Planning Commission Agenda

There will be a meeting of the City of Cumberland Planning Commission on Thursday, November 19, 2026, at 9:00 a.m. at the Cumberland City Hall, 950 1st Ave. for a regular meeting to consider the following agenda:

1. Call meeting to order
2. Approval of October 22, 2026, meeting minutes
3. Public Hearing regarding the PUD overlay District for "The Cottages at Island Glen" in TID #9.
4. Discussion and possible action relating to the PUD overlay district in TID#9 called "The Cottages at Island Glen".
5. Discussion and possible action relating to the Final Plat for "The Cottages at Island Glen" in TID #9.
6. Discussion and possible action relating to the Final Condo Plat for Kauffman Estates.
7. General updates and discussion of future agenda items.
8. Adjourn

Arlene Frisinger, Clerk

City of Cumberland

715-822-2752

*It is possible that a quorum of the Common Council may attend this meeting. This constitutes a meeting of the Common Council and must be noticed as such, although the Common Council will not take any formal action at this meeting

City of Cumberland Planning Commission Meeting Minutes

City of Cumberland Planning Commission meeting minutes, Thursday, October 22, 2026, at 9:00 a.m. at City Hall.

Those present were John Anderson, Paul Flottum, Gary Gannon, Kip Wiita, Tom Goldsmith, Arlene Frisinger, Randy Reeg, and Laura Reine.

Absent: Tom Schroeder, and Mayor Shoemaker.

Randy Reeg called the meeting to order at 9:00 a.m.

Public Comment

Tom Bonkrude requested the Planning Commission consider rezoning his property.

A motion was made by Anderson, seconded by Gannon, to approve September 24, 2026, meeting minutes. Motion carried.

It was decided by general consensus to begin the formal approval process for the Preliminary PUD overlay zoning designation for the Kauffman Bungalows in TID#9 called "The Cottages at Island Glen."

It was decided by general consensus to begin the formal approval process for the Preliminary Plat for the Kauffman Estates Garage Condominiums.

A motion was made by Flottum, seconded by Gannon, to adjourn at 9:21 a.m.

Respectfully submitted by,

Arlene Frisinger, Clerk

Real Land Surveying
1356 International Drive
Eau Claire, WI 54701
(715) 514-4116

09/11/2026

Rezone Narrative – The Cottages at Island Glen

PROJECT

J & A Northwest Construction is interested in developing 2.93 acres of land located along the south side of Carlone Street. The 8-lot preliminary plat of THE COTTAGES AT ISLAND GLEN is a proposed single-family residential development. Lots 2-8 will contain economy-sized single-family homes with a detached single car garage in the backyard.

The site is adjacent to the intersection of Carlone Street and 14th Avenue. Portions of this site were recently CSM'ed to create four buildable lots for the owner. The 2.93 acres is comprised of the land of CSM #xxxx and lot 63 of the plat of *CUMBERLAND WESTSIDE DEVELOPMENT*. The applicant is interested in rezoning the property from the R-3 district to the planned unit development (PUD) district. This zoning district would accommodate the request of reduced minimum lot sizes and minimum lot widths. We will be submitting a preliminary plat concurrently with this rezone request.

This site layout does not contain newly platted/constructed streets or any type of capital improvements. Based on as built plans provided by CBS^2, the proposed development can simply use the stubbed sanitary and water laterals along the south side of Carlone Street. Each of the proposed seven residential lots would have their own driveway onto Carlone Street, as well as their own sanitary and water service laterals.

LOT SIZE AND WIDTH

The minimum lot size for the R-3 zoning district is 10,000 square feet. The smallest proposed lot in this development (Lot 3) is 5,423 square feet. Lots 3-7 range from 5,423 – 5,601 square feet in area. The minimum lot width for R-3 is 80 feet; lots 3-7 all have a lot width of 46 feet.

The main purposed of this rezone request to a PUD zoning district is to allow for a reduction to the minimum lot size and minimum lot width, per the preliminary plat of: THE COTTAGES AT ISLAND GLEN. The preliminary plat includes all lot widths and areas

Real Land Surveying
1356 International Drive
Eau Claire, WI 54701
(715) 514-4116

09/11/2026

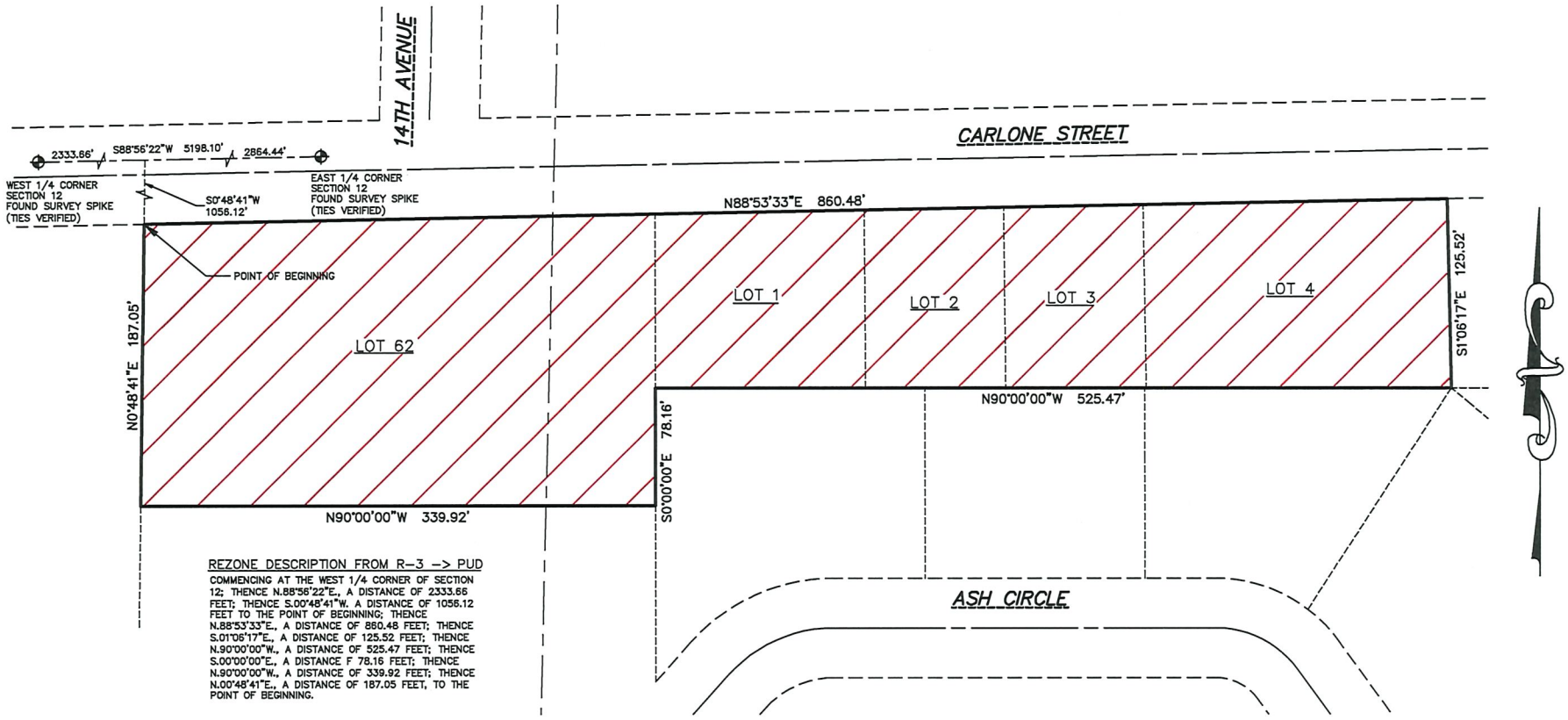
- Minimum parcel size
  - Requirement is 2 contiguous acres, this site total 2.93 contiguous acres spanning five platted lots
- Density and yard requirements (Building setbacks and building standards will match those of the R-3 zoning district):
  - Principal building front yard setback: 25 feet
  - Principal building side yard setback: 8 feet; 20 feet aggregate
  - Principal building rear yard setback: 25 feet
  - Setback for accessory structure: 18"
  - Accessory building lot coverage: 35% of the rear yard
  - Accessory building size: 1,500 square feet maximum
- Building height
  - Maximum principal building height: 35 feet
- Screening at perimeter of planned unit development
  - Fences, walls or vegetative screening shall be provided along the perimeter of the planned unit development where needed to shield residents or visitors to the planned unit development.
- Off-street parking
  - This PUD is designed for single family homes, which requires 2 parking spaces per unit
- Signs
  - No signs are being proposed for this PUD
- Preservation and maintenance of open spaces
  - The delineated wetland areas on lot 8 of the preliminary plat of THE COTTAGES AT ISLAND GLEN will be preserved as 'open space' for as long as the area is still considered wetland.

Jeremy Skaw, P.L.S.

Field Supervisor

715.514.4116 Office
715.895.8211 Direct
715.225.4572 Mobile

www.rlswi.com



REZONE DESCRIPTION FROM R–3 –> PUD

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 12; THENCE N.88°56'22"E., A DISTANCE OF 2333.66 FEET; THENCE S.00°48'41"W. A DISTANCE OF 1056.12 FEET TO THE POINT OF BEGINNING; THENCE N.88°53'33"E., A DISTANCE OF 860.48 FEET; THENCE S.01°06'17"E., A DISTANCE OF 125.52 FEET; THENCE N.90°00'00"W., A DISTANCE OF 525.47 FEET; THENCE S.00°00'00"E., A DISTANCE F 78.16 FEET; THENCE N.90°00'00"W., A DISTANCE OF 339.92 FEET; THENCE N.00°48'41"E., A DISTANCE OF 187.05 FEET, TO THE POINT OF BEGINNING.

LEGEND

AREA TO REZONE FROM R–3 –> PUD
±2.93 ACRES

0 35 70 140

SCALE: 1" = 70'

REZONE EXHIBIT OF

THE COTTAGES AT ISLAND GLEN

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST, CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN BEING ALL OF LOTS 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP #7544, DOCUMENT #922186 AND ALL OF LOT 63 OF CUMBERLAND WESTSIDE DEVELOPMENT, DOCUMENT #902617

REAL LAND SURVEYING
1356 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715) 514–4116
rlswi.com

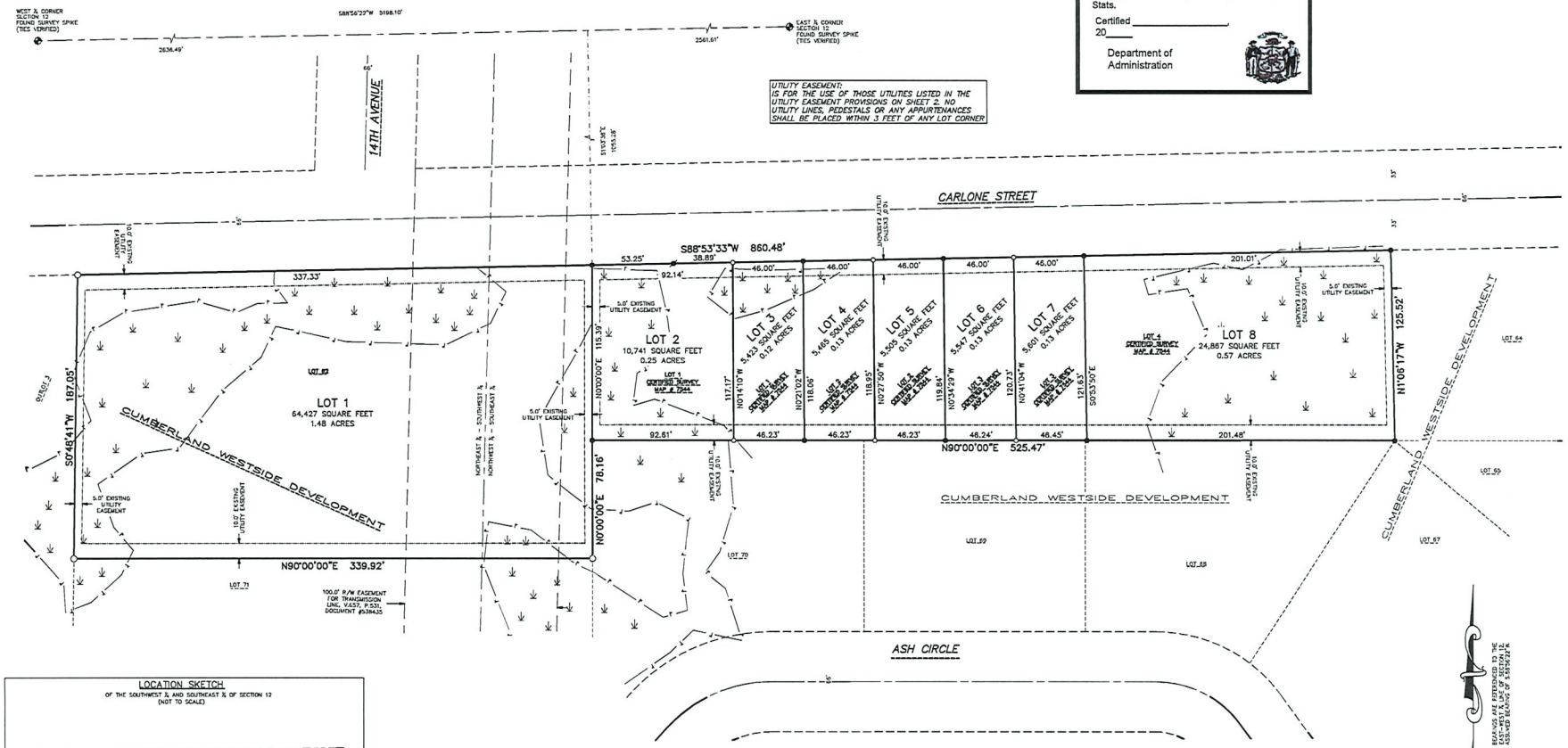
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CADD No. 26092 REZONE

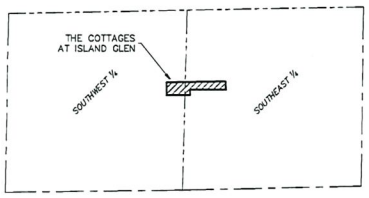
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



LOCATION SKETCH
OF THE SOUTHWEST ¼ AND SOUTHEAST ¼ OF SECTION 12
(NOT TO SCALE)



LANDOWNERS/SUBDIVIDERS:
- J & A NORTHWEST CONSTRUCTION & COMMERCIAL ROOFING LLC
2872 US HIGHWAY 63
BARRONETT, WI 54813

APPROVING AUTHORITIES:
- CITY OF CUMBERLAND

OBJECTING AUTHORITIES:
- DEPARTMENT OF ADMINISTRATION

SURVEYOR
- JEREMY D. SKAW P.L.S. No. 3228
REAL LAND SURVEYING
1356 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701

LEGEND
- ● ----- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- ⊘ ----- FOUND 3/4" REBAR
- ○ ----- SET 1-1/4" x 18" REBAR WEIGHING 4.30 POUNDS PER LINEAR FOOT
- ○ ----- SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT
- DELINEATED WETLANDS – PER STAR ENVIRONMENTAL, JUNE, 2026

SCALE: 1" = 40'

REAL LAND SURVEYING
1356 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715) 514-4116

rlseau.com
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THE COTTAGES AT ISLAND GLEN

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND THE NORTHEAST 1/4 – SOUTHWEST 1/4 SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST, CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN BEING ALL OF LOTS 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP #7544, DOCUMENT #922186 AND ALL OF LOT 63 OF CUMBERLAND WESTSIDE DEVELOPMENT, DOCUMENT #902617

PREPARED BY REAL LAND SURVEYING
CADD No. 25092 PLAT

REVISION DATE: 11/06/26

PREPARED FOR: J & A NORTHWEST CONSTRUCTION & COMMERCIAL ROOFING LLC

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN
COUNTY OF BARRON §

I, SHARI ROSENOW, BEING THE DULY APPOINTED, ACTING AND QUALIFIED TREASURER OF THE CITY OF CUMBERLAND, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS THE _____ DAY OF ____, 2026 , ON ANY OF THE LANDS INCLUDED IN THE PLAT OF THE COTTAGES AT ISLAND GLEN IN THE CITY OF CUMBERLAND.

(SIGNATURE): _____ DATE: _____
SHARI ROSENOW, CITY TREASURER

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN
COUNTY OF BARRON §

I, SAMANTHA SOMMERFELD, BEING THE DULY ELECTED, ACTING AND QUALIFIED TREASURER OF THE COUNTY OF BARRON, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS _____ DAY _____, 2026, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF THE PLAT OF THE COTTAGES AT ISLAND GLEN.

(SIGNATURE): _____ DATE: _____
SAMANTHA SOMMERFELD, COUNTY TREASURER

CONSENT OF CORPORATE MORTGAGEE:

_____, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS THE PLAT OF THE COTTAGES AT ISLAND GLEN AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE J & A NORTHWEST CONSTRUCTION & COMMERCIAL ROOFING, LLC, OWNERS OF SAID LAND.

IN WITNESS THEREOF, THE SAID _____ HAS CAUSED THESE PRESENTS TO BE SIGNED BY,

(PRINT NAME)_____ AND (PRINT NAME)_____

AT _____, WISCONSIN AND ITS CORPORATE SEAL TO BE HEREIN AFFIXED THIS _____ DAY OF _____ 2026

(SIGNATURE)_____ (SIGNATURE)_____

(title) _____ (title)_____

STATE OF _____
COUNTY OF _____§

PERSONALLY APPEARED BEFORE ME THIS ____ DAY OF _____ 2026, THE ABOVE NAMED

(PRINT NAME)_____ AND (PRINT NAME)_____ TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

UTILITY EASEMENT PROVISIONS:

AN EASEMENT FOR ELECTRIC, GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

KAUFFMAN ESTATES, LLC, GRANTOR TO
_____, GRANTEE
_____, GRANTEE
_____, GRANTEE
_____, GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV AND INTERNET 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' TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES. NO FACILITY, PEDESTAL, CABLE OR ANY TYPE OF STRUCTURE SHALL BE INSTALLED CLOSER THAN THREE FEET FROM ANY LOT CORNER. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE 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 ELECTRIC FACILITIES OR COMMUNICATION FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS 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.

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

SURVEYOR'S CERTIFICATE:

I, JEREMY D. SKAW, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PRELIMINARY PLAT OF THE COTTAGES AT ISLAND GLEN, LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼, SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST, CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN, BEING ALL OF LOTS 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP #7544, DOCUMENT #922186 AND ALL OF LOT 63 OF CUMBERLAND WESTSIDE DEVELOPMENT, DOCUMENT #902617, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEING ALL OF LOTS 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP #7544, DOCUMENT #922186 AND ALL OF LOT 63 OF CUMBERLAND WESTSIDE DEVELOPMENT, DOCUMENT #902617

AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT I HAVE SURVEYED, DIVIDED AND MAPPED SAID PLAT BY THE DIRECTION OF J & A NORTHWEST CONSTRUCTION & COMMERCIAL ROOFING LLC THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236 OF THE WISCONSIN STATUTES, A-E.7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CUMBERLAND AND BARRON COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

_____ DATED THIS_____DAY OF_____, 2026
JEREMY D. SKAW, P.L.S. NO. 3228

OWNER'S CERTIFICATE OF DEDICATION:

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED BY 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:

----CITY OF CUMBERLAND

----DEPARTMENT OF ADMINISTRATION

WITNESS THE HAND AND SEAL OF SAID OWNER THIS __ DAY OF ____, 2026

_____
JONATHAN KAUFFMAN, OWNER

STATE OF WISCONSIN
COUNTY OF _____ §

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____ 2026, THE ABOVE NAMED JONATHAN KAUFFMAN REPRESENTATIVE OF J & A NORTHWEST CONSTRUCTION & COMMERCIAL ROOFING, LLC, OWNER, TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

COMMON COUNCIL RESOLUTION:

RESOLVED THAT THIS THE PLAT OF THE COTTAGES AT ISLAND GLEN, IN THE CITY OF CUMBERLAND, IS HEREBY, APPROVED BY THE BOARD OF REVIEW OF THE CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN.

DATE APPROVED: _____

(SIGNATURE)_____ DATE: _____
DANIEL C. SHOEMAKER, MAYOR

I, HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE BOARD OF REVIEW OF THE CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN.

(SIGNATURE)_____
ARLENE FRISINGER, CITY CLERK

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

UTILITY EASEMENT:
IS FOR THE USE OF THOSE UTILITIES LISTED IN THE UTILITY EASEMENT PROVISIONS ON SHEET 2. NO UTILITY LINES, PEDESTALS OR ANY APPURTENANCES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER.

LANDOWNERS/SUBDIVIDERS:

- J & A NORTHWEST CONSTRUCTION & COMMERCIAL ROOFING LLC
2872 US HIGHWAY 63
BARRONETT, WI 54813

APPROVING AUTHORITIES:
- CITY OF CUMBERLAND

OBJECTING AUTHORITIES:
- DEPARTMENT OF ADMINISTRATION

SURVEYOR
- JEREMY D. SKAW P.L.S. No. 3228
REAL LAND SURVEYING
1356 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701

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(715) 514-4116

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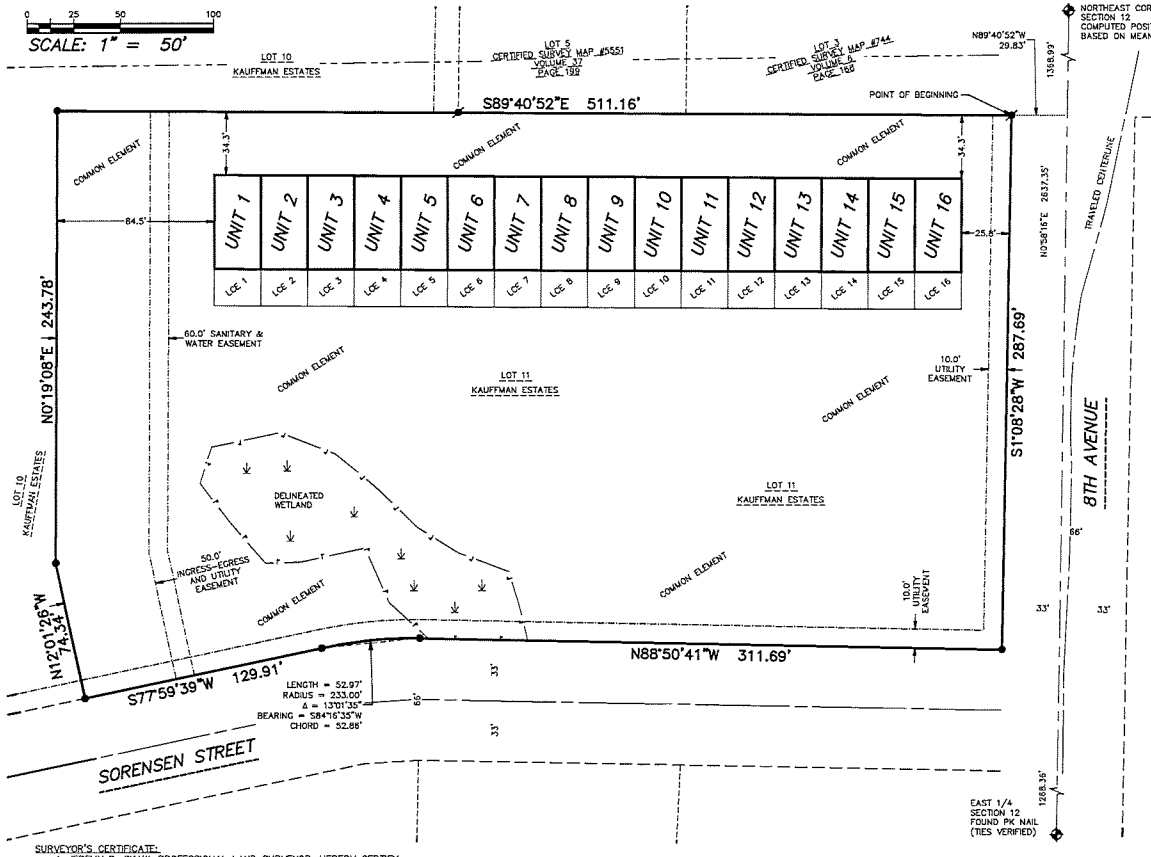
PREPARED BY REAL LAND SURVEYING
CADD No. 26092 PRELIM PLAT

THE COTTAGES AT ISLAND GLEN

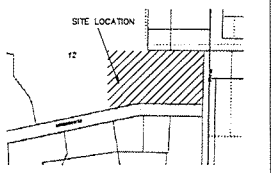
LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼ AND THE NORTHEAST 1/4 – SOUTHWEST 1/4 SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST, CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN BEING ALL OF LOTS 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP #7544, DOCUMENT #922186 AND ALL OF LOT 63 OF CUMBERLAND WESTSIDE DEVELOPMENT, DOCUMENT #902617

REVISION DATE: 11/06/26

PREPARED FOR: J & A NORTHWEST CONSTRUCTION & COMMERCIAL ROOFING LLC



LOCATION SKETCH
(NOT TO SCALE)



OWNER'S CERTIFICATE OF DEDICATION

AS OWNER, _____ HEREBY CERTIFIES THAT WE CAUSED THE LAND DESCRIBED ON THIS CONDOMINIUM PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THIS PLAT, THAT IT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

WITNESS THE HAND AND SEAL OF SAID OWNER, THIS_____ DAY OF _____ ,2026

IN THE PRESENCE OF:

_____
WITNESS

_____, OWNER

STATE OF WISCONSIN
COUNTY OF _____ SS

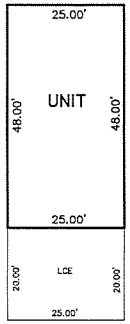
PERSONALLY CAME BEFORE ME THIS ___ DAY OF _____
2026, THE ABOVE NAMED, _____ TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.

_____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

DIMENSIONS FOR UNITS 1–16
(NOT TO SCALE)

1,200 SQUARE FOOT STORAGE UNIT



SURVEYOR'S CERTIFICATE:

I, JEREMY D. SKAW, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT BY THE DIRECTION OF _____ I HAVE SURVEYED AND MAPPED THE CONDOMINIUM PLAT OF KAUFFMAN CONDOMINIUMS, LOCATED IN GOVERNMENT LOT 1, IN SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST, CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN; BEING ALL OF LOT 11, KAUFFMAN ESTATES, DOCUMENT #_____, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEING ALL OF LOT 11, KAUFFMAN ESTATES, DOCUMENT #_____

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND SHOWS THE CORRECT LOCATION OF THE BUILDINGS BUILT OR TO BE BUILT THEREON.
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND A-E.7 WISCONSIN ADMINISTRATIVE CODE IN SURVEYING AND MAPPING THE SAME.

_____
JEREMY D. SKAW, P.L.S. 3228

DATED THIS_____DAY OF_____ 2026

SHEET 1 OF 1 SHEETS

REVISION DATE: 09/22/2026

LEGEND

- ✗ ----- FOUND 3/4" REBAR
- ● ---- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- LCE---- LIMITED COMMON ELEMENT

NOTES

1. ALL AREAS OUTSIDE THE UNITS AND LIMITED COMMON ELEMENTS, ARE CONSIDERED COMMON ELEMENT.
2. THERE ARE NO AREAS WITHIN THIS CONDOMINIUM THAT HAVE SLOPES IN EXCESS OF 20%.

FIELDWORK COMPLETE: 09/22/26

CADD NO. 25024 CONDO

CONDOMINIUM PLAT OF
KAUFFMAN CONDOMINIUMS

IN GOVERNMENT LOT 1
SECTION 12, TOWNSHIP 35 NORTH, RANGE 14 WEST,
CITY OF CUMBERLAND, BARRON COUNTY, WISCONSIN
BEING ALL OF LOT 11 OF KAUFFMAN ESTATES
DOCUMENT #922914

RULES AND REGULATIONS

of

Baystak GARAGE CONDOMINIUM

Cumberland, Barron County, Wisconsin

Adopted by the Baystak Garage Condominium Owners' Association, Inc.

Article I — Authority and Purpose

1.1 Authority. These Rules and Regulations (the "Rules") are adopted by the Board of Directors (the "Board") of the [NAME] Garage Condominium Owners' Association, Inc. (the "Association") pursuant to Wis. Stat. ch. 703 (the Wisconsin Condominium Ownership Act), the recorded Declaration of Condominium (the "Declaration"), and the Bylaws of the Association. Under Wis. Stat. § 703.10, every Unit Owner must comply strictly with the Bylaws, with the Rules adopted under the Bylaws, and with the covenants, conditions, and restrictions in the Declaration and in the deed to the Unit.

1.2 Purpose. The purpose of these Rules is to protect and enhance the value, appearance, safety, and enjoyment of the condominium; to establish the permitted and prohibited uses of the Units and Common Elements; and to provide for the orderly administration and enforcement of the community's standards.

1.3 Precedence. If any provision of these Rules conflicts with the Declaration, the Bylaws, or Wisconsin law, the Declaration, Bylaws, and applicable law control in that order. All remaining provisions of these Rules remain in full force.

1.4 Application. These Rules apply to every Unit Owner and to each Owner's family members, guests, invitees, tenants, contractors, and agents. Each Owner is responsible for the conduct of those persons and for any violation caused by them.

Article II — Definitions

Capitalized terms not defined here have the meaning given in the Declaration, the Bylaws, or Wis. Stat. ch. 703. As used in these Rules:

- "Unit" means an individual garage condominium unit as described in the Declaration, together with the airspace and improvements within its boundaries.
- "Common Elements" means all portions of the condominium other than the Units, including driveways, drive aisles, private roads, shared parking, landscaping, exterior walls and roofs, utility systems, and other areas designated common in the Declaration.
- "Limited Common Elements" means Common Elements reserved for the exclusive use of one or more (but fewer than all) Units, such as an apron or parking pad serving a specific Unit, as designated in the Declaration.
- "Owner" or "Unit Owner" means the person or entity holding record title to a Unit.
- "Board" means the Board of Directors of the Association.

Article III — Permitted Uses

Units are intended for private storage and hobby use only. Subject to these Rules, the following uses are permitted within a Unit:

3.1 Vehicle, RV, and boat storage. Storage of privately owned, licensed and operable (or seasonally stored) motor vehicles, recreational vehicles, motorcycles, boats, personal watercraft, snowmobiles, ATVs, trailers, and similar personal property owned by the Owner or the Owner's immediate family.

3.2 Personal storage. Storage of household goods, tools, equipment, and other lawful personal property, provided all items are stored inside the Unit and are not visible from outside when the overhead door is closed.

3.3 Hobby and workshop use. Private, non-commercial hobby and workshop activities—such as woodworking, automotive maintenance and restoration of the Owner's own vehicles, model building, and similar pursuits—conducted for the Owner's personal enjoyment and not as a trade or business. All hobby and workshop activity must comply with Article V (Health, Safety, and Environmental Standards) and Article VI (Nuisances).

3.4 Incidental maintenance. Routine cleaning, washing, and maintenance of the Owner's vehicles and property inside the Unit, provided no wastewater, oil, solvent, or other fluid is discharged onto the Common Elements or into any storm drain.

Article IV — Prohibited Uses

The following uses are strictly prohibited in any Unit and anywhere on the Common Elements:

4.1 No residential or living use. No Unit may be used, in whole or in part, as a residence, dwelling, or sleeping quarters. No person may live in, sleep in, or occupy a Unit overnight. Units may not contain permanent kitchens, bathrooms with showers or tubs installed for residential use, bedrooms, or other facilities designed for human habitation, except as expressly permitted by the Declaration and applicable building codes.

4.2 No business or commercial use. No trade, business, profession, or commercial activity of any kind may be conducted from or within a Unit. This prohibition includes, without limitation: retail or wholesale sales; commercial vehicle or equipment repair; body shops; manufacturing or fabrication for sale; storage of inventory for a business; client or customer visits; deliveries or shipments in the ordinary course of a business; and the use of a Unit's address as a place of business. No signage, listing, or advertising may identify a Unit as a commercial location. Occasional sale of an Owner's own personal property is not, by itself, a prohibited business use.

4.3 No leasing for prohibited purposes. A Unit may not be leased, licensed, or otherwise made available to another person for any use prohibited by these Rules. Any permitted leasing is subject to Article VIII.

4.4 No hazardous or illegal use. No Unit may be used for any purpose that violates federal, state, or local law, or that is prohibited by Article V.

4.5 No commercial fuel or chemical storage. Bulk storage of fuel, propane, compressed gases, or hazardous chemicals beyond reasonable quantities for personal hobby use is prohibited (see Article V).

Article V — Health, Safety, and Environmental Standards

5.1 Compliance with codes. All use of a Unit must comply with applicable building, fire, electrical, plumbing, mechanical, and zoning codes of the City of Cumberland, Barron County, and the State of Wisconsin, and with the requirements of the Association's insurer.

5.2 Flammable and hazardous materials. Flammable liquids, solvents, paints, oils, propane, and similar materials may be kept only in quantities reasonable for personal hobby use and must be stored in approved, sealed containers away from ignition sources. No open storage of hazardous materials is permitted.

5.3 Fluids and spills. Owners must promptly contain and clean up any oil, fuel, coolant, solvent, or other fluid spill. No fluid, wastewater, or debris may be discharged onto the Common Elements, onto the ground, or into any floor drain, storm drain, or sanitary sewer. Disposal of oil, tires, batteries, and hazardous waste must follow applicable law.

5.4 Heating and utilities. Any heating unit, pellet stove, or fuel-burning appliance must be professionally installed, properly vented, code-compliant, and approved in advance by the Board. Wood heat and Space heaters are prohibited.

5.5 Fire protection. Owners may not disable, obstruct, or alter any fire-suppression, alarm, or detection system, and must keep required clearances around electrical panels, fire equipment, and Unit exits.

5.6 Idling and ventilation. Vehicles and engines may not be run inside a Unit without adequate ventilation. No Owner may operate a generator or engine in a manner that allows exhaust to enter a neighboring Unit or Common Element.

Article VI — Nuisances, Noise, and Conduct

6.1 No nuisance. No Owner may engage in any activity that is or becomes an annoyance or nuisance to other Owners, that unreasonably interferes with the use and enjoyment of another Unit or the Common Elements, or that increases the Association's insurance premiums.

6.2 Noise. Noise from tools, equipment, music, or engines must be kept at reasonable levels. The Board may establish quiet hours [e.g., 10:00 p.m. to 7:00 a.m.] during which noise audible outside a Unit must be minimized.

6.3 Odors, fumes, and dust. Activities producing excessive odors, fumes, smoke, or dust—including spray painting and certain finishing operations—must be contained within the Unit and may require Board approval and appropriate ventilation and filtration.

6.4 No unlawful conduct. No illegal activity, and no conduct that endangers the health or safety of others, is permitted anywhere in the condominium.

6.5 Firearms discharge. Discharging firearms within any Unit or on the Common Elements is prohibited.

Article VII — Appearance, Exterior, and Parking

7.1 Exterior alterations. No Owner may alter the exterior of a Unit or building—including doors, walls, roof, paint color, windows, lighting, antennas, or satellite dishes—without prior written approval of the Board. All exterior finishes and improvements must remain uniform with the community's standards.

7.2 Signage. No sign, banner, or advertisement may be displayed on or visible from the exterior of a Unit, except one Unit-identification number or nameplate of a size and design approved by the Board, and any sign required by law.

7.3 Overhead doors. Overhead and service doors must be kept closed except when the Unit is actively in use.

7.4 Parking and drive aisles. Drive aisles, fire lanes, and Common Element parking must be kept clear at all times. No Owner may store vehicles, trailers, or property outside a Unit or on the Common Elements except in areas specifically designated by the Board, and then only temporarily. No inoperable or unlicensed vehicle may be parked outside a Unit.

7.5 No exterior storage. No personal property, trash, materials, or equipment may be stored, placed, or left outside a Unit or on any Common or Limited Common Element.

7.6 Trash and cleanliness. Owners must keep their Units and adjacent areas clean and free of debris and must remove their own trash. No dumping is permitted in or around any shared receptacle unless the Association provides one for that purpose.

Article VIII — Leasing of Units

8.1 Permitted leasing. Unless prohibited by the Declaration, an Owner may lease the Owner's entire Unit, but only for uses permitted by Article III and only under a written lease. Partial-Unit leases and short-term "shared" arrangements are prohibited unless approved by the Board.

8.2 Lease terms. Every lease is subject to the Declaration, Bylaws, and these Rules, and must state that a violation by the tenant is a default under the lease. The Owner remains fully responsible for compliance and for any violation by the tenant.

8.3 Notice to Association. Within [ten (10)] days of signing, the Owner must provide the Association with the tenant's name and contact information and a copy of the lease (financial terms may be redacted).

Article IX — Maintenance and Repair

9.1 Owner responsibility. Each Owner must keep the interior of the Owner's Unit, and any Limited Common Elements assigned to it, in good, clean, safe, and sanitary condition and in good repair, at the Owner's expense, as further described in the Declaration.

9.2 Association responsibility. The Association maintains, repairs, and replaces the Common Elements as provided in the Declaration and Bylaws, the cost of which is funded through assessments.

9.3 Access. The Association and its agents may enter a Unit as permitted by the Declaration and Wis. Stat. ch. 703 for inspection, maintenance, repair, or emergency, on reasonable notice except in an emergency.

9.4 Damage caused by Owner. An Owner is responsible for the cost of repairing any damage to the Common Elements or to another Unit caused by the Owner or the Owner's guests, tenants, or contractors, to the extent not covered by insurance.

Article X — Insurance and Liability

10.1 Owner insurance. Each Owner should maintain insurance covering the contents of the Owner's Unit and the Owner's personal liability. The Association's master policy does not cover an Owner's personal property, stored vehicles, or hobby equipment.

10.2 No increased-risk activity. No Owner may keep anything or permit any activity in a Unit that would increase the Association's insurance premium, void coverage, or violate a policy condition, without Board approval and payment of any resulting premium increase.

10.3 Owner assumption of risk. Owners store property and conduct hobby activities at their own risk. The Association is not responsible for loss of or damage to property stored in a Unit or on the Common Elements.

Article XI — Animals

11.1 No animals may be kept, bred, or maintained in any Unit. An Owner's pet may accompany the Owner during a visit provided it is leashed or crated, under control at all times, and not left unattended in a Unit. This section does not restrict service animals as required by law.

Article XII — Assessments and Fees

12.1 Duty to pay. Each Owner must pay all regular and special assessments levied by the Association when due, as provided in the Declaration and Bylaws. Assessments fund maintenance of the Common Elements, insurance, utilities, administration, and reserves.

12.2 Late payment. Assessments not paid within [thirty (30)] days of the due date may bear a late charge of [$__ or __%] and interest at the rate permitted by the Declaration, and may become a lien against the Unit enforceable under Wis. Stat. ch. 703.

12.3 Costs of collection. An Owner is responsible for the Association's reasonable costs of collection, including attorney fees, to the extent permitted by law and the Declaration.

Article XIII — Enforcement and Fines

13.1 Enforcement authority. The Board may enforce these Rules by any lawful means, including written notice, fines, suspension of privileges to use Common Elements (other than access to the Owner's Unit), self-help to abate a violation at the Owner's expense, and legal action for injunctive relief and damages.

13.2 Notice and opportunity to be heard. Before imposing a fine, the Board will give the Owner written notice of the violation and a reasonable opportunity to correct it and to be heard, consistent with the Bylaws and Wisconsin law.

13.3 Fine schedule. Unless the Declaration or Bylaws provide otherwise, fines may be assessed as follows: first violation — written warning; second violation — [$__]; third and subsequent violations — [$__] each, and [$__] per day for a continuing violation. Fines are enforceable as assessments.

13.4 Abatement. If an Owner fails to correct a violation after notice, the Association may correct it and charge the cost to the Owner as an assessment.

13.5 Non-waiver. The Association's failure to enforce any Rule is not a waiver of its right to enforce that or any other Rule later.

Article XIV — Amendment and General Provisions

14.1 Amendment. The Board may adopt, amend, or repeal these Rules from time to time as permitted by the Declaration and Bylaws. Amendments take effect when adopted and distributed to Owners and do not require re-recording of the Declaration.

14.2 Severability. If any provision of these Rules is held invalid, the remaining provisions continue in full force.

14.3 Governing law. These Rules are governed by the laws of the State of Wisconsin, including Wis. Stat. ch. 703.

14.4 Notices. Notices to an Owner may be delivered to the Owner's address on file with the Association or by any method permitted by the Bylaws or Wisconsin law.

Adoption and Acknowledgment

These Rules and Regulations were adopted by the Board of Directors of the [NAME] Garage Condominium Owners' Association, Inc. and are effective as of the date below.

_____ Date: _____
[Name], President, Board of Directors

_____ Date: _____
[Name], Secretary, Board of Directors

Owner Acknowledgment

I acknowledge that I have received a copy of these Rules and Regulations and agree, on behalf of myself and my family members, guests, invitees, tenants, and contractors, to comply with them.

_____ Unit No.: _____
Owner Signature

Printed Name: _____ Date: _____