate that greater flood hazards exist in this area.

Your community must regulate all proposed floodplain development and ensure that permits required by Federal and/or State/Commonwealth law have been obtained. State/Commonwealth or community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction or may limit development in floodplain areas. If your State/Commonwealth or community has adopted more restrictive or comprehensive floodplain management criteria, those criteria take precedence over the minimum NFIP requirements.

We will not print and distribute this LOMR to primary users, such as local insurance agents or mortgage lenders; instead, the community will serve as a repository for the new data. We encourage you to disseminate the information in this LOMR by preparing a news release for publication in your community's newspaper that describes the revision and explains how your community will provide the data and help interpret the NFIP maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION
DETERMINATION DOCUMENT (CONTINUED)

We have designated a Consultation Coordination Officer (CCO) to assist your community. The CCO will be the primary liaison between your community and FEMA. For information regarding your CCO, please contact:

Ms. Mary Beth Caruso
Director, Mitigation Division
Federal Emergency Management Agency, Region V
536 South Clark Street, Sixth Floor
Chicago, IL 60605
(312) 408-5500

STATUS OF THE COMMUNITY NFIP MAPS

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panels and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

Federal Emergency Management Agency
Washington, D.C. 20472

LETTER OF MAP REVISION DETERMINATION DOCUMENT (CONTINUED)

PUBLIC NOTIFICATION OF REVISION

A notice of changes will be published in the *Federal Register*. This information also will be published in your local newspaper on or about the dates listed below, and through FEMA's Flood Hazard Mapping website at https://www.floodmaps.fema.gov/fhm/bfe_status/bfe_main.asp

LOCAL NEWSPAPER
Name: *Oshkosh Northwestern*
Dates: November 20, 2018 and November 27, 2018

Within 90 days of the second publication in the local newspaper, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. Therefore, this letter will be effective only after the 90-day appeal period has elapsed and we have resolved any appeals that we receive during this appeal period. Until this LOMR is effective, the revised flood hazard determination presented in this LOMR may be changed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange toll free at 1-877-336-2627 (1-877-FEMA MAP) or by letter addressed to the LOMC Clearinghouse, 3601 Eisenhower Avenue, Suite 500, Alexandria, VA 22304-6426. Additional information about the NFIP is available on our website at http://www.fema.gov/nfip.

Patrick "Rick" F. Sacbibit, P.E., Branch Chief
Engineering Services Branch
Federal Insurance and Mitigation Administration

REVISED DATA

TABLE 3 – SUMMARY OF DISCHARGES - continued

FLOODING SOURCE AND LOCATION	DRAINAGE AREA (sq. miles)	PEAK DISCHARGES (cfs) 10-YEAR	50-YEAR	100-YEAR	500-YEAR
RUSH CREEK/WAUKAU CREEK (continued)					
Approximately 3,650 feet upstream of confluence of Eight Mile Creek	*	328	507	593	780
Approximately 6,550 feet downstream of Rush Lake	*	216	335	391	515
Approximately 4,100 feet downstream of Rush Lake	*	105	163	190	250
SAWYER CREEK					
At mouth	15.73	1,094	2,020	2,542	3,083
Downstream of Westfield Street	15.48	1,080	1,997	2,514	3,052
At U.S. Route 41	15.08	1,056	1,971	2,474	3,006
Upstream of Oakwood Road	11.54	881	1,572	2,042	2,555
Upstream of Clairville Road	9.21	746	1,306	1,714	2,152
At river mile 6.45	7.14	537	1,018	1,391	1,743
UNNAMED TRIBUTARY AT WILLOW HARBOR					
Downstream limit of study	6.58	525	940	1,150	1,735
UNNAMED TRIBUTARY ON LITTLE LAKE BUTTE DES MORTS					
Downstream limit of study	6.30	500	950	1,200	1,830
VANDYNE CREEK					
Downstream limit of study	12.23	750	1,375	1,700	2,580
WOLF RIVER					
Downstream limit of study	3,314	14,110	20,300	20,200	30,455
WOLF RIVER/LAKE BUTTE DES MORTS					
At southern corporate limits	3,314	14,110	20,300	20,200	30,455

*Data not available

The stillwater elevations have been determined for the 10-, 50-, 100-, and 500-year floods for all lakes studied by detailed methods and are summarized in Table 4, "Summary of Stillwater Elevations."

REVISED TO
REFLECT LOMR
EFFECTIVE: March 27, 2019

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER SURFACE ELEVATION (FEET NGVD)			
CROSS SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Sawyer Creek								
A	153	207	1748	1.5	749.8	748.8[2]	748.8	0.0
B	283	116	996	2.6	749.8	748.8[2]	748.8	0.0
C	618	126	1136	2.3	749.8	748.9[2]	748.9	0.0
D	1058	218	2306	1.1	749.8	749.1[2]	749.1	0.0
E	1433	185	1232	2.2	749.8	749.1[2]	749.1	0.0
F	1906	166	938	2.7	749.8	749.1[2]	749.1	0.0
G	2368	170	706	3.6	749.8	749.3[2]	749.3	0.0
H	2813	274	1211	2.2	749.8	749.7[2]	749.7	0.0
I	3403	199	681	3.8	749.9	749.9	749.9	0.0
J	4208	269	1415	2.6	750.8	750.8	750.8	0.0
K	4893	342	974	2.9	751.2	751.2	751.2	0.0
L	5368	184	1193	2.9	751.9	751.9	751.9	0.0
M	5953	85	471	5.7	753.9	753.9	753.9	0.0
N	6271	75	400	6.2	755.0	755.0	755.0	0.0
O	6612	82	454	5.5	756.3	756.3	756.3	0.0
P	6869	67	516	5.7	756.9	756.9	756.9	0.0
Q	7818	274	1313	1.9	758.1	758.1	758.1	0.0
R	9024	218	998	2.4	759.6	759.6	759.6	0.0
S	10,514	119	497	4.8	762.3	762.3	762.3	0.0

[1] Feet above confluence with Fox River
[2] Elevation computed without consideration of backwater effects from Fox River

REVISED DATA

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY

WINNEBAGO COUNTY, WI AND INCORPORATED AREAS

FLOODWAY DATA

SAWYER CREEK

REVISED TO REFLECT LOMR EFFECTIVE: March 27, 2019

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER SURFACE ELEVATION (FEET NGVD)			
CROSS SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Sawyer Creek (continued)								
T	11,914	108	466	5.1	765.8	765.8	765.8	0.0
U	12,155	82	442	5.7	766.3	766.3	766.3	0.0
V	13,585	341	1276	1.7	768.5	768.5	768.5	0.0
W	14,750	285	1122	1.9	769.6	769.6	769.6	0.0
X	16,420	238	878	2.5	771.5	771.5	771.5	0.0
Y	16,820	351	862	2.5	772.0	772.0	772.0	0.0
Z	17,127	162	764	3.6	773.1	773.1	773.1	0.0
AA	17,422	407	640	3.4	774.0	774.0	774.0	0.0
AB	17,982	289	744	2.8	775.0	775.0	775.0	0.0
AC	18,322	290	323	6.5	775.4	775.4	775.4	0.0
AD	19,002	126	787	4.3	778.7	778.7	778.7	0.0
AE	19,155	112	548	3.7	779.6	779.6	779.6	0.0
AF	20,075	236	876	2.5	781.5	781.5	781.5	0.0
AG	22,475	207	777	2.5	789.5	789.5	789.5	0.0
AH	26,305	238	576	3.0	796.3	796.3	796.3	0.0
AI	27,078	152	358	4.9	797.5	797.5	797.5	0.0
AJ	27,425	94	539	3.5	799.4	799.4	799.4	0.0

[1] Feet above confluence with Fox River

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY

WINNEBAGO COUNTY, WI AND INCORPORATED AREAS

FLOODWAY DATA

SAWYER CREEK

REVISED TO REFLECT LOMR EFFECTIVE: March 27, 2019

REVISED AREA

FLOODING SOURCE		FLOODWAY			BASE FLOOD WATER SURFACE ELEVATION (FEET NGVD)			
CROSS SECTION	DISTANCE[1]	WIDTH (FEET)	SECTION AREA (SQUARE FEET)	MEAN VELOCITY (FEET PER SECOND)	REGULATORY	WITHOUT FLOODWAY	WITH FLOODWAY	INCREASE
Sawyer Creek (continued)								
AK	28,439	163	570	3.2	801.2	801.2	801.2	0.0
AL	30,459	188	646	3.0	805.1	805.1	805.1	0.0
AM	32,179	161	482	3.2	808.4	808.4	808.4	0.0
AN	34,069	295	837	1.8	810.6	810.6	810.6	0.0

[1] Feet above confluence with Fox River

TABLE 5

FEDERAL EMERGENCY MANAGEMENT AGENCY

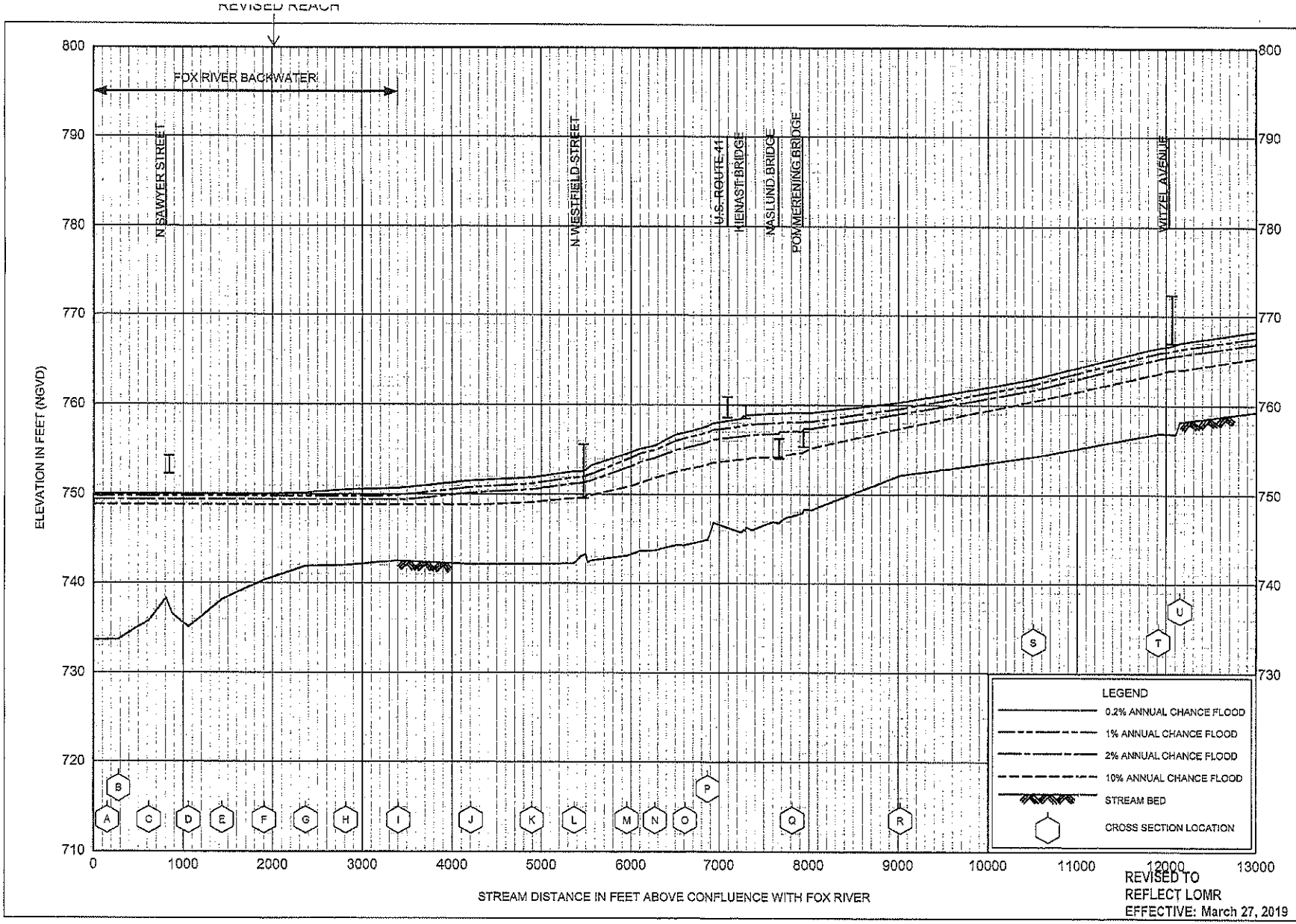
WINNEBAGO COUNTY, WI AND INCORPORATED AREAS

FLOODWAY DATA

SAWYER CREEK

REVISED TO REFLECT LOMR EFFECTIVE: March 27, 2019

REVISED DATA



REVISED TO
REFLECT LOMR
EFFECTIVE: March 27, 2019

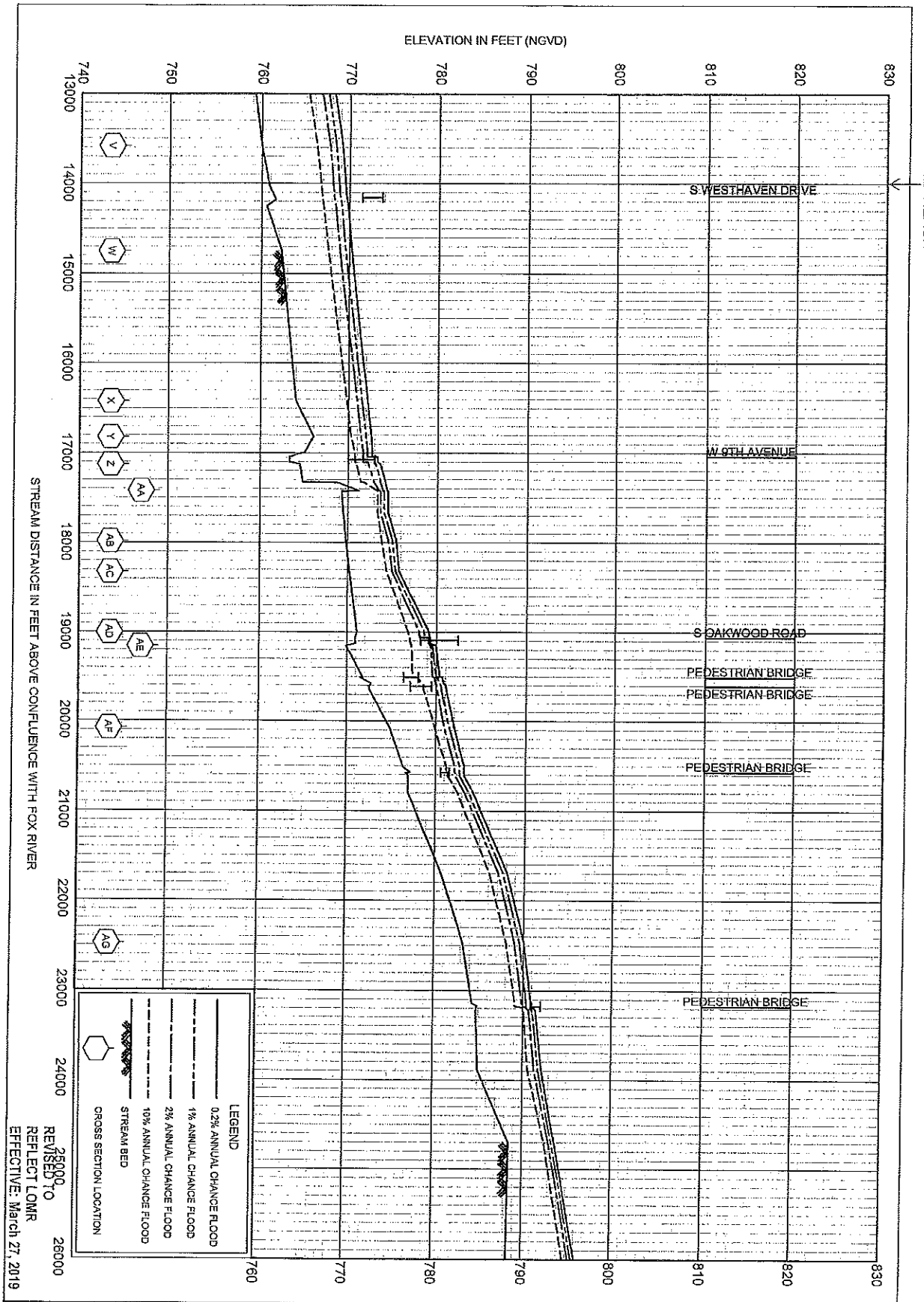
FLOOD PROFILES

SAWYER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

WINNEBAGO COUNTY, WI

AND INCORPORATED AREAS



REVISED TO REFLECT LOMR
EFFECTIVE: March 27, 2019

32P

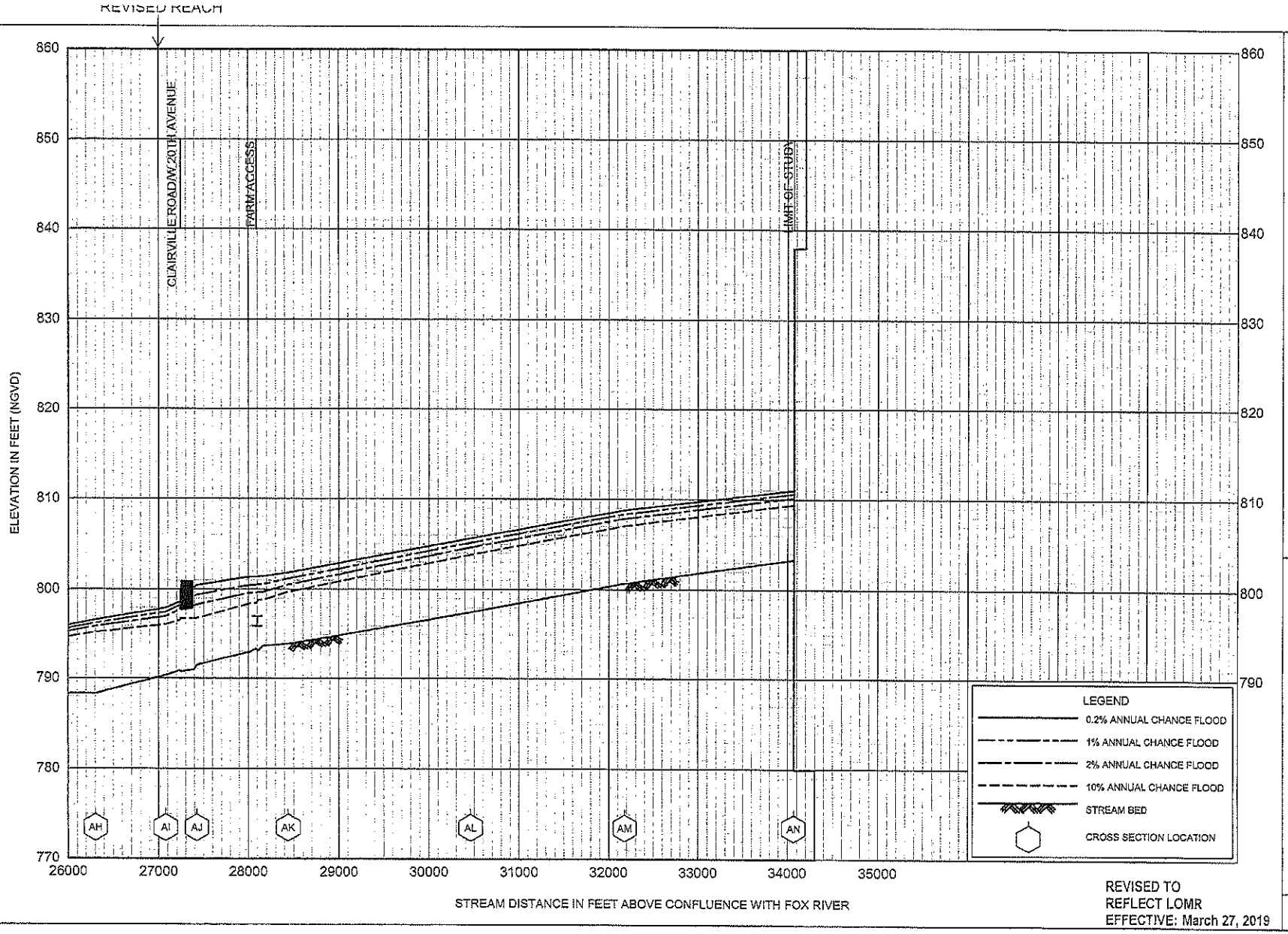
FEDERAL EMERGENCY MANAGEMENT AGENCY

WINNEBAGO COUNTY, WI

AND INCORPORATED AREAS

FLOOD PROFILES

SAWYER CREEK



REVISED TO
REFLECT LOMR
EFFECTIVE: March 27, 2019

FLOOD PROFILES

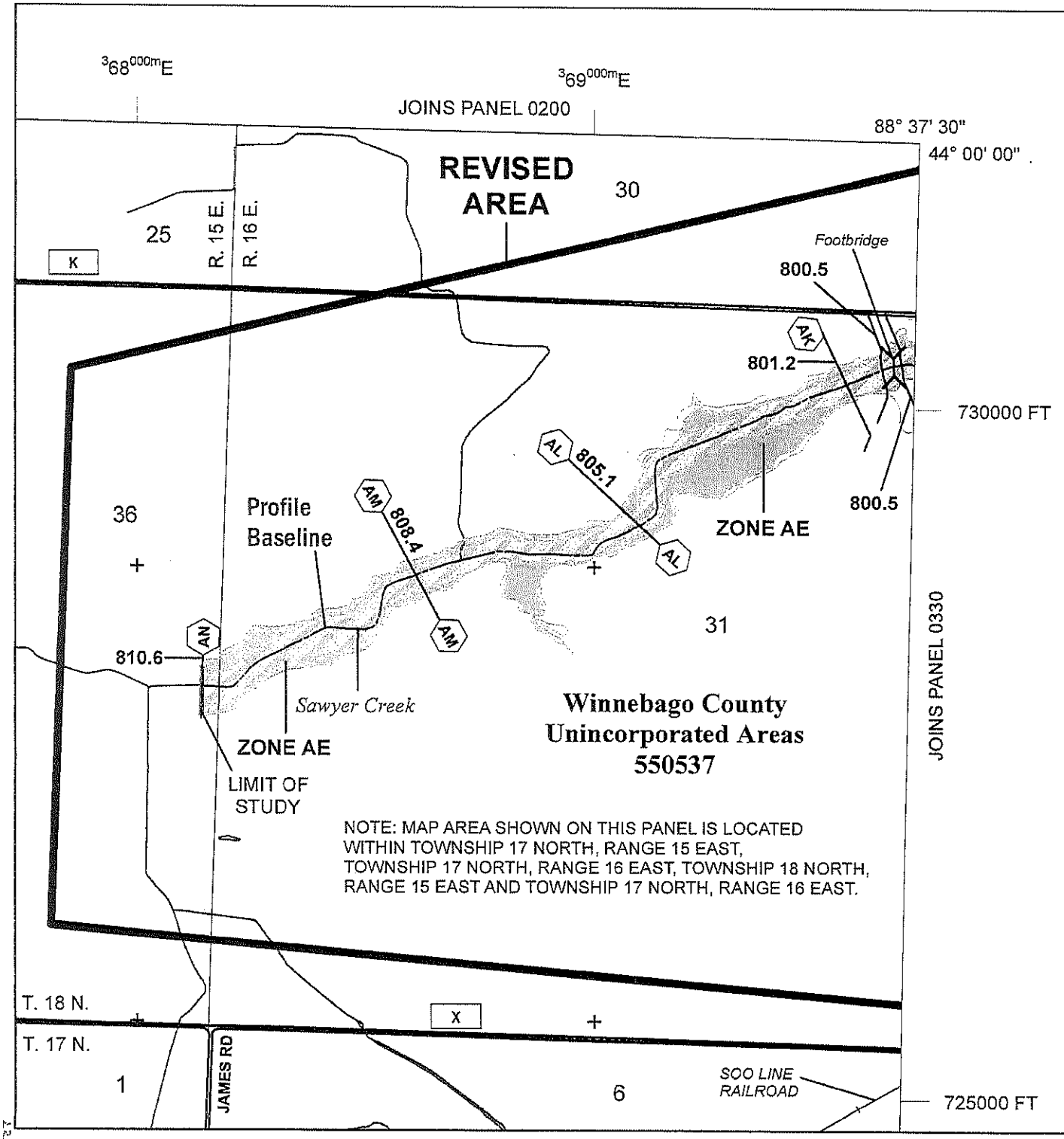
SAWYER CREEK

FEDERAL EMERGENCY MANAGEMENT AGENCY

WINNEBAGO COUNTY, WI

AND INCORPORATED AREAS

33P



SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee See Notes. Zone X

SCALE

Map Projection:
NAD 1927 UTM Zone 16N;
Western Hemisphere; Vertical Datum: NGVD 29

N

1 inch = 1,000 feet 1:12,000

0 500 1,000 2,000 Feet

0 150 300 600 Meters

FEMA

National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
WINNEBAGO COUNTY, WISCONSIN
and Incorporated Areas

PANEL 310 OF 365

Panel Contains:

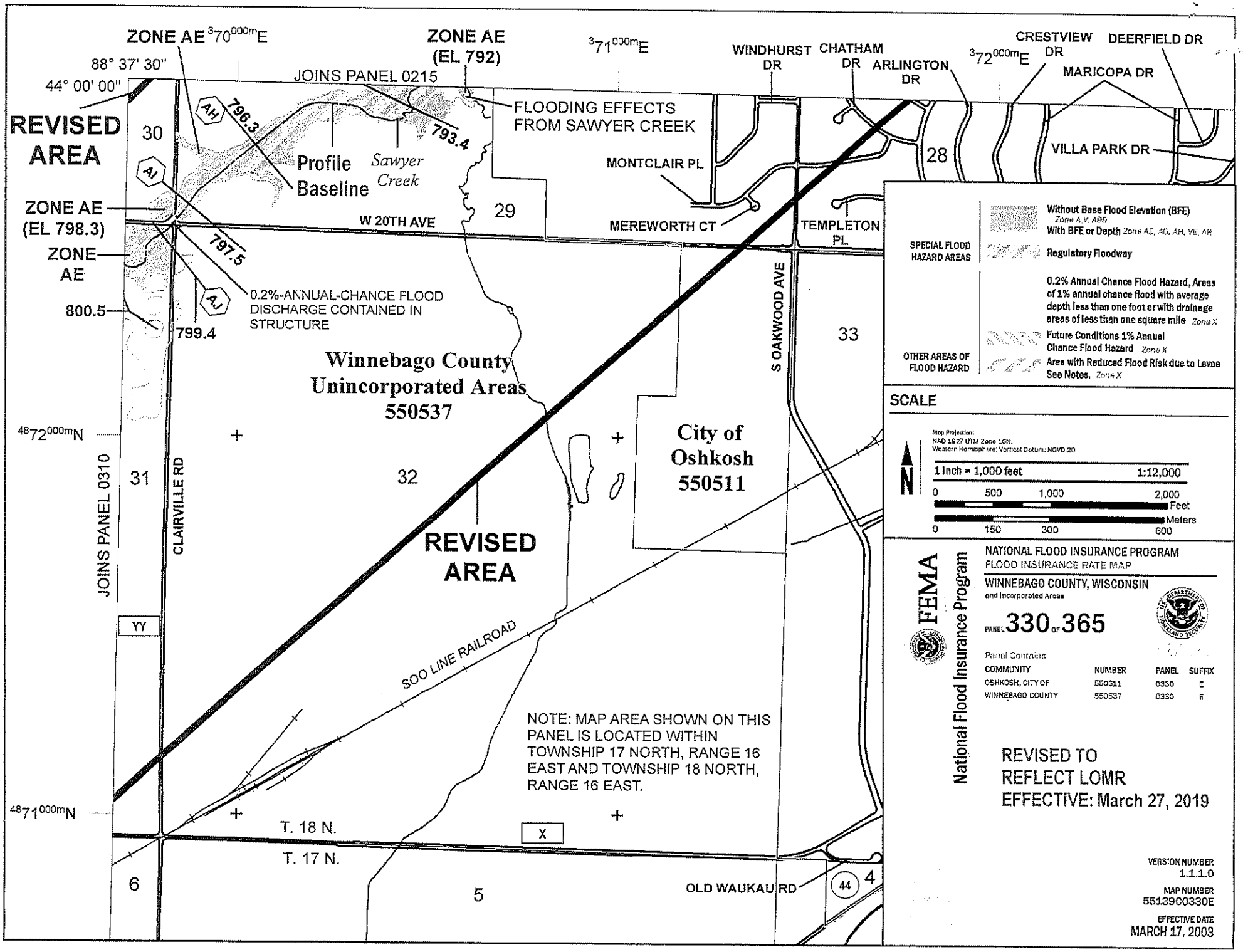
COMMUNITY	NUMBER	PANEL	SUFFIX
WINNEBAGO COUNTY	550537	0310	E

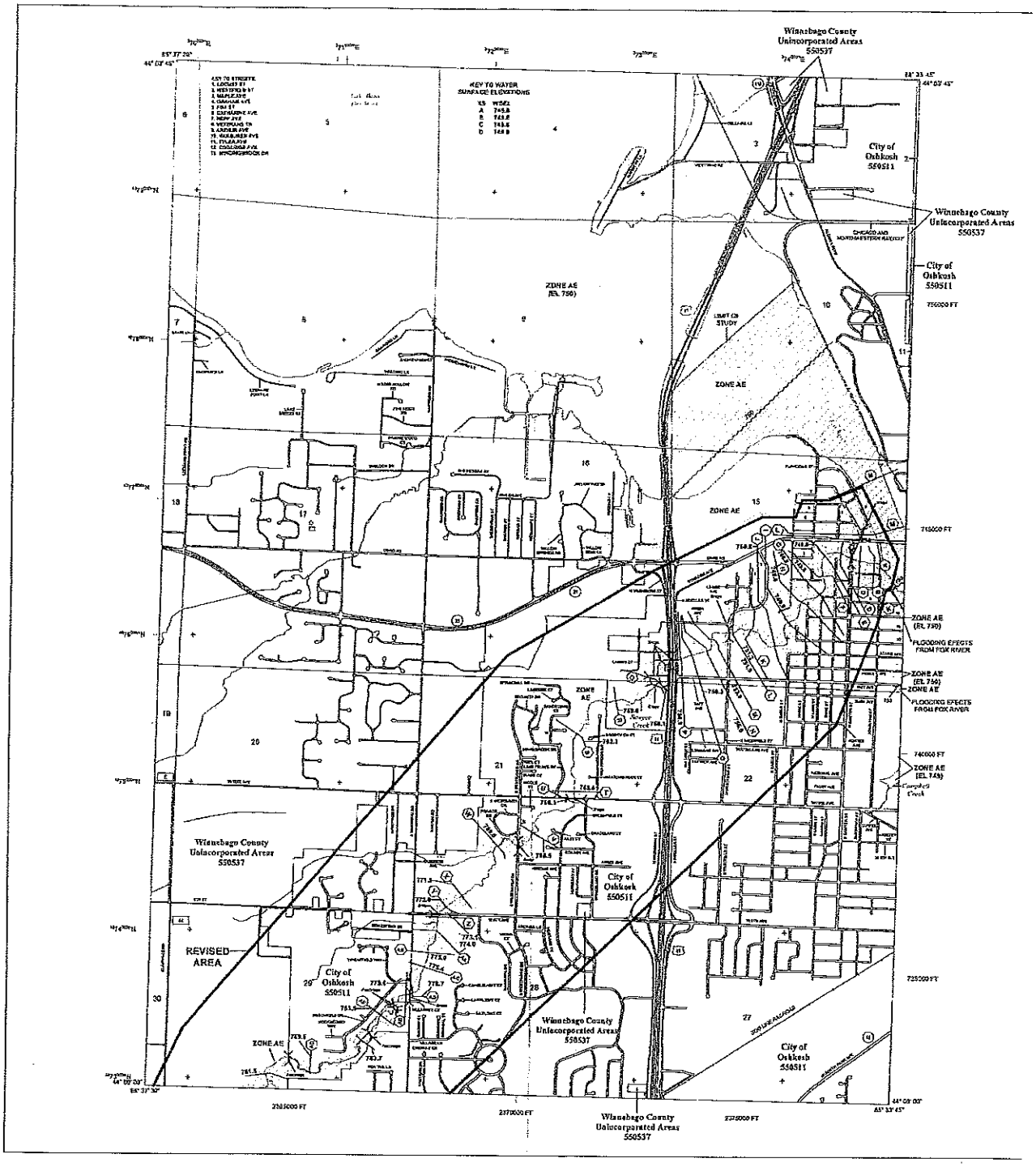
REVISED TO
REFLECT LOMR
EFFECTIVE: March 27, 2019

VERSION NUMBER
1.1.1.0

MAP NUMBER
55139C0310E

EFFECTIVE DATE
MARCH 17, 2003


ZONE AE 370000mE
ZONE AE (EL 792)
371000mE
372000mE
88° 37' 30"
44° 00' 00"
JOINS PANEL 0215
REVISED AREA
FLOODING EFFECTS FROM SAWYER CREEK
WINDHURST DR
CHATHAM DR
ARLINGTON DR
CRESTVIEW DR
DEERFIELD DR
MARICOPA DR
VILLA PARK DR
30
28
29
AH
796.3
793.4
Profile Baseline
Sawyer Creek
MONTCLAIR PL
MEREWORTH CT
TEMPLETON PL
AI
ZONE AE (EL 798.3)
ZONE AE
W 20TH AVE
797.5
AJ
0.2%-ANNUAL-CHANCE FLOOD DISCHARGE CONTAINED IN STRUCTURE
800.5
799.4
Winnebago County Unincorporated Areas 550537
S OAKWOOD AVE
33
City of Oshkosh 550511
4872000mN
31
32
JOINS PANEL 0310
CLAIRVILLE RD
REVISED AREA
YY
SOO LINE RAILROAD
NOTE: MAP AREA SHOWN ON THIS PANEL IS LOCATED WITHIN TOWNSHIP 17 NORTH, RANGE 16 EAST AND TOWNSHIP 18 NORTH, RANGE 16 EAST.
4871000mN
T. 18 N.
X
T. 17 N.
6
5
OLD WAUKAU RD
44
4
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee See Notes. Zone X
SCALE
N
Map Projection: NAD 1927 UTM Zone 16N, Western Hemisphere; Vertical Datum: NGVD 29
1 inch = 1,000 feet 1:12,000
0 500 1,000 2,000 Feet
0 150 300 600 Meters
FEMA
National Flood Insurance Program
NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
WINNEBAGO COUNTY, WISCONSIN
and Incorporated Areas
PANEL 330 OF 365
Panel Contains:
COMMUNITY NUMBER PANEL SUFFIX
OSHKOSH, CITY OF 550511 0330 E
WINNEBAGO COUNTY 550537 0330 E
REVISED TO REFLECT LOMR EFFECTIVE: March 27, 2019
VERSION NUMBER 1.1.1.0
MAP NUMBER 55139C0330E
EFFECTIVE DATE MARCH 17, 2003



FLOOD HAZARD INFORMATION

SEE FIS REPORT FOR ZONE DESCRIPTIONS AND INDEX MAP
THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT
HTTP://MSC.FEMA.GOV

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
OTHER AREAS OF FLOOD HAZARD	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Areas with Reduced Flood Risk due to Levee See Notes. Zone X
OTHER AREAS	NO SCREEN Areas Determined to be Outside the 0.2% Annual Chance Floodplain Zone X
	Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	E 13.2 17.6 Cross Sections with 1% Annual Chance Water Surface Elevation (BFE)
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)

NOTES TO USERS

For information and updates about this map, including products associated with the FIRM including digital versions of the FIRM, how to order products or the National Flood Insurance Program (NFIP) in general, please call the FEMA Map Information eXchange at 1-877-FEMA MAP (1-877-336-2627) or visit the FEMA Map Service Center website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, custom digital versions of this map. Many of these products can be ordered or created quickly. Paper copies of this map and other map products may also be ordered from FEMA partially by calling the FEMA Map Service Center website or by calling the FEMA Map Information eXchange.

Communities participating in the National Flood Insurance Program (NFIP) have adopted floodplain management ordinances to reduce future flood risk to new construction. These areas may be shown on this map but the ordinances vary from community to community. Contact your community officials for more information.

For community and community map repository addresses refer to the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in the community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

This map information began on the FIRM was produced in digital format at the Wisconsin Department of Natural Resources. This information was digitized directly from the Wisconsin Land Information System (WLIS) at a scale of 1:24,000 from the topographic dated 1991. Additional information may have been added from other sources.

SCALE

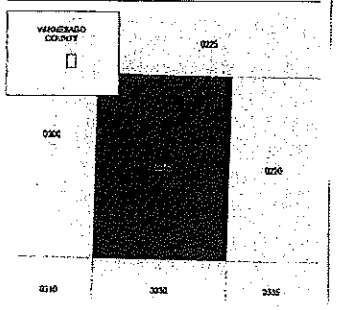
Map Projection:
NAD 1983 State Plane Zone 1401
Western Zone (Feet)
Vertical Datum: NGVD 29

1 inch = 1,000 feet 1:12,000

0 1,000 2,000 4,000 Feet

0 250 500 1,000 Meters

PANEL LOCATOR



FEMA
National Flood Insurance Program

NATIONAL FLOOD INSURANCE PROGRAM
FLOOD INSURANCE RATE MAP
WINNEBAGO COUNTY, WISCONSIN
and Incorporated Areas
PANEL 215 of 365

COMMUNITY	NUMBER	PANEL
OSHKOSH, CITY OF	550511	0215
WINNEBAGO COUNTY	550537	0215

REVISED TO REFLECT LOMR EFFECTIVE: March 27

551390