



Village Hall, 262-567-2757
Fax, 262-567-4115
Highway Dept., 262-567-2422
Police Dept., 262-567-1134
Building Inspector, 262-490-4141
www.summitvillage.org

Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

AGENDA

Village of Summit Plan Commission Thursday, March 20, 2025, 5:30 p.m.

At the Summit Village Hall, 37100 Delafield Road

1. CALL TO ORDER
2. ROLL CALL AND CONFIRM POSTING
3. PLEDGE OF ALLEGIANCE
4. MINUTES
 - February 20, 2025
5. Next meeting date – proposed for Thursday, April 17, 2025, at 5:30 p.m.
6. **PUBLIC HEARINGS:**
 - A. Receive comments and discuss a proposed request by Christopher Kadow for a Conditional Use Permit in order to allow commercial vehicle parking, including the parking of associated equipment, within a new proposed outbuilding. There will also be four designated outdoor parking spaces for employees. The subject property is located at 740 N. Griffith Road, specifically Lot 2 and Outlots 1 and 2 of Certified Survey Map No. 9495, part of the NW ¼ of Section 26, T7N, R17E (SUMT0678994002).
 - B. Receive comments and discuss a proposed request by Genesee Lake Road LLC, to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District in order to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).
 - C. Receive comments and discuss a proposed request by Genesee Lake Road LLC, for a Preliminary Plat to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).
7. **REGULAR BUSINESS:**
 - A. Discussion and action on a request by Kamron Nash, Village of Summit Public Works Director, to construct a parking lot at Genesee Lake Road Park, which is owned and operated by the Village of Summit, located at 37505 Genesee Lake Road (SUMT0685979001).

- B. Discussion and action on a request by Phil Zagrodnik for a Certified Survey Map to combine multiple properties into a single lot of record on property owned by Northcrest Properties LLC, located at 34324 Delafield Road (SUMT0669053).
- C. Discussion and action on a request by Christopher Kadow for a Conditional Use Permit and Site and Building Plan Approval in order to allow commercial vehicle parking, including the parking of associated equipment, within a new proposed outbuilding. There will also be four designated outdoor parking spaces for employees. The subject property is located at 740 N. Griffith Road (SUMT0678994002).
- D. Discussion and action on a request by Genesee Lake Road LLC, to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District in order to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).
- E. Discussion and action on a request by Genesee Lake Road LLC, for a Preliminary Plat to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

8. **UPDATE** on Zoning Code Land Use Project

9. **UPDATE** regarding Village Board action on Plan Commission matters

10. **ADJOURN** Plan Commission meeting

Respectfully submitted,

Amy Barrows, Village Planner

Posted: March 14, 2025

Next meeting date: April 17, 2025

***** 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 Village Hall at 567-2757.

***** It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any other governmental body except by the Village of Summit Plan Commission noticed above.



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PUBLIC HEARING NOTICES
VILLAGE OF SUMMIT, WISCONSIN

Thursday, March 20, 2025

Please be advised that the Village of Summit Plan Commission will hold a public hearing on **Thursday, March 20, 2025, at 5:30 p.m.**, at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin. The purpose of the hearing is to receive comments and discuss a proposed request by Christopher Kadow for a Conditional Use Permit in order to allow commercial vehicle parking, including the parking of associated equipment, within a new proposed outbuilding. There will also be four designated outdoor parking spaces for employees. The subject property is located at 740 N. Griffith Road, specifically Lot 2 and Outlots 1 and 2 of Certified Survey Map No. 9495, part of the NW ¼ of Section 26, T7N, R17E (SUMT0678994002).

Immediately following the above noticed public hearing, another public hearing will be held by the Village of Summit Plan Commission at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin, at which time the Plan Commission will receive comments and discuss a proposed request by Genesee Lake Road LLC, to amend the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District in order to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

Immediately following the above noticed public hearing, another public hearing will be held by the Village of Summit Plan Commission at the Summit Village Hall located at 37100 Delafield Road, Summit, Wisconsin, at which time the Plan Commission will receive comments and discuss a proposed request by Genesee Lake Road LLC, for a Preliminary Plat to accommodate a 19-lot single-family conservation type subdivision on property owned by Mary Alice Eschweiler. The areas designated as wetland, floodplain, and environmental corridor will remain unchanged. The subject property is located on the south side of Genesee Lake Road, south and east of the Ravinia Park Subdivision. The property is part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996).

Information regarding these applications is available for review at the Village of Summit Village Hall, 37100 Delafield Road, during regular business hours. Citizens with written comments regarding these public hearings may email those comments to the Village Deputy Clerk at deputyclerk@summitvillage.org or by using this link: <https://summitvillage.org/contact-us/> and those comments will be included in the meeting packet. The deadline to receive written comments is noon on Thursday, March 13, 2025. Verbal comments may be provided at the meeting. For more information regarding this public hearing, please contact Amy Barrows, Village Planner, at the Summit Village Hall (262) 567-2757.

All interested parties will be heard.

VILLAGE OF SUMMIT

Amy Barrows, Village Planner

Published: March 6 and March 13, 2025
Posted: March 6, 2025

January 22, 2025

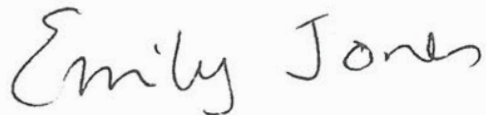
Emily Jones
722 N Griffith Road
Oconomowoc, WI 53066
262-965-3938

Village of Summit Plan Commission
Summit Village Hall
37100 Delafield Road
Oconomowoc, WI 53066

Hello,

My name is Emily Jones, I live at 722 N Griffith Road. I am neighbors and share a property line with Chris and Jessica Kadow. I understand they are applying for a conditional use permit. We share a common driveway, and they have been great neighbors since I have lived here. I fully support their wish to apply for the conditional use permit.

Please call me if you have any questions,

A handwritten signature in cursive script that reads "Emily Jones". The ink is dark and the handwriting is fluid and legible.

Emily Jones

Amy Barrows

From: Sarah LaValliere
Sent: Thursday, March 13, 2025 8:53 AM
To: Amy Barrows
Subject: Fw: Concerns about proposed Conditional Use Permit for 740 N. Griffith Rd



Sarah LaValliere
Deputy Clerk/ Deputy Treasurer
Village of Summit WI
Pop. 5159

37100 Delafield Rd * Summit WI 53066 ☎ 262.567.2757 ✉ deputyclerk@summitvillage.org

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From: [REDACTED]
Sent: Wednesday, March 12, 2025 7:31 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Concerns about proposed Conditional Use Permit for 740 N. Griffith Rd

To whom this may concern: We have concerns about the application by Christopher Kadow at 740 N Griffith Rd for a Condition Use Permit . We are the closest neighbors to the North and have been living with the increasing noise and traffic of Tree Service /Landscape Company for many years. We have had a Horse Farm at 812 N Griffith Rd.since 1974 and having a landscaping company for a neighbor has been a great challenge! We would love to be able to go back to the quiet residential feel at our home and in our neighborhood . Thank you for considering our request , Richard and Julie Sadowske

Amy Barrows

From: Sarah LaValliere
Sent: Thursday, March 13, 2025 8:52 AM
To: Amy Barrows
Subject: Fw: Feedback via the Village of Summit - Contact/Comment Form [#774]



Sarah LaValliere
Deputy Clerk/ Deputy Treasurer
Village of Summit WI
Pop. 5159

37100 Delafield Rd * Summit WI 53066 ☎ 262.567.2757 ✉ deputyclerk@summitvillage.org

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From: [REDACTED]
Sent: Wednesday, March 12, 2025 10:27 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Feedback via the Village of Summit - Contact/Comment Form [#774]

Name*: JOHN BOTS
Email*: [REDACTED]
Address*: 959 N SUMMIT AVE
OCONOMOWOC, Wisconsin 53066-9471

**Contact
Number*:**



Subject*:

Mr. Kadow Conditional Use Permit

Message*:

I believe Mr.Kadow should be allowed to get his conditional use permit. Constructing a building for his equipment to be stored, I believe, is going well above and beyond and should satisfy the village's request. I think we should support our neighbor in his continued future success by allowing this permit to be issued.



Amy Barrows

From: Sarah LaValliere
Sent: Wednesday, March 12, 2025 2:21 PM
To: Amy Barrows
Subject: Fw: Feedback via the Village of Summit - Contact/Comment Form [#771]



Sarah LaValliere
Deputy Clerk/ Deputy Treasurer
Village of Summit WI
Pop. 5159

37100 Delafield Rd * Summit WI 53066 ☎ 262.567.2757 ✉ deputyclerk@summitvillage.org

[Get Connected HERE](#)

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From: burst@emailmeform.com <burst@emailmeform.com> on behalf of Anne Sapienza & Tim Johnson <burst@emailmeform.com>
Sent: Wednesday, March 12, 2025 9:59 AM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Feedback via the Village of Summit - Contact/Comment Form [#771]

Name*: Anne Sapienza & Tim Johnson

Email*: [REDACTED]

Address*: 1190 N Griffith Road

Oconomowoc, WI 53066

**Contact
Number*:**



Subject*:

3/20/2025 Vote on Genesee Lake Road Proposal

Dear Village of Summit Plan Commission-

I hope this message finds you well. I am writing to express the strong opposition both my husband, Tim Johnson, and I have to the proposed development of Genesee Lake Road, LLC to amend the zoning map for a 19-single family home subdivision owned by Mary Alice Eschweiler which is to be discussed and voted on at this meeting. As residents of this community, we have great concern that this project would irreparably alter the rural character and serenity that define our area.

This region has long been valued for its natural beauty, peaceful atmosphere, and the agricultural and open spaces that contribute to its unique charm. Introducing a large-scale development would not only disrupt this environment but also negatively impact local wildlife, our air quality, and the overall quality of life for residents who chose this area precisely because of its rural nature.

We understand that development is often seen as necessary for growth, but it is important to weigh the long-term costs of sacrificing the land and values that make our village special. We urge you to reconsider this proposal and explore alternative solutions that would respect the delicate balance between development and preserving the rural environment.

Thank you for your time and consideration. We hope you will take the community's concerns into account when making your decision.

Sincerely,

Anne Sapienza & Tim Johnson, owners/residents at:
1190 N. Griffith Road
Summit, WI



Message*:

Amy Barrows

From: Sarah LaValliere
Sent: Friday, March 7, 2025 8:42 AM
To: Amy Barrows
Subject: Fw: Rezoning Genesee Lake Road SE of Ravina for 19 plot sub

From: Lisa Cortese [REDACTED]
Sent: Thursday, March 6, 2025 2:29 PM
To: Sarah LaValliere <deputyclerk@summitvillage.org>
Subject: Rezoning Genesee Lake Road SE of Ravina for 19 plot sub

Dear Deputy Clerk,

We are writing to express our strong opposition to the proposed rezoning of land South of Genesee Lake Road and East of Ravinia Park for the continual development of a 19-lot subdivision in the Village of Summit.

Our community is unique, and we value its tranquility, natural beauty, and sense of open space. The development of a 19-lot subdivision in this area would not only disrupt the character of our rural environment but also bring several potential negative consequences.

First and foremost, is the infrastructure in this area is not equipped to handle such a significant increase in population? Our roads, the strain on local utilities, such as water, sewer, and waste management systems, could lead to significant issues for current residents. Additionally, the increased demand on emergency services and other municipal resources would put a strain on a system that is already stretched thin and costing taxpayers.

Furthermore, this development will have a detrimental impact on the surrounding natural environment. Our area is home to wildlife, and the introduction of a large residential area could disrupt local ecosystems. It is also important to consider the effect on existing agricultural land, which is crucial for maintaining the rural economy and preserving the open space that defines the area.

The development of this subdivision could set a **concerning precedent** for further urbanization of what should remain a rural area. Such projects would slowly chip away at the unique character of our community, transforming it into something unrecognizable to those of us who chose to live here because of its peaceful, rural nature. We elected not to live in Pabst Farms for a reason.

We urge you to consider the long-term effects of this rezoning decision and prioritize the preservation of our rural landscape and community values.

Thank you for your time and consideration in this matter.

Lisa & Anthony Cortese
35100 Genesee Lake Road - 20+ year resident
[REDACTED]

Village of Summit – Genesee Lake Road Park Parking Lot
37505 Genesee Lake Road (SUMT0685979001)
03/20/2025 Plan Commission Meeting

Staff Report

Village of Summit, Wisconsin

Property Owner:	Village of Summit
Applicant:	Kamron Nash, Public Works Director
Zoning:	IN - Institutional District
Land Use Plan:	Institutional

Possible Motion:

Motion to approve the parking lot improvements as presented.

Summary:

The Village of Summit is proposing to install a new paved parking lot in the northeast corner of Genesee Lake Road Park. The parking lot will include 133 total additional parking stalls, 5 of which will be ADA compliant. The Village's engineering staff designed a rain garden south of the parking lot to manage runoff. The Village will install wheel stops on the north and south ends of the lot to avoid cars from extending over the paved lot.

The Village of Summit is proposing to install 20 trees along the north end of the lot and within the parking lot islands. No plantings are proposed on the east side of the parking lot. There are existing evergreen trees along the lot line on the adjacent property to the east.

A detailed description of the scope of work and purpose of construction has been provided by the Public Works Director and is included in the packet.



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Summit Village Hall • 37100 Delafield Road • Summit, WI 53066

MEMORANDUM

To: Plan Commission

From: Kamron Nash, P.E., Village Public Works Director

Date: March 13, 2025

Re: Proposed Parking Lot Construction at Genesee Lake Road Park (SUMT0685979001)

PURPOSE:

To request approval and feedback from the Plan Commission for the proposed construction of a parking lot and associated stormwater facilities at the Village's community park, Genesee Lake Road Park.

BACKGROUND:

Village Board Approval

As part of the 2025 – 2029 Capital Improvement Plan, the addition of a new parking lot was included for 2025. This parking lot will serve to alleviate parking congestion and overflow parking at the park for existing and future recreational events and facilities. The parking lot design, including stormwater facilities, landscaping, and an accessible pedestrian walkway will be brought to the Village Board for approval at the March 13, 2025 regular meeting. **Note that staff will provide an update to the Plan Commission based on action taken by the Village Board, as this summary was drafted prior to the March 13th meeting.*

Project Scope

The project includes an asphalt parking lot with landscaped islands, tree planting, a rain garden for stormwater retention and treatment, and an accessible asphalt walkway that connects to the existing path at the center of the four ball fields. The following considerations were made during the design process:

Location

SEH and Village staff considered several locations for a parking lot during the Village Park Master Planning efforts, as well as during the initial design phase. Currently, the northwest side of the park is leased by two lacrosse groups (KM Lacrosse and Pirate Lacrosse), and the area just southwest of the existing parking lot is leased by OABC for use in their D-league. There are relatively few locations on this side of the park that would provide sufficient room for a single lot that would not impact existing users. Use of the farm field area on the southwest side of the park is possible, but the cost to push the lot so far from Genesee Lake Rd and the proximity of the subdivision to the south makes this impractical. In addition, there is a mowed path that residents utilize through this area.

The best position for a parking lot with minimal impact to adjacent property owners was identified in the northeast corner of the park adjacent to Genesee Lake Rd. There are mature trees east and south of this location that provide screening. There are also trees on either side of Genesee Lake Rd that provide some screening to the agricultural property to the north.

Quantity of Parking Spaces

The existing parking lot in the park's center has 164 standard parking spaces and 4 accessible parking spaces. There have been times when large events have been scheduled that there is a significant amount of overflow parking required, with dozens of cars parking along Genesee Lake Rd and on the west side of the park. As proposed, the new lot will add an additional 128 standard parking spaces and 5 accessible parking spaces. In the event that new facilities are approved and constructed in the park (e.g., new ball fields, pickleball courts, etc.), the capacity provided by this lot will mitigate insufficient parking concerns.

Landscaping & Stormwater Facilities

The parking lot includes landscaped islands, per Village code requirements, and the design plan includes several trees planted along the north side of the lot that will provide screening. The intent is to have an aesthetically pleasing parking area with shaded areas.

A rain garden is proposed on the south side of the parking lot for stormwater from the lot. The lot will be sloped to allow for sheeted flow south toward the garden. The rain garden will contain native planting mix.

Accessibility Requirements

New parking facilities require a sufficient amount of accessible parking spaces and an accessible route from the lot to existing facilities. A paved path has been included in the design that extends from the southwest corner of the lot (adjacent to the accessible spaces) to the existing paved path in the center of the existing ball diamonds. The path will cross an existing drainage swale, and the design includes placement of a culvert through this area so that drainage is not negatively impacted.

Trail & Farm Field Accessibility

There is an existing "unofficial" perimeter trail that extends along the east property line from Genesee Lake Rd to the south. To mitigate disturbance to this well-used path, the lot and proposed swale east of the lot has been positioned so that it does not impact use.

The N Dousman Rd Multi-Use Trail project is currently in design. The trail is proposed to extend along the south side of Genesee Lake Rd just inside the north property line of the park. The lot was designed to accommodate the trail, and staff have been communicating with both consultants working on the projects to ensure there are no conflicts.

Staff consulted with the farmer who currently leases the farm fields at the park. He indicated that he would require a 20-foot clear access between the east property line and the swale to access the fields with his equipment. This clear zone will also allow for equipment access for future improvements on the east/south side of the park.

Potential Ball Field Additions

Village staff were directed to work with OABC on the placement of two proposed ball fields that would work with the new parking lot design. Alternate lot layouts were considered that deviated from the existing final design, but there were several factors that did not make this financially feasible. The lot was ultimately moved closer to Genesee Lake Rd to provide more room to the south for ball fields. SEH included the footprint of two additional fields on the

drawing to depict a possible layout. *Note that the Village Board will consider the OABC's request for new fields separately, and these are not included in the subject project. If the Board approves the addition, OABC will be instructed to bring forward to the Plan Commission for review and approval at a future date.*

The following supplementary documents have been provided to depict the sizes of the tanks and the proposed installation:

1. Construction Plans for Genesee Lake Road Park Parking Lot (dated March 6, 2025)

The plans include a site plan layout that depicts the placement of the parking lot and facilities on the park property. A grading/drainage plan and a landscape plan have also been included. *Note that SEH and Village staff are currently working to determine if there is interest from a developer to take the excess clean fill from this project. In the event that an interested party is not identified, a berm will be constructed to the south of the rain garden. Temporary stockpiling locations are identified on the site plan.*

2. Site Photos Depicting Neighboring Properties

These images depict the view and the existing screening to the south, east, and north.

- The property directly to the north of the proposed parking lot location consists of agricultural lands. The residence at 1345 N Dousman Rd that lies northeast of the park property is approximately 1,200 feet from the southeast corner of the park. There are existing trees along both sides of Genesee Lake Rd adjacent to the proposed lot, as well as trees on the residential property itself, that act as a screen to the parking lot from the residence. The landscape plan does include planting of several trees on the north side of the lot that will create additional natural screening.



Aerial image of the Village park property depicting neighboring properties to the north.

- The Genesee Lake Farms subdivision is located directly to the south of the park property. There are currently mature trees that line the south border of the park that shield the view of the parking lot from the residences.
- The property directly to the east and those to the southeast also have mature trees along the east border of the park that screen the view of the park.



Aerial image of the Village park property depicting neighboring properties to the east and south.

ATTACHMENTS:

1. Construction Plans for Genesee Lake Road Park Parking Lot (dated March 6, 2025)
2. Site Photos Depicting Neighboring Properties

VILLAGE OF SUMMIT, WISCONSIN

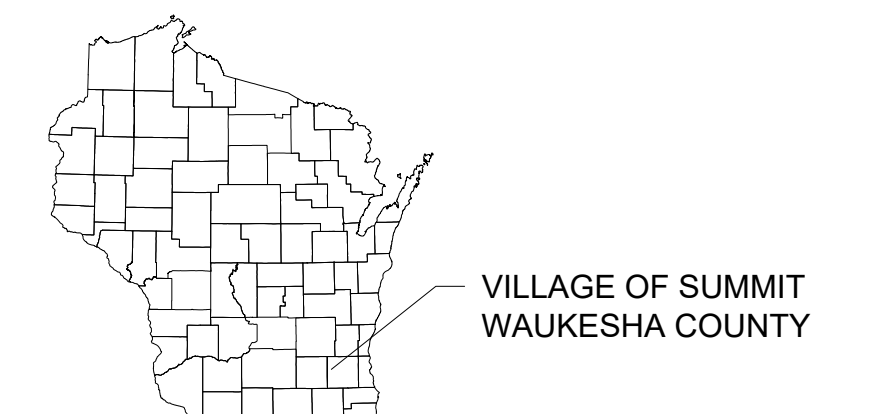
CONSTRUCTION PLANS FOR GENESEE LAKE ROAD PARK PARKING LOT

EXISTING	
	RIGHT OF WAY
	PERMANENT EASEMENT
	PROPERTY LINE
	HORIZONTAL CONTROL POINT
	BENCHMARK
	SURVEY MARKER
	SOIL BORING
	SANITARY SEWER AND MANHOLE
	FORCE MAIN AND LIFT STATION
	SANITARY SEWER SERVICE & CLEANOUT
	WATER MAIN, HYDRANT, VALVE AND MANHOLE
	WATER SERVICE AND CURB STOP BOX
	STORM SEWER, MANHOLE AND CATCH BASIN
	CULVERT AND APRON ENDWALL
	GAS MAIN, VALVE, VENT AND METER
	HANDHOLE
	BURIED FIBER OPTIC CABLE AND MANHOLE
	BURIED PHONE CABLE, PEDESTAL AND MANHOLE
	BURIED TV CABLE, PEDESTAL AND MANHOLE
	BURIED ELECTRIC CABLE, PEDESTAL, MANHOLE, TRANSFORMER AND METER
	OVERHEAD WIRE, POLE AND GUY WIRE
	LIGHT POLE
	TRAFFIC SIGNAL
	STREET NAME SIGN
	SIGN (NON STREET NAME)
	RAILROAD TRACKS
	DECIDUOUS AND CONIFEROUS TREE
	BUSH / SHRUB AND STUMP
	EDGE OF WOODED AREA
	WETLAND
	BUILDING
	FENCE (UNIDENTIFIED)
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	ELECTRIC WIRE FENCE
	WOOD FENCE
	WOVEN WIRE FENCE
	PLATE BEAM GUARDRAIL
	CABLE GUARDRAIL
	POST / BOLLARD
	RETAINING WALL
PROPOSED	
	STREET CENTERLINE
	RIGHT-OF-WAY
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	CONSTRUCTION LIMITS
	SANITARY SEWER, BULKHEAD AND MANHOLE
	FORCE MAIN
	SANITARY SERVICE AND CLEANOUT
	WATER MAIN, TEE, HYDRANT, BULKHEAD AND VALVE
	WATER VALVE MANHOLE, REDUCER, BEND AND CROSS
	WATER SERVICE AND CURB STOP BOX
	STORM SEWER, MANHOLE AND CATCH BASIN
	CULVERT AND APRON ENDWALL
	DRAIN TILE
	DITCH / SWALE
	RIPRAP
	STREET NAME SIGN
	SIGN (NON STREET NAME)
	RETAINING WALL



INDEX	
SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	DETAILS
3	PRELIMINARY SITE PLAN
4	DRAINAGE & GRADING PLAN
5	LANDSCAPE PLAN
THIS PLAN CONTAINS 5 SHEETS.	

PROJECT LOCATION



Save: 3/6/2025 3:38 PM smickelson Plot: 3/6/2025 3:42 PM X:\PTT\S\SUMMV18325585-final-dsgn\51-drawings\10-Civil\cad\dwg\sheet\SUMMV18325585_SITE & GRD.dwg

NOTE:
THE SUBSURFACE UTILITY QUALITY INFORMATION IN THIS PLAN IS LEVEL D.
THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE
GUIDELINES OF C/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE
COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL CALL THE WISCONSIN ONE CALL SYSTEM AT
811 BEFORE COMMENCING EXCAVATION.



Know what's below.
Call before you dig.

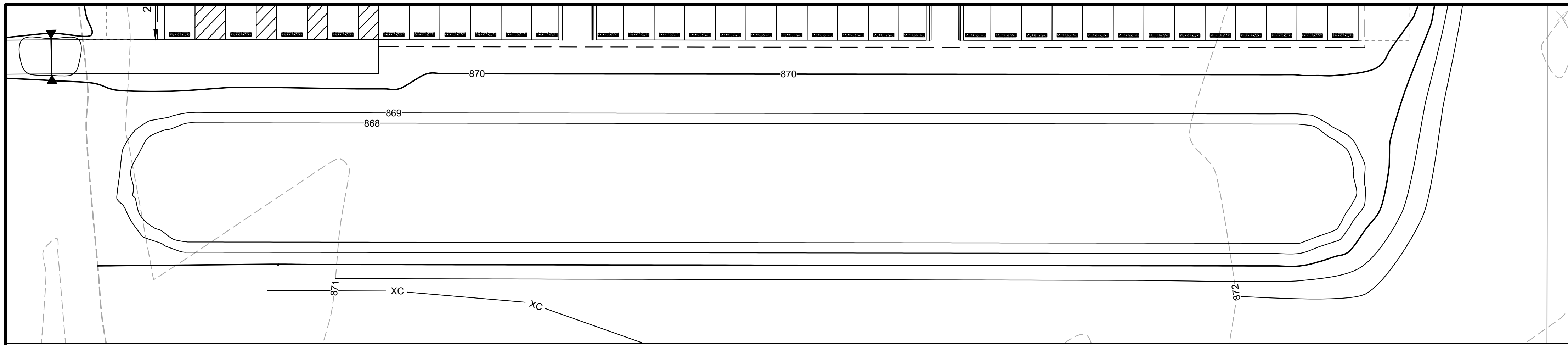
VILLAGE OF SUMMIT, WISCONSIN



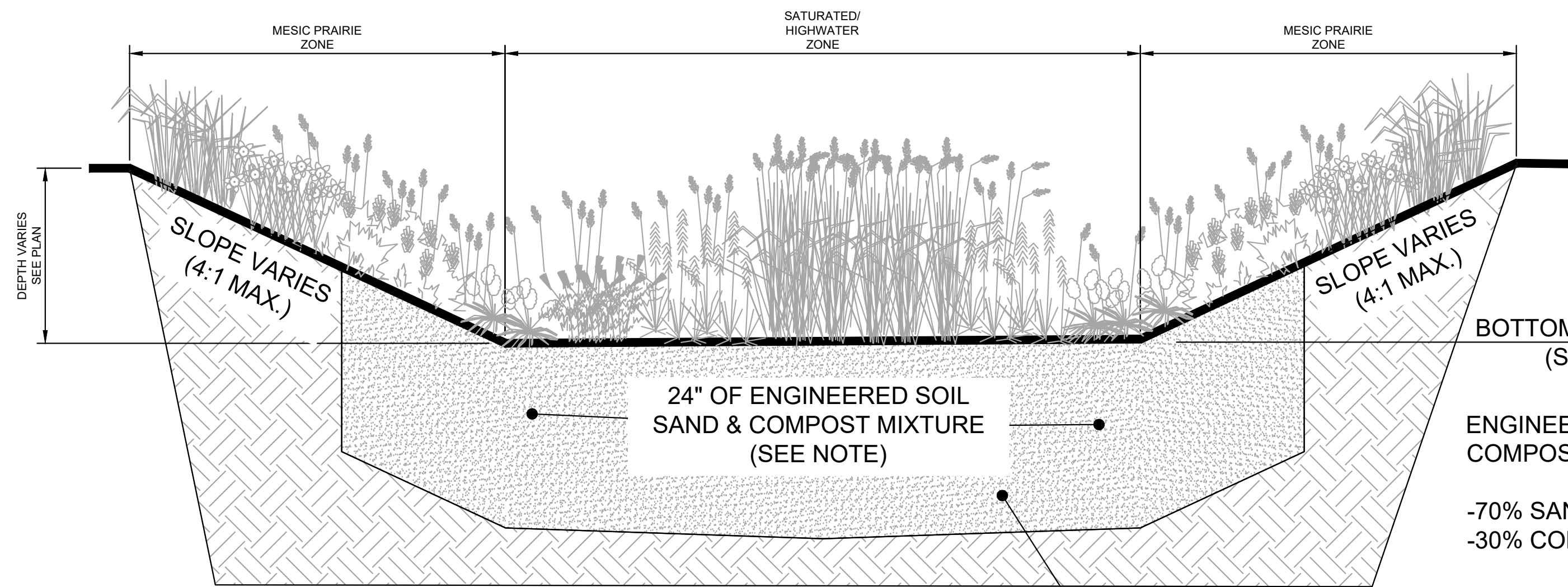
PROJECT NO.

183258

1
of 5



RAIN GARDEN SOUTH DETAIL
1" = 20'



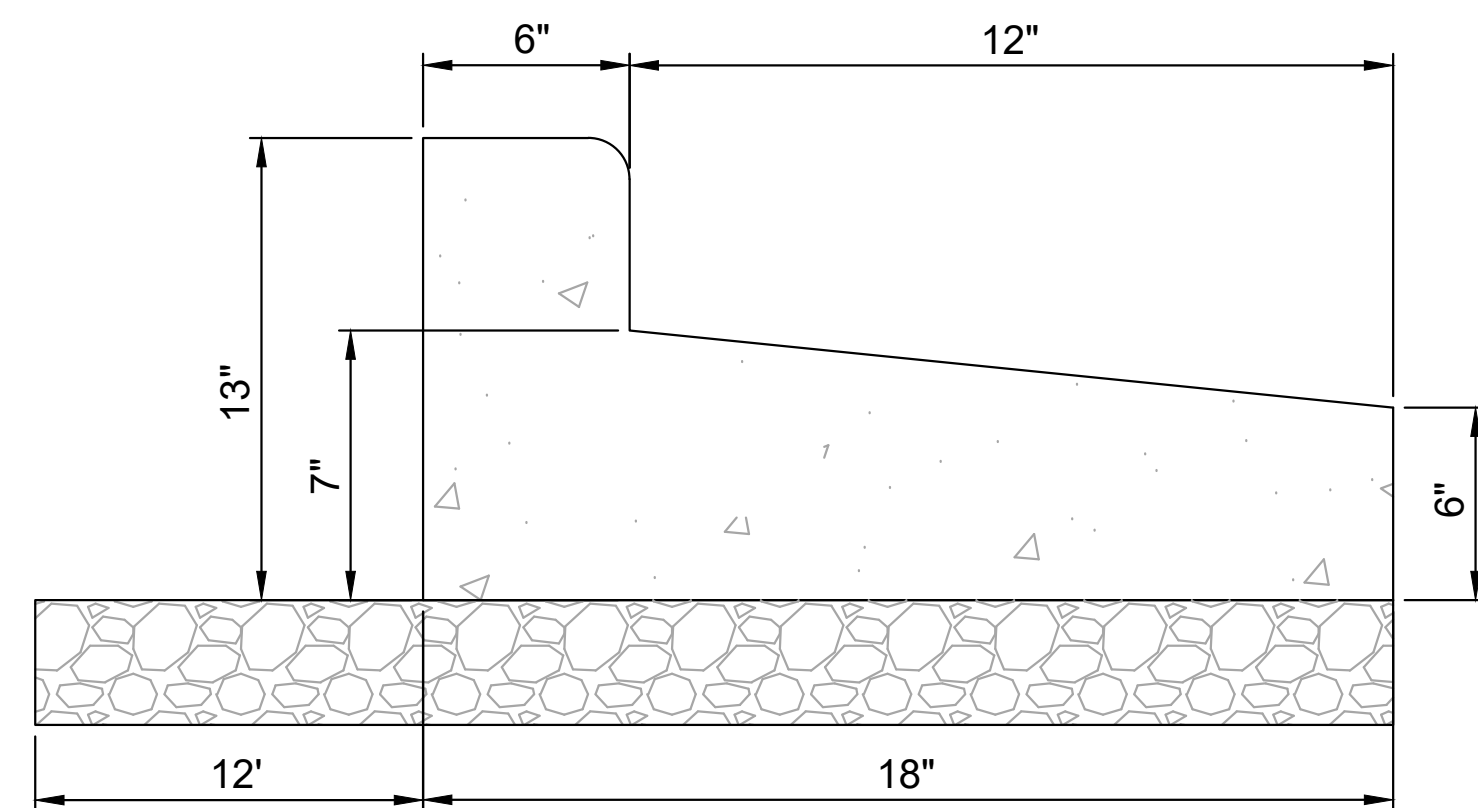
BIO - RETENTION BASIN DETAIL
(N.T.S.)

BOTTOM ELEV. VARIES
(SEE PLAN)

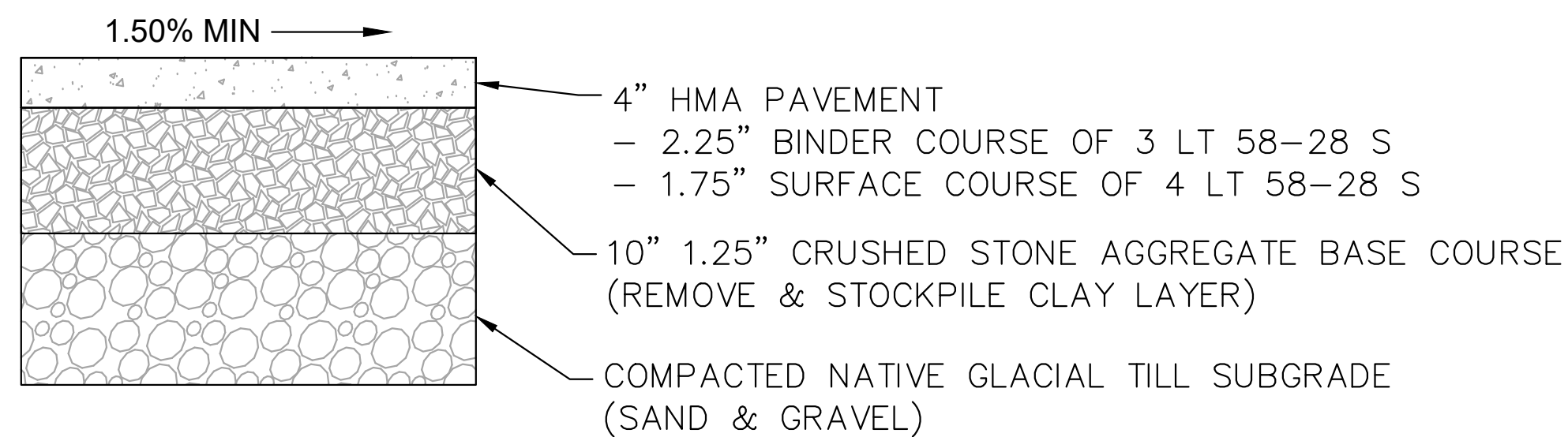
ENGINEERED SOIL MIXTURE SHALL BE
COMPOSED OF THE FOLLOWING:

- 70% SAND (PER DNR SPEC. 1004)
- 30% COMPOST (PER DNR SPEC. S100)

SEE DNR TECH STD. 1004 FOR ADDITIONAL
SPECIFICATIONS REGARDING THESE MATERIALS.



18" VERTICAL FACE REJECT CURB DETAIL
N.T.S.



ASPHALT CROSS SECTION
NTS

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SEH Project	183258	Rev.#	Plan Revision Issue Description	Date	Rev.#	Sheet Revision Issue Description	Date
Drawn By	SM	#	#	#	#	#	#
Designed By	SM	#	#	#	#	#	#
Checked By	RM	#	#	#	#	#	#



**GENESSEE LAKE ROAD
PARK PARKING LOT**
VILLAGE OF SUMMIT

DETAILS

DATE: 3/6/2025 3:42 PM



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Checked By	RM	#	#	#	#	#	#

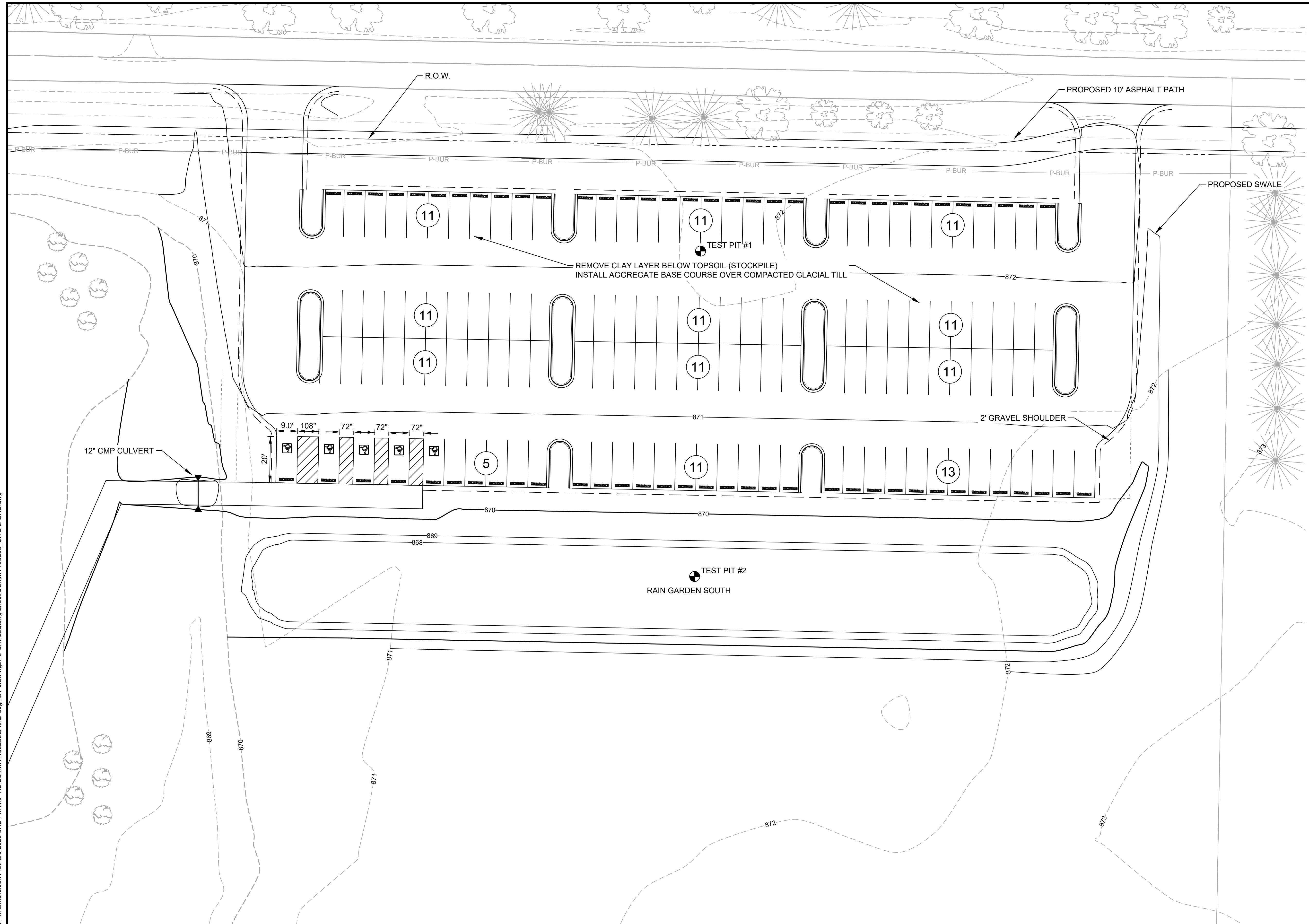


**GENESSEE LAKE ROAD
PARK PARKING LOT**
VILLAGE OF SUMMIT

PRELIMINARY SITE PLAN



- TEST PIT #1
8" TOPSOIL
8" CLAY
GLACIAL TILL MATERIAL
- TEST PIT #2
8" TOPSOIL
24" CLAY
GLACIAL TILL MATERIAL



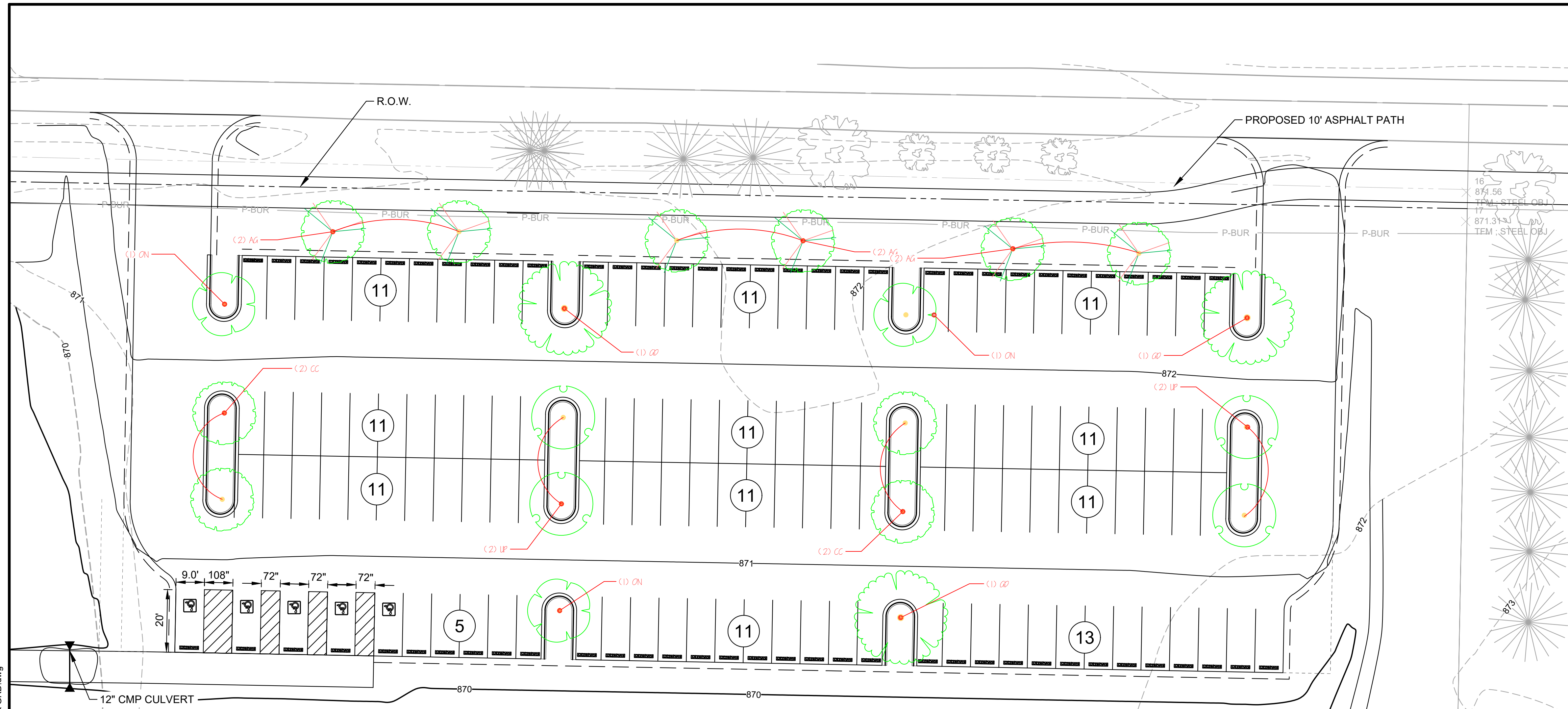
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Checked By	RM	#	#	#	#	#	#



**GENESSEE LAKE ROAD
PARK PARKING LOT**
VILLAGE OF SUMMIT

GRADING & DRAINAGE PLAN

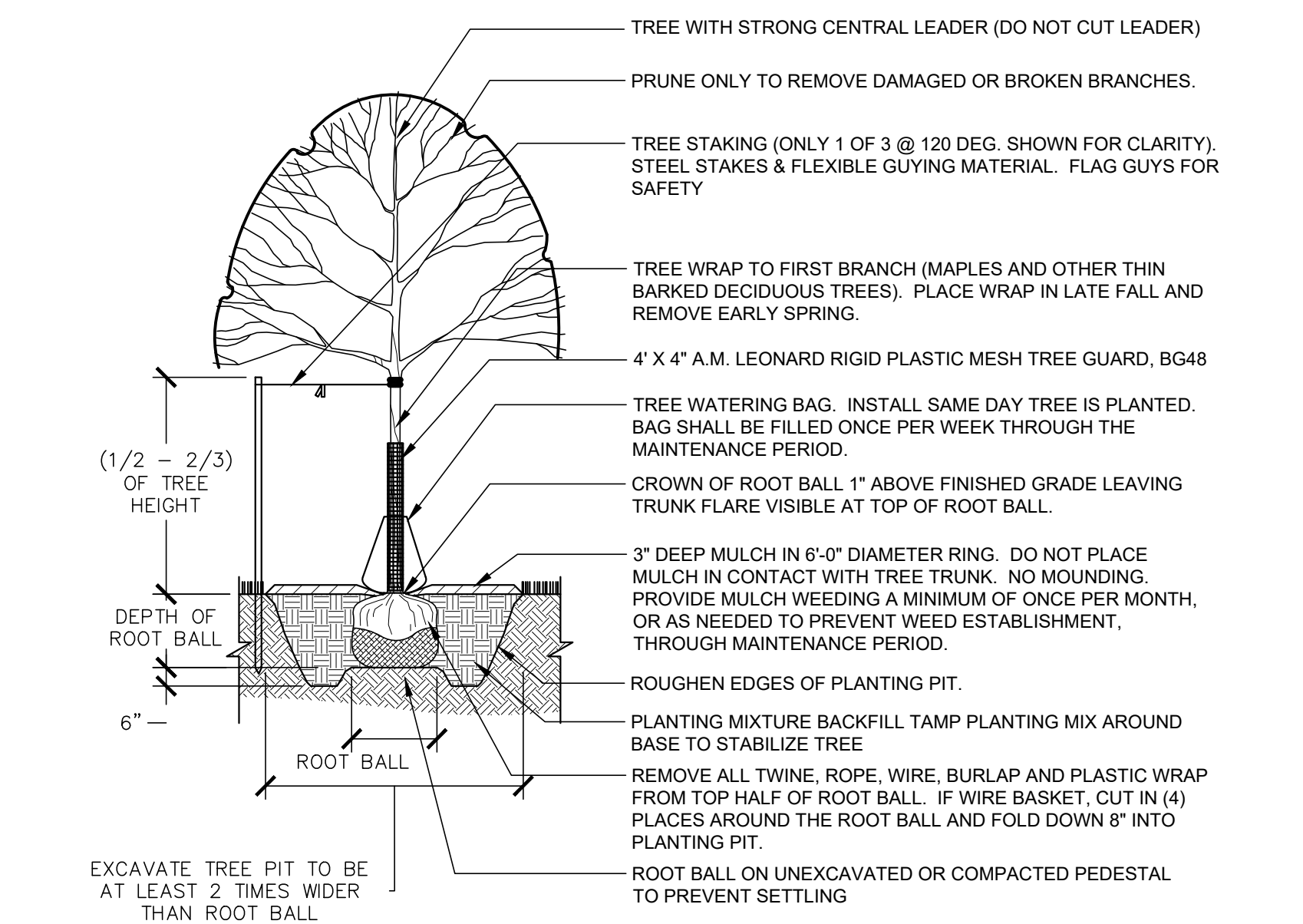


PLANTING NOTES

- EXISTING TREES FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED. QUESTIONS REGARDING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO REMOVAL.
- THE LAYOUT OF ALL PLANTING BEDS AND INDIVIDUAL TREES SHALL BE STAKED BY THE CONTRACTOR IN ADVANCE OF INSTALLATION. FLAGGING, STAKES, OR PAINT MAY BE USED TO DELINEATE LOCATIONS AS SCALED FROM THE PLANS. THE LANDSCAPE ARCHITECT WILL REVIEW THESE LOCATIONS WITH THE CONTRACTOR AND MAKE MINOR ADJUSTMENTS AS NECESSARY. BED LAYOUT SHALL ALSO INCLUDE PERENNIAL GROUPINGS BY SPECIES.
- THE CONTRACTOR IS RESPONSIBLE FOR INDEPENDENTLY DETERMINING THE PLANT MATERIAL QUANTITIES REQUIRED BY THE LANDSCAPE PLANS. REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.
- SALVAGE TOPSOIL FROM THE EARTHWORK AREAS AS APPROPRIATE AND/OR AS DIRECTED BY LANDSCAPE ARCHITECT AND STOCKPILE FOR REUSE IN LOCATION APPROVED BY OWNER.
- AREAS UNDER PLANTING BEDS SHALL NOT CONTAIN COMPACTED AGGREGATE TO ALLOW FOR PROPER DRAINAGE AND GROWTH OF PLANT MATERIAL. REMOVE AGGREGATE AND PERFORM SUBSOILING AS NECESSARY TO OBTAIN LOOSE, FREE DRAINING SUBGRADE BELOW PLANTING BEDS. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS.
- CONTRACTOR SHALL ENSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL AREAS.
- ALL DISTURBED AREAS OUTSIDE THE LIMITS OF WORK SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- ALL PLANTED TREES SHALL BE MULCHED WITH 3" DEEP SHREDDED HARDWOOD MULCH PER PLANTING DETAILS. MULCH SHALL BE CONSIDERED INCIDENTAL TO PLANT MATERIALS.
- NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL BY THE LANDSCAPE ARCHITECT. ALL PLANT MATERIAL AND SEED SHALL BE PROVIDED FROM A NURSERY (WITHIN 200 MILES) WITH A SIMILAR PLANT HARDINESS ZONE AS PROJECT LOCATION.
- CONTRACTOR IS RESPONSIBLE FOR ON-GOING MAINTENANCE OF ALL NEWLY INSTALLED MATERIALS UNTIL TIME OF OWNER ACCEPTANCE. ANY ACTS OF VANDALISM OR DAMAGE WHICH MAY OCCUR PRIOR TO OWNER ACCEPTANCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

PLANT_SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE
	AG	6	Amelanchier x grandiflora 'Autumn Brilliance' / Autumn Brilliance Apple Serviceberry	10' Tall
	CC	4	Celtis occidentalis 'Chicagoland' / Chicagoland Hackberry	2.5" CAL
	GD	3	Gymnocladus dioicus 'Espresso' / Kentucky Coffeetree	2.5" CAL
	ON	3	Ostrya virginiana 'JFS-KW5' / Autumn Treasure® American Hophornbeam	2.5" CAL
	UP	4	Ulmus x 'New Horizon' / New Horizon Elm	2.5" CAL



1 TREE PLANTING
1/4" = 1'-0"

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Checked By	RM	#	#	#	#	#	#



**GENESSEE LAKE ROAD
PARK PARKING LOT**
VILLAGE OF SUMMIT

LANDSCAPE PLAN

Genesee Lake Road Park – Photos Depicting Neighboring Properties



Facing north across Genesee Lake Rd from northeast corner of proposed lot.



Facing northwest across Genesee Lake Rd from northeast corner of proposed lot.



Facing east towards adjacent residential property from northwest corner of proposed lot.



Facing northeast across Genesee Lake Rd from northwest corner of proposed lot.



Facing south towards Genesee Lake Farms subdivision from northwest corner of proposed lot.

CERTIFIED SURVEY MAP REVIEW
3/20/2025 Plan Commission Meeting
Ole's CSM – Lot Combination

Staff Report

Village of Summit, Wisconsin

Property Location: 34324 Delafield Road (SUMT0669053)

Property Owner: Northcrest Properties LLC

Applicant: Phil Zagrodnik

Lot Size: 0.96-acre

Zoning: NC Neighborhood Commercial, FO Floodplain Overlay

Land Use Plan: Mixed Use

Possible Motion: *Motion to recommend that Village Board approve the Certified Survey Map to combine multiple legal lots of record, subject to the following conditions:*

- A. *APPROVALS FROM ALL OBJECTING AND APPROVING BODIES: Petitioner shall satisfy all comments, conditions and concerns of Waukesha County Department of Public Works, and the Village Engineer, Surveyor, and Planner prior to approval of the final Certified Survey Map.*
- B. *SUBJECT TO REIMBURSEMENT OF EXPENSES. As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional CSM approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- C. *UTILITY CONNECTION FEES. As a condition precedent to this conditional CSM approval taking effect, the Petitioner shall pay all utility connection fees owed to the Village of Summit. **Note: The CSM does not result in the creation of any new lots. Therefore, this condition does not apply.***
- D. *BUSINESS OR COMMERCIAL USE. This lot is subject to compliance with Site Plan and Business Plan of Operation approvals.*
- E. *ONE YEAR TO SATISFY CONDITIONS. Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the CSM.*

Summary:

The subject property has been occupied and taxed as a single parcel for many years. However, the property legally consists of five legal lots of record, including Lots 20, 21, 22, 23, and 26 in the Map of Venice Beach. The property consists of 39,455 sq. ft., 0.906 acres. There are several buildings, including a tavern, three separate garages, and a shed.

In January of 2024, the applicant received approval to amend the Business Plan of Operation for the property. The applicant was required to submit a Certified Survey Map for review and approval combining all five lots prior to November 1, 2024. The applicant was also required to submit an application for parking lot improvements prior to November 1, 2024. The number of stalls were required to meet the zoning ordinance provisions and the parking was required to be paved and marked. Village staff has been working with the applicant for several months to address these conditions. This report addresses the Certified Survey Map. The applicant will be submitting the parking lot improvements at next month's meeting.

Considerations:

Access and Frontage: The property has frontage on Delafield Road (CTH DR). However, there is a strip of land between the road right-of-way and a portion of the subject property that is currently owned by the adjacent property owner to the east. The strip is part of an outlot. Ownership can be transferred to an adjacent lot owner. This strip of land may impact the location where access is provided for parking purposes.

Total Area: The combined lot is 39,455 sq. ft., 0.906 acres. The individual lots of record are currently nonconforming. The combined acreage will continue to be nonconforming to the minimum lot size requirements. The NC Neighborhood Commercial District requires a minimum lot size of 40,000 sq. ft. The lot will be nonconforming by 545 sq. ft.

The lot complies with the minimum lot width standard of 200 ft.

Sanitary Sewer System available: The property is in Utility District #2 and is currently served by sanitary sewer.

Water System Available: The property is served by a private well.

Natural Resources: There are mapped floodplain and wetland areas on the property.

Planner Comments:

- The applicant shall submit the CSM to Waukesha County Department of Public Works for review and approval. Written documentation shall be submitted to the Village from Waukesha County Department of Public Works that the CSM is acceptable.
- Note 4 on Sheet 1 will need to be revised. FEMA recently approved a Letter of Map Revision for the Bark River. The floodplain reference should be updated to read "Floodplain elevation is 872' NAVD 88, per LOMR 21-05-1028P effective 11/28/2022. The boundary shown on the CSM may need to be modified accordingly.
- Note 5 on Sheet 1 can be removed. Zoning and setbacks could change in the future.
- The wetland and floodplain boundaries shall be field determined. The source and date of delineations shall be noted on the CSM.
- There is no primary environmental corridor on the property. The restrictions on Sheet 4 shall be modified to reflect Floodplain and Wetland. The restrictions may need to change based on the field delineation.
- Jim Siepmann's name is incorrectly spelled on the Plan Commission signature block. There are two "n's" at the end of his last name.

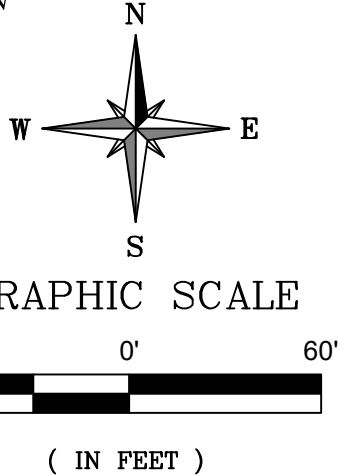
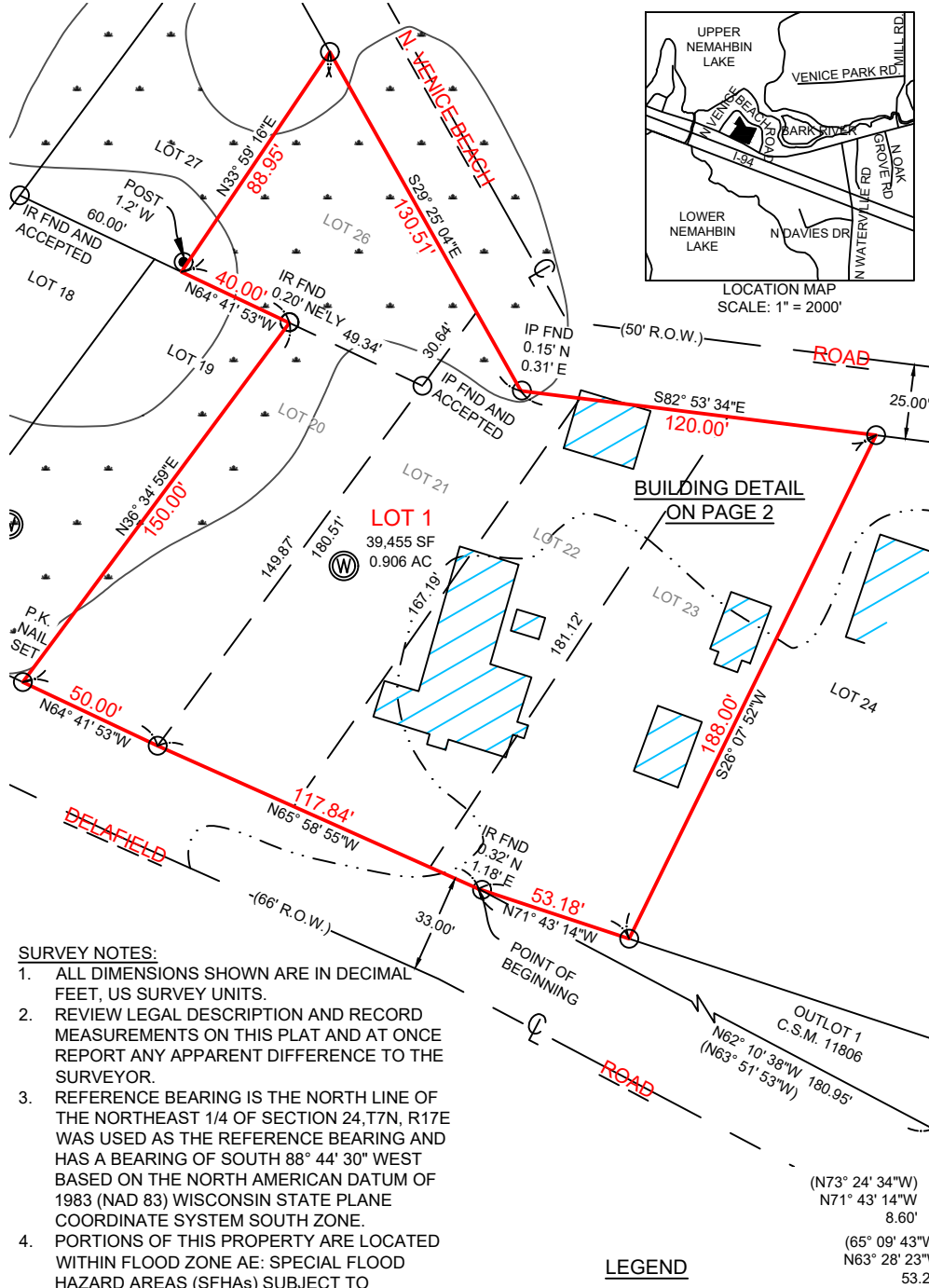
Ole's CSM

- A note shall be added that says “The entire property is located in the Village of Summit Shoreland Jurisdictional Boundary”.
- The public trust doctrine note shall be added to the CSM as required by statute.
- The interior lot lines of the previous subdivision shall be removed from the final CSM.

Surveyor and Engineering Comments: Pending.

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
 A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
 BEING PART OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
 VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



SURVEY NOTES:

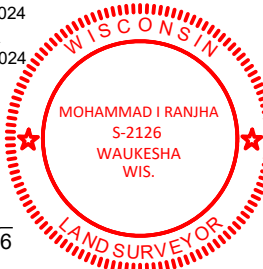
- ALL DIMENSIONS SHOWN ARE IN DECIMAL FEET, US SURVEY UNITS.
- REVIEW LEGAL DESCRIPTION AND RECORD MEASUREMENTS ON THIS PLAT AND AT ONCE REPORT ANY APPARENT DIFFERENCE TO THE SURVEYOR.
- REFERENCE BEARING IS THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 24, T7N, R17E WAS USED AS THE REFERENCE BEARING AND HAS A BEARING OF SOUTH 88° 44' 30" WEST BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) WISCONSIN STATE PLANE COORDINATE SYSTEM SOUTH ZONE.
- PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN FLOOD ZONE AE: SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANGE TO FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED PER INFORMATION FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ON FLOOD INSURANCE RATE MAP NO. 55133C0166H DATED NOVEMBER 5, 2014.
- THE PROPERTY IS ZONED NC (NEIGHBORHOOD COMMERCIAL) PER VILLAGE OF SUMMIT ZONING MAP.
- SETBACKS (PER VILLAGE OF SUMMIT MUNICIPAL CODE):
 - 5.1.1. 50' FRONT/STREET SETBACK
 - 5.1.2. 25' REAR YARD SETBACK
 - 5.1.3. 25' SIDE YARD SETBACK
 - 5.1.4. 25' WETLAND SETBACK

LEGEND

- 1" IRON PIPE/ROD FOUND
- IRON PIPE 18" x 1" DIA. PLACED 1.13 LBS. PER LIN. FT.
- SECTION CORNER MONUMENT
- POST FOUND
- WELL FOUND
- FLOODPLAIN PER WAUKESHA COUNTY GIS AS OF 12/11/2024
- WETLAND PER WAUKESHA COUNTY GIS AS OF 12/11/2024

ABBREVIATIONS:

- 12.23' = MEASURED DISTANCE (12.23')
- B.S.L. = RECORD/DEED DISTANCE
- CSM = CERTIFIED SURVEY MAP
- C.T.H. = COUNTY TRUNK HIGHWAY
- E = EAST
- FFE = FINISH FLOOR ELEVATION
- FND = FOUND
- IP = IRON PIPE
- IR = IRON ROD
- NAD = NORTH AMERICAN DATUM
- N = NORTH
- NE = NORTHEAST
- NO. = NUMBER
- NW = NORTHWEST
- RIM = RIM OR TOP POINT
- R.O.W. = RIGHT OF WAY
- S = SOUTH
- SE = SOUTHEAST
- S.T.H. = STATE TRUNK HIGHWAY
- SW = SOUTHWEST
- U.S.H. = UNITED STATES HIGHWAY
- W = WEST



OWNER:
 PHIL ZAGRODNIK
 W324N8375 Northcrest Drive
 Hartland, WI 53029

DATED AT WAUKESHA, WISCONSIN THIS 11th DAY OF FEBRUARY, 2025.

BY:
 MOHAMMAD RANJHA - WISCONSIN PROFESSIONAL LAND SURVEYOR NO. S-2126
 THIS INSTRUMENT WAS DRAFTED UNDER THE SUPERVISION OF MOHAMMAD RANJHA.

SHEET: 1 OF 5



JAHNKE & JAHNKE
 ASSOCIATES, LLC.
 ENGINEERS • PLANNERS • SURVEYORS
 CONNECT ► EMPOWER ► DESIGN
 WWW.JAHNKEANDJAHNKE.COM
 524 BLUEMOUND ROAD, WAUKESHA, WI 53188
 PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM

DRAWN BY: JB		CHECKED BY: MR	
JOB NO.: 23-9846B			
REVISION			
DATE	DESCRIPTION	BY	

FILE NAME: S:\projects\23-9846 Oles Tap Phil Zldwg\23-9846B - CSM.dwg

CERTIFIED SURVEY MAP NO. _____

BEING A REDIVISION OF LOTS 20, 21, 22, 23, AND 26 IN MAP OF VENICE BEACH
 A SUBDIVISION OF BLOCK "F" OF THE PLAT OF VENICE PARK
 BEING PART OF THE NE 1/4 OF SECTION 24, TOWN 7 NORTH, RANGE 17 EAST,
 VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Mohammad Ranjha, a Wisconsin Professional Land Surveyor do hereby certify and say that I have surveyed, divided and mapped the following land bounded and described as follows:

All that being a redivision of Lots 20, 21, 22, 23, and 26 in Map of Venice Beach, a Subdivision of Block "F" of the Plat of Venice Park, being a part of the Northeast Quarter of Section 24, Township 7 North, Range 17 East, Village of Summit, Waukesha County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 24; thence South 88° 44' 30" West, 1358.31' along the North line of said Section 24 to the Meander Corner of the Northwest corner of the Northeast Quarter of said Section 24; thence South 09° 58' 06" West, 1219.26 feet to the Easterly right-of-way line of North Venice Beach Road; thence, South 06° 30' 37" West, along said right-of-way line, 140.38 feet to the Northerly right-of-way line of Delafield Road; thence, North 63° 28' 23" West, along said right-of-way line, 53.21 feet; thence, continuing along said Northerly right-of-way line, North 71° 43' 14" West, 8.60 feet; thence, continuing along said right-of-way line, North 62° 10' 38" West, 180.95 feet to a bend point and for the place of beginning of the lands herein described; thence, continuing along said right-of-way line, North 65° 58' 55" West, 117.84 feet; thence, continuing along said right-of-way line, North 64° 41' 53" West, 50.00 feet; thence North 36° 34' 59" East, along the Northwesterly line of Lot 20 in said Map of Venice Beach, 150.00 feet to the Northwesterly corner of the aforesaid Lot 20; thence North 64° 41' 53" West, along the Southwesterly line of said Lot 26, 40.00 feet; thence North 33° 59' 16" East, along the Northwesterly line of Lot 26 of said Map of Venice Beach, 88.95 feet to the Southwesterly right-of-way line of North Venice Beach Road; thence, South 29° 25' 04" East, along said right-of-way line, 130.51 feet; thence, continuing along said right-of-way line, South 82° 53' 34" East, 120.00 feet; thence South 26° 07' 52" West, 188.00 feet; thence North 71° 43' 14" West, 53.18 feet to the Northerly right-of-way line of Delafield Road and to the point of beginning. Containing 39,455 square feet or 0.906 acres of land, more or less.

I further certify that we have made such survey, land division, and map by the direction of the owners of said land; that such map is a correct representation of the exterior boundaries of the land surveyed and map thereof made; and that we fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes pertaining to Certified Survey Maps (Section 236.34) and the regulations of the Village of Summit in surveying, dividing, and mapping the same.



M. I. Ranjha

 MOHAMMAD RANJHA - Wis. Reg. No. S-2126

STATE OF WISCONSIN }
 WAUKESHA COUNTY } ss.

The above certificate subscribed and sworn to me this 11th day of FEBRUARY, 2025.

Robert Allen Krause
 Notary Public, State of Wisconsin

My commission expires April 18th, 2028.

Robert Allen Krause

ROBERT ALLEN KRAUSE - NOTARY PUBLIC

FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 3 OF 5		JAHNKE & JAHNKE		DRAWN BY: JB	CHECKED BY: MR	
		ASSOCIATES, LLC.		JOB NO.: 23-9846B		
		ENGINEERS • PLANNERS • SURVEYORS		REVISION		
		CONNECT ► EMPOWER ► DESIGN		DATE	DESCRIPTION	BY
		WWW.JAHNKEANDJAHNKE.COM				
524 BLUEMOUND ROAD, WAUKESHA, WI 53188						
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM						

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PRIMARY ENVIRONMENTAL CORRIDOR AND WETLAND RESTRICTIONS

Those areas identified as a primary Environmental Corridor and Wetland Preservation Area on page 1 of this Certified Survey Map shall be subject to the following restrictions:

1. Grading, filling and removal of topsoil or other earthen materials are prohibited, unless specifically authorized by the Village of Summit and, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal or destruction of any vegetative cover, i.e. trees, shrubs, grasses, etc., is prohibited with the exception that invasive, dead, diseased, or dying vegetation may be removed, at the discretion of the landowner, and with the approval of the Village of Summit.
3. Grazing by domesticated animals, i.e., horses, cows, etc., is prohibited unless grazing is conducted in order to manage invasive vegetation and approval is obtained by the Village of Summit.
4. The introduction of plant material not indigenous to the existing environment is prohibited.
5. Ponds are prohibited unless designed to enhance the natural environment. Ponds that may be permitted are subject to the approval of the Village of Summit, if applicable, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings is prohibited.

CONSENT OF MORTGAGE:

STATE OF WISCONSIN }
 COUNTY OF _____ } ss.

We, _____, do hereby consent to the surveying, dividing, and mapping of the land described on this map and do consent to the owners certificate of _____.

Name: _____

Title: _____

Name: _____

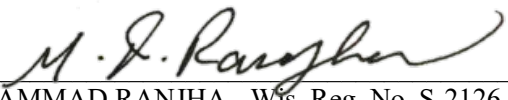
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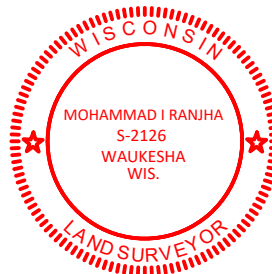
STATE OF _____ }
 COUNTY OF _____ } ss.

Personally came before me on this _____ day of _____, 2025, the above named _____, to me known to be the _____ and the persons who executed the foregoing instrument and acknowledged the same.

My commission expires: _____

 - NOTARY PUBLIC


 MOHAMMAD RANJHA - Wis. Reg. No. S-2126
 Dated this 11th day of FEBRUARY, 2025.



FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 4 OF 5		JAHNKE & JAHNKE		DRAWN BY: JB	CHECKED BY: MR		
		ASSOCIATES, LLC.		JOB NO.: 23-9846B			
		ENGINEERS • PLANNERS • SURVEYORS		REVISION			
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524 BLUEMOUND ROAD, WAUKESHA, WI 53188							
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM							

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 VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

OWNERS' CERTIFICATE:

PHIL ZAGRODNIK, Owner, as owner, hereby certifies that it has caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map. We also certify that this Certified Survey Map is required by State Statute 236.21 Wis. Stats. to be submitted to the following for approval or objection: VILLAGE OF SUMMIT.

 PHIL ZAGRODNIK, OWNER

STATE OF WISCONSIN } ss.
 WAUKESHA COUNTY }

Personally came before me this _____ day of _____, 20____, the above named PHIL ZAGRODNIK, OWNER, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My commission expires _____.

 NOTARY PUBLIC -

VILLAGE OF SUMMIT PLAN COMMISSION APPROVAL:

This land division is hereby approved by the Village of Summit Plan Commission this _____ day of _____, 20____.

 JIM SIEPMAN - CHAIRPERSON

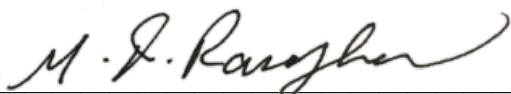
 DEBRA MICHAEL - ADMINISTRATOR - CLERK/TREASURER

VILLAGE OF SUMMIT BOARD APPROVAL:

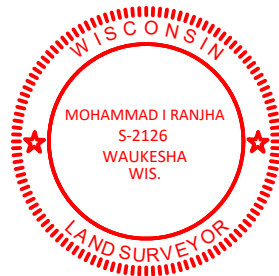
This land division is hereby approved by the Village of Summit Board this _____ day of _____, 20____.

 JACK RILEY - RILEY

 DEBRA MICHAEL - ADMINISTRATOR - CLERK/TREASURER



MOHAMMAD RANJHA - Wis. Reg. No. S-2126
 Dated this 11th day of FEBRUARY, 2025.



FILE NAME: S:\projects\23-9846 Oles Tap Phil Z\dwg\23-9846B - CSM.dwg

SHEET: 5 OF 5		JAHNKE & JAHNKE		DRAWN BY: JB	CHECKED BY: MR		
		ASSOCIATES, LLC.		JOB NO.: 23-9846B			
		ENGINEERS • PLANNERS • SURVEYORS		REVISION			
		CONNECT ► EMPOWER ► DESIGN		DATE	DESCRIPTION	BY	
		WWW.JAHNKEANDJAHNKE.COM					
524 BLUEMOUND ROAD, WAUKESHA, WI 53188							
PHONE: (262) 542-5797, EMAIL: SURVEY@JAHNKEANDJAHNKE.COM							

Christopher Kadow – Commercial Vehicle Parking
740 N. Griffith Road
SUMT0678994002
Conditional Use – Site & Building Plan Approval
3/20/2025 Plan Commission Meeting

Staff Report

Village of Summit, Wisconsin

Property Owner: Christopher and Jessica Kadow
Applicant: Christopher Kadow
Zoning: A-2 Agricultural (3-acre min. lot size/10-35-acre density), EC Environmental Corridor Overlay, FO Floodplain Overlay, and WC Wetland Conservancy
Land Use Plan: SF-Residential 2.4-acre density/Primary Environmental Corridor/Wetland

Possible Motion:

Motion to approve the Conditional Use request to allow Commercial Vehicle Parking subject to the following conditions. Staff is directed to prepare a Conditional Use Agreement, including the following conditions, which are subject to Village Attorney review. Any substantial modifications to the conditions shall be brought back to Plan Commission for consideration.

- 1. The use of the property is limited to single-family residential, agricultural, and parking for commercial vehicles and equipment, and a maximum of four parking spaces for employees that are not related to the property owner or employees that do not live on the property.*
- 2. Commercial vehicle parking and storage are limited to the list enclosed as Exhibit "A". Any modifications to the list shall be presented to the Plan Commission for review and approval as part of a Site Plan Review. An amendment to the Conditional Use is only required if an increase in the quantity of commercial vehicles is proposed. Regardless of the quantity of vehicles and related equipment, all commercial vehicle/equipment parking and storage must remain within the new building. No outside commercial vehicle/equipment parking or storage is permitted.*
- 3. The architecture, location, and design of the new outbuilding and parking area shall substantially comply with the plans submitted to the Plan Commission on March 20, 2025. If modifications to the building or parking are proposed, and those modifications are deemed substantial as determined by staff, the plans shall be resubmitted to Plan Commission for review and approval prior to commencing any construction.*
- 4. The parking area shall consist of a hard surface. The application states that the parking area will be paved. Any modifications to the surface type requires review and approval by Village Staff.*
- 5. The applicant shall obtain an Erosion Control Permit prior to commencing any construction activities.*
- 6. No business operations related to vehicular/equipment storage shall take place on the property. Any other business operation shall comply with the use standards of the Village of Summit Code of Ordinances.*

Kadow CU – Commercial Truck Parking

- 7. All commercial vehicles shall be owned, or leased and operated by, the owner or occupant of the property.*
- 8. The proposed new building shall be located a minimum of 50 ft. from the west lot line. The flooring of the new building shall consist of concrete or other impervious surface.*
- 9. The overhang that extends further west than the existing building that is located directly north of the proposed building shall be removed prior to the issuance of any building permits for the new building.*
- 10. The new building shall comply with all building code standards. The building and fire inspectors will need to review the proposed use to determine which code requirements must be met.*
- 11. No vehicular or equipment repair or maintenance is permitted.*
- 12. Signage must comply with all standards of Section 23-3 of the Village of Summit Code of Ordinances.*
- 13. No exterior lighting is proposed nor permitted to accommodate the new building and parking area.*
- 14. The parking area shall remain screened from view from adjacent properties and the road.*
- 15. No employee vehicles shall be parked on-site, and no commercial vehicles and equipment shall come and go from the property outside of the hours of 7 am – 6 pm, Monday-Saturday.*

Summary:

The subject property is 17.6 acres in size, located on the east side of STH 67. The property has access via an easement through an adjacent property, owned by a relative of the applicant. The property is served by a private septic system and well. There is a single-family residence with attached garage, outbuilding, and detached garage on the property. The Bark River runs through the property, with adjacent wetland, floodplain, and Primary Environmental Corridor.

The Village has been working with the applicant since 2022 regarding business activities on his property without permits. The applicant ceased all business-related activities and removed all equipment and vehicles related to his business operations. The applicant drives a pick-up truck with his company's logo on it. This vehicle can be legally parked on the property in accordance with the Village's ordinances. Staff visited the property on March 11th and verified that there is no evidence of business operations.

In 2023, the applicant requested that the Village amend the Zoning Ordinance to allow commercial vehicle parking as a Conditional Use Permit in the A-2 Agricultural District. In 2024, the Village Board adopted an ordinance with suggested language prepared by the applicant. The adopted ordinance language is included in the meeting packet.

The applicant is now proposing to obtain approval for a Conditional Use Permit to allow commercial vehicle parking. Related equipment and employee parking would also be provided. The proposal includes the construction of a new building that will be 55 ft. wide x 110 ft. long, 6,050 sq. ft. The building will comply with the 50 ft. side yard setback. The color and materials of the new building will match the existing adjacent building. The existing building consists of an overhang that was constructed without permits and within the side yard setback. The applicant is willing to remove the overhang that extends further into the setback on the west side of the main building.

Kadow CU – Commercial Truck Parking

All commercial vehicles and equipment will be located inside the new building. No other commercial vehicle/equipment storage is proposed. The remaining structures, including the residence, attached garage, existing 2,066.25 sq. ft. pole barn, and 974 sq. ft. detached garage, will be reserved for private use. The applicant is also proposing to add pavement and four parking spaces on the east side of the addition. The parking spaces will be reserved for employees of an off-site tree service business. Employee vehicles will be parked on-site, and commercial vehicles and equipment will be coming and going from the property between 7 am – 6 pm, Monday-Saturday. Employees will be able to use a bathroom in the residence if necessary. There will be no repair or maintenance activities. A list of agricultural equipment and commercial equipment are included in the meeting packet. All vehicles and equipment will be properly licensed, if necessary.

The applicant is proposing a 4 ft. x 8 ft., 32 sq. ft., vinyl/aluminum sign on wooden posts near the entrance to the site located just outside of the road right-of-way of Griffith Road. The sign ordinance allows the proposed signage without the need for any permits, provided the sign is no greater than 48 sq. ft. in size, and the sign is located at least one ft. from the right-of-way of the road, five feet from the side lot lines, there is not more than one sign per 200 ft. of street frontage, and the sign does not obstruct visibility or movement of vehicles or pedestrians, or otherwise causes any hazard to any person or property. The sign shall comply with all vision setback requirements.

There is a row of evergreen trees between the building addition and the west lot line. There is also existing vegetation on all other sides of the property. No exterior lighting is proposed to accommodate the new building or parking area.

9. Describe the proposed use, how it fits within the listed Conditional Uses allowed in the current zoning of the property, and the general plan for the property.

We propose to create a 55' x 110' pole barn structure to serve as storage/parking for commercial equipment and vehicles. (per Conditional Use text amendment) Proposed structure will not be attached to existing pole building. Proposed structure will be similar in construction and appearance to existing buildings. No repair or maintenance will take place in proposed structure. The proposed structure will be screened by existing, mature trees that line the property on all four sides (see pictures). Employee parking will be located along the east side of the structure, blocked from all view. Employees will enter the building to remove or park equipment/vehicles only. Bathroom for employees located on site in basement of home at 740 N Griffith Rd. Size of proposed building was determined by the amount of commercial equipment needing to be stored/parked (see included list).

Proposed Building Material List (per Everlast Construction)

3 Ply 2x8 laminated structural columns spaced at 8' on center

Engineered trusses

29 gage vertical steel siding (Max-Rib II Painted Galvalume)

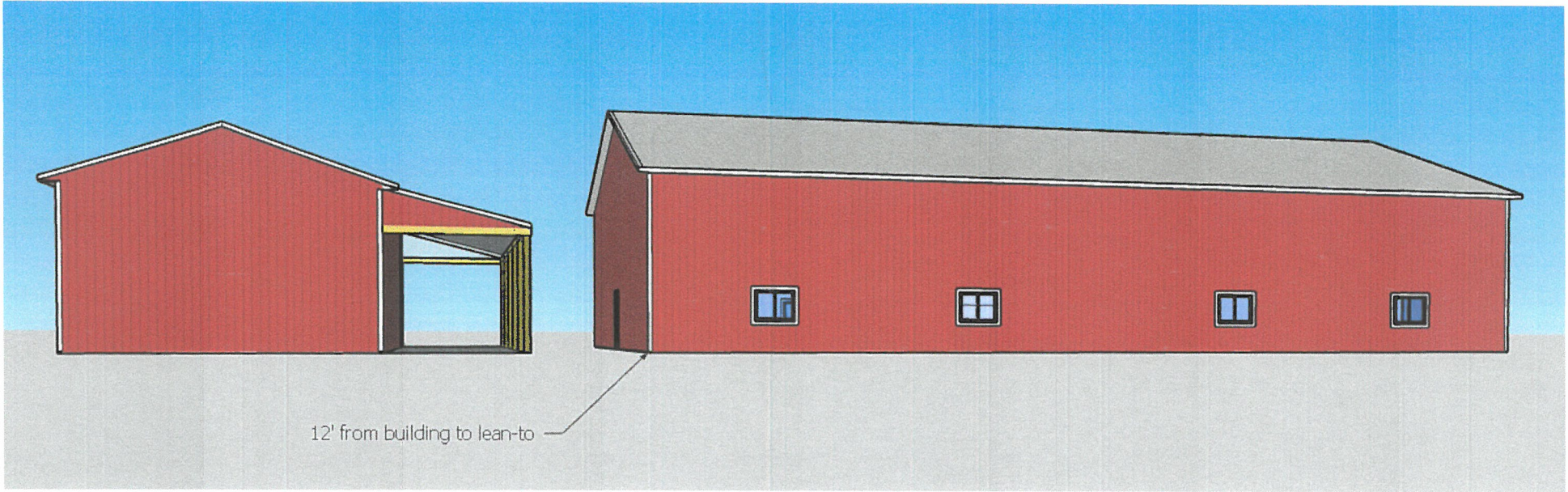
29 gage steel roofing (Max-Rib II Painted Galvalume)

Agricultural Equipment list:

- 3 tractors
- 1 Bobcat with attachments
- 1 loader/backhoe
- 2 hay balers
- 1 disc bine
- 1 rotary hay rake
- 1 hay tedder
- 1 manure spreader
- 10 bale wagons
- 1 (40 ft) goose neck bale trailer
- 2 full size pick-up trucks

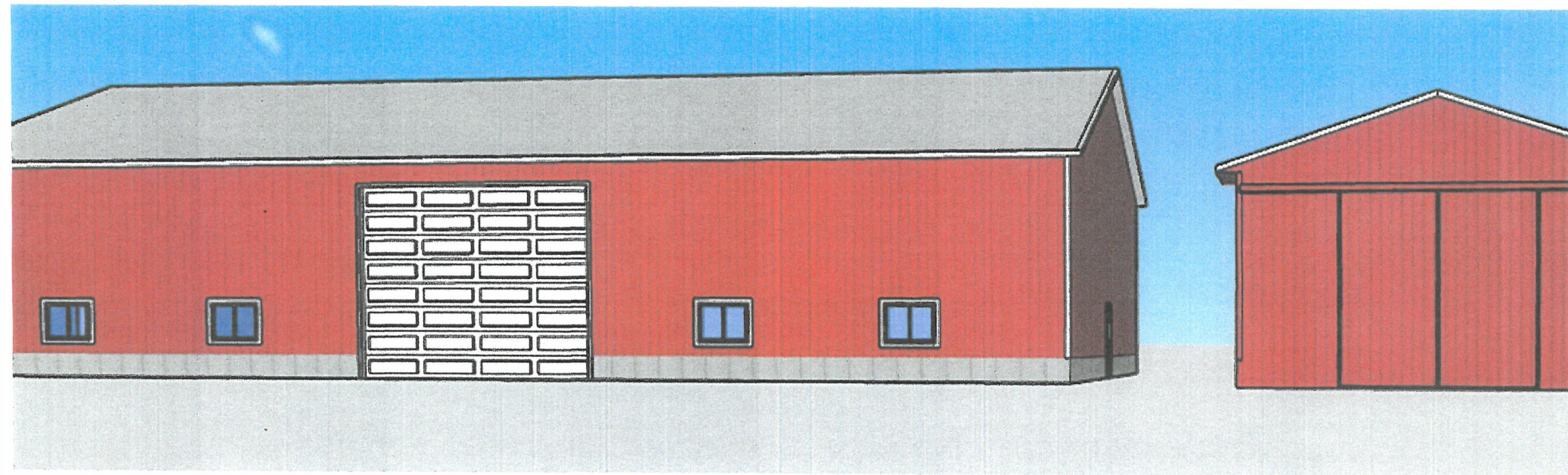
Commercial Equipment list:

- 3 full size pick-up trucks and associated snowplow equipment
- 1 (25 ft) goose neck trailer
- 1 chip truck with chipper
- 1 spider lift
- 1 material handling loader
- 1 spare chipper
- 1 portable wood processor
- 1 Bobcat with attachments
- 1 (16') goose neck dump trailer
- 1 portable sawmill

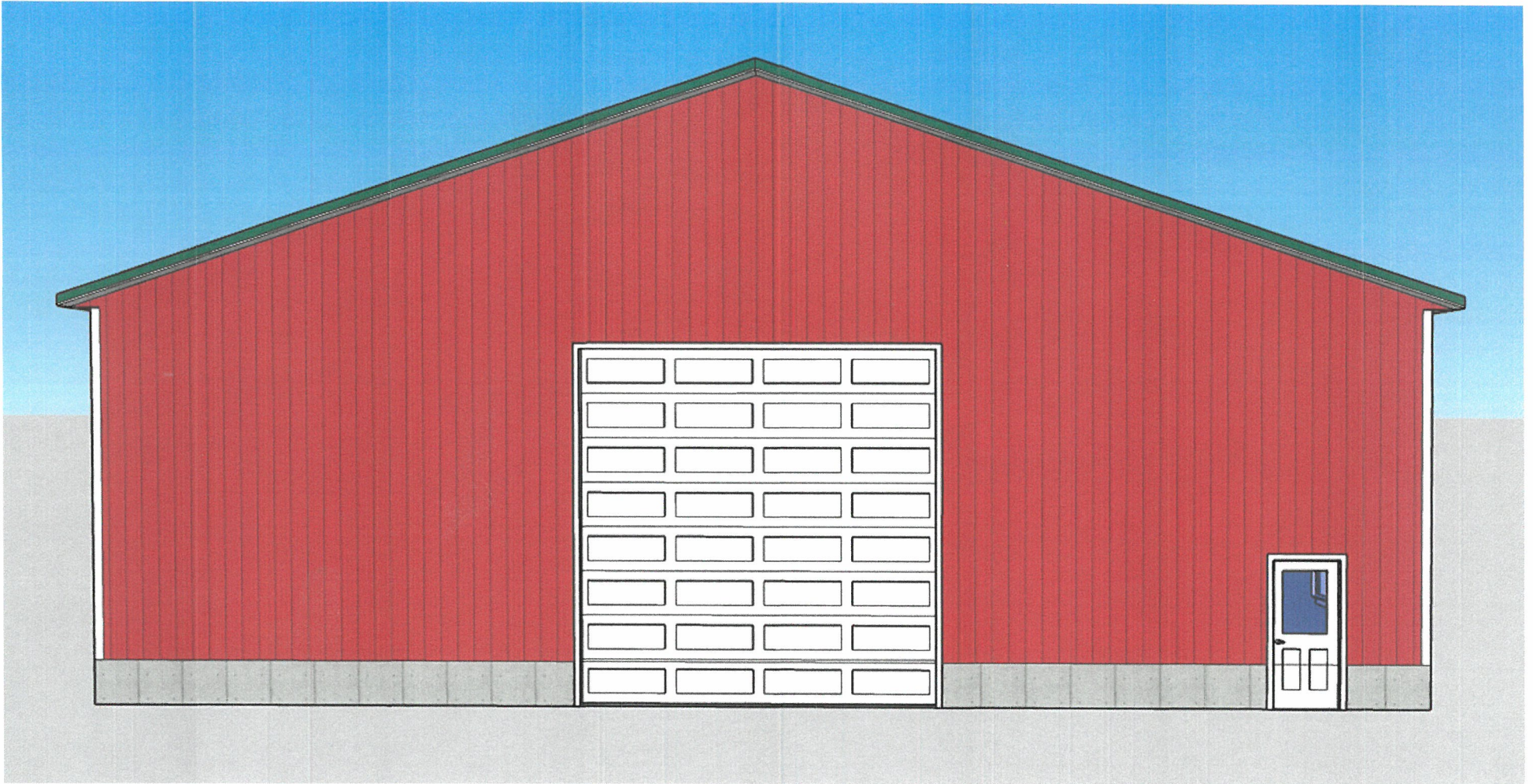


12' from building to lean-to

West Elevation

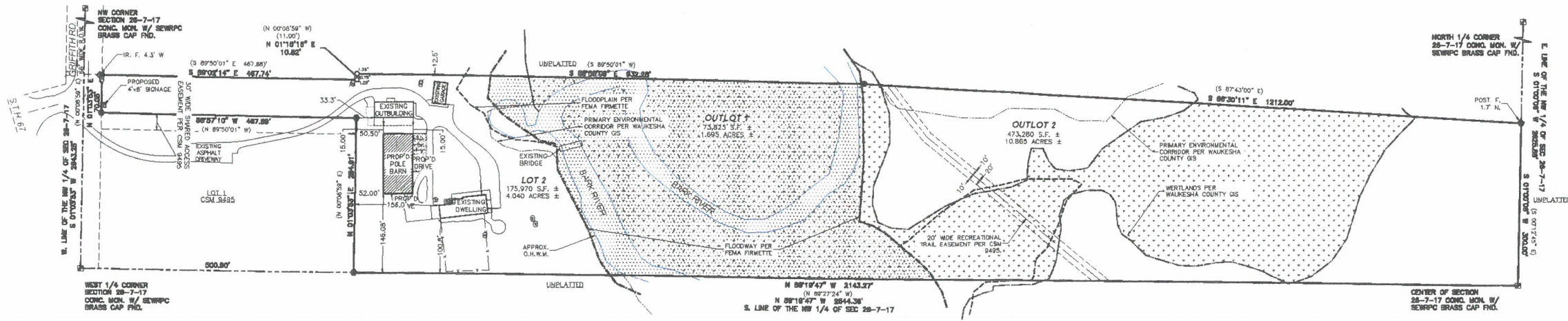


East Elevation

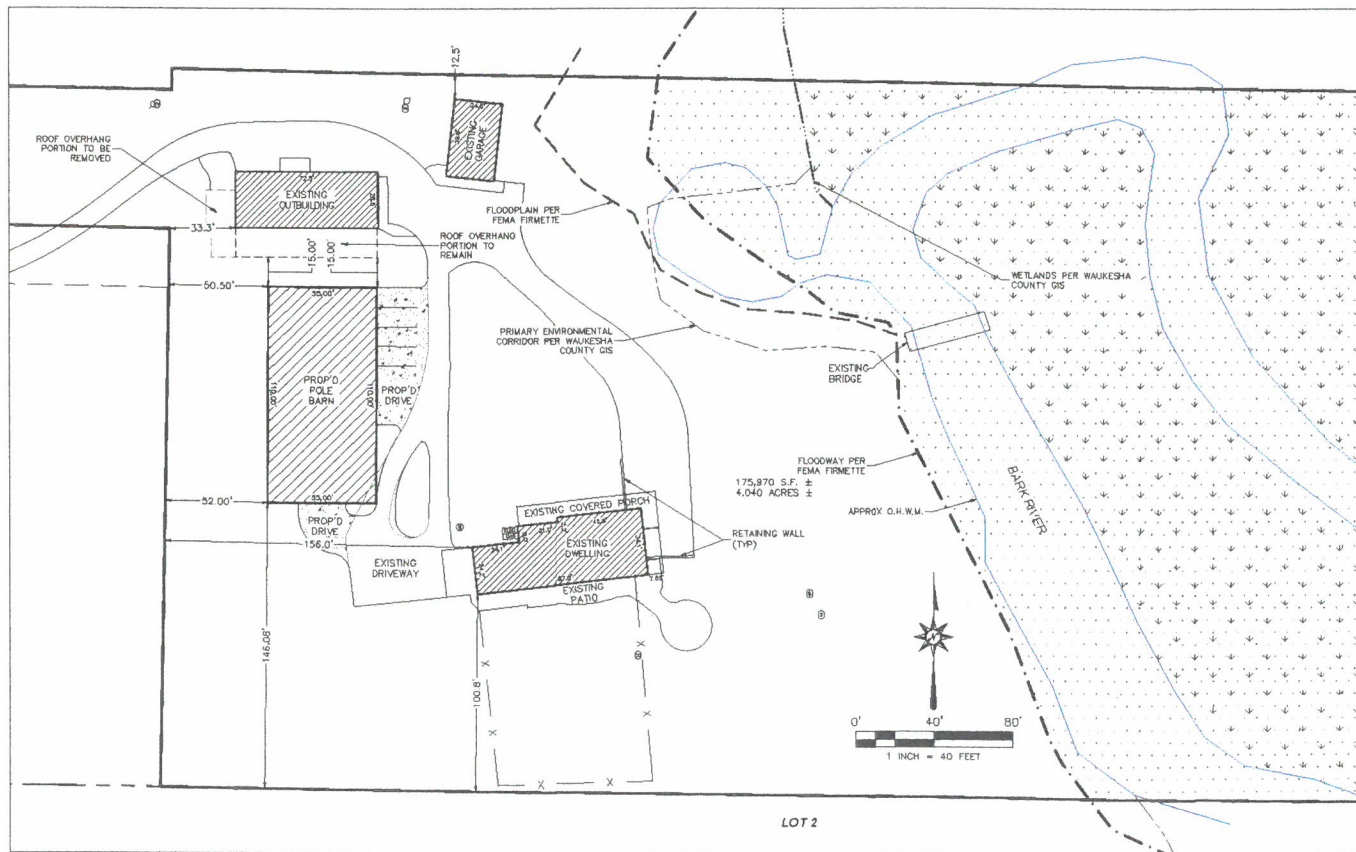


South

PLAT OF SURVEY
 LOT 2, OUTLOT 1 AND OUTLOT 2 OF CERTIFIED SURVEY MAP NO. 9496 BEING PART OF THE SW 1/4 AN PART OF THE SE 1/4
 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



DETAIL



- LEGEND**
- SECTION CORNER MONUMENT FOUND 3/4 REBAR OR NOTED
 - FOUND 1" IRON PIPE OR NOTED
 - FOUND IRON ROD
 - SET 0.75" O.D. X 16" REBAR
 - WEIGHING 1,502 LBS./FT.
 - WELL
 - SEPTIC VENT
 - UTILITY POLE
 - ELECTRIC
 - GAS
 - WIRE FENCE
 - RECORD DIMENSION
- BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCONSIN 2011) AND REFERENCED TO THE SOUTH LINE OF THE NW 1/4 OF SEC. 26-7-17 MEASURED AS S8919°47'E.

- NOTES:**
- A TITLE COMMITMENT HAS NOT BEEN PROVIDED. AN ADDITIONAL SEARCH FOR EASEMENTS OF RECORD HAS NOT BEEN COMPLETED.
 - ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
 - FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C01624, MAP REVISED NOVEMBER 5, 2014.
 - THE O.H.W.M. (ORDINARY HIGH WATER MARK) IS AN APPROXIMATE LOCATION DETERMINED BY THE SURVEYOR.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

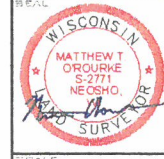
SIGNED: MATTHEW T. O'ROURKE, PROFESSIONAL LAND SURVEYOR S-2771



REVISION NEW POLE BARN (02/19/2025) JBK
 RESIZE NEW POLE BARN (02/24/2025) JBK

740 N. GRIFFITH RD., OCONOMOWOC, WAUKESHA COUNTY, WISCONSIN
 TAX KEY : SUMT0678994002

CLIENT: CHRIS KADOW
 PROJECT: BUILDING CONSTRUCTION
 DRAWING: PERMIT SURVEY
 ORGANIZATION: 2413B SURVEY.DWG



SCALE: VARIES
 DATE: 11/13/2024
 SHEET NO: 2413B
 SHEET: 1 OF 1



4' x 8' Vinyl/Aluminum on
wooden posts Proposed site marked
on Survey

ORDINANCE NO. 131-2024

AN ORDINANCE TO AMEND THE TEXT OF CHAPTER 111
ZONING CODE OF THE VILLAGE OF SUMMIT CODE OF ORDINANCES
RELATED TO COMMERCIAL VEHICLE PARKING BY ADDING A DEFINITION
TO SECTION 111-431, REPEALING AND RECREATING SECTION 111-321(4)
AND CREATING SECTION 111-358(d)(2)

WHEREAS, an application has been filed by Christopher and Jessica Kadow, property owners at 740 N. Griffith Road, ("APPLICANT"), to amend the text of Chapter 111 Zoning Code of the Village of Summit Code of Ordinances, and

WHEREAS, the request was submitted to allow commercial vehicle parking on properties zoned A-2 Agricultural as a Conditional Use Permit subject to certain conditions being met; and

WHEREAS, the Plan Commission considered the Zoning Code text amendments at their meeting on December 21, 2023, and scheduled a public hearing for the January 18, 2024 Plan Commission meeting; and

WHEREAS, upon publication of the required "Notice of Public Hearing" and mailing of said "Notice of Public Hearing" to all parties-in-interest as required by Section 111-387(b) of the Village Code, the Plan Commission for the Village of Summit held a public hearing on January 18, 2024, which was held and adjourned until the February 15, 2024 Plan Commission meeting. The public hearing was continued and closed at the February 15, 2024 Plan Commission meeting. The public hearing was held as required by Section 111-386(b)(4) of the Village Code; and

WHEREAS, at the January and February 2024 public hearing, the Village Planner presented information on the proposed text amendments; and

WHEREAS, following the public hearing that closed on February 15, 2024, the commissioners considered the information presented at the public hearing and a draft Ordinance for review and recommendation; and

WHEREAS, the Plan Commission recommended the Ordinance to the Village Board for consideration; and

WHEREAS, this zoning text amendment was requested and approved by the APPLICANT, evidenced by the Applicant's signature that will be shown on this Ordinance before the Ordinance can take effect; and

WHEREAS, the down zoning requirements of Wisconsin State Statutes 66.10015(3) do not apply to this Ordinance; and

WHEREAS, the Village Board of the Village of Summit, having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning text amendments on the health, safety and welfare of the community, hereby determine that the rezoning will not violate the spirit or intent of the Village Code, and will not be contrary to the public health, safety or general welfare of the Village of Summit; and

NOW, THEREFORE, the Village Board of the Village of Summit, Waukesha County, Wisconsin, DO ORDAIN as follows:

SECTION 1: Chapter 111 of the Village of Summit Municipal Code entitled "Zoning and Shoreland Protection," Article XV entitled "Definitions," Section 111-431 entitled "Definitions," the term "Commercial vehicle parking" is hereby inserted in alphabetical order to read as follows:

Commercial vehicle parking means parking and storage of commercial or industrial vehicles, such as trucks, construction vehicles, grading equipment, semi-trailers, tractors, and similar vehicles and related equipment. All such vehicles and equipment shall be fully operative and in active use.

SECTION 2: Chapter 111 of the Village of Summit Municipal Code entitled "Zoning and Shoreland Protection," Article XI entitled "Conditional Uses," Section 111-321 entitled "Conditional uses permitted," Subsection (4) is hereby repealed and recreated to read as follows:

(4) *Commercial vehicle parking*. The parking and storage of commercial vehicles shall be permitted as a conditional use upon compliance with all of the following requirements:

- a. The minimum lot area of the parcel utilized for commercial vehicle parking shall be at least 15 acres.
- b. All commercial vehicles shall be owned, or leased and operated by, the owner or occupant of the property.
- c. No more than six commercial vehicles may be stored on the property. If four or more commercial vehicles are proposed, then two commercial vehicles shall not exceed two axles. Trailers, grading equipment, and other equipment related to the conditional use are not included for purposes of determining the number of commercial vehicles.
- d. The boundary of any parcel utilized for commercial vehicle parking shall be within 200 feet of a county highway or state trunk highway.

- e. All commercial vehicles shall be parked or stored in an enclosed structure having flooring that consists of concrete or other impervious surface.
- f. No commercial activity involving a commercial vehicle shall occur on the property in which commercial vehicle are parked or stored.
- g. Parking on the property for up to four employees who operate the commercial vehicles may occur if such parking is screened from view from any public right-of-way or adjacent property by landscaping or architectural means. For purposes of this Subsection, an employee is a person who has no familial relationship with the applicable person that: (i) owns the parcel utilized for commercial vehicle parking; (ii) operates commercial vehicle parking on the subject parcel; or (iii) owns the entity that operates the commercial vehicle parking on the subject parcel.
- h. The conditional use permit shall terminate upon the transfer of ownership of the property utilized for commercial vehicle parking, except that the conditional use permit shall remain in effect upon the transfer involving the owner of the subject parcel, an entity owned by the subject parcel owner, or a trust of the subject parcel owner.

SECTION 3: Chapter 111 of the Village of Summit Municipal Code entitled “Zoning and Shoreland Protection,” Article XII entitled “District Regulations,” Section 111-358 entitled Agricultural District (A-2), Subsection (d) entitled “Conditional Uses”, Subsection (2) is hereby created to read as follows:

(2) Commercial vehicle parking.

SECTION 4. SEVERABILITY.

The several sections of this Ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the Ordinance. The remainder of the Ordinance shall remain in full force and effect. Any other Ordinances whose terms are in conflict with the provisions of this Ordinance are hereby repealed as to those terms that conflict.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage and publication.

Passed and adopted this 14th day of March, 2024.

VILLAGE OF SUMMIT

[Signature]
Jack Riley, Village President



ATTEST:

[Signature]
Debra J. Michael, Village Administrator-Clerk/Treasurer

Published and posted this 10th day of October, 2024.

APPROVAL OF APPLICANT

Dated this 19th day of September, 2024.

APPLICANT

[Signature] Chris Kerkow

By: [Signature]
Authorized Signatory

This instrument drafted by
Amy Barrows, Village Planner

ZONING DISTRICT AMENDMENT REQUEST
3/20/2025 Plan Commission Meeting
Eschweiler Property (SUMT0678996)

Staff Report

Village of Summit, Wisconsin

Property Location: South side of Genesee Lake Road, east of Ravinia Park

Property Owner: Mary Alice Eschweiler

Applicant: Genesee Lake Road LLC

Possible Motion: *Motion to recommend that Village Board approve the amendment to the Zoning Map of the Village of Summit Zoning and Shoreland Protection Ordinance from the A-1 Agricultural District to the R-1 Estate Residential District – Conservation Development on property located south of Genesee Lake Road and east of Ravinia Park, more specifically described as part of the NW ¼ and NE ¼ of Section 26, T7N, R17E (SUMT0678996). The Wetland Conservancy District and Environmental Corridor and Floodplain Overlay Districts will remain unchanged. The recommended zoning map amendment is subject to the following conditions:*

1. ***COMPLIANCE WITH PLAT:*** *This rezone is not effective until a Subdivision Plat is reviewed and approved by the Village of Summit and recorded by Waukesha County Register of Deeds in substantial conformance with the Preliminary Plat revised on February 26, 2025 and presented at the March 20, 2025 Plan Commission meeting.*
2. ***SUBJECT TO REIMBURSEMENT OF EXPENSES.*** *As a condition precedent to this conditional rezone approval taking effect, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this conditional rezone approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
3. ***OWNER & APPLICANT ACKNOWLEDGMENT:*** *The property owner and applicant shall acknowledge and accept all conditions of this approval. This condition will be satisfied upon the property owner and applicant signing the ordinance after adoption by the Village Board.*

Staff is directed to prepare a draft ordinance in accordance with this motion, subject to Village Attorney review, for consideration by Village Board.

Summary:

Lot Area: 61.95 acres

Existing Zoning: A-1 Agricultural District (35+ acres) & WL Wetland Conservancy, EC Environmental Corridor Overlay and FO Floodplain Overlay

Proposed Zoning: R-1 Estate Residential District - Conservation Subdivision (100,000 sq. ft.)

Eschweiler Rezone – Bark River Conservancy

density/40% open space & min. a-acre lot size) & WL Wetland Conservancy, EC Environmental Corridor Overlay and FO Floodplain Overlay

Land Use Plan: SF Residential 2.4-acre density with Wetland & Primary Environmental Corridor

Adjacent Land Uses		Zoning*
North	Residential/Agricultural	R-3 & A-1
South	Residential/Agricultural	A-2 & A-1
East	Residential/Agricultural	R-1 & A-1
West	Residential/Agricultural	R-1 & A-2

*Natural resource zoning districts cover portions of the adjacent lands

The applicant is proposing to rezone the subject property from the A-1 Agricultural District to the R-1 Zoning District to construct a 19-lot single-family residential conservation subdivision. The property owner previously submitted the same request for Plan Staff and Plan Commission conceptual consideration in 2024. A developer is now pursuing development of the property. Plan Commission was in favor of the proposed development moving forward through the application process and recommended that the subdivision restrictions match the adjacent subdivision and that consideration be given to joining the Ravinia Park Homeowner’s Association.

It should be noted that the applicant is not proposing to incorporate the proposed subdivision into the Ravinia Parks Homeowner’s Association. However, they have prepared draft restrictions that were adapted by a similar subdivision and are inclusive of provisions from the Ravinia Park Subdivision, specifically the provisions related to the maintenance of the outlots. A copy of the draft Declaration of Restrictions is included in the electronic packet only.

Allowable density for a conservation subdivision is calculated based on several factors. Below is a summary of calculations. The land use plan recommends maintaining the current zoning standards for density calculations.

Land Type	Acres
Upland (no PEC/WL/FP) (1 unit/2.4-acres)	38.71
Upland PEC (1 unit/5 acres)	11.14
Wetland/Floodplain (no density credit)	7.5
Proposed Road ROW	4.6
Total	61.95

Density per R-1 Zoning Conservation Subdivision

Gross Developable Area (Excludes WL/FP and Exterior Road ROW) = 54.45 acres

Net Developable Area = (GDP – Proposed Road ROW (4.6 acres)) = 49.85 acres

Required Open Space (40%) = 19.94 acres

Developable area = 45.25 acres – Upland PEC (11.14 acres) = 38.71 acres in R-1

Number of units allowed per R-1 = 16.86 units

Number of units allowed per EC = 2.2 units

Total number of units allowed = 19 units

As part of a conservation design subdivision in the R-1 Zoning District, each lot can be a minimum of 1-acre instead of 2 acres. The minimum lot width can be 180 ft. instead of 220 ft. The applicant is proposing to meet the standards of the conservation subdivision. All lots will be at least 1-acre in size and 180 ft. in width. There must be at least 40% open space. The preliminary plat notes 35.12 acres of open space, whereas a previous calculation estimated 31.52 acres of open space. The developer will need to verify the accurate square footage of open space. 19.94 acres of open space is required.

The subdivision will include a road connection to the Ravinia Park subdivision on Meadow Park Place. A temporary turnaround will need to be removed as part of the road connection. The road connection was anticipated when Ravinia Park was platted. The applicant is also proposing an outlot that will be reserved for a potential road extension to serve the adjacent lot to the south for future development purposes.

Several of the lots will consist of high groundwater conditions. It appears that several of the lots will include 5-7 ft. of fill. There are several stormwater facilities that are intended to capture stormwater runoff.

The properties will be served by private septic systems and wells.

All natural resource areas will be protected in common open space with associated restrictions. The applicant is communicating with the Wisconsin Department of Administration to determine if public access is required to the Bark River, which abuts the west side of the property. The applicant is also communicating with Waukesha County Department of Parks and Land Use and the Waukesha Land Conservancy regarding easements for a trail connection and preservation of natural resources.

Utilities: The area is served by private sewage systems and wells.

Traffic, Access, & Frontage: All lots will have frontage on a public road. The addition of 19 single-family lots should have minimal traffic impacts.

Public Services/Capital Investments: There will be no changes to public services other than emergency services will need to be provided. There are no requirements for capital investments as a result of the rezone request. The public road will need to be maintained in the future.

Eschweiler Rezone – Bark River Conservancy

Environment: There are wetland, floodplain, and primary environmental corridor resources. These areas will be preserved through resource restrictions on the Subdivision Plat.

Adjacent properties: The rezone allows for single-family residential construction while providing a substantial amount of open space. The subdivision is similar to the Ravinia Park subdivision to the west.

Compliance with Comprehensive Plan: The proposed zoning complies with the Comprehensive Plan.

LEGAL DESCRIPTION

UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST ALSO BEING THE POINT OF BEGINNING; THENCE S 89°28'11" E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 652.26 FEET TO AN EXTENSION OF THE WEST LINE OF CSM 811; THENCE S 00°54'48" W, ALONG THE EXTENSION OF THE WEST LINE OF CSM 811, AND CSM 811, AND THE SOUTHERLY EXTENSION OF SAID CSM 811, 2629.09 FEET TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 26; THENCE N 89°11'23" W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 656.27 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE, SAID POINT LYING S 88°58'47" E, 72.2 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E, ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W, CONTINUING ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86.5 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E, ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION, 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,719,914 SQUARE FEET OR 62.441 ACRES MORE OR LESS INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

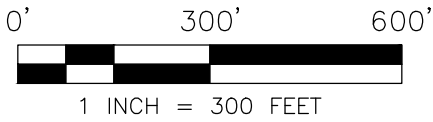
Prepared By:



955 LEXINGTON DR.
OCONOMOWOC, WISCONSIN
262-367-7599

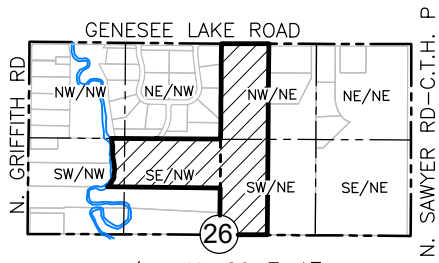
REZONE EXHIBIT

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND PART OF THE SW 1/4 OF THE NE 1/4 AND PART OF THE SE 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCORS 2011) AND REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC. 26-7-17 MEASURED AS N89°28'11"W.

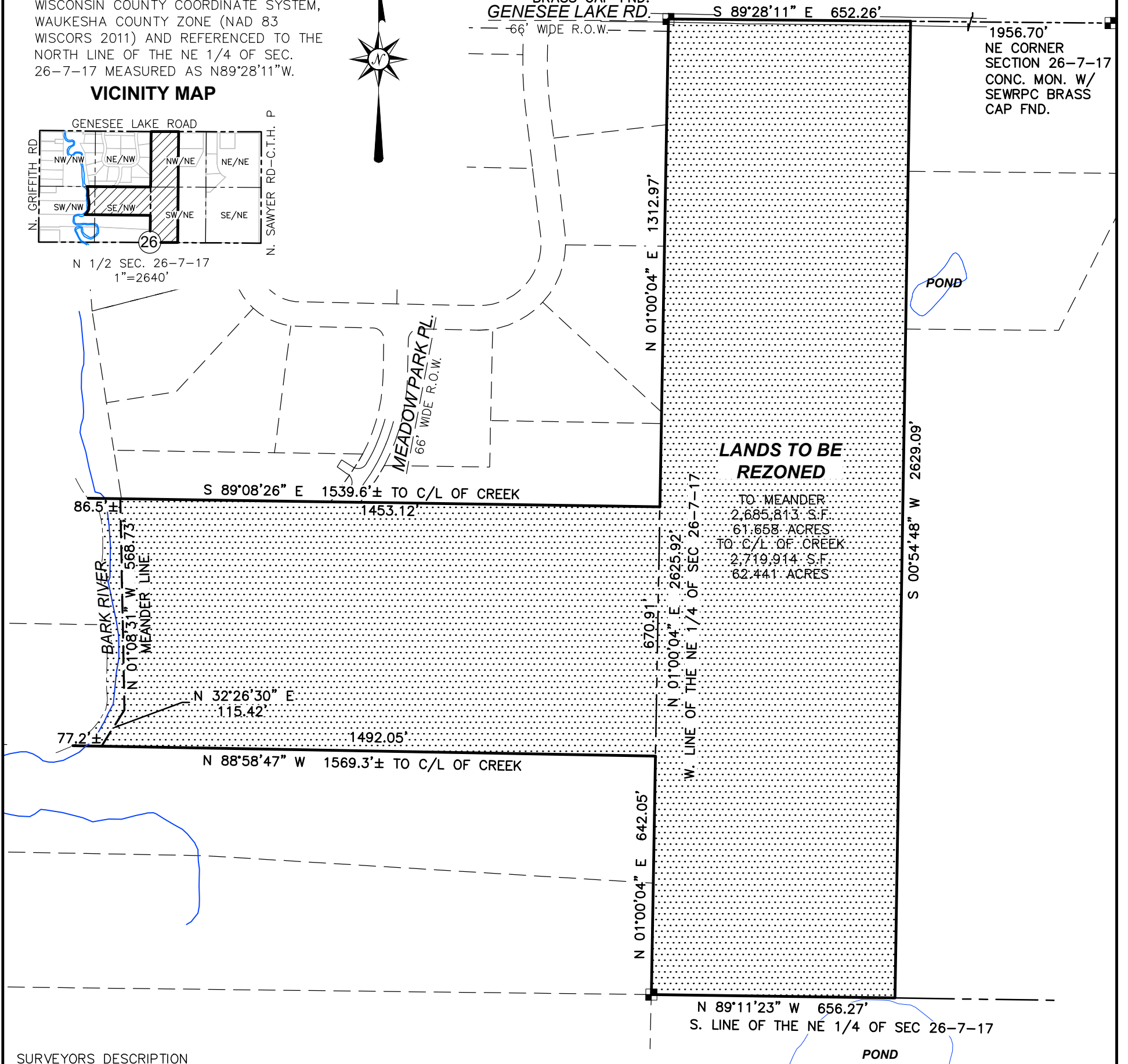
VICINITY MAP



N 1/2 SEC. 26-7-17
1"=2640'



NORTH 1/4 CORNER
SECTION 26-7-17
CONC. MON. W/ SEWRPC
BRASS CAP FND.
GENESEE LAKE RD. S 89°28'11" E 652.26'
N. LINE OF THE NE 1/4 OF SEC 26-7-17
S 89°28'11" E 2608.96'



SURVEYORS DESCRIPTION

UNPLATTED LANDS BEING PART OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST ALSO BEING THE POINT OF BEGINNING; THENCE S 89°28'11" E, ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 652.26 FEET TO AN EXTENSION OF THE WEST LINE OF CSM 811; THENCE S 00°54'48" W, ALONG THE EXTENSION OF THE WEST LINE OF CSM 811, AND CSM 811, AND THE SOUTHERLY EXTENSION OF SAID CSM 811, 2629.09 FEET TO THE SOUTH LINE OF THE NE 1/4 OF SECTION 26; THENCE N 89°11'23" W, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 26, 656.27 FEET TO THE CENTER OF SECTION 26; THENCE N 01°00'04" E, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SECTION 26, 642.05 FEET; THENCE N 88°58'47" W, 1492.05 FEET TO THE BEGINNING OF A MEANDER LINE, SAID POINT LYING S 88°58'47" E, 72.2 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE N 32°26'30" E, ALONG THE MEANDER LINE OF THE BARK RIVER, 115.42 FEET; THENCE N 01°08'31" W, CONTINUING ALONG THE MEANDER LINE OF THE BARK RIVER, 568.73 FEET TO A POINT LYING ON THE SOUTH LINE OF RAVINIA PARK SUBDIVISION SAID POINT LYING S 89°08'26" E, 86.5 FEET MORE OR LESS THE CENTERLINE OF THE BARK RIVER; THENCE S 89°08'26" E, ALONG THE SOUTH LINE OF RAVINIA PARK SUBDIVISION, 1453.12 FEET TO THE SOUTHEAST CORNER OF RAVINIA PARK SUBDIVISION; THENCE N 01°00'04" E, ALONG THE EAST LINE OF RAVINIA PARK SUBDIVISION, 1312.97 FEET TO THE POINT OF BEGINNING.

DESCRIBED LANDS HAVING AN AREA OF 2,719,914 SQUARE FEET OR 62.441 ACRES MORE OR LESS INCLUDING THE LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE BARK RIVER.

*** WETLAND CONSERVANCY DISTRICT, ENVIRONMENTAL CORRIDOR, AND FLOODPLAIN OVERLAY DISTRICTS ZONING REMAIN UNCHANGED***



DATE: 02/18/2025
JOB # 25026
TAX KEY: SUMT0678996

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

BARK RIVER CROSSING
SINGLE-FAMILY SUBDIVISION – PRELIMINARY PLAT
3/20/2025 Plan Commission Meeting
Eschweiler Property (SUMT0678996)

Staff Report

Village of Summit, Wisconsin

Property Location: South side of Genesee Lake Road, east of Ravinia Park

Property Owner: Mary Alice Eschweiler

Applicant: Genesee Lake Road LLC

Possible Motion: *Recommend Village Board conditionally approve the Preliminary Plat subject to the following conditions:*

- A. *APPROVALS FROM ALL OBJECTING AND APPROVING BODIES: Petitioner shall satisfy all comments, conditions and concerns of the Village Engineer, Surveyor, and Planner, and all other objecting and approval authorities. Village Staff comments shall be addressed prior to submitting a Final Plat for consideration by the Village.*
- B. *SUBJECT TO REIMBURSEMENT OF EXPENSES. As a condition precedent to this preliminary plat approval, the Petitioner shall pay all fees, costs, and assessments due and owing to the Village of Summit, and for reimbursement of any expenses, costs and disbursements which have been incurred by the Village of Summit in the drafting, review or enforcement of this preliminary plat approval, including without limitation by reason of enumeration, design, engineering, inspection and legal work.*
- C. *ONE YEAR TO SATISFY CONDITIONS. Subject to the Petitioner satisfying all of the aforementioned conditions within one year of the Village Board granting conditional final approval of the preliminary plat.*
- D. *REZONING. The application to rezone the property to the R-1 Estate Residential District shall be reviewed and conditionally approved by Village Board prior to submitting a Final Plat for consideration by the Village.*

Summary:

See the Staff Report for the proposed rezone that is included in the meeting packet for the subject property for property proposal details.

Surveyor Comments: See attached letter dated March 4, 2025 prepared by Keith Kindred, SEH, Village Surveyor.

Engineer Comments: See attached letter dated March 7, 2025 prepared by Brian Pehl, P.E., SEH, Village Engineer. Once all engineering comments are addressed, the applicant will be required to obtain a Stormwater and Erosion Control Permit, and submit a Stormwater Maintenance Agreement and Developer's Agreement for review and approval by the Village Board. The agreements will need to be recorded with Waukesha County Register of Deeds. The applicant will also be required to submit a Financial Guarantee to ensure all work is completed.

Planner Comments:

1. Approval of the subdivision plat is subject to the rezoning being approved by Village Board.
2. The draft subdivision declaration of restrictions and an open space management plan will need to be reviewed and approved as part of the Final Plat submittal. Preliminary comments should be addressed as part of the Preliminary Plat review process.
3. It is recommended that the areas of wetland, floodplain, primary environmental corridor, be placed in a conservancy easement granted to either Waukesha County, the Village of Summit, or a nonprofit organization.
4. The applicant shall work with Waukesha County Department of Parks and Land Use to relocate the existing trail easement that runs through the property.
5. Wetland, Floodplain, and Primary Environmental Corridor resource restrictions shall be added to the Final Plat. The restrictions should allow the construction of a trail subject to approvals from the Village of Summit, DNR, and ACOE.
6. The developer is proposing to have more restrictive setback standards than the Village of Summit Zoning Ordinance. The setback shall be noted on the plat with a statement that the setback is more restrictive than the Village of Summit Zoning Ordinance and cannot be modified.

Below are the standards:

Setback	Required	Proposed
Street	50 ft.	75 ft.
Side-yard	20 ft.	30 ft.
Rear-yard	20 ft.	30 ft.

7. Written documentation shall be presented to the Village from the Waukesha County Environmental Health Division stating that each lot is suitable for a septic system.
8. Village Staff shall review the soil tests to ensure the proposed established minimum basement elevations prevent high groundwater from entering basements. The Village’s ordinance requires a 1-ft. separation between the basement floor and the anticipated high groundwater elevation.
9. The Master Grading Plan shall be reviewed and approved by Village Staff. An interim plan can be submitted for review and approval.
10. A detailed rendering of the entryway signage shall be submitted for review and approval, including the location, type, and size, as part of the Final Plat submittal.
11. The applicant is proposing to plant 55 trees, 12 shrubs, and many grasses along Genesee Lake Road and around proposed entry signage. The Landscape Plan will need to be reviewed by Village Staff. If any additional landscaping is proposed, a plan shall be submitted as part of the Final Plat submittal. The open space areas must be addressed on the Final Landscape Plan.
12. The temporary turnaround at the south end of Meadow Park Place in the Ravinia Park subdivision shall be removed and restored and the road properly extended at the cost of the developer. The construction, restoration and maintenance related to the public road improvements and restoration shall be included in the Developer’s Agreement.
13. Waukesha County shall be added as a review authority.



Building a Better World
for All of Us®

March 4, 2025

RE: Village of Summit
Bark River Conservancy Preliminary Plat
Review
SEH No. 176551 Task 53

Ms. Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Ms. Barrows:

We have reviewed the Preliminary Plat for the Bark River Conservancy development, prepared by Matthew O'Rourke of LandTech Surveying. The Preliminary Plat reviewed is dated 02/26/2025. We have also included the Preliminary Plat mark-ups to aid in the revisions. We offer the following comments:

- 1) Water elevations, including the low- and high-water elevations must be shown for the Bark River.
- 2) Sheet 1 shall be labeled as "Overall Detail"
- 3) The Zoning on adjacent lands must be shown.
- 4) Existing wells and septic systems in the vicinity of the proposed ponds should be shown.
- 5) Vision Corners will be needed.
- 6) Property lines at street intersections shall be rounded with a radius of 15 feet or of a greater radius where the plan commission considers it necessary. The inside radius for the pavement section at all intersections shall be a minimum of 30 feet.

Please do not hesitate to contact me with any questions or comments at 414.949.8919 or kkindred@sehinc.com.

Sincerely,

A handwritten signature in black ink that reads "Keith Kindred".

Keith Kindred, PLS
Principal, Regional Practice Center Leader
(Lic. WI, IL)

btp

x:\p\t\s\summ\176551\task 53 - eschweiler - bark river conservancy\corr\review letters\bark river conservancy pre plat review letter_village of summit_2025-03-04.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

PRELIMINARY PLAT BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

OWNER/DEVELOPER:
GENESEE LAKE ROAD, LLC.
JOHN STOKER
N118W18531 BUNSEN DR.
GERMANTOWN, WI 53022
262-252-7100

OWNER LISTED AS
ESCHWEILER ON GIS

ENGINEER:
ELLENA ENGINEERING CONSULTANTS, LLC
MARK ELLENA
700 PILGRIM PARKWAY - SUITE 100
ELM GROVE, WI 53122
262-719-6183

SURVEYOR:
LANDTECH SURVEYING, LLC
JOHN DOWNING
955 LEXINGTON DR.
OCCONGOWOC, WI 53066
262-367-7599

REVIEWING AUTHORITIES:
• VILLAGE OF SUMMIT
• WI DEPARTMENT OF ADMINISTRATION

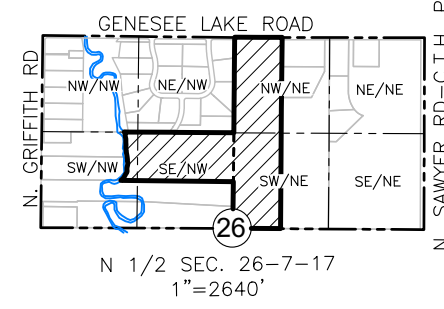
TOTAL PARCEL AREA
INCLUDING AREA TO BE DEDICATED
62.441 ACRES TO C/L OF RIVER
(2,719,914 S.F.)
61.353 ACRES TO MEANDER LINE
(2,672,532 S.F.)
ROAD WAY TO BE DEDICATED
5.093 ACRES (221,856 S.F.)

CURRENT ZONING
A-1, WC, EC

PROPOSED ZONING
R-1 RESIDENTIAL

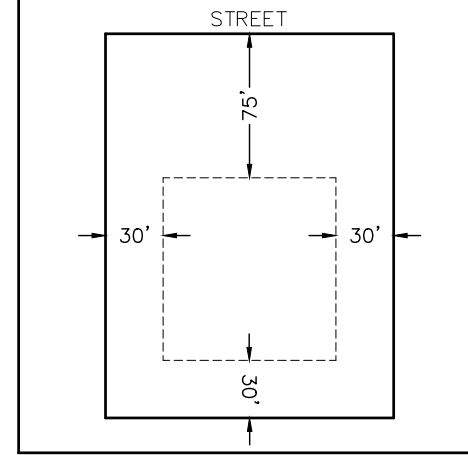
BUILDING LOCATION
• ROAD SETBACK = 75'
• REAR YARD SETBACK = 30'
• SIDE YARD SETBACK = 30'
(SEE LOT 1 FOR DETAIL)

VICINITY MAP



PROPERTY AREA	61.95 ACRES
REQUIRED OPEN SPACE (40%)	61.95 (0.40) = 24.78 AC
GREEN SPACE	35.12 AC (57%)
TOTAL UPLAND RECLANDS	11.14 ACRES
TOTAL WETLANDS AREA	7.50 ACRES
PROPOSED ROADWAY FLOW	4.80 ACRES
UNITS ALLOWED IN R-1 (1 UNIT/2.3 ACRES)	61.95 / 2.3 = 26.93 UNITS
UNITS ALLOWED PER EC (1 UNIT/5.0 ACRES)	11.14 / 5.0 = 2.23 UNITS
TOTAL UNITS ALLOWED	16.83 ± 2.23 = 19.06 UNITS

BUILDING SETBACK DETAIL



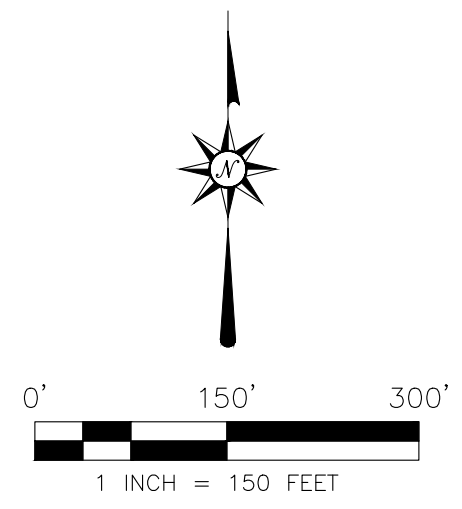
STREET SETBACK = 75'
SIDE YARD SETBACK = 30'
REAR SETBACK = 30'

LOT/BK	SH3/ELEV	LOWEST BSMT ELEV (SH3+1)	MIN BSMT ELEV/PERMGP
1	868.5	868.5	869.5
2	868.5	868.5	869.5
3	867.0	868.0	868.0
4	868.7	868.7	869.7
5	868.5	868.5	869.5
6	868.0	868.0	869.5
7	868.0	870.0	870.0
8	868.4	868.4	869.4
9	867.7	868.7	869.6
10	868.8	868.8	869.8
11	867.4	868.4	869.0
12	867.0	868.0	868.0
13	867.0	868.0	868.0
14	868.5	867.5	867.5
15	869.0	870.0	870.0
16	868.8	868.8	869.8
17	868.8	868.8	869.8
18	867.0	868.0	869.0
19	867.8	868.8	869.8

*SH3/ELEV DETERMINED FROM AVAILABLE TESTING BY GLENN ENGINEERING STUDIES BY GEO-TECHNOLOGY INC. DATED OCTOBER 18, 2024. THE REPORTS HAVE BEEN SUBMITTED TO THE VILLAGE ENGINEER.

NOTES:

- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT NO. 1, 2, 3, 4, AND 5.
- VILLAGE OF SUMMIT SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 3 & 4 SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ALL LOTS HAVE AT LEAST A 180' MINIMUM AVERAGE WIDTH.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0162H, MAP REVISED NOVEMBER 5, 2014.
- THE O.H.W.M. (ORDINARY HIGH WATER MARK) IS AN APPROXIMATE LOCATION DETERMINED BY THE SURVEYOR. IT IS RECOMMENDED THAT THE ZONING ADMINISTRATOR FOR THE MUNICIPALITY APPROVE OR SET THE O.H.W.M. ELEVATION.



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCONSIN 2011) AND REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC. 26-7-17 MEASURED AS N89°28'11" W.

VERTICAL DATUM IS NAVD 88 (GEOID 12A)

WATER ELEVATION AND APPROXIMATE HIGH AND LOW WATER IS REQUIRED

ZONING ON ADJACENT LANDS REQUIRED

OVERALL DETAIL

LEGEND

○	SECTION CORNER MONUMENT FOUND 3/4 REBAR OR NOTED FOUND 1" IRON PIPE OR NOTED CMCP CULVERT
●	DRAIN
○	UTILITY POLE
○	GUY WIRE
○	MARKER POST OR NOTED
○	CONTOUR PER GIS
○	EXISTING CONTOUR
○	UNDERGROUND GAS
○	OVERHEAD UTILITY
○	SOIL BORE
○	HATCH FLOODPLAIN
○	P.E.C.
○	RECORD DIMENSION
○	SOIL TYPE

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED: JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939



PRELIMINARY PLAT

BARK RIVER CONSERVANCY

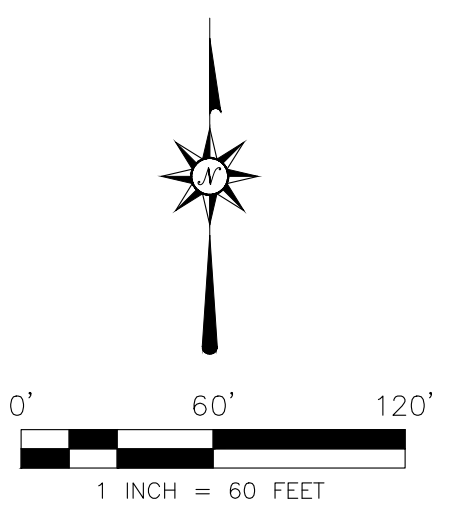
UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

NW CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. 2641.36'

N. LINE OF THE NW 1/4 OF SEC 26-7-17 N 88°57'08" W 2641.36'

NORTH 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. BENCHMARK ELEV: 878.33'

NE CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.



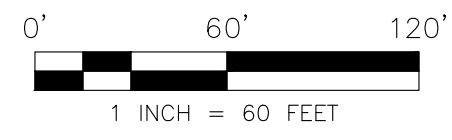
THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

REV: 02/26/2025 DATE: 02/19/2025 PROJ. NO. 25026 SHEET 2 OF 4

PRELIMINARY PLAT
BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

UNPLATTED LANDS
TINY PINEY, LLC



18" CMCP IE: 870.50
15" CMCP IE: 870.23
INLET RIM ELEV. 872.70
15" CMCP IE: 870.41

LOT 23
E. CLUPPERT

LOT 24
C. & G. FLOWMAN

RAVNIA PARK SUBDIVISION

OUTLOT 7
LOT OWNER OF RAVNIA PARK

OUTLOT 5
192,502 S.F.

OUTLOT 4
1,034,173 S.F.

S 89°08'26" E 1539.6± TO C/L OF CREEK
1453.12'

OUTLOT 5
192,502 S.F.

PRIMARY ENVIRONMENTAL
CORRIDOR DELINEATED BY
SEWRPC ON 11-13-2023
OUTLOT 4
1,034,173 S.F.

MEADOW PARK PLACE
DEDICATED TO THE PUBLIC
FOR ROADWAY PURPOSES

STORMWATER
POND

WETLANDS DELINEATED BY
SEWRPC ON 10-03-2023

UNPLATTED LANDS
TINY PINEY, LLC

W. LINE OF THE NE 1/4 OF SEC. 26-7-17
N 01°00'04" E 2625.92'

N 00°54'48" E 2623.09'

A54'

127'

60'

160'

253'

256'

180'

180'

180'

180'

154'

180'

180'

180'

180'

263'

263'

263'

263'

263'

263'

263'

263'

263'

263'

263'

263'

263'

263'

263'

1492.05'

N 88°58'47" W 1569.3± TO C/L OF CREEK

OUTLOT 4
1,034,173 S.F.

55,533 S.F.

17,643 S.F.

OUTLOT 3
40,725 S.F.

46,220 S.F.

46,647 S.F.

47,091 S.F.

48,708 S.F.

48,317 S.F.

47,905 S.F.

49,100 S.F.

55,999 S.F.

55,533 S.F.

17,643 S.F.

40,725 S.F.

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46,647 S.F.

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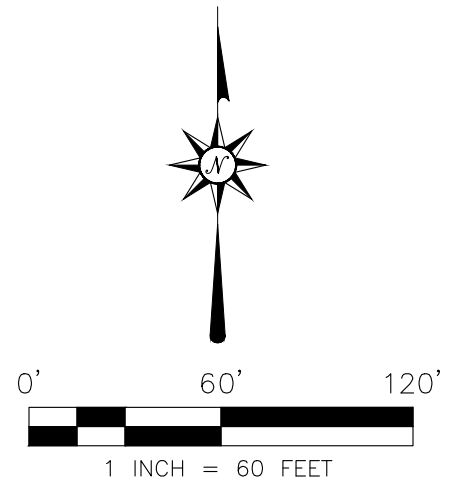
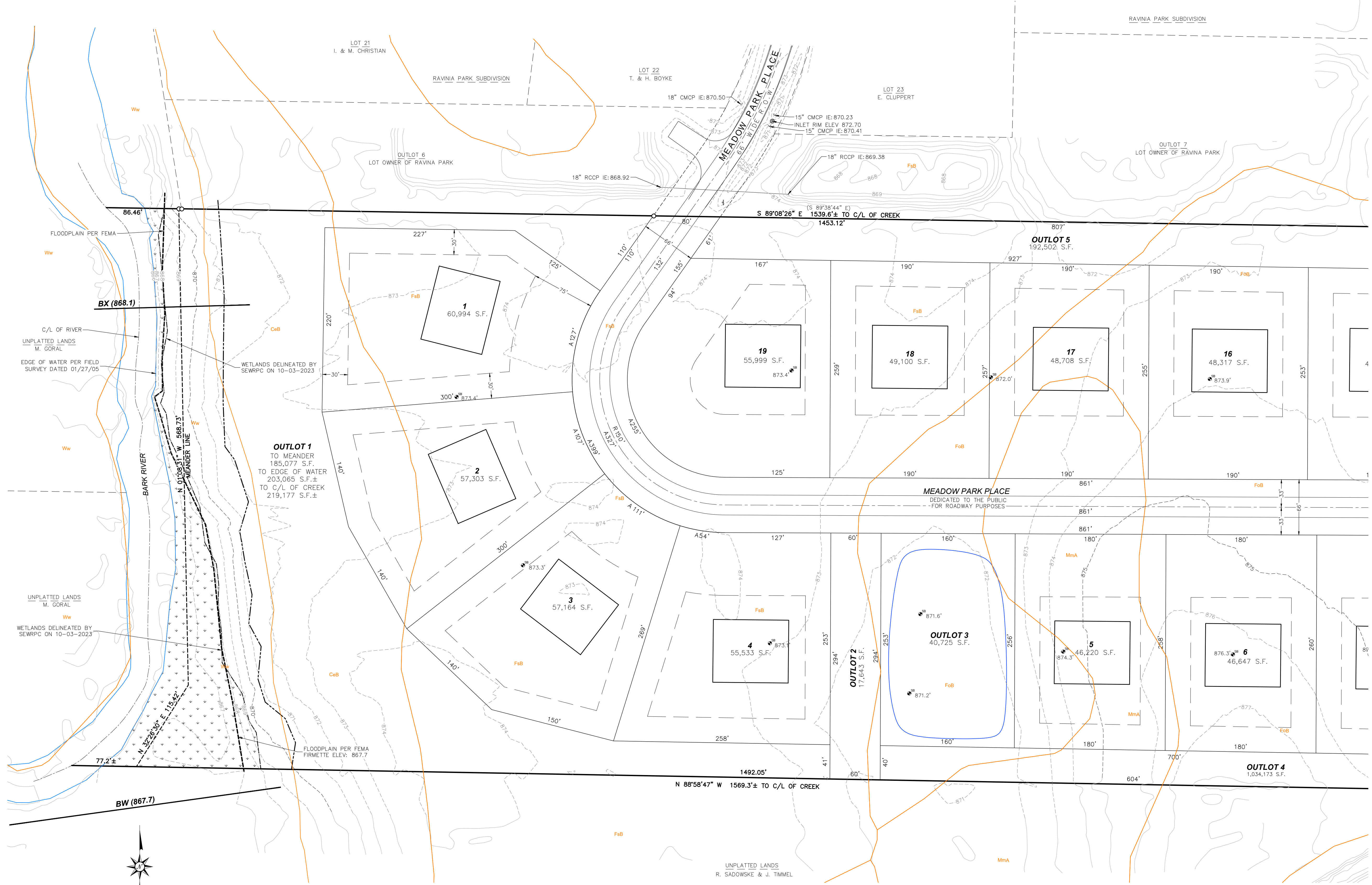
49,100 S.F.

55,999 S.F.

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PRELIMINARY PLAT
BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN





Building a Better World
for All of Us®

March 7, 2025

RE: Village of Summit
Bark River Conservancy Storm Water
Management and Grading Plan Review
SEH No. 176551 Task 53

Ms. Amy Barrows
Village Planner
Village of Summit
37100 Delafield Road
Summit, WI 53066

Dear Ms. Barrows:

We recently received storm water management and grading plans for the Bark River Conservancy development located in the Village of Summit. Nineteen lots are proposed for this single-family residential development, located east and south of the existing Ravinia Park Subdivision, with access off both Genesee Lake Road and Meadow Park Place. Both plans have been prepared by Ellena Engineering Consultants and dated February 20, 2025. The plans appear to be preliminary; more detail is needed to provide a full review. Only a grading plan has been provided so far to accompany the storm water management plan. A full set of construction plans, including plan & profile sheets for the roadways, EC plan and detail will need to be submitted to do a full comprehensive review.

Based on the information provided, it appears that adequate area has been set aside to address the Village and State's storm water requirements but many revisions are needed for both the storm water and grading plan that will affect the plan results, so no approvals should be implied but the plans do provide enough supporting evidence to be comfortable moving forward with the concept proposed. The comments provided are mostly generalized since the plans are missing much of the needed detail to do a thorough review. A plan mark-up is included with the review to help the project engineer revise the plans and provide the necessary detail.

Storm Water Management Plan

- 1) The transmittal letter, and accompanying summary, describes that the plan includes infiltration but later in the letter a request is made to make infiltration exempt. The soils information provided does not cover the areas where the storm water management facilities are proposed and need to be provided before any determination of exemption is considered. It appears from the soils information provided, there are areas that seasonal groundwater may not interfere with promoting infiltration.
 - Additional soils information needs to be provided, at least two test pits within the proposed stormwater facilities need to be conducted that extend at least 15 feet below the surface or at least to a depth where groundwater or bedrock is experienced.
- 2) For the existing conditions calculations and modeling, the existing land use appears to be agricultural, and the curve number used should represent that. For the sheet flow portion of the Tc calculations, a more appropriate manning's coefficient should be used for agricultural land use. The flow paths chosen should be verified, as there appears to be paths that are longer that were not used. The slopes used should be verified.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 501 Maple Avenue, Delafield, WI 53018-9351

262.646.6855 | 888.908.8166 fax | sehinc.com

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- 3) For proposed conditions, the manning's coefficient for sheet flow portion of Tc calculations should be adjusted to better reflect the type of likely vegetation, typically a dense grass coefficient is more appropriate in WI.
- 4) The delineated drainage areas on the proposed drainage map need to be identified/labeled.
- 5) For the drainage area that includes lots 8-10, the flow path lines do not appear to be connected.
- 6) In the summary, it states that an emergency overflow path design was considered, the path should be shown on this plan.
- 7) There appear to be a few low areas/kettles on-site, or straddling the property line with Ravinia Park lots, an assessment needs to be provided, under frozen conditions, to verify the lots are not susceptible to flooding. An overflow path needs to be designed to avoid flooding and pads set high enough to avoid potential flooding. This appears to occur behind lots 13-18, there appears to be two separate low areas that should be assessed.
- 8) It's not clear from the pond design information included in HydroCAD how the pretreatment cells function. The WinSLAMM input appears to utilize small orifices and an overflow weir but the grading plan provided does not show it being built in this manner. More detail will need to be provided to better review the design versus the modeling for consistency and functionality.
- 9) More off-site contour labels should be provided on all the maps, and grading plan, to help determine drainage patterns. Adequate labels are provided internally.
- 10) The proposed drainage map should show where the low flow outlet pipe and Basin PR4 drain to.
- 11) For WinSLAMM modeling:
 - Areas that are not being managed by BMPs need to be included in the water quality calculations to determine the overall site removal/reduction rate.
 - Verify the street width in the land use calculations, they should be consistent with the Village's typical street section and consistent with each other.
 - For the grass swale control practices, it's assumed that the roadside swales are being modeled, as such, the percent of the runoff from the drainage area should not be set at 100%, as there is backyard runoff and the area of the basin itself that isn't being directed the control practice (applicable for all the areas modeled as such). The average swale length should also be adjusted since the full swale length wouldn't be utilized for the full area being analyzed.

Grading Plan

- 12) For lots 1, 2 and 4, the 879-foot contour is missing in front of the pad.
- 13) For lot 19, the 879-foot contour should be eliminated based on the proposed YG.
- 14) Many contours are missing on the backside of lots and need to be checked.
- 15) In general, proposed contours need to be closed out and tied to the existing contours on the backside of lots and when transitioning to the existing Ravinia Park subdivision roadway.
- 16) There are several areas where it appears backyard drainage is too flat as shown, such as behind lot 3, lot 8, lot 1, and potentially lots 18 & 19.
- 17) All the pads are shown being setback about 30-feet from the building setback line. It appears this is being done to help limit the driveway slope. It's unclear if the lot owner will be required to build the home at this setback or what will ensure the location where it's shown?
- 18) There are a few sideyards that appear to be shown at an extreme slope, well steeper than the preferred 4:1 slope and exceedance of the maximum 3:1 slope.
- 19) Using yellow for leaders and lettering should be avoided since it's difficult to see on the sheet.
- 20) Proposed wells and septic areas need to be shown, along with the storm water basin setbacks. Existing wells and septic areas on adjacent existing lots also need to be shown to verify proper setbacks are being met.

Ms. Amy Barrows
March 7, 2025
Page 3

General Comments

- 1) A Village SW & EC plan will be required.
- 2) A long-term SWMA will be required.
- 3) A Developer's Agreement will be required.
- 4) A financial guarantee will be required.
- 5) Once more detail and the required plan sheets are provided, a more thorough review of the plan set will be provided.

Please do not hesitate to contact me with any questions or comments at 414.949.8950 or bpehl@sehinc.com.

Sincerely,



Brian Pehl, PE
(Lic. WI)

CC: Kamron Nash, Village Public Works Director
Mark Ellena, Ellena Engineering Consultants, LLC
Dean Frederick, Technical Engineering Consultants LLC

btp



Bark River Conservancy

VILLAGE OF SUMMIT

--PROPOSED DEVELOPMENT ON THE ESCHWEILER PROPERTY--

FEBRUARY, 2025

General Location:	Approximately 1 mile East of Summit Ave (Hwy 67) & ½ mile West of Sawyer Road (CTH P) on the south side of Genesee Lake Road
Site Size:	62.44 Acres
Current Zoning:	A-1 Agriculture
Proposal:	To create a 19 lot single family conservation subdivision with residential lots averaging 52,303 square feet in size with buffering outlots and environmental protections
General Character:	This will be a community of architecturally controlled single family homes on single family homesites in harmony with our neighbors
Building Restrictions:	Preliminary building restrictions state the minimum size of the homes will be as required by the village zoning code, or greater, and similar to Ravina Park
River Greenway:	We are coordinating with Waukesha County for the inclusion of the Waukesha County Greenway Project for the Bark River corridor. An easement(s) will be conveyed to protect the woodlands, wetlands, and floodplain
Density Calculations:	See attached site "data sheet"
Drainage:	Storm water control and water quality management will be accomplished through multiple stormwater management areas within Outlots 3 & 4
Timing:	If approval is granted on a timely basis, construction would begin in Summer, 2025. The development will be constructed in one phase
Synopsis:	We are delighted to bring forth an extraordinary proposed development plan for an exceptional residential community that also advocates for the preservation of environmentally sensitive area and the creation of open spaces

PRELIMINARY PLAT BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

OWNER/DEVELOPER:
GENESEE LAKE ROAD, LLC
JOHN STOKER
N118W18531 BUNSEN DR.
GERMANTOWN, WI 53022
262-252-7100

ENGINEER:
ELLENA ENGINEERING CONSULTANTS, LLC
MARK ELLENA
700 PILGRIM PARKWAY - SUITE 100
ELM GROVE, WI 53122
262-719-6183

SURVEYOR:
LANDTECH SURVEYING, LLC
JOHN DOWNING
955 LEXINGTON DR.
OCCONGOWOC, WI 53066
262-367-7599

REVIEWING AUTHORITIES:
• VILLAGE OF SUMMIT
• WI DEPARTMENT OF ADMINISTRATION

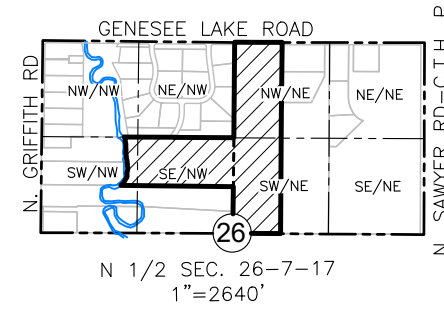
TOTAL PARCEL AREA
INCLUDING AREA TO BE DEDICATED
62.441 ACRES TO C/L OF RIVER
(2,719,914 S.F.)
61.353 ACRES TO MEANDER LINE
(2,672,532 S.F.)
ROADWAY TO BE DEDICATED
5.093 ACRES (221,856 S.F.)

CURRENT ZONING
A-1, WC, EC

PROPOSED ZONING
R-1 RESIDENTIAL

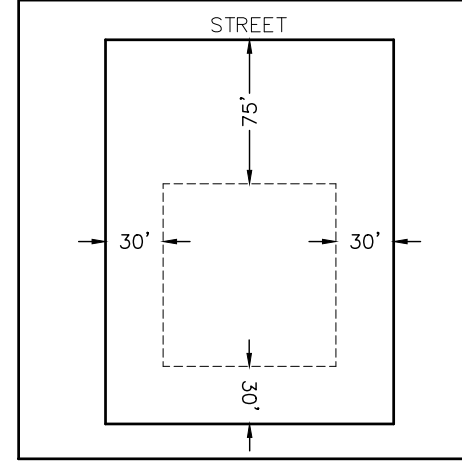
BUILDING LOCATION
• ROAD SETBACK = 75'
• REAR YARD SETBACK = 30'
• SIDE YARD SETBACK = 30'
(SEE LOT 1 FOR DETAIL)

VICINITY MAP



PROPERTY AREA	61.95 ACRES
REQUIRED OPEN SPACE (40%)	61.95 (0.40) = 24.78 AC
GREEN SPACE	35.12 AC (57%)
TOTAL UPLAND RECLANDS	11.14 ACRES
TOTAL WETLANDS AREA	7.50 ACRES
PROPOSED ROADWAY ROW	4.80 ACRES
UNITS ALLOWED IN R-1 (1 UNIT/2.3 ACRES)	61.95 / 2.3 = 26.93 UNITS
UNITS ALLOWED PER EC (1 UNIT/5.0 ACRES)	11.14 / 5.0 = 2.23 UNITS
TOTAL UNITS ALLOWED	16.83 ± UNITS

BUILDING SETBACK DETAIL

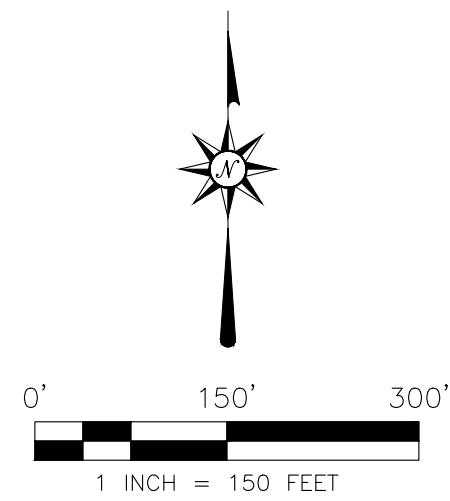


LOT/BK	SH3/ELEV	LOWEST BSMT ELEV (SH3+1)	MIN BSMT ELEV/PERMGP
1	868.5	868.5	869.5
2	868.5	868.5	869.5
3	867.0	868.0	868.0
4	868.7	868.7	869.7
5	868.5	868.5	869.5
6	868.0	868.0	869.5
7	868.0	870.0	870.0
8	868.4	868.4	869.4
9	867.7	868.7	869.6
10	868.8	868.8	869.8
11	867.4	868.4	869.0
12	867.0	868.0	868.0
13	867.0	868.0	868.0
14	868.5	867.5	867.5
15	869.0	870.0	870.0
16	868.8	868.8	869.8
17	868.8	868.8	869.8
18	867.0	868.0	869.0
19	867.8	868.8	869.8

*SH3/ELEV DETERMINED FROM AVAILABLE TESTING BY GLENN ENGINEERING STUDIES BY GEO-TECHNOLOGY INC. DATED OCTOBER 18, 2024. THE REPORTS HAVE BEEN SUBMITTED TO THE VILLAGE ENGINEER.

NOTES:

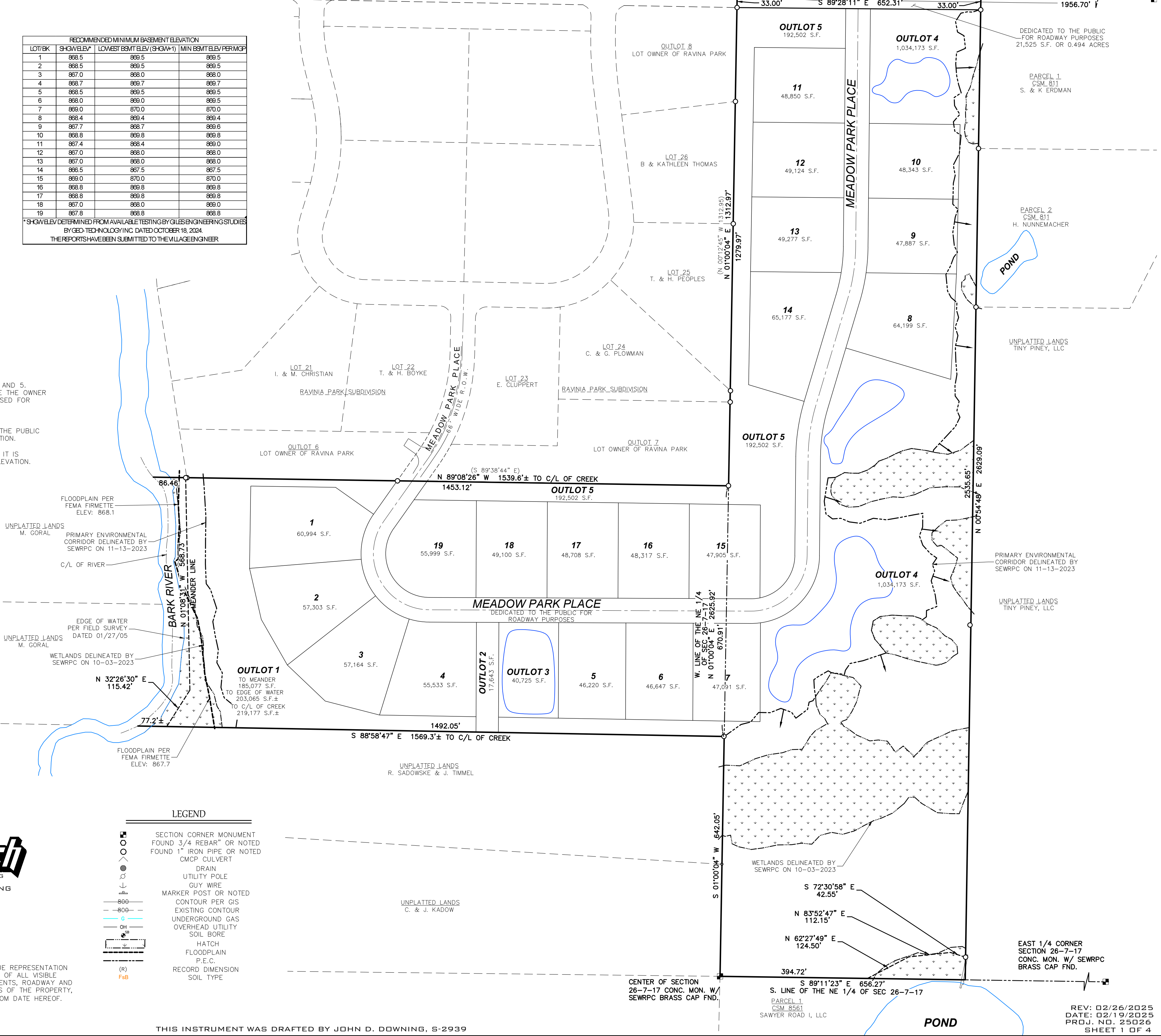
- EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDED FRACTIONAL OWNERSHIP IN OUTLOT NO. 1, 2, 3, 4, AND 5.
- VILLAGE OF SUMMIT SHALL NOT BE LIABLE FOR ANY FEES OR SPECIAL CHARGES IN THE EVENT THEY BECOME THE OWNER OF ANY LOT OR OUTLOT IN THE SUBDIVISION BY REASON OF TAX DELINQUENCY. OUTLOT 3 & 4 SHALL BE USED FOR STORM WATER MANAGEMENT FACILITIES.
- THIS DEVELOPMENT WILL BE SERVED BY PRIVATE WELLS AND SEPTIC SYSTEMS.
- ALL LOTS HAVE AT LEAST A 180' MINIMUM AVERAGE WIDTH.
- ANY LANDS BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.
- FLOODPLAIN IS PER FEMA FIRM MAP No. 55133C0162H, MAP REVISED NOVEMBER 5, 2014.
- THE O.H.W.M. (ORDINARY HIGH WATER MARK) IS AN APPROXIMATE LOCATION DETERMINED BY THE SURVEYOR. IT IS RECOMMENDED THAT THE ZONING ADMINISTRATOR FOR THE MUNICIPALITY APPROVE OR SET THE O.H.W.M. ELEVATION.



BEARINGS BASED ON GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, WAUKESHA COUNTY ZONE (NAD 83 WISCONSIN 2011) AND REFERENCED TO THE NORTH LINE OF THE NE 1/4 OF SEC. 26-7-17 MEASURED AS N89°28'11"W.

VERTICAL DATUM IS NAVD 88 (GEOID 12A)

NORTH 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. BENCHMARK ELEV: 878.33
 N. LINE OF THE NW 1/4 OF SEC 26-7-17 N 88°57'08" W 2641.36'
 N. LINE OF THE NE 1/4 OF SEC 26-7-17 S 89°28'11" E 2608.96' S 89°28'11" E 652.26'
 GENESEE LAKE ROAD 66' WIDE R.O.W. 1956.70'
 NE CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.



LEGEND

- SECTION CORNER MONUMENT FOUND 3/4 REBAR OR NOTED FOUND 1" IRON PIPE OR NOTED CMCP CULVERT
- DRAIN
- UTILITY POLE
- GUY WIRE
- MARKER POST OR NOTED
- CONTOUR PER GIS
- EXISTING CONTOUR
- UNDERGROUND GAS
- OVERHEAD UTILITY
- SOIL BORE
- HATCH FLOODPLAIN
- P.E.C.
- RECORD DIMENSION
- SOIL TYPE



SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS, ROADWAY AND VISIBLE ENCROACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE, THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.
SIGNED: JOHN D. DOWNING, PROFESSIONAL LAND SURVEYOR S-2939

THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

EAST 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.
 CENTER OF SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.
 REV: 02/26/2025
 DATE: 02/19/2025
 PROJ. NO. 25026
 SHEET 1 OF 4

PRELIMINARY PLAT

BARK RIVER CONSERVANCY

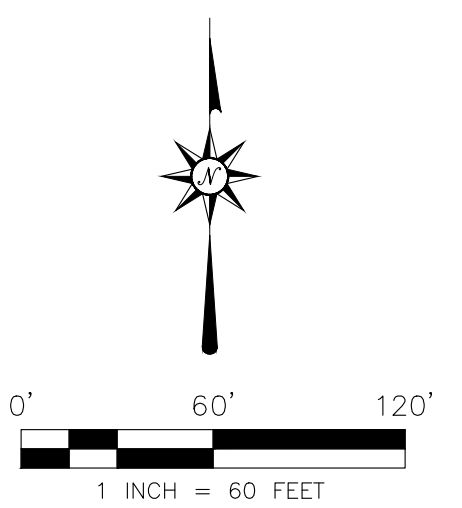
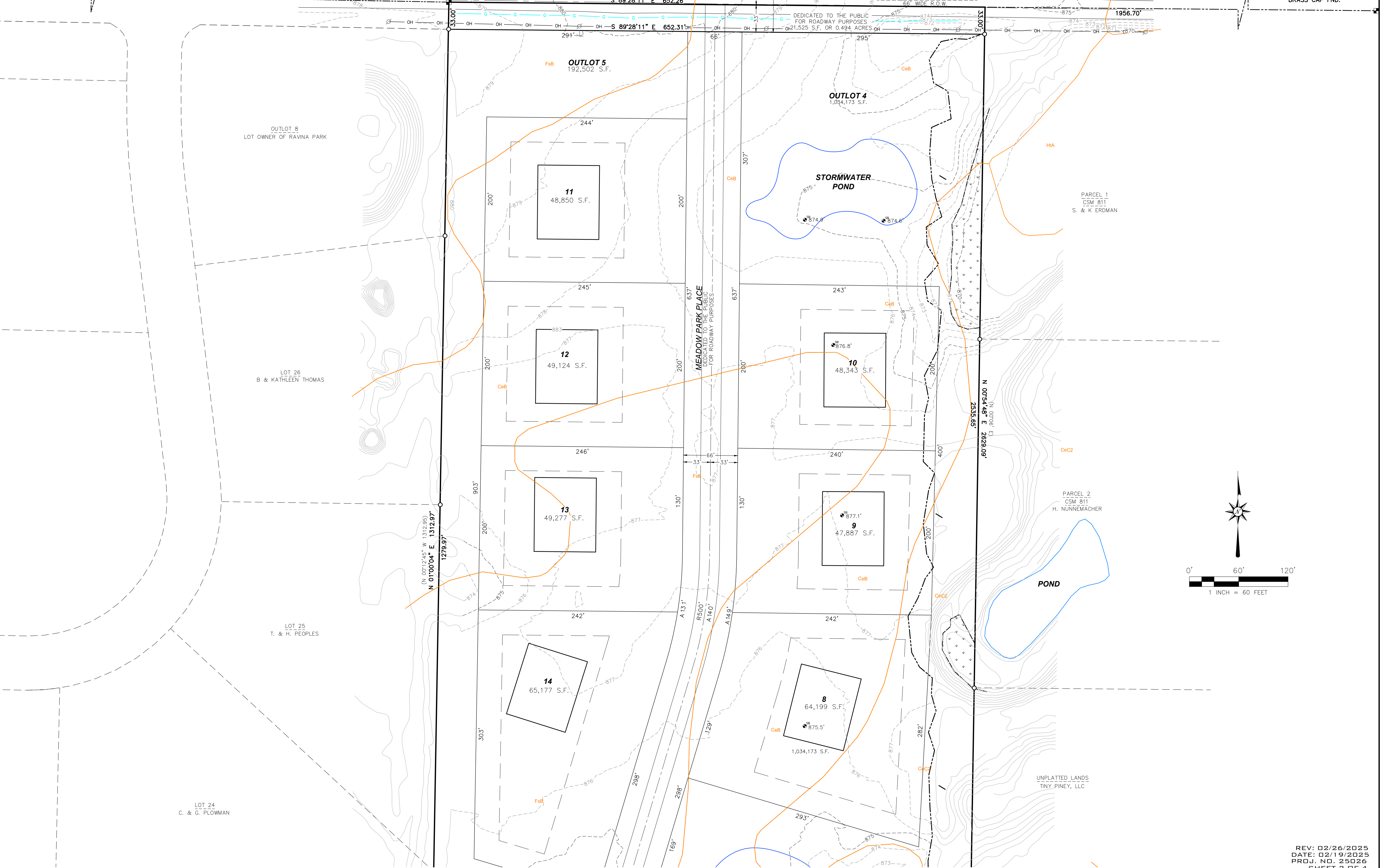
UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

NW CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. 2641.36'

N. LINE OF THE NW 1/4 OF SEC 26-7-17 N 88°57'08" W 2641.36'

NORTH 1/4 CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND. BENCHMARK ELEV: 878.33'

NE CORNER SECTION 26-7-17 CONC. MON. W/ SEWRPC BRASS CAP FND.



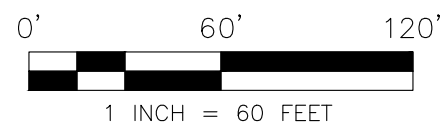
THIS INSTRUMENT WAS DRAFTED BY JOHN D. DOWNING, S-2939

REV: 02/26/2025 DATE: 02/19/2025 PROJ. NO. 25026 SHEET 2 OF 4

PRELIMINARY PLAT
BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN

UNPLATTED LANDS
TINY PINEY, LLC



18" CMCP IE: 870.50
15" CMCP IE: 870.23
INLET RIM ELEV. 872.70
15" CMCP IE: 870.41

LOT 23
E. CLUPPERT

LOT 24
C. & G. FLOWMAN

RAVNIA PARK SUBDIVISION

OUTLOT 7
LOT OWNER OF RAVNIA PARK

OUTLOT 5
192,502 S.F.

OUTLOT 4
1,034,173 S.F.

S 89°08'26" E 1539.6± TO C/L OF CREEK
1453.12'

OUTLOT 5
192,502 S.F.

19
55,999 S.F.

18
49,100 S.F.

17
48,708 S.F.

16
48,317 S.F.

15
47,905 S.F.

MEADOW PARK PLACE
DEDICATED TO THE PUBLIC
FOR ROADWAY PURPOSES

OUTLOT 4
1,034,173 S.F.

PRIMARY ENVIRONMENTAL
CORRIDOR DELINEATED BY
SEWRPC ON 11-13-2023

4
55,533 S.F.

OUTLOT 3
40,725 S.F.

5
46,220 S.F.

6
46,647 S.F.

7
47,091 S.F.

STORMWATER POND

WETLANDS DELINEATED BY
SEWRPC ON 10-03-2023

OUTLOT 4
1,034,173 S.F.

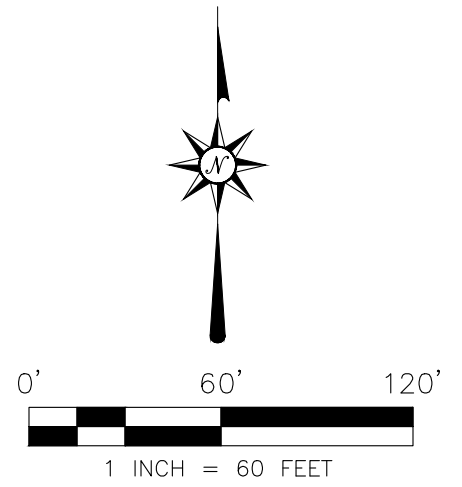
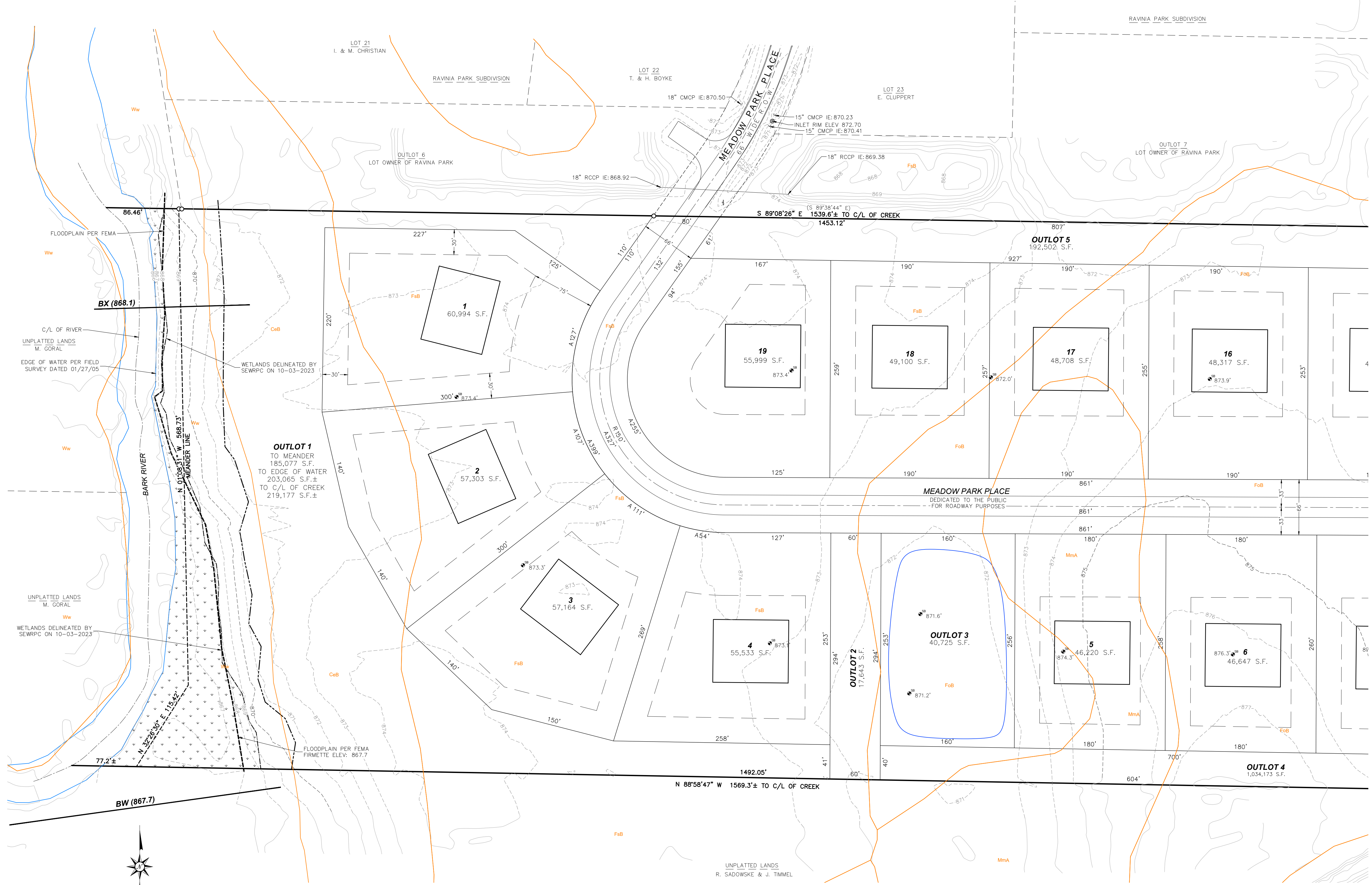
N 88°58'47" W 1569.3± TO C/L OF CREEK

UNPLATTED LANDS
R. SADOWSKE & J. TIMMEL

REV: 02/26/2025
DATE: 02/19/2025
PROJ. NO. 25026
SHEET 3 OF 4

PRELIMINARY PLAT
BARK RIVER CONSERVANCY

UNPLATTED LANDS BEING PART OF THE NW 1/4 AND THE SW 1/4 OF THE NE 1/4, AND PART OF THE SE 1/4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 26, TOWN 7 NORTH, RANGE 17 EAST, VILLAGE OF SUMMIT, WAUKESHA COUNTY, WISCONSIN



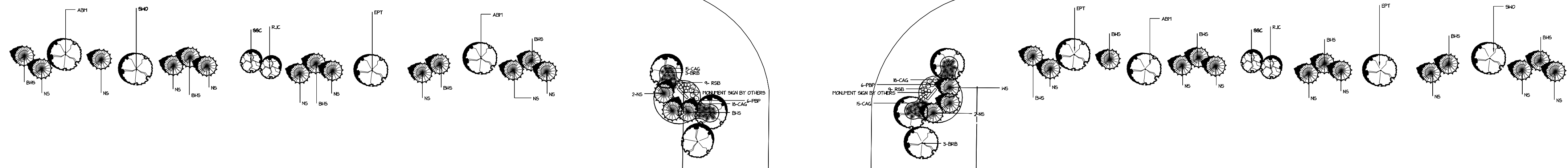
GENESEE LAKE ROAD

OUTLOT 5

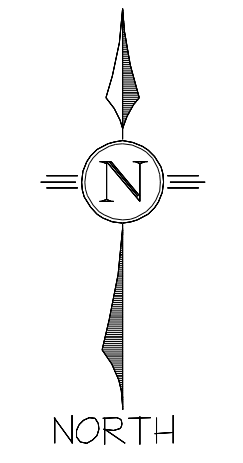
OPEN
SPACE

BASIN PR7

NURSERY STOCK LEGEND		
TREES:		
QTY.	CODE	SPECIES
6	BRB	BETULA, HERITAGE RIVER BIRCH, MULTI-STEM
3	ABM	ACRE, AUTUMN BLAZE MAPLE
2	R-JC	MALLUS, RED JEWEL CRABAPPLE, MULTI-STEM
6	SSC	MALLUS, SPARKLING SPRITE CRABAPPLE
3	EPT	PLATANUS, EXCLAMATION PLANETREE
2	SWO	QUERCUS, SWAMP WHITE OAK
21	NS	NORWAY SPRUCE
13	BHS	BLACK HILLS SPRUCE
SHRUBS:		
QTY.	CODE	SPECIES
12	PBP	POTENTILLA, PINK BEAUTY
GRASSES:		
QTY.	CODE	SPECIES
66	CAG	GALAMAGROSTIS, AVALANCHE GRASS
GRASSES:		
QTY.	CODE	SPECIES
18	RSB	RUDBECKIA, SUMMER BLAZE



Note: This plan is the sole property of M.J.S. Landscaping. All trees and shrubs are to be used in accordance with the contract.



FRONT ENTRANCE LANDSCAPING
BARK RIVER CONSERVANCY

DRIVING #
D. PATA

3.6.25
DATE

SCALE
1"=40'

<p>Document Number</p>	<p>DECLARATION OF RESTRICTIONS AND COVENANTS</p> <p>Document Name</p>	
		<p>Recording Data</p> <p>Name and Return Address Joe A. Goldberger North Shore Legal 13460 N. Silver Fox Drive Summit, Wisconsin 53097</p>
		<p>Tax Key No. SUMT 0678996</p>

DECLARATION OF RESTRICTIONS AND COVENANTS

FOR

BARK RIVER CONSERVANCY

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
BARK RIVER CONSERVANCY
SUMMIT, WISCONSIN**

This Declaration is made this ___ day of _____, 2025 by Genessee Lake Road, LLC, a Wisconsin limited liability company (hereinafter the “Developer”).

RECITATIONS

WHEREAS, Developer owns the lands located in the Village of Summit, Waukesha County, Wisconsin, described on Exhibit A attached hereto (the “Subdivision”); and

WHEREAS, the Developer has caused the final plat of Bark River Conservancy (the “Subdivision”), to be platted and recorded as a subdivision consisting of nineteen (19) lots, and certain Common Areas hereafter defined; and

WHEREAS, Developer desires to subject the residential lots as platted within the Subdivision, as well as all other portions of the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner for the purpose of creating a desirable use of the land within the Subdivision in an aesthetically pleasing residential environment;

DECLARATION

NOW THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors, users and owners in interest.

DEFINITIONS; PURPOSE & USE RESTRICTIONS

1.01 DEFINITIONS.

- a) “Architectural Board,” “Board,” or “Board of Directors” shall mean the officers of the Association appointed or elected in accordance with Section 3 of this Declaration who shall serve as members of the Architectural Board and shall operate and manage the Association as a Board of Directors. The term “Board” as used herein, shall refer to each of the Architectural Board and the Board of Directors.

- b) “Assessment” shall mean any General or Special Assessment as provided for in this Declaration.

c) “Association” shall mean Bark River Conservancy Homeowners Association, Inc. a nonprofit, non-stock homeowner’s association, which shall be created pursuant to this Declaration and the laws of the State of Wisconsin.

d) “Bylaws” shall mean the bylaws of the Association, as amended from time to time.

e) Intentionally omitted.

f) “Common Area” or “Common Areas” shall mean any outlot, Walking Paths (as defined hereinafter) or other area within the Subdivision which is not a Lot as identified in this Declaration or on the subdivision plat, and includes, without limitation, all such areas and improvements thereto which may be conveyed by the Developer to the Association and any dedicated Street or other dedicated area for which the Village has not assumed responsibility for maintenance. Fee title to all Common Areas shall vest in the Association upon its formation by execution and filing of the Articles of Incorporation and no further conveyancing document shall be necessary to vest title to the Common Areas in the Association.

g) “Declaration of Restrictions” shall mean the Bark River Conservancy Declaration of Covenants Restrictions as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

h) “Detention Ponds” mean the detention ponds located on Outlots, 3, 4 ~~and 5~~ as depicted on the plat of Bark River Conservancy.

i) “Developer” shall mean Genessee Road, LLC, a Wisconsin limited liability company.

j) “Developer Landscaping” shall mean all landscaping performed by the Developer on or with respect to the Common Areas, Outlots and to certain Lots in the Subdivision.

k) “Development Agreement” shall mean the Subdivider’s Agreement entered into between Developer and the Village (as hereinafter defined) recorded as Document No. _____ and a copy of which is on file with the Village Clerk of the Village of Summit.

l) “Family” shall mean one or more persons who are living, sleeping, cooking and eating on the premises as a single housekeeping unit but shall exclude any person or group of persons occupying such premises where three or more of such persons (other than household employees) are not related by blood, marriage or adoption.

m) “Home” shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

n) “Lot” shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time. The term “Lot” does not include any other Common Area or Outlot.

- o) "Lot Owner," "Lot Owners", "Co-Owners" or "Owner" shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees if in possession, but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.
- p) "Outlots" mean the outlots as identified on the plat of Bark River Conservancy
- q) "Property" shall include a Lot and all improvements thereto.
- r) ~~"Roadway" shall mean the private, common driveway providing access to the Subdivision from Farmdale Road and to each Lot.~~
- s) "Section" shall mean all those provisions within a numbered heading of this Declaration.
- t) "Structure" and "Improvement" shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: buildings, outbuildings, sheds, tents, booths, garages, car-ports, above ground storage facilities, parking areas, exterior lighting or electric fixtures, antennas, towers, poles or bug control devices; fences, retaining or other walls, fountains, above or in-ground swimming or wading pools; plantings; driveways, sidewalks or walkways; pet kennels or run lines, screened or other types of porches, patio or gazebos, tree houses or other exterior play equipment including skateboard ramps, any and all forms of landscaping, and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and concealed entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.
- u) "Subdivision" shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Village.
- v) "Village" shall mean the Village of Summit, Waukesha County, Wisconsin.
- w) "Walking Paths" mean the mowed walking paths located throughout the Subdivision and as shown on the plat of Bark River Conservancy.

1.02 GENERAL PURPOSE.

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive and safe residential area and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all Improvements, as well as the natural beauty of certain open spaces and Common Areas within the Subdivision; to help assure the best use and most

appropriate development and improvement of each Lot; to protect owners of Lots against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, Structures, and color schemes; to insure a residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each such Lot is platted; to encourage and secure the erection of attractive residential Structures with appropriate locations on the Lots; to prevent installation of Improvements which may adversely affect the aesthetic appearance of a Lot or surrounding area; to secure and maintain a proper spatial relationship of buildings, Structures and other Improvements; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential Property within the Subdivision.

1.03 INTERPRETATION

It is expected that the enforcement of this Declaration of Restrictions and its provisions will, from time to time, be subject to interpretation. In those instances where an interpretation of the provisions of this Declaration of Restrictions is required because there is no definitive rule or procedure to be followed, or because this is a question regarding an intangible concept, for example the determination of whether a proposed Structure is “harmonious” or “aesthetically pleasing”, the interpretation shall be made by the Architectural Board and that interpretation shall be binding upon the Lot Owner.

1.04 GENERAL RESTRICTIONS ON USE OF LOTS AND HOMES.

- a) Each Lot shall be used solely for residential purposes by one Family, except that business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone and permitted by the Zoning Code of the Village for Lots in single family residential zoning districts. The term “residential purposes” shall include only those activities necessary for or normally associated with the use and enjoyment of a building designed as a dwelling for one family as a place of residence and limited recreation.
- b) Only one Home may be constructed on each Lot and no garage, tent, or other Improvement (except for the Home) shall be used for temporary or permanent living or sleeping for Family members or guests without the prior written approval of the Board.
- c) Each Lot and all front, side and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot, and if not so maintained, the Association may perform yard maintenance, charge the costs there to the Lot Owner and levy as a Special Assessment against the Lot. Developer may but, shall not be obligated to improve any areas of the subdivision with grass or plantings or to cut grass or foliage growing in a natural environment. ~~Notwithstanding the foregoing, the Lot Owner is permitted to leave some portions of the Lot in a natural state, provided however, that the Lot Owner shall be required to improve the front yard with mowed and maintained lawn and/or landscape beds, the side yard adjacent to the home to a distance from not less than 75’ from the furthest protrusion of the home on the Lot. The rear yard may be maintained in a natural state, however, low mow grass or maintained~~

~~wildflower plantings are strongly encouraged. The Lot Owner shall be required to maintain a mowed area to a distance 6' from the inside edge of the perimeter fencing at the rear of the Lot.~~

d) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Property, nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

e) Each Lot and the Improvements constructed thereon shall be used in compliance with all the provisions of this Declaration.

1.05 USE AND MAINTENANCE OF COMMON AREAS: IMPROVEMENTS IN RIGHT OF WAYS.

a) All Common Areas shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved by the Association (which approval, if given, may be revoked at any time).

b) Any signs, monuments, structures or systems constructed by Developer or the Association on any Common Areas shall be properly maintained by the Association.

c) The Association shall maintain all Common Areas so as to be neat and attractive in appearance. No Lot Owner shall erect any structure or improvement in the Common Areas.

~~d) The Association shall maintain the Roadway, including snow removal, maintenance and repairs.~~

1.06 RESTRICTIONS ON USE OF TRUCKS, TRAILERS, BOATS AND RECREATIONAL VEHICLES.

Recreational Vehicles (which shall include snowmobiles, trail bikes, travel trailers, vans, motor homes, dune buggies and other off-street motorized vehicles of any kind), trucks and motorcycles shall not be parked, kept or stored on any Common Area or undeveloped area of the Subdivision, nor shall any such Recreational Vehicle, truck or motorcycle be parked, kept, or stored on any Lot outside an enclosed garage, without the prior approval of the Board (which may be withheld on the basis of aesthetics if for no other reason). Recreational Vehicles and motorcycles shall not be used or operated on any Lot or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

1.07 ANIMALS AND PETS.

No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other normal household pets (as may be approved by the Board from

time to time) may be kept so long as they are not kept, bred or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large.

1.08 GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage prior to prompt collection in sanitary covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time, other than for burning of leaves and light brush if approved by the Board and if such burning is in compliance with local ordinances.

1.09 DEVELOPER LANDSCAPING: EASEMENTS: MAINTENANCE BY LOT OWNERS.

In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, Developer has and will install substantial landscaping improvements. The Developer Landscaping may but, is not required to include various hedge and screen plantings, berms, trees, shrubbery, entrance landscaping and monuments or signs, and related landscaping which are to be constructed and/or planted by the Developer on certain Lots and Common Areas in the Subdivision.

- a) This Declaration hereby grants an easement upon, across, over and through all of the Lots and Common Areas of the Subdivision, for the purpose of allowing Developer and its agents ingress and egress in order to accomplish the construction or planting of any of the Developer Landscaping. This easement shall terminate upon the Developer's delivery of a certificate of completion to the Association, indicating that all work on the Developer Landscaping has been completed.
- b) Each Lot Owner shall be responsible for maintaining and repairing the Developer Landscaping, (if any), which has been constructed or planted on such Owner's Lot. Such responsibility shall include, but not be limited to, the seeding, watering, and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery to maintain the Developer Landscaping. In the event a Lot Owner is unable or unwilling to maintain or repair the Developer Landscaping, the Association and its agents shall have the right to enter upon said Lot to replace, repair and maintain the Developer Landscaping. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to replace, repair and maintain Developer Landscaping. The Association shall thereafter have the right, pursuant to the provisions of Section ~~4.09~~ hereof, to levy a Special Assessment against the Lot Owner involved for the costs of such replacement, maintenance and repairs performed by the Association.
- c) The Association shall be responsible for maintaining and repairing the Developer

Landscaping constructed and or planted on Common Areas. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the maintenance of all fences located at the perimeter of each Lot, including access on the each Lot adjacent to the perimeter fences for purposes of allowing access thereto, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Common Area landscaping in an attractive condition. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Common Areas, Detention Ponds and Walking Paths. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to Section 4.09 hereof.

d) All easements and rights described in this Section are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

CONSTRUCTION OF IMPROVEMENTS – ARCHITECTURAL CONTROL

2.0 ARCHITECTURAL CONTROL.

No building, swimming pool, gazebo, fence, wall, driveway, tennis court, light post, landscaping or other structure or improvement shall be constructed, erected, placed, altered or maintained on any Lot in the Subdivision without the approval of the Architectural Board. For any undertaking requiring the approval of the Architectural Board, three sets of plans [including construction plans with roof, siding and trim colors, site plans, grading plans (where necessary) and landscaping plans, including driveway location] shall be submitted to the Architectural Board. If and when plans are approved, two sets of the approved plans shall be signed, dated and returned by the Architectural Board to the Lot Owner as evidence of such approval. Any minor changes or revisions required by the Architectural Board may be noted as an exception to the approval on the plans and detailed in a letter to the Lot Owner. The Architectural Board may also request that revisions be first made to the plans by the owner's agent before approval is given. Once the Architectural Board has granted approval, all such approved plans shall be strictly adhered to by the Lot Owner, unless subsequent changes are approved, in writing, by the Architectural Board. The Architectural Board shall consist of one to three members, appointed by the Developer, until such time as a single-family home has been constructed on each Lot. Thereafter, the number of and members of the Architectural Board shall be determined by the Association.

In approving or disapproving proposed plans and specifications, the Architectural Board may take into consideration the suitability of the proposed building or other structure or improvement, its design, elevation, color, construction materials, its harmony with surrounding buildings, its proposed location on any Lot, the view from other properties in

the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and the impact of the proposed plans on other Lots in the Subdivision. The Architectural Board shall have the right to waive minor infractions or deviations from these restrictions in the case of hardship and/or in furtherance of the intent of these restrictions. Any determination of the Architectural Board shall be final and conclusive as to all persons then or thereafter owning Lots covered by these restrictions. The Architectural Board shall not be liable for actions taken, plans approved or disapproved, provided such acts or decisions are made in good faith.

ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, MAINTAINED OR ALTERED WITHOUT THE PRIOR WRITTEN APPROVAL OF THE ARCHITECTURAL BOARD MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

In addition to the requirements of these restrictions, all construction shall comply with applicable zoning and building code requirements. The Developer and/or the Architectural Board shall have no liability or responsibility in the event it approves plans which fail to comply with applicable zoning or building codes and/or which fail to properly handle site drainage. It is the sole responsibility of the Lot Owner to determine compliance with all applicable zoning and building codes and to obtain all necessary governmental and quasi-governmental approvals prior to the commencement of construction. The Lot Owner shall obtain the approval of the Architectural Board prior to seeking governmental approvals and, in the event that such governing authority requires changes to plans subsequent to approval by the Architectural Board, such changes shall require the written approval of the Architectural Board prior to the commencement of construction.

It is specifically intended that the architectural provisions herein set forth shall provide for the compatibility of architectural styles amongst the various homes that are in close visual proximity, while at the same time avoiding the monotony caused by the duplication of styles. Toward this end, the Architectural Board may evaluate and approve the use of a particular style of home on any given Lot in the Subdivision. In granting that approval, the Architectural Board may consider the proposed residence in relation to the existing homes or previously approved homes that will be built in close visual proximity to the proposed residence.

2.01 ARCHITECTURAL STYLES AND BUILDING MATERIALS.

a) The Architectural Board appointed pursuant to this declaration, shall encourage the use of architectural styles which are compatible with the surrounding structures and consistent with the topography and nature of the Subdivision. The Architectural Board shall encourage the use of qualified home designers and registered architects, or other equally qualified individuals or firms. The Architectural Board shall discourage and may prohibit the use of architectural styles which it deems unsuitable for the subdivision.

- b) The exterior of all Structures shall be constructed of all-natural building materials such as wood, brick, stone, stucco or a combination thereof. In no event shall the exterior of any Structure consist of metal or vinyl siding, however, “Hardiplank” or similar materials may be used.
- c) The front exterior elevation of residences shall be at least thirty percent (30%) brick, stone or stucco. Exposed poured concrete block foundation walls shall not exceed 12 inches as measured vertically on any residence or accessory structure. Where block or concrete would otherwise be exposed, the exterior material must be extended to within 12 inches of grade.
- d) The roofing on all dwellings shall consist of wood shakes, slate or thirty (30) year dimensional asphalt shingles as approved by the Architectural Board. The Architectural Board, in its sole discretion, may permit or prohibit the use of other types of roofing having substantially the same appearance as the permitted materials, as it may deem appropriate, to preserve the architectural integrity and quality of appearance of dwellings in the subdivision. Further, the Architectural Board may permit the use of other high-quality roof materials which it deems aesthetically pleasing and architecturally appropriate, including but not limited to masonry, metal and/or copper.
- e) All homes must have a fireplace. Direct vent fireplaces are permitted. All chimneys, whether located on an interior or exterior wall, shall be brick, stone or masonry faced with stucco.

The Architectural Board shall have the exclusive right to approve the architectural style and the building materials used and any decision of the Architectural Board shall be final and conclusive.

2.02 MINIMUM LIVING AREA AND OTHER REQUIREMENTS.

The Architectural Board shall have the exclusive right to determine whether the following requirements will be satisfied, and any decision of the Architectural Board shall be final and conclusive.

- a) Each Home shall have a minimum living area (exclusive of basement, attic, garage, patios and storage areas):
 - i) not less than 2650 square feet for a one-story Home;
 - ii) not less than 3000 for a one-and-a-half story Home;
 - iii) not less than 3200 square feet for a two-story Home with a minimum of 1900 square feet on the first floor.;
 - iv) no bi-level or tri-level homes shall be permitted.
- b) Each Home shall have a basement with a finished floor (exclusive of any crawl space) of not less than 60% of the area of the first floor.
- c) No home shall exceed two and one-half stories (excluding the basement) or forty-two

feet in height above finish grades, whichever is less.

d) The roof of each Home shall be pitched to rise at least eight (8) inches vertically for each twelve (12) inches horizontally.

e) An attached enclosed garage (for at least three and not more than four cars) shall be constructed at the time of construction of the Home and all exterior portions of the garage shall be completed prior to occupancy of the Home. The garage door may not face the same street that the front door of the Home faces. For any garage which is for three or more cars, the garage doors shall be broken into two or more planes.

f) Lot Owner shall install, at the Lot Owner's expense, one front yard lamppost with photoelectric control and a mailbox. The style of mailbox and of the lamppost and lamp shall be consistent for each Lot and shall be designated by the Architectural Board. The Lot Owner shall complete the installation of the mailbox and front yard lamppost within Ninety (90) days of the issuance of the occupancy permit.

2.03 LOCATION: SETBACKS.

a) No Home or garage (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located on any Lot:

i) no building shall be closer than 75 feet to the ultimate right-of-way line of any public street, road, or highway upon which the property abuts;

ii) no building shall be closer than 30 feet to the side or rear lot line;

~~iii) buildings or structures housing livestock shall not be erected closer than 50 feet to a side or rear lot line at any point;~~

~~iv) not more than 5% of the lot may be covered by buildings or structures;~~

v) not more than 75 feet from any identified wetland.

Each corner Lot shall be determined by the Architectural Board to have one rear Lot line, one side Lot line, one front Lot line and a side Street line based on the proposed orientation of the Home and other Improvements. Setback requirements for lots abutting or containing wetlands may have setbacks greater than those set forth in this Section 2.03(a).

b) Approval by the Plan Commission or building inspector of the Village with respect to setbacks or other matters shall not be binding on the Architectural Board in any respect.

c) Notwithstanding the setback requirement specified above, the orientation and precise location of each Home and garage, as well as all other Improvements on the Lot, must be approved in writing by the Architectural Board prior to any construction, it being intended that the Architectural Board may, at its discretion, impose greater set-back requirements than those specified above in order to achieve or maintain the aesthetic appearance for the Subdivision or any portions thereof which the Architectural Board deems advisable.

d) The Architectural Board may, in its discretion, permit Improvements (other than the Home and garage) to be constructed, installed and located on a Lot provided, such permission must be in writing to be effective and may be granted by the Architectural Board. Said Improvements may include, but not be limited to, in-ground swimming pools, if they meet Village ordinances and specifications, (above-ground swimming pools are expressly prohibited); accessory building(s) provided that such accessory building be constructed, (and maintained), of the same materials, architectural style and color as the Home. The approval of a fence, swimming pool or accessory building on any given Lot shall not obligate the Architectural Board to approve any such Improvement on any other Lot.

2.05 LANDSCAPING AND DRAINAGE.

a) No later than six (6) months following issuance of an occupancy permit for a Home, the landscaping plan for the entire Lot as approved by the Architectural Board shall be implemented, installed and completed. The Architectural Board shall encourage the use of native plants and a natural landscape appearance. The Architectural Board shall discourage the use of formal gardens.

b) No fence, wall, hedge, or screen planting shall be installed unless approved in advance by the Architectural Board under Section.

c) Each Lot Owner is responsible for compliance with Master Grade Plan as established by the Village of Summit.

d) In addition to the normal maintenance and mowing of lawn areas on a Lot, the owner of each Lot shall also maintain the lawn and yard area in front of the Lot from the property line (front lot line) to the back of the curb and gutter section or shoulder of the public roadway. In addition to mowing the area between the Lot line and the road, the Lot Owner shall keep this area free of debris and in all other ways properly maintained. Notwithstanding the foregoing, the Association, in its sole discretion, shall have the right, but not the responsibility, to undertake mowing and/or other lawn maintenance within the Landscape Easement Areas, shown on the Final Plat together with the area between the front Lot line and the road, throughout the subdivision, and to charge the cost thereof as a common expense.

2.06 DRIVEWAY.

Each Lot shall be improved by the Lot Owner with a asphalt, paving stone driveway or concrete driveway, extending from the Roadway abutting the Lot to the garage within six (6) months following issuance of an occupancy permit for the Home. A plot plan showing the location of the drive shall have been submitted to the Architectural Board for its prior approval in accordance with this Section. If the driveway is installed with a concrete driveway, the concrete shall be installed no closer than six (6) feet to the

traveled portion of the roadway and the area between the concrete drive and the traveled portion of the roadway shall be paved with asphalt. Further, driveway pavement installed within ten (10) feet from the traveled portion of the roadway shall have a rise of not more than five (5) inches.

Each driveway shall have a minimum of a ten (10) foot side yard setback.

2.07 CONSTRUCTION MATERIALS STORAGE.

No building or construction materials shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot during or after construction without the prior approval of the Architectural Board, unless required for finish grading or landscaping.

2.08 WIRES AND ANTENNAS.

a) All utility lines and wiring for gas, electric, telephone and cable television service to a Home, garage or other Improvement shall be installed underground, unless otherwise permitted by the Architectural Board prior to installation.

b) No roof-top, tower-mounted or other external antenna or satellite dish for television or radio reception or for other electronic transmission or reception shall be erected or used without the prior written approval of the Architectural Board.

2.09 SIGNS.

No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (1) one sign of not more than 6 square feet advertising the Property for sale; and (2) one standard sign (showing the Lot Owner's name) as may be approved by the Architectural Board for uniform use in terms of size, design, appearance and location for each Lot in the Subdivision; and (3) such signs as the Developer or Architectural Board may approve for placement on those Lots for the purpose of advertising Bark River Conservancy Subdivision.

2.10 GOVERNMENT RESTRICTIONS.

The Developer, its successors and assigns, and all parties hereafter having an interest in the subdivision, are subject to all rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the Federal Government, and the same may be more restrictive than these restrictions. In the event there is a conflict between the requirements of these restrictions and any provision of any Village of Summit, County, State or Federal law or regulation, the more restrictive provisions shall apply. Nothing herein authorizes any modification of, nor does it authorize the Architectural Control Committee to modify, in any way, the rules, codes, regulations and ordinances of the Village of Summit, Waukesha County, the State of Wisconsin and the

Federal Government. No release or waiver by the public body and/or public utility requiring same shall be effective unless it is in writing and approved by the governing body. The Subdivision consists of 62.44 acres of land. The Subdivision is restricted to a maximum density of 19 single family lots on the 62.44 acres of land.

To the extent that any specific restriction contained herein is the same as, or is substantially similar to, any specific restriction set forth in or on the subdivision plat, the Developer's Agreement, and/or any approval obtained in conjunction with the development of this subdivision, the inclusion of such restriction herein shall be deemed to constitute the recitation of the restriction required by the public body and/or public utility requiring same, such that same may be enforced, released or waived by the public body and/or public utility having the right of enforcement, in accordance with Sec. 236.293, Wis. Stats., whether or not enforcement rights with respect to such specific restriction are also granted herein to the Owner's Association and/or any other Lot owner. The foregoing shall apply only with respect to specific provisions hereof which were specifically required by a public body, and shall not apply to any general requirement that the Developer establish subdivision restrictions, any general approval of these restrictions by any public body, and/or the mere fact that a public body and/or public utility is granted any enforcement rights herein.

THE ASSOCIATION

3.01 CREATION OF ASSOCIATION.

The Developer hereby creates and shall incorporate as a Wisconsin non-profit corporation a homeowner's association to be known as "Bark River Conservancy Homeowners Association, Inc." with all rights, powers, privileges and obligations as provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

3.02 MEMBERSHIP.

- a) Each Lot Owner shall automatically be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of the Lot, regardless of the form of tenancy, estate, or interest in the Lot.
- b) Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee. Membership and/or voting rights shall not be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.
- c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03 VOTING.

a) The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be allowed; and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

b) A Lot Owner shall not be entitled to vote on a matter if any Assessment against the Lot is then delinquent.

c) Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

3.04 MEMBERSHIP LIST: NOTICES.

a) The Association shall maintain a current membership list. Each Lot Owner shall furnish the information necessary for the Association to maintain such membership list.

b) All notices required to be given to a Lot Owner shall be deemed to have been duly given at the time of personal delivery to the Lot Owner or the Home of the Lot Owner or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

3.05 ASSOCIATION MEETINGS.

a) Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

b) An annual meeting of the Association shall be held each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board of Directors shall select the specific date, time and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 4.05(a).

c) Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Lot Owners with one-third or more of all votes entitled to be cast.

d) A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

e) The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration. If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.06 POWERS OF THE ASSOCIATION.

a) Without limitation, the Association shall have the following powers in addition to any others which may be necessary or incidental to performance of all duties or powers of the Association specified in this Declaration:

- i) to levy and enforce payment of Assessments on the Lots and against Lot Owners;
- ii) to enforce this Declaration and, without limitation, to accept, own and maintain the Common Areas;
- iii) to purchase, sell and convey Lots (including the Improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;
- iv) to enter and execute contracts, deeds, mortgages and documents on behalf of the Association which relate to any Common Area or Improvements thereof;
- v) to incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;
- vi) to employ the services of any person, firm, or corporation to maintain the Common Areas, or to construct, install, repair or rebuild Improvements thereon;
- vii) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation of the Association;
- viii) to commence, prosecute, defend or be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the

enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

- ix) to adopt Rules and Regulations for the management, operation, use and enjoyment of the Common Areas, including fines or penalties, which may be enforceable by Special Assessment against any Lot Owner or his/her family or guests violating such Rules or Regulations; and
- x) to exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners. The President, together with one other officer of the Association, is empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Association necessary to exercise of any powers or obligations of the Association or of the Board under this Declaration.

3.07

MANAGEMENT OF ASSOCIATION BY THE BOARD OF DIRECTORS:
ARCHITECTURAL BOARD.

- a) The Association and its business, activities and affairs shall be managed by the Board of Directors (which shall consist of all the officers of the association). The Board of Directors shall exercise and perform, in addition to the powers, duties and obligations specified in this declaration for the Board of Directors, all powers, duties and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as all Lots have been sold and fee simple title conveyed by Developer, (except for sale of Lots to Bark River Conservancy, LLC which shall not be deemed sales by the Developer for purposes of this Section 3.07(a), at which time, all officers of the Association shall be elected by the members of the Association.
- b) The Architectural Board shall exercise and perform all of the powers, duties and obligations specified in this Declaration for the Architectural Board. All officers of the Association then in office shall be members of the Architectural Board and no other person may be a member of the Board. Notwithstanding anything aforesaid to the contrary, the Developer shall be entitled to appoint all members of the Architectural Board until such time as all of the Lots have been sold and fee simply title conveyed by the Developer (except for sales to Bark River Conservancy, LLC which shall not be deemed to be sales by the Developer for purposes of this Section 4.07(b), at which time the members of the Architectural Board shall be the officers of the Association. Except where otherwise expressly stated, the following provisions of this Section 4.07 shall apply to each of the Board of Directors and Architectural Board.
- c) The Board shall initially consist of the person(s) appointed by Developer as President, Secretary, and Treasurer of the Association to hold office until successors

are appointed by Developer or elected by the Association. Except for officers appointed by Developer (who need not be Lot Owners or a Co-Owner), only a Lot Owner or Co-Owner of a Lot shall be eligible to serve as an officer and member of the Board. Each member of the Board shall serve and hold office until a successor is elected or appointed to such office. A Board Member may be both President and Secretary and another Board Member may be both Vice President and Treasurer, such that the Board may have only Two (2) members.

d) Any officer and member of the Board (other than an officer appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Any officer appointed by Developer may be removed at any time only by Developer and a successor may then be appointed by Developer.

e) Vacancies in any officer position and on the Board (caused other than by removal under Section (d) above) and newly created officer positions resulting from an increase in the number of officers shall be filled by a majority vote of the officers then in office and each person so elected shall serve until a successor is either appointed by Developer or elected at the next annual meeting of the Association.

f) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

g) Regular meetings of the board shall be held at such times and places as the board determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required.

h) Special meetings of the Board may be called by any officer on three (3) days prior notice to each officer, given orally or in writing.

i) Before, at, or after any meeting of the Board, any officer may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

j) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the officers and the act of such majority shall be the act of the Board. If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

k) Any action of the Board authorized under this Declaration may be taken upon the

unanimous consent of all officers without a meeting.

1) The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

m) No person shall receive any payment for services rendered as an officer of the Association or as a member of the board or a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of his/her duties.

n) No member of any Board or committee or officer of the Association shall be liable to any Lot Owner or to any other party including the association for any loss or damage suffered or claimed on account of an act, omission, error or negligence of such Board or committee member or officer, provided such person acted in good faith, without willful or intentional misconduct.

o) All decisions of the Board on any matter (including, without limitation, decisions under Section 2) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

p) The Board of directors may require that some or all officers and/or employees of the Association handling or responsible for Association funds furnish fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

3.08 OFFICERS.

a) The Officers of the Association shall be:

i) a President, who shall: be the chief executive officer of the Association and a member of the Board of Directors and the Architectural Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board of Directors); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the Office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

ii) a Secretary, who shall: be a member of the Board of Directors and the Architectural Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and

approvals on behalf of the Boards and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

iii) a Treasurer, who shall: be a member of the Board of Directors and the Architectural Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board of Directors; assess and collect all General and Special Assessments made by the Board of Directors; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

iv) one or more Vice Presidents (not to exceed four at any one time), the number of which shall be determined by resolution of the Association or by appointment of Developer; however, it is not required that the Association have one or more Vice Presidents. A Vice President, if any, in addition to serving on the Board of Directors and the Architectural Board, shall have such other powers, duties and responsibilities as may be prescribed from time to time by resolution of the Association.

b) All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more offices at any one time, except that officers appointed by Developer may hold any number of offices.

3.09 COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

a) At the time of Closing of the purchase of any Lot by any Owner, the Owner shall pay to the Association the sum of **\$1500.00** as an initial deposit for the benefit of the Association.

b) The Board of Directors shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of all General and Special Assessments (herein collectively referred to as "Assessments") which shall be made against the Lot Owners and their Lots. The Board of Directors may, at any time, levy Assessments for such purposes against the Lot Owners and their Lots.

c) "General Assessments" may be made and levied by the Board of Directors equally against each Lot Owner and his, her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

i) maintenance, repairs, upkeep or operation of Common Areas, and any additional Common Areas (such as any contiguous real estate) as may be acquired by the Association;

- ii) any insurance maintained by the Association;
- iii) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- iv) all costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- v) costs and expenses for additional improvements to Common Areas beyond those installed by the Developer;
- vi) all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board of Directors may determine, for payments made under this paragraph;
- vii) all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;
- viii) costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;
- ix) all other costs and expenses declared to be common expenses under this Declaration.

d) The Association shall maintain separate journals for General and Special Assessment Funds of the Lot Owners, as may be necessary, provided that all funds received from all Assessments may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association.

e) The Board of Directors shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual Assessments necessary to meet the estimated expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-Owners of the Lot. The Board of Directors may adjust the General Assessment at any time so as to ensure that sufficient funds are available to cover all anticipated costs and to establish an adequate reserve for replacements.

e) At the closing of the purchase of any Lot, the purchaser shall pay \$500.00 to the Association as an initial membership fee. The initial membership fee shall be used to

create an initial reserve fund for the Association and such initial reserve shall be used exclusively for the uses set forth in Section ~~4.09~~ hereof.

3.10 PAYMENT OF ASSESSMENTS.

a) Each Lot Owner shall promptly pay, when due, all Assessments levied by the Board of Directors against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent Assessment. All Assessments shall become due as the Board of Directors may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments. The amount of the Assessments, as well as the due dates for payment thereof may be adjusted from time to time as determined by the Board of Directors. Notwithstanding the foregoing, during the period of Developer control of the Association, (i.e. until the sale of 75% of the Lots), any Lot owned by the Developer (individually an “Unsold Lot” and collectively, the “Unsold Lots”) shall be exempt from Assessments for Common Expenses until such Unsold Lot is sold. However, the Developer shall be liable for the balance of the actual common expenses until such time as the Developer has sold 75% of the Lots at which time Developer shall pay all Assessments and Special Assessments due on any Unsold Lot or Unsold Lots.

b) All Co-Owners of a Lot shall be jointly and severally liable for all Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.11 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION.

a) All Assessments which are not paid when due: shall bear interest at 18 percent per annum or at such other maximum rate as may then be permitted by law until the Assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board of Directors (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent Assessments, plus costs, expenses and attorney’s fees for collection.

b) The Association (through the Board of Directors) shall have the exclusive right and power to collect or enforce collection of all Assessments levied by the Board of Directors and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Lot Owner personally to collect such Assessments and/or to foreclose the lien for such Assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board of Directors shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

3.12 RULES AND REGULATIONS.

a) The Association may from time to time adopt or change rules or regulations (hereafter “Rules or Regulations”) governing the operation, maintenance and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and/or Lot Owner.

c) Rules and Regulations shall be enforced by the Board of Directors but may not be enacted, amended, or repealed by the Board of Directors.

3.13 LOT OWNER’S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

3.14 SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

3.15 ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

a) The Association (through the Board of Directors) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner’s expense and subject to the limitations of Section 2, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorney’s fees incurred by the Association or by a prosecuting Owner in the successful

enforcement thereof. Neither the Association nor the Board of Directors shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board of Directors to take any action requested by such Lot Owner against another Lot Owner.

b) Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the Board of Directors to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances, except as provided in Section 2, unless a written waiver is obtained from the Board.

c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverted or reversion of title to any Lot.

3.16. MAINTENANCE OF OUTLOTS, COMMON AREAS, DRAINAGE EASEMENTS, PONDS, LANDSCAPE EASEMENTS, ENTRANCE SIGNAGE.

The Owner's Association has the responsibility of properly landscaping and maintaining all Landscaping Easement areas (*TBD*) and subdivision entrance signage within the subdivision. The Homeowner's Association shall be responsible for the maintenance of all retention storm water drainage facilities and easements after completion of said facilities. The Developer and each Lot Owner, as the case may be, grants to the Homeowner's Association a permanent access easement and right to enter upon the drainage easements in order to inspect, repair and restore said drainage easements for their intended purpose. The Homeowner's Association agrees to indemnify and hold harmless the individual Lot Owner of the costs of routine and extraordinary maintenance to all drainage easements provided that the Lot Owner has cooperated with the Homeowner's Association in regards to the maintenance of the drainage easements. The Developer has recorded a separate Declaration of Restrictions (Stormwater Management Facility Maintenance) document which further defines the Association's responsibility with regard to stormwater facilities and drainage easements. The Developer and the Homeowner's Association, as the case may be, hereby grants to the Village a permanent access easement and the right, but not the responsibility) to enter upon the easement in order to inspect, repair and restore said drainage easements and facilities, outlots, common areas, or signage for their intended purpose. In the event the Association does not properly landscape or maintain any Outlot, common area, drainage facility or signage, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot, common areas, drainage areas, and/or signage are not being properly landscaped and/or maintained, and further indicating that the Village of Summit will perform such landscaping and/or maintain if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot, common area, drainage facility and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to landscape and/or maintain any such Outlot, common area, drainage facility and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant

to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats. Subject to the provisions of Paragraph (TBD)) 37 below, the Owner's Association further has the responsibility of properly maintaining all drainage easement areas located within the individual Lots which are subject to this Declaration of Restrictions and the ponds and all drainage easement areas within common areas. Maintenance of the ponds shall include, but not necessarily be limited to: preservation of the embankments; prevention of erosion above the ponds, around the ponds and downstream there from; and dredging if and when necessary.

3.17 DAY-TO-DAY MAINTENANCE OF DRAINAGE EASEMENT AREAS.

To the extent practical, the day-to-day minor maintenance of any drainage easement area located on an individual Lot shall be the responsibility of the owners of such Lot. Day-to-day maintenance includes such items as cutting grass, raking leaves, removing fallen trees and branches, and removing other minor obstructions. This paragraph shall not limit the Village's authority of enforcement against the Association, as described in Section 3.16, above, and does not limit the Association's responsibility for maintenance of drainage easement areas.

3.18 WETLANDS, ISOLATED NATURAL RESOURCE AREAS, AND ENVIRONMENTAL CORRIDORS.

In order to preserve and protect the wetlands, isolated natural resource areas, and environmental corridors located in this Subdivision to the greatest extent possible, additional setbacks from these areas may be established on the Plat of Bark River Conservancy. No construction, land disturbing, grading, or filling activities may occur outside of such setbacks, or within the wetlands, isolated natural resource areas and environmental corridor areas. The additional setbacks are identified as "75' Setback" (TBD) and "75' No Mow Buffer" (TBD), or in similar language on the Plat. Portions of Outlots 1, 3, 4, 5, and 6, and 7 are subject to a Conservation Easement (TBD) granted to the Waukesha County Land Conservancy to be recorded with the Waukesha County Register of Deeds. The Owner's Association shall comply fully with all terms and conditions of the Conservation Easement (TBD). During all construction and land disturbing activities, the Owners of said Lots shall comply with all appropriate regulations promulgated by the Conservation Easement (TBD), the County of Waukesha, the Village, the United States Army Corps of Engineers, the Wisconsin Department of Natural Resources and any other administrative agency or governmental body having jurisdiction over the Subdivision.

3.19 OWNERSHIP AND USE OF OUTLOTS AND COMMON AREAS.

Each owner of a Lot shall have an undivided 1/19th ownership interest in the common areas and each conveyance of a Lot in the subdivision shall be deemed to include the conveyance of such undivided interest, whether or not specifically set forth in the instrument of conveyance. Outlot 2 shall be reserved for a future road extension to the south. Outlot 3 contains a Drainage Easements (TBD) and shall be used solely for Stormwater Management purposes. Outlot 1 contains wetlands and floodplain and are within the primary environmental corridor. Outlot 4

contains wetlands and are within the primary environmental corridor. The use of Outlots 1, 3, 4 and 5 is subject to the terms of the Conservation Easement (*TBD*) by and between the Developer and the Waukesha County Land Conservancy. Waukesha County Land Conservancy is responsible for maintaining (*TBD*) Outlots 1, 3, 4 and 5 subject to the terms and conditions of a Conservation Easement between Developer and Waukesha County Land Conservancy to be recorded. All costs and expenses associated with the maintenance of the Conservation Easement Areas shall be paid by the Association upon billing by the Waukesha County Land Conservancy (*TBD*). In the event Waukesha County Land Conservancy or the Association does not properly maintain Outlot 3 or 4 for their intended purpose, the Village of Summit may send written notice to the Association indicating that the Village has determined that the Outlot(s) are not being properly maintained, and further indicating that the Village of Summit will perform such maintenance if not properly done by the Association. The above-referenced notice shall give the Association a minimum of seven (7) days to correct the problem. If the Outlot(s) are not properly maintained within the time granted by the above-referenced notice, the Village of Summit shall then have the authority to maintain any such Outlot referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Summit, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

MISCELLANEOUS

4.01 RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Village and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within 10 feet of any lot line for purposes of allowing the Village or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

4.02 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration, all of which shall remain in full force and effect.

4.03 COVENANTS RUN WITH LAND.

All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.04 AMENDMENTS TO DECLARATION.

This Declaration may be amended at any time by recording a document to that effect in the Office of the Register of Deeds of Waukesha County executed (a) solely by the Developer until such time as the Developer shall no longer owns any Lot and thereafter (b) by Owners at least seventy-five (75%) of the Lots, except that no amendment will be permitted without the express consent of the Developer as long as Developer owns any Lot.

4.05 TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of twenty (20) Years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial twenty (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) Years and thereafter for successive periods of ten (10) years upon the expiration date of the Prior renewal Period, unless there is recorded an instrument (executed by the Owners of at least Sixty-Seven (67%) percent of all Lots in the Subdivision and their mortgagees) terminating this Declaration in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial twenty (20) year term, whichever occurs later.

4.06 INTEPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the Purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity which is clearly not authorized under these Declarations or approved in writing by the Board of Directors.

IN WITNESS WHEREOF, this Declaration of Restrictions is executed by Bark River Conservancy, LLC as Developer, as of the date first written above.

BARK RIVER CONSERVANCY, LLC
a Wisconsin limited liability company

By: The Victory Companies, of Wisconsin, Inc. a
Wisconsin Corporation,

Its: Sole Member

By: _____
John Stoker, President

AUTHENTICATION:

The signature of John Stoker was authenticated on _____, 2025.

Joe A. Goldberger
Title: Member State Bar of Wisconsin

This Instrument was drafted by and return after recording to:

Joe A. Goldberger
State Bar No. 1012616
North Shore Legal
13460 N. Silver Fox Drive
Mequon, Wisconsin 53097
(262) 241-1833
jagoldberger@nslaw.com

EXHIBIT A

Legal Description