

City of Plymouth Plan Commission

Members: Please notify us if you are unable to attend the meeting.

Chairman; Mayor Don Pohlman

Members:

Angie Matzdorf (Council Representative)

Jane Meyer

Jeremy Schellin

Ron Nicolaus

John Wyatt

Justin Schmitz

The City of Plymouth Plan Commission will have a meeting on **Thursday October 2, 2025 at 6:00 PM** in **Room 305**, City Hall, and Plymouth, WI.

The agenda will be as follows:

- 1.) Call to Order & Roll Call
- 2.) Approval of Minutes from September 4, 2025
- 3.) Election of Vice-Chairman of Plan Commission as Required by PMC 2-4-5(e)
- 4.) **Condo Plat Seeking Approval:** 2615 Eastern Avenue, Plymouth Retail Partners, LLC, for the approval of a condo plat as outlined in PMC 14-1-22 through the preliminary plat process. Klein (enclosure)
- 5.) **Zoning Code Update:** Staff seeking recommendation to update to Section 13-1-192 of the City of Plymouth Municipal Code regarding public noticing requirements for rezoning petitions. Johnston (enclosure)
- 6.) **Communication – Letters, E-mails, or reports Related to the Plan Commission**
(Chairman, Secretary, Plan Commission Members, City of Plymouth Staff/Alderpersons)
- 7.) Adjournment

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 governmental body at the above stated meeting other than the governmental body specifically referred to above in this notice. Please note that, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact City of Plymouth ADA Coordinator Leah Federwisch, located in the Plymouth Utilities office at 900 County Road PP, Plymouth, WI or call 920-893-3853

City of Plymouth Plan Commission

UNOFFICIAL MINUTES

Mayor Pohlman called the meeting to order at 6:00 PM on September 4, 2025. The following members were present: Jane Meyer, Ron Nicolaus, John Wyatt, Angie Matzdorf, and Justin Schmitz. Also present: City Administrator/Utilities Manager Tim Blakeslee, Assistant City Administrator/Community Development Director Jack Johnston, Fire Chief Ryan Pafford

1.) Call to Order & Roll Call

Mayor Pohlman called the meeting to order at 6:00 pm. The meeting began with a roll call of the Plan Commission. Mayor Pohlman welcomed Angie Matzdorf to the Plan Commission as new Council Representative after the retirement of Alderman Greg Hildebrand.

2.) Approval of Minutes from August 7, 2025:

Motion was made by Nicolaus/Schmitz to approve the minutes. Upon the call of the roll, all voted aye. Motion carried.

3.) Site Plan Seeking Approval; 615 E. Main St, Jonathon & Samantha Puetz, for the construction of a 432 square foot detached garage. Puetz (enclosure)

Jon Puetz has submitted an application to construct a 14' by 22' storage garage on the southwest corner of 615 East Main Street. The project also calls for an overhang to be 12" off the west property line and 48" off south property line to avoid underground power utilities. B-2 zoning does not have setbacks, so the placement of the garage is conforming. The property is used as a single-family home. The Plan Commission does not typically review additions or new constructions for residential properties, but as the property's base zoning is B-2 general business (housing is a permitted use), a site plan review is required by City code.

Mr. Puetz was in attendance for any questions by the Plan Commission. Mayor Pohlman asked staff if there were any concerns, to which they replied there were not.

Motion was made by Nicolaus/Schmitz to approve the site plan for 615 E. Main St. for the construction of a 432 square foot garage as presented. Upon the call of the roll, all voted aye. Motion carried.

4.) Site Plan Seeking Approval; 3950 CTH PP, JJ Coolers LLC, for additional parking lot space and installation of a gravel trailer parking area. Keller, Inc. (enclosure)

Doug Schwalbe, Keller Inc., on behalf of JJ Coolers, LLC located at 3950 CTH PP in the City of Plymouth has submitted a site plan review application to increase employee and semi-trailer parking at their warehouse facility on the City's far east side. Parking lot alterations such as this require site plan review and approval by the Plan Commission per Sec. 13-1-173 of the Plymouth Municipal Code.

Longstanding Plan Commissioners may remember JJ Coolers seeking and receiving site plan approval for a warehouse expansion in late 2019 that included much of the same as what they are proposing now. That building expansion portion of the project has been put on hold, but they would like to move forward with the increase in parking. The other key change from the 2019 site plan is in regards to the semi-trailer parking. The 2019 plan showed heavy-duty asphalt while the current plan shows gravel parking in this location.

Doug Schwalbe and Marilyne Lauersdorf were present to answer any questions, explaining much of this project was already approved with the change from asphalt to gravel semi parking.

Commissioner Nicolaus asked if the existing fire hydrant would still have acceptable access. Chief Pafford responded he had no concerns and the owners also verified it will have adequate access if the need to be used ever came up.

Motion was made by Nicolaus/Schmitz to approve the site plan for 3950 CTH PP, JJ Coolers LLC, for additional parking lot space and installation of a gravel trailer parking area as presented. Upon the call of the roll, all voted aye. Motion carried.

5.) Site Plan Seeking Approval; Parcel number 59271822750 (southeast corner of STH 57 and CTH PP), Sargento Cheese Inc, regarding minor revisions to previously approved site plans for new ~384,000 square foot industrial facility in the H-I Heavy Industrial zoning district.

Sargento has requested consideration of a very minor revision to their site plan after reevaluating the vehicle circulation of the site. Their engineers have determined that they need to reverse the truck and personnel entry drives off of CTH PP. These drives will not move from their original location on CTH PP, they will just be designated differently to accommodate their respective traffic. There are also minor revisions within the site including relocating the pump house, as well as changing the access drive location for emergency vehicles between the truck driveway and the regular parking lot.

Motion was made by Nicolaus/Schmitz to approve the site plan revisions for the Sargento property as proposed. Upon the call of the roll, all voted aye with Commissioner Schellin abstaining. Motion carried.

6.) Traffic Impact Analysis Review and Approval; For the new Sargento facility on the corner of STH 57 & CTH PP. Review and approval of TIA by Plan Commission required as part of contingent approval of site plan received at July 10, 2025 Plan Commission meeting.

This item continues from item #5. At the July 10, 2025 Plan Commission meeting, Sargento received contingent approval for their new ~384,000 square foot facility to be located on the corner of STH 57 and CTH PP in the City of Plymouth. One of those contingencies was a traffic impact analysis (TIA) being completed and reviewed by City staff and approved by the Plan Commission at a future meeting.

The TIA has been completed by Traffic Analysis & Design, Inc (TADI) out of Cedarburg, Wisconsin and furnished to the City. Staff has since worked with the Kapur to conduct an independent third-party review of the TIA to ensure its completeness and accuracy. Kapur's findings were that the TIA meets industry standard and is acceptable.

Troy Woodard from Gray AES was present online to answer any questions of the Sargento team. Aaron Groh from Kapur was also present who conducted the review of the TIA for the City. Mr. Groh's comments summarized that a dedicated right turn lane on eastbound CTH PP for the east driveway is warranted. A left turn lane for westbound traffic is not warranted as the volumes were not high enough. He also noted that storage length for the westbound right turn from CTH PP to STH 57 is 10' short of the expected maximum queue with 2025 existing traffic and is expected to increase to 30' short 2036 with build traffic, however this was a minor concern.

The Commission thanked Kapur and Gray for their work on this report. Discussion ensued on future upgrades to CTH PP possibly needed in the future. The mayor spoke on the need to have County and State buy-in as the City does not control STH 57 or CTH PP.

Motion made by Wyatt/Nicolaus to accept the findings of the TIA as presented and reviewed by Kapur. Upon the call of the roll, all voted aye with Commissioner Schellin abstaining. Motion carried.

7.) Concept Plan Seeking Feedback; Parcel Number 59271829210, located on Section 33 along State Highway 67 on the southwest side of the City of Plymouth, regarding a concept plan for a single-family residential subdivision plat and multi-family residential project. Neumann Developments, Inc. (enclosure)

Neumann Development, Inc. is coming before the Plan Commission to seek general feedback on concept plan for a subdivision project located on the State Highway 67 curve just south of the Greystone subdivision on a ~67-acre vacant parcel currently owned by the Plymouth Industrial Development Corporation (PIDC). This is a concept plan only and not a formal application. The concept plan shows 119 single family lots along with 60 multi-family residential units on the southern end of the site. Neumann would serve as developer for the single-family portion of the project while Premier Real Estate (PRE/3) would serve as developer for the multi-family portion of the project. The concept plan also shows a new park to be located within the development to be used by area residents. The development would be serviced by roads connecting to both STH 67 and the Greystone subdivision to the north.

Bryan Lindgren and Ryan Fritsch of Neumann Developments were in attendance and presented their concept plan to the Commission, noting that Neumann would serve as the master developer and install the single-family housing, and PRE/3 would serve as the developer for the multi-family portion of the project. Mr. Lindgren also said Neumann was in early discussions with TADI to conduct a traffic impact analysis (TIA) to ensure the existing roadways along STH 67 and CTH PP could support this development without an adverse impact to traffic flow.

Commissioner Schellin asked if Neumann had replicated this product in other communities. Mr. Lindgren said that each site demands a slightly different layout, but the general concept had been completed by Neumann in other communities in southeastern Wisconsin such as Saukville, Grafton, Waterford, Beaver Dam, etc. They have also worked with PRE/3 before for the multi-family portion of the project and have had good success working with them. Commissioner Schellin asked what the expected build out would be. Mr. Lindgren expected that once the infrastructure was in, they would expect to build about 20 homes per year with a 5-6 year build out.

Commissioner Meyer asked about home prices as well as the contrast the developer would expect in appearance from the Greystone and South Hills subdivision to the north. Mr. Lindgren explained the home prices would likely fall in the high \$300k's to mid \$400k's. In terms of appearance, Mr. Lindgren explained Neumann takes great pride in their developments and has a menu of customizable home options for buyers as well as spec homes, which are included in the packet materials. Assistant City Administrator Johnston commented that while the proposed lot size and setbacks are slightly more-dense than what Greystone and South Hills are, the average pedestrian would likely not be able to tell a difference from one development to the other once everything is built out and the landscaping matures.

Staff also asked the Plan Commission to discuss the proposed public park with the developer. The Plan Commission was pleased with the proposed park, but did ask for some small off-street parking to be provided as the concept develops. Discussion included what amenities would be included in the park. Staff explained this would be discussed as this project continues to evolve.

The Plan Commission was generally in favor of the development as proposed and directed the applicant to work with staff.

8.) Fee Schedule Update: Staff seeking recommendation to update the Zoning Fee Schedule last updated in 2020

The Zoning Fee Schedule was last updated in 2020 and needs to be updated after the City passed a new zoning ordinance regarding additions to existing non-conforming structures and substandard lots. The proposed fee would be used to cover the cost of publication of notices in the newspaper and to neighbors within the vicinity of any future applications.

It also includes updated language that concept fee application does not carry a charge as well puts a cost of \$250 for "Plan Commission Determination of Use" as stipulated in Sec. 13-1-111 in the Plymouth Municipal Code. Further, some language in the fee schedule is proposed to be updated to reflect existing ordinance language that allows the City to bill back the cost of professional consultant time related to applications in order to avoid confusion and make that clear going forward. Finally, staff has proposed removing the fee for "temporary signs" and temporary and final occupancy permits as those are permitted by the Building Inspection Department. "Temporary signs" and banners are regulated differently in the code. Temporary signs refer to signs typically posted in one's yard like a campaign sign or "For Sale" sign.

Motion made by Wyatt/Nicolaus to recommend to the Common Council that the fee schedule be updated as presented. Upon the call of the roll, all voted aye. Motion carried.

9.) Communication – Letters, E-mails, or reports Related to the Plan Commission (Chairman, Secretary, Plan Commission Members, City of Plymouth Staff/Alderspersons)

Assistant City Administrator Johnston noted that an October Plan Commission meeting will happen, but it will likely be a light meeting schedule.

10.) Adjournment

Motion was made by Nicolaus/Wyatt to adjourn the meeting. A unanimous aye vote was cast. Motion carried.

City of Plymouth
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Facsimile: (920) 893-0183
Web Site: plymouthgov.com

DATE: September 19, 2025

TO: Plan Commission

FROM: Jack Johnston, Assistant City Administrator/Community Development Director

RE: Election of Vice-Chairman of Plan Commission as Required by PMC 2-4-5(e)

Background:

City Code anoints the mayor as the Plan Commission presiding officer (chairman). However, it requires the appointment of a vice-chairman annually to begin serving after May 1st to serve a one-year term. The vice-chairman would serve as chairman in the absence of the mayor for Plan Commission meetings. The vice-chairman would not have any other duties or powers outside of a regular Plan Commission member. Former Alderman Greg Hildebrand had previously served as Plan Commission Vice Chairman. With his resignation from the Council and Plan Commission, the Plan Commission Vice Chairman position is now open.

Staff Recommendation:

Staff recommends the Plan Commission appoint a Vice-Chairman to serve until May 1, 2026.



DATE: September 23, 2025

TO: Plan Commission

FROM: Jack Johnston, Assistant City Administrator/Community Development Director

RE: **Condo Plat Seeking Approval:** 2615 Eastern Avenue, Plymouth Retail Partners, LLC, for the approval of a condo plat as outlined in PMC 14-1-22 through the preliminary plat process. Klein (enclosure)

Background:

Plymouth Retail Partners, LLC, owners of 2615 Eastern Avenue, which houses the multi-tenant retail building including the Pick 'n Save grocery store, as well as the former Kmart store, has submitted a "condominium plat" that would essentially divide the building into 3 distinct units that could be bought and sold. The parking lot area would then remain under common ownership of the three unit owners for upkeep and maintenance. The current configuration of the ~17.12 acre lot restricts the current owners from selling off a portion of the existing buildings and only allows leases or tenants to move into any of the spaces. A sale of the property as it exists now would result in the buyer purchasing the entire property and all buildings on it.

Comprehensive Plan/Zoning:

The property as it exists now has B-3 Business Highway District zoning and is designated on the Future Land Use Map on the Comprehensive Plan to stay as commercial into the future.

If this condo plat is approved, the future owners themselves could hypothetically seek a rezone into a different zoning district. However, the power to rezone property lies wholly with the City. Typically, a proposal like this could be viewed as "split-zoning" which the City discourages. As such, the City would likely require any future rezoning petitions to encompass the entire property as it exists now.

Condo Plat Process:

City Code section 14-1-22 dictates that the preliminary plat approval is the only stage of approval required for a condominium development. As such, only Plan Commission review is required for this application to be approved by the City.

Additionally, this application is somewhat unique as the site is already developed and built out. As such, code requirements on items such as land suitability and construction practices are not applicable as the site already exists.

Staff Recommendation:

The proposal meets code requirements and the City's comprehensive plan. As such, staff recommends the Plan Commission approve the condo plat as presented.

Copies Mailed/Emailed To:

- I. Matthew Klein: matt@amkprop.com

Attachments:

- I. Applicant Materials

DECLARATION OF CONDOMINIUM
FOR
PLYMOUTH COMMONS CONDOMINIUM

THIS DECLARATION is made and entered into pursuant to the provisions of Chapter 703 of the *Wisconsin Statutes*, commonly known as the Condominium Ownership Act, by Plymouth Retail Partners LLC, a Wisconsin limited liability company, hereinafter referred to as the "Declarant".

Article I: Definitions

1.01. "Act" shall mean the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the *Wisconsin Statutes*, now in effect and as it may be hereafter amended, renumbered or renamed.

1.02. "Association" shall mean all of the unit owners acting as a group in accordance with the Act, this Declaration, the Articles and the Bylaws, and which shall be administered and operated by a Board of Directors.

1.03. "Articles" shall mean the Articles of the Association, whether incorporated or not.

1.04. "Board" shall mean the Board of Directors of the Association.

1.05. "Bylaws" shall mean the Bylaws of the Association.

1.06. "Common Areas", "Common Areas and Facilities", and "Common Elements" shall all mean the entirety of all lands, structures and improvements of whatever kind or nature (excluding the units and the real estate surrounding the units as owned by the Declarant) which are located on, comprise a part of, or are appurtenant to the property subject to this Declaration. All the common elements shall be owned by all the unit owners as tenants in common under the Act, with each unit initially having an interest therein, and shall include all limited common elements (also see Article XII with respect to expansion and change of percentage interests).

1.07. "Condominium Documents" shall mean this Declaration, the Articles, the Bylaws and any Rules and Regulations adopted by the Board from time to time, as any of the foregoing may be amended from time to time.

1.08. "Declaration" shall mean this Declaration of Condominium, as amended from time to time, together with any and all supplementary declarations or amendments which may be recorded.

1.09. "Declarant" shall mean Plymouth Retail Partners LLC, a Wisconsin limited liability company.

1.10. "Improvements" shall mean all buildings and their associated fixtures, roads, driveways, parking areas, fences, plants, lawns, landscaping, structures, and other facilities or items of any kind located on the property (excluding the units).

1.11. "Limited Common Elements" shall be those common elements assigned to each unit which are reserved for the exclusive use of the unit and the occupants of the unit.

1.12. "Owner" or "Unit Owner" shall mean the fee simple owner(s) or owner of a vendee's interest under a land contract.

1.13. "Joint Owner" shall mean an owner of record of any partial or shared legal ownership interest in a unit, regardless of whether held jointly, in common, or in some other form of tenancy or estate, together with all personal representatives, successors and assigns.

1.14. "Manager" shall mean any professional managing agent, whether an individual, firm or corporation, who may be appointed by Declarant or retained by the Association to manage the common elements and the operation of the Association.

1.15. "Percentage of ownership interest" shall mean and include an undivided interest in all common and limited common elements: Unit 1, a 23.87% interest; Unit 2, a 21.98% interest; Unit 3, a 54.15% interest. The percentage of ownership is based upon the fact that at the present time, there are improvements on the subject real property, totaling 164,528 square feet. Unit 1 occupies 23.87%, Unit 2, 21.98%, and Unit 3, 54.15%.

1.16. "Property" shall mean the units, the real estate described in Section 2.03 and all improvements thereon, and all water, mineral, air and other rights, title, easements and interests appurtenant to the real estate.

1.17. "Rules and Regulations" shall mean those rules and regulations as may be adopted by the Board from time to time in accordance with this Declaration and the Bylaws.

1.18. "Section" means a section of this Declaration (e.g. 1.18) and includes and refers to all subsections, paragraphs and subparagraphs, unless a particular subsection, paragraph or subparagraph is specified.

1.19. "Unit" shall mean a part of the property subject to this Declaration intended for independent use and enjoyment as a separate commercial unit, having the following boundaries:

1.19.1. "Upper boundaries" shall be the plane of the upper surfaces of the chords of the roof trusses or of the ceiling joists, such that all roofing, drywall, ceiling tile and other ceiling materials shall constitute a part of the unit;

1.19.2. "Lower boundaries" shall be the plane of the lower surfaces of the concrete floor, including "basement" areas if provided or later built by any unit

owner, or other structural supports for subflooring or other flooring materials shall constitute a part of the unit;

1.19.3. "Vertical boundaries" shall be the plane of the exterior surfaces of the walls or blocks of exterior walls of the unit, including any attachments to buildings that now exist, and the plane of the outside faces of doors and windows for the unit such that all drywall, paneling and wall coverings and all doors, door casements, exterior door framing, windows and window glass shall constitute a part of the unit.

1.20. "may" means something which is permissible or can be done without any obligation that it be done (whether expressed or implied), and "shall" means something which must be done.

Article II: Statement of Declaration

2.01. Purpose. The purpose of this Declaration is to submit the property to the condominium form of use and ownership as provided under the Condominium Ownership Act of the State of Wisconsin and this Declaration.

2.02. Declaration. The Declarant hereby declares that Plymouth Retail Partners LLC is the owner of the fee simple title to the property which is hereby submitted to the condominium form of use and ownership pursuant to the Act, this Declaration and the other condominium documents.

2.02.1. The property and all parts thereof shall be held, conveyed, transferred, encumbered, leased, assigned, improved, occupied and used subject to the terms, conditions and provisions of this Declaration, the other condominium documents, and the Act (to the extent not contrary to the condominium documents), all of which shall be deemed to be covenants running with the land, and shall bind the Declarant and all parties now or hereafter having any legal or equitable interest in the property or any portions thereof, whether as owners, joint owners, lessees, users, mortgages, encumbrancers or otherwise.

2.03. Legal Description of Property. The address of the property is commonly known as 2615, 2617, 2619, 2621, 2623, 2627, 2629, 2631, 2633, 2635 and 2643 Eastern Avenue, Plymouth, Wisconsin. The Parcel Number is 59271820985. The property which is hereby submitted to the Act and this Declaration is certain real estate located in the City of Plymouth, County of Sheboygan, and legally described as set forth on **Exhibit "A"** attached hereto and incorporated herein by reference as though set forth in full which shall include any and all structures on the property.

2.04. Name. The property, including all units and improvements, shall be known as "Plymouth Commons Condominiums".

Article III: Description of Buildings and Units

- 3.01. *Description of Buildings.* There are presently three (3) 1-plus story buildings constructed on the real estate which together contain square footage totaling approximately 164,528 square feet of building area, Unit 1 comprising 23.87% of the total occupied space; Unit 2 comprising 21.98% of the total occupied space; and Unit 3 comprising 54.15% of the total occupied space, all of which are commercial units. There are parking areas and drives surrounding the buildings. The buildings have been constructed principally of steel, concrete block, wood and poured concrete. The location of the buildings and respective units is set forth on the plat attached hereto as **Exhibit "B"**.
- 3.02. *Designation, Location and Layout of Units.* The unit number of each unit and its location, plan and approximate area are set forth in the attached **Exhibit "B"**, which also sets forth those areas designated as common or limited common areas.
- 3.03. *Unit Facilities.* The following items, areas and facilities (hereafter referred to as "facilities of a unit") shall not be considered common elements, but shall be considered a part of the unit owned by the unit owner to the extent that such items, areas or facilities are within or without the exterior boundaries of the unit or are used by or service that unit alone: (a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such as sewer, electrical power, gas, water, heat and air-conditioning; and (b) all other apparatus, equipment, fixtures and materials used in conjunction with, or servicing, such unit alone. Each unit is served by an individual heating and air-conditioning unit which shall be considered one of the facilities of the unit to be maintained and repaired by the unit owner. Each unit owner shall be responsible for all costs of heating and/or air-conditioning his, her or their unit. Each unit shall have a separately metered gas and electrical service, and water/sewer charges shall be prorated proportionate to their percentages as set forth in 3.01.
- 3.04. *Use.*
- 3.04.1. Each unit shall be used by the unit owner and any other occupants solely for conducting a business as allowed by local zoning or municipal laws. No unit may be used at any time for residential purposes, whether temporary or permanent. Any unit may be totally or partially leased to tenants or sub-tenants at the discretion of the unit owner, subject always to this Declaration.
- 3.04.2. Use of each unit shall also be subject to the Act, the other provisions of this Declaration, and the Bylaws and all Rules or Regulations as may be adopted by the Board from time to time.

3.04.3. The City of Plymouth, Wisconsin Zoning Code shall also govern the use of each unit. The only business and commercial activity allowed in each unit shall be those uses designated as "permitted use" by said Code.

3.04.4. An occupancy permit and/or use approval from the City of Plymouth, Wisconsin shall always be required for each unit.

3.05. Unit Maintenance and Insurance.

3.05.1. Each unit, and all its facilities, and other fixtures, appliances and equipment located within or without as a part of such unit, shall at all times be maintained and repaired by the unit owner, at such unit owner's expense. This includes all alterations to said unit.

3.05.2. Upon the failure of any unit owner, after reasonable notice, to perform any maintenance or repairs to a unit or its facilities which the Board may determine necessary or advisable for protection of common elements, for aesthetic reasons, or for protection of the other units, the Association may (at its option) perform the same and may make special assessments against the unit and the unit owner for the cost thereof, either before or after such maintenance or repairs are performed. There shall be a perpetual easement for the Association and its officers, directors, employees, agents, servants and independent contractors to enter the unit at all reasonable time upon advance notice to the unit owner (and in emergencies without notice) to perform such maintenance or repairs to the interior or exterior which the Board determines necessary or reasonable and which it elects to perform.

3.05.3. Each unit owner shall maintain insurance in an amount equal to the then current replacement cost. At the time of any loss, as to all damages to the interior and exterior of its respective unit, all insurance proceeds shall be exclusively used to repair or replace said unit. An exact copy of the insurance policy of each unit shall be delivered to the Association, along with any amendments. The loss payable clause shall include the Association. The Association shall have no rights to the proceeds other than to see that they are applied to the costs of repair or reconstruction of both the exterior and interior portions. If the insurance is inadequate to cover all damages, the exterior portions shall be repaired and paid before any amounts are used for interior repairs or replacements.

Article IV: Ownership of Units

4.01. Exclusive Ownership of Units. Each unit owner shall be entitled to the exclusive use, ownership and possession of his, her or their unit, subject to the limitations, restrictions and other provisions of the Act, this Declaration, and the other condominium documents.

4.02. Percentage of Ownership Interest.

4.02.1. Unit 1 shall own a 23.87% interest; Unit 2 a 21.98% interest; Unit 3 a 54.15% interest.

4.02.2. A unit owner's ownership interest in all common elements, condemnation awards and other assets and liabilities of the Association may not be modified unless and until Units 4 or 5 have improvements constructed upon them. In that event, the percentage of ownership interests shall be modified to reflect said new improvements. Exterior dimensions to all of the other improved units to establish each unit owner's percentage of ownership.

4.03. Easements for Access. Each unit owner and all tenant's guests or other occupants of a unit shall have the following non-exclusive rights and easements which shall be appurtenant to and shall pass with title to every unit and may be exercised in accordance with the Act, this Declaration and the other condominium documents: a right of ingress and egress over and across driveways, walks and other property necessary for pedestrian access to the unit and to all limited common elements reserved for that unit; and a right of ingress and egress over and across driveways and parking areas necessary for vehicular access to the unit and parking stalls.

4.04. No Partition of Units. If any unit shall be owned by two or more joint owners, nothing contained in this Declaration shall prohibit a judicial partition of such unit as between such joint owners so long as such partition does not involve a physical partition, separation or division of the unit in to two or more units.

Article V: Common and Limited Elements

5.01. Use of Common and Limited Elements.

5.01.1. Each unit owner and his, her or their tenants, shall have a non-exclusive right and easement to use and enjoy all common elements (other than limited common elements reserved for the exclusive use of any other unit), all subject to the Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Board from time to time.

5.01.2. Except for damages covered by insurance maintained by the Association, each unit owner shall be responsible and liable to the Association for any damage (except ordinary wear and tear) to the common elements caused by or at the direction of such unit owner or any tenant, guest or occupant of the unit or caused by improvements or repairs to, or by a lack of maintenance of, the unit or the limited common elements appurtenant to the unit.

5.01.3. There shall be no obstruction of any common elements other than for temporary parking of motor vehicles as necessary for repairs to the property

or for excavation or construction of improvements to the common areas, nor shall anything be kept or stored in or upon any part of the common or limited common elements (other than as otherwise expressly authorized under this Declaration or the other condominium documents) without the prior written consent of the Board. This section is not intended to deny the usage of common areas by guests, customers, etc. for the purposes of ingress and egress to any of the units.

5.01.4. Nothing shall be removed from nor erected, emplaced, altered or constructed in or about the common or limited common elements without the Board's prior written consent, unless specifically authorized under the condominium documents. Said consent will not be unreasonably withheld.

5.01.5. Limited common elements are as set forth on **Exhibit "B"**, as attached and incorporated herein by reference as though set forth in full.

5.02. Construction or Improvements, Maintenance and Repairs.

5.02.1. The Association shall be responsible for maintenance and repair of all existing common area improvements and for construction, maintenance and repair of all other improvements which the Association may wish to install, except as otherwise provided in any of the condominium documents. All such costs and expenses for maintenance or repair of any improvements or for construction or installation of any improvements (other than for construction of existing improvements) shall be considered common expenses to be shared pro-rata by the owners of all units that have buildings constructed upon them. All costs and expenses for maintenance and repair of sanitary sewers, storm sewers, water lines and other utilities or services within or comprising the common elements, and available for use by more than one unit, shall also be common expenses and shall likewise be shared pro-rata (see 1.15 for percentages) by all unit owners. Declarant shall not be responsible or liable for any costs or expenses for construction or installation or improvements beyond the existing improvements reflected in the plats and floor plans. Each unit owner shall be solely responsible for repairs and/or replacements of any part of their individual units. The exterior of any units as to colors, signs, attachments, flags, banners, etc. shall be controlled by the Association.

5.02.2. No unit owner may exempt himself, herself or themselves from liability for common expenses, regardless of the form of ownership of the unit or the extent of use of the common elements by such owner or other occupants of the unit.

5.03. No Partition, Encumbrance or Transfer of Common Elements.

- 5.03.1. There shall be no partition of the common elements through judicial proceedings or otherwise without the prior written consent of all unit owners and their mortgages unless this Declaration is terminated and all property is withdrawn from the terms of any statutes applicable to condominium ownership.
- 5.03.2. Neither the Declarant nor the Association may abandon, subdivide, encumber, sell or transfer any of the common elements apart from an encumbrance, sale or transfer of a unit, without the prior written consent of all unit owners and their mortgagees, except for easements or right-of-ways which may be granted under Subsection 10.03(C) and lien rights as may be granted or as may arise against the percentage of ownership interest in common elements appurtenant to a unit. Declarant, however, reserves the rights to construct improvements on additional units in the future, at which time these areas will no longer be used for common areas.

Article VI: Limited Common Elements

6.01. Designation of Limited Common Elements.

- 6.01.1. The limited common elements appurtenant to each respective unit, which are to be assigned to the unit in the deed from one or more Declarant and will thereby be reserved for the exclusive use of the unit owner, shall consist of the specified (by Declarant and uniform for all units) area of the exterior fascia of each unit as shown on the plans, elevation drawings and specifications attached as Exhibit "B", and those areas as set forth on the attached drawings designated as limited common areas.

6.02. Use of Limited Common Elements. The rights to exclusive use and enjoyment of the limited common elements appurtenant to a unit shall not be subject to transfer or conveyance apart from a transfer or conveyance of the unit to which they are appurtenant. Such rights to use and enjoy all limited common elements then appurtenant to a unit shall automatically pass with the transfer or conveyance of title to the unit.

Article VII: Damage or Destruction

7.01. Unit Damage. This section shall apply in the event of any damage or destruction to all or part of any unit from one or more occurrences.

- 7.01.1. The owner(s) of a unit shall be solely responsible for all interior and exterior repairs, reconstruction and rebuilding of such unit and all its facilities and contents in the event of any damage of any kind resulting from any cause(s) whatsoever, except that this provision shall not preclude or otherwise affect the unit owner's right to recover any such costs and expenses from any person(s) responsible for such loss (see Section 3.05(C)). The Association

shall be responsible and shall reimburse the unit owner for the cost of repairs or replacements required by reason of physical damage to a unit or its contents if (and only if) such damage is caused by the clogging, breakage, lack of repair or defective or damaged condition of any common elements or by any insured fire or other casualty or occurrence for which the Association has insurance coverage, but only to the extent of such coverage.

- 7.01.2. Any unit damaged by fire or other casualty or occurrence of any kind shall be promptly repaired, reconstructed or rebuilt by the unit owner, at his, her or their expense (following completion of repairs or rebuilding by the Association of the common elements necessary therefore), if the cost of such repairs is reasonably estimated to be less than 50% of the fair-market value of the unit prior to the date of initial damage or destruction, as determined on a cost approach basis.
- 7.01.3. The proceeds of collectible insurance maintained by the Association under Section 9.04(A)(5) shall be made available for the purpose of repairing and rebuilding those damaged portions of the common areas so insured, upon submission of contractor's invoices and lien waivers for work performed, unless the owner or mortgagee of such damaged unit and the owners or mortgagees of at least two-thirds (2/3) of all other units agree in writing that such insurance proceeds need not be so applied, in which event the insurance proceeds attributable to such insured portions of a damaged unit shall be paid to the unit owner and the mortgagee as their interests may appear.
- 7.01.4. If the cost of repair, reconstruction or rebuilding of such damaged unit is reasonably estimated to be 50% or more of the unit's fair-market value prior to the date of initial damage as determined on a cost approach basis, the owner shall serve a written notice to the Board within 30 days after the completion of repairs to common elements necessary for commencement of repairs to the unit stating whether or not such unit will be repaired, reconstructed or rebuilt.
- 7.01.5. In the event a unit owner fails to promptly perform any repairs, reconstruction or rebuilding, or serves written notice of an intent not to repair, reconstruct or rebuild, or fails to serve a written notice as required under Subsection 7.01(E) within the time provided, the Association shall have the option to purchase such unit (upon the vote of a majority of the Board) for 80% of the fair-market value of the unit in its as damaged condition.
- 7.01.6. In the event the cost of repair, reconstruction or rebuilding of damage to a unit is reasonably estimated to be less than 50% of the unit's fair-market value prior to the date of such damage or destruction (determined on a cost basis), it shall be conclusively presumed that each unit owner voted and the

Association determined (on the 30th day following the completion of repairs to common elements necessary for commencement of repairs to the unit) that the unit shall be repaired, reconstructed or rebuilt by the owner. If the cost of repair, reconstruction or rebuilding of damage to a unit is reasonably estimated to be 50% or more of such fair-market value, it shall be conclusively presumed that each unit owner voted and the Association determined (on the 30th day following completion of repairs to common elements necessary for commencement of repairs to the unit) that such unit shall be repaired, reconstructed or rebuilt within 90 days thereafter to the extent such repairs would be covered by insurance proceeds available to the unit owner or the Association for such purpose and additional repairs, reconstruction and rebuilding need not be undertaken by the unit owner in absence of any obligation to do so to a first mortgagee, unless the unit owner, the holder of any first mortgage on the unit and at least two-thirds (2/3) of the owners or mortgagees on all other units determine otherwise in writing prior to such a presumed determination by the Association. However, nothing contained in this subsection shall preclude the Association from exercising its option to purchase such unit under Subsection 7.01(F) or preclude the Association or the unit owner (if the Association does not exercise such option to purchase) from thereafter repairing, reconstructing or rebuilding the unit at any time.

7.02. Damage to Common Elements. This section and any relevant provisions of the Bylaws shall apply in the event of any damage or destruction to all or part of any common or limited common elements resulting from one or more occurrences.

7.02.1. Each unit owner shall promptly repair any damage to the limited common elements appurtenant to his, her or their unit caused by such unit owner or any tenant's guest or occupant of the unit. The occurrence of any damage to any limited common elements shall constitute a vote by each unit owner and a decision by the Association on the 30th day following such damage that the same shall be repaired by the unit owner as provided above.

7.02.2. Proceeds of insurance maintained by the Association under Section 9.04 shall be used to repair, reconstruct or replace any damage to common elements to the extent available, unless all owners of units and their mortgagees (or two-thirds (2/3) of all unit owners or their mortgagees, with respect to damaged portions of other common elements) agree in writing that such repairs or replacements should not be performed, in which event such insurance proceeds shall first be used to raze and remove or to permanently seal or cover the damaged items and to preserve the functional utility and aesthetic appearance of the property.

7.02.3. The Association shall repair, reconstruct or replace any damaged portions of the common elements to substantially the same condition as existed

immediately prior to such damage if the costs of repair of such damage resulting from any single occurrence or series of occurrences are reasonably estimated to be covered by or to be less than \$50,000 above the amount of available insurance proceeds (based upon 2025 values), unless the owners of all units within a damaged building and their mortgagees (or two-thirds (2/3) of all unit owners, or their mortgagees, with respect to damaged portions of other common elements) agree in writing that such repairs should not be performed. The performance of repairs by the Association shall constitute consent by each unit owner and mortgagee that such repair should be performed, and any vote or written agreement by the unit owners or mortgagees not to have such repairs performed shall be effective only for repair work not already performed by the Association.

7.02.4. If the cost of repairs for damage to common elements is estimated to be \$50,000 or more in excess of the amount of available insurance proceeds (based upon 2025 values), such repairs shall be performed upon the vote or written agreement to do so by a majority of the owners of units or their mortgagees.

7.03. Waiver of Partition; Vote for Repairs. By acceptance of a deed or other transfer or acquisition of any legal or equitable interest in the property or in any unit, each unit owner, joint owner, mortgagee and other transferee:

7.03.1. irrevocably waives all rights and agrees not to prosecute any claim for partition of the property or any part thereof (including any unit) as may otherwise be available under the Act or under Section 842.02, *Wis. Stats.* (as the same may be amended), or under any other laws of the State of Wisconsin, unless prior written consent to partition is obtained from each unit owner and their mortgagees;

7.03.2. agrees that (regardless of any other provisions of this Declaration or the other condominium document) the completion of repairs, reconstruction or rebuilding of damage to all or part of the property in accordance with Section 7.02 shall constitute consent by each unit owner and mortgagee and a determination by the Association that such repair, reconstruction or rebuilding should be performed and further agrees that the provisions of Section 7.02 shall constitute a vote by each unit owner and a decision by the Association that repairs, reconstruction or replacement of common elements shall or shall not be performed as provided under Section 7.02;

7.03.3. agrees that in the event of damage or destruction of any part of a unit, the provisions of Section 7.01 shall constitute a vote by each unit owner and a decision by the Association that the same shall be repaired by the unit owner as required under Section 7.01, provided that such a vote and decision shall in no way obligate the Association or any unit owner (other than the owner

of the damaged unit) to perform or pay for any costs incident to repair, reconstruction, rebuilding or razing and removal of the damaged unit beyond the extent of available insurance proceeds for common areas.

7.04. *Vote for Sale of Property in the Event of Damage.* The unanimous vote of all unit owners and consent of their mortgagees shall be required for any sale of the entire property or a portion thereof or for partition of the property in the event of damage or destruction of all or part of the property and the failure of any unit owner or mortgagee to vote in favor of such a sale shall constitute a decision by the Association not to sell.

Article VIII: Conveyance of Unit

8.01. Interests Included in Conveyance.

8.01.1. No unit owner may sell, convey or transfer any legal or equitable interest in his, her or their unit without including the ownership in the common elements and in all assets and liabilities of the Association appurtenant to the unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the unit owner.

8.01.2. The Association shall not have a right of first refusal to purchase any unit offered for sale.

8.02. *Notification of Conveyance.* Within five (5) days after a sale, mortgage, transfer or conveyance (by deed, land contract or otherwise) of any legal or equitable interest in a unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the unit; (c) the purchaser's or mortgagee's name and mailing address; (d) the name and address of the designee of such purchaser, if any; and (e) any other information as may be required under the condominium documents or as may be reasonably requested by the Board.

Article IX: Expenses, Assessments, Liens and Collection

9.01. Common Expenses and Assessments Against Unit and Unit Owners.

9.01.1. The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the unit owners and their units.

9.01.2. "Special assessments" may be made by the Board against a particular unit owner and his, her or their unit for:

9.01.2.1. Costs and expenses (anticipated or incurred) for damage to common elements caused by or at the

direction of that unit owner or guests or tenants of the unit owner or other occupants of the unit;

9.01.2.2. Costs, expenses and actual attorney fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the Bylaws, or the Rules and Regulations against the unit owner or other occupant of the unit;

9.01.2.3. Costs and expenses (anticipated or incurred) for emergency repairs to the unit;

9.01.2.4. Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect of the unit;

9.01.2.5. Interest due on general and special assessments;

9.01.2.6. Forfeitures and other penalties levied by the Board for violations of the condominium documents by a unit owner or the tenants or guests of the unit owner or occupants of a unit;

9.01.2.7. All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the Bylaws.

9.01.3. "General assessments" shall be made and levied by the Board against each unit owner and his, her or their unit for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

9.01.3.1. Maintenance, security, repairs, upkeep or operation of common elements and any additional common elements acquired by the Association.

9.01.3.2. Insurance maintained by the Association on common areas. Insurance on the units will be the sole responsibility of the unit owners;

9.01.3.3. Taxes, assessments and charges of any kind made or levied by any governmental authority against

the Association or upon any property of the Association;

9.01.3.4. 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 power or obligations;

9.01.3.5. Costs and expenses for additional improvements of any kind beyond the existing improvements in the plats and floor plan that are required by local or state law;

9.01.3.6. All items subject to special assessment which have not been collected from a unit owner at the time payment of such item is due, provided that upon collection of the special assessment from that unit owner, all other unit owners shall receive an adjustment, reimbursement or other appropriate credit on future general assessments, as the Board determines appropriate, for payments made under this paragraph;

9.01.3.7. All damages, costs, expenses and attorney fees incurred in, or in anticipated of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by special assessment;

9.01.3.8. All other costs and expenses covered by the annual operating budget or declared to be common expenses under the Act, this Declaration or the Bylaws;

9.01.3.9. No statutory reserve account, pursuant to 703.163, *Wis. Stats.*, will be set up. Future expenditures for repairs and/or replacement of common elements will be funded by a special assessment (if needed) assessed against Unit 1 as to 23.87%, Unit 2 as to 21.98%, and Unit 3 as to 54.15% of any such costs.

9.01.4. The general assessments shall be levied as follows: 23.87% to Unit 1, 21.98% to Unit 2, and 54.15% to Unit 3.

9.01.5. The Association shall maintain separate books and records for general and special assessment accounts of the unit owners, as necessary, provided that all funds received by the Board from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to general or special assessment.

9.02. Payment of Assessments.

9.02.1. Each unit owner shall promptly pay, when due, all general and special assessments made by the Board against such owner and his, her or their unit, together with all costs, expenses and reasonable attorney fees incurred by the Board in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments, with or without interest). Time is of the essence with respect to all payments.

9.02.2. All joint owners of a unit shall be jointly and severally liable for all general and special assessments levied against the unit, regardless of the type of tenancy, estate or interest (whether joint tenants, tenant-in-common, or land contract purchaser(s), or otherwise).

9.03. Delinquent Assessments; Interest, Lien and Collection.

9.03.1. All general and special assessments which are not paid when due shall bear interest at 18% 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 unit and its appurtenant percentage of ownership interest; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the unit owner, by foreclosure of the lien and in any other manner or method provided under the condominium documents, the Act, or other 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 fees for collection. Notwithstanding any other provisions of this Declaration or the Act to the contrary, any first mortgagee who obtains title to a unit pursuant to rights and remedies provided in the mortgage or through foreclosure shall not be liable for any unpaid assessments, charges or interest which may accrue prior to the acquisition of title to such unit by such mortgagee and, upon acquisition of title by such mortgagee, the lien upon such unit for such unpaid assessments and charges shall be automatically released and the amount of such uncollected assessments and charges shall be considered a common expense. However, the Association may sue the "unit owner" for such common expense, and unit owner acknowledges that he, she or they remain responsible for said charges.

9.03.2. A unit owner who is delinquent in any payment due the Association shall not be entitled to vote on any matter if the Association has recorded a statement of condominium lien against the unit, nor shall any such owner serve as a Director on the Board during such time; provided, however, the delinquency by a unit owner shall not preclude or otherwise affect the exercise of voting rights by a mortgagee pursuant to an assignment or other transfer of voting rights to secure a mortgage on the unit.

9.03.3. All rights and remedies under the Act, this Declaration or the other condominium documents for collection of assessments shall be cumulative and the election of one or more not constitute a waiver of any others.

9.04. Insurance.

9.04.1. The Association shall maintain, as a common expense, the following insurance coverages:

9.04.1.1. Public liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained by a person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any common elements or from any activity of the Association, with limits of not less than \$1,000,000/person and \$2,000,000/occurrence for bodily injury or death, and not less than \$500,000/occurrence for property damage, including a waiver of subrogation rights against any member, officer or Director of the Association;

9.04.1.2. Worker's compensation insurance to the extent necessary to comply with applicable law;

9.04.1.3. Indemnity, faithful performance, fidelity and other bonds as may be required by the Board to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property; Fire and broad form extended coverage insurance in the name of the Association covering all common elements and limited common elements in the amount of the full insurable replacement value thereof, as determined by the Board from time to time, with loss payable to the Board as trustees for the unit owners and their respective mortgagees (as their interests may appear) and with a waiver by such insurer of any subrogation rights against the unit owners and the Association and their respective agents, servants and

employees acting in good faith. Such insurance shall be non-cancelable except upon 30 days advance written notice to the Board;

9.04.1.4. Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including, without limitation, comprehensive liability insurance.

9.04.2. Each unit owner shall be responsible for maintaining adequate insurance coverages for his, her or their personal property and contents of the unit, as well as the exterior and interior improvements to any unit, including partition walls, suspended ceilings, counters, floor coverings, decorating, roofs, exterior walls, common walls, and anything else which has been added to that shown on the original construction plans for the unit, including improvements to limited common areas. Said insurance coverage shall provide a waiver by such insurer of any subrogation rights against the owners and the Association and their respective agents, servants and employees acting in good faith.

9.04.3. Except as specifically provided in Sections 7.01 and 7.02 for application of proceeds of insurance maintained by the Association under this section to repair damage to any unit or common elements, no unit owner or other party shall have priority over any rights of a first mortgagee of a unit pursuant to its mortgage or mortgage note with respect to distribution of insurance proceeds for loss or damage to a unit or any common elements.

Article X: Association of Unit Owners

10.01. Association Responsibilities. The Association shall be responsible for the operation and administration of the property in accordance with the Act, this Declaration and the other condominium documents.

10.02. Membership; Voting. Each unit owner shall be a member of the Association and shall be entitled to one (1) vote. Ownership shall be the sole qualification for membership.

10.02.1. Association membership and voting rights shall be appurtenant to each unit and shall not be assigned, conveyed or transferred in any way other than to a transferee of title to the unit or to the holder of an outstanding mortgage on the unit; nor shall membership or voting rights be retained, except upon retention of title to the unit. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

10.02.2. The vote for each unit shall be cast as a whole, in person or by proxy, by the unit owner or by one of the joint owners or their designee who may be appointed in accordance with the provisions of the Bylaws. Fractional votes will not be allowed.

- 10.02.3. In no event shall a unit owner be entitled to cast the vote appurtenant to a unit against which any general or special assessment is then delinquent.

10.03. Powers of the Association. The Association shall have the following powers, in addition to any others which may be authorized or required under the Act, this Declaration or the other condominium documents:

- 10.03.1. To levy and enforce payment of general and special assessments against a unit owner and his, her or their unit;
- 10.03.2. To enforce the Act, this Declaration and the other condominium documents;
- 10.03.3. To grant or otherwise convey easements or right-of-ways in, over and under common elements for the construction, operation or maintenance of: overhead or underground lines, cables, wires, conduits or other devices for electricity, lighting, heat, power, telephone, television, security and similar services; public sewers (storm and sanitary), water systems, sprinkling systems, and water or gas service lines and pipes; and other similar public or quasi-public improvements or facilities;
- 10.03.4. To purchase, sell and convey units incident to foreclosure of a lien for assessments;
- 10.03.5. To enter and execute contracts, deeds, mortgages and all other documents and instruments for Association purposes on behalf of all members;
- 10.03.6. To incur indebtedness on behalf of all Association members for Association purposes, and to execute promissory notes, checks, drafts and other instruments, and give such security as may be required therefore; provided that the liability of any given member shall be limited to his, her or their percentage of ownership interest;
- 10.03.7. To commence, prosecute, defend or otherwise be a party to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of the Act, this Declaration or the other condominium documents or the exercise of any powers, duties or obligations of the Association;
- 10.03.8. To employ the services of any person, firm or corporation to manage the Association, levy and collect assessments, and to manage, inspect, maintain, operate, improve, repair, rebuild, reconstruct, replace or remove any common elements (provided, however, that any agreement for professional management of the Association by the Declarant or any other contract for services of Declarant or any person affiliated with Declarant

shall provide for termination by either party without cause and without termination fee or penalty upon 90 days prior written notice and may not exceed three (3) years;

10.03.9. To acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation, use, maintenance or enjoyment of the common elements or for the operation of the Association;

10.03.10. To construct improvements to the common elements, except that any construction with an estimated cost of \$5,000 or more (based on 2025 values) must first be approved by a majority of the unit owners, in writing or by vote, at a meeting called for such purpose;

10.03.11. To adopt (by majority vote of the Board) Rules and Regulations consistent with this Declaration and the Bylaws for the management, operation, use and enjoyment of the common and limited common elements and for the use of the units, which may include forfeitures, fines or penalties to be assessed for violations thereof in accordance with such procedures as the Board may specify; and

10.03.12. To exercise all other necessary or incidental powers to administer the property.

10.04. Board; Exercise of Association Powers. The Board shall exercise and perform all powers, duties and obligations of the Association specified in the Act, this Declaration or the Bylaws and not otherwise expressly requiring the prior vote or written consent of the Association members.

10.05. Personal Liability. No Director or officer of the Association shall be personally liable to any unit owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such officer or Director acting in such capacity; provided such person acted in good faith, without willful or intentional misconduct.

10.06. Unit Owner's Lack of Authority to Bind Association. No unit owner (other than officers and members of the Board) shall have any authority to act for the Association or the other unit owners, as agent or otherwise, nor shall a unit owner (in such capacity as a unit owner) have any authority to bind the Association or the other unit owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

10.07. Execution of Documents. All contracts, deeds, notes and other instruments and documents of any kind shall be executed on behalf of the Association by the President (or any Vice President) and the Secretary or Treasurer and, when so executed, shall be deemed to be the act of, and shall be binding upon, the Association for all purposes, regardless of whether specifically

authorized by resolution or other direction of the Board; provided the other party to such instrument or document does not procure the same by fraud or misrepresentation or with actual knowledge that such officers are not duly authorized to execute the same.

Article XI: Miscellaneous.

11.01.

Amendments to Declaration.

11.01.1. This Declaration may be amended at a meeting duly called for such purpose by an affirmative vote of two-thirds (2/3) of the voting owners, pursuant to 703.093, *Wis. Stats.* (2003); provided, however, that any amendment to change or otherwise alter the percentage of ownership interest of any unit owner shall require unanimous consent of all unit owners and their mortgagees.

11.01.2. Copies of each amendment shall be certified by the President and Secretary of the Association or such other officers as the Board may designate and shall not become effective until duly recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, together with a certified copy of a resolution of the Board authorizing officers other than the President and Secretary to certify such amendment, if not certified by the President and Secretary. 703.093, *Wis. Stat.* Procedures shall be followed to amend the Declaration.

11.02. Service of Process and Resident Agent. Service of process upon the Association for all matters provided for in the Act or in this Declaration shall be made upon _____ until such time as the Association shall designate a successor to receive service of process by filing a copy of same with the Wisconsin Department of Financial Institutions.

11.03. Unit Owner Liability: Real Party in Interest.

11.03.1. The owner of a unit shall be liable to third parties initially up to: Unit 1, 23.87%; Unit 2, 21.98%; and Unit 3, 54.15% of all costs, damages, debts, obligations and other liabilities of the Association. By acceptance of a deed or other conveyance or transfer of any legal or equitable interest in a unit, the owner, joint owner and all other transferees consent to personal liability up to the percentage amounts as set forth in this paragraph of any judgment entered against the Association without being made a party of the action in which such judgment is obtained; provided such liability shall be limited as provided under subsections 11.03(A) and (B).

11.03.2. A unit owner shall not be liable (directly or indirectly) to any person, firm, corporation or organization for any debt or other obligation of the

Association or of the other unit owners beyond such owner's ownership interest in the assets and liabilities of the Association. A unit owner shall not be liable for any personal injuries or damages arising out of any temporary or permanent condition or defect of any common elements beyond such owner's ownership interest in the assets and liabilities of the Association unless said injuries or damages are caused by that specific unit owner(s). A unit owner shall also not be liable for other damages or liabilities of any kind arising out of the operation or management of the Association beyond his, her or their equal ownership interest in the assets and liabilities of the Association.

11.03.3. The Association shall represent and defend the unit owners and shall be the real party in interest to represent and defend or prosecute any claim on behalf of or against all the unit owners in any suit, action or other proceeding: (1) for enforcement of any debt or other contractual obligation to or from the Association or all the unit owners; or (2) involving personal injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any common elements; or (3) for damages of any kind arising out of the operation or management of the Association; or (4) for enforcement of the Act, this Declaration or the other condominium documents.

11.03.4. The Association shall indemnify and hold each unit owner harmless for all liabilities, costs, expenses and damages which are determined to be enforceable obligations of the Association; provided that such unit owner shall be liable to the Association for his, her or their share of such common expenses, i.e. Unit 1, 23.87%; Unit 2, 21.98%; and Unit 3, 54.15%.

11.04. Signs.

11.04.1. No unit owner shall erect any temporary or permanent sign, banner, flag or other similar item of any kind upon the unit, or upon the interior of any window visible to the public, or upon any common or limited common elements, except with the prior written consent of the Board or as specifically authorized under this Declaration or the other condominium documents. Said consent shall not be unreasonably withheld.

11.04.2. No unit owner shall permit any sign of any kind to be placed in or about the unit or any common elements so as to be visible from outside the unit indicating the availability of the unit "for rent" or "for sale".

11.04.3. Any sign, banner, window treatment or other items erected in violation of this section may be removed by the Association, its agents or employees without prior notice to or consent from the unit owner; and each

unit owner grants an easement to the Association to enter his, her or their unit to effect such removal.

11.04.4. The Association and any member, employee or agent of the Association shall not be liable to any unit owner for any damages occasioned by an act, omission, error or negligence involved in the removal of any sign, banner or other items maintained in violation of this section; provided such person acted in good faith, without willful or intentional misconduct.

11.04.5. The Association shall maintain a sign at the entrance off of _____. The size, shape, illumination and items placed on said sign shall be controlled by the Association.

11.05. Plants and Insects. No unit owner shall permit any thing or condition to exist in or upon any portion of the unit which may induce, breed or harbor infectious plant diseases, insects or rodents.

11.06. Prohibited Activity: Quiet Enjoyment of Property. No use or activity shall be permitted within any unit or common or limited common elements which constitutes a visual, audio or physical annoyance or nuisance to any other unit owners or which otherwise interferes with the privacy and quiet enjoyment of other unit owners or their tenants or which would violate any health or safety statutes, codes, ordinances or other applicable laws, rules or regulations, including the use of or storage of any products, chemicals, etc. that may violate any insurance policy held by a unit owner or the Association.

11.07. Excavations. No excavations, drilling or digging shall be performed in or upon any common elements without the prior written consent of the Board, except as necessary for the construction, repair or rebuilding of a unit or common elements; provided that in such cases of authorized excavation, drilling or digging by a unit owner, the unit owner shall restore the common elements to an equal or better condition than that which existed immediately prior to such activity, at such owner's sole cost and expense.

11.08. Trash and Refuse.

11.08.1. Each unit owner shall be responsible for the temporary storage and regular removal of all rubbish, trash, papers, garbage and refuse from his, her or their unit.

11.08.2. The Association shall be responsible for the removal of all garbage, trash, papers and refuse from the common elements, all costs of which shall be common expenses.

11.08.3. Subsection 11.08.2. is not intended to be construed as allowing unit owners to accumulate temporarily in the common elements any garbage, trash, papers and refuse. It is intended to mean that any garbage, trash, papers and refuse that may accumulate in the common elements, other than by the direct act or omission of a unit owner, his, her or their tenants or occupants of his,

her or their unit, will be removed by the Association as a common expense. Unit owners shall be chargeable for their direct acts or omissions and those of their tenants or occupants with respect to violations of subsection 11.08.1.

11.09. Discrimination; Restrictive Covenants. No unit owner shall unlawfully discriminate against the actual or a prospective tenant or purchaser, nor shall any unit owner execute or file for record any instrument which attempts to impose a restriction upon the sale, lease or occupancy of a unit on the basis of sex, race, color, creed or any other unlawful discrimination.

11.10. Encroachments; "As-Built" Controls.

11.10.1. Each unit shall have an easement over common elements to accommodate any minor encroachments due to or resulting from original construction, from settling or shifting of the unit or of the building containing the unit, or from other similar causes beyond the direct control of the unit owner. In the event of reconstruction or rebuilding of a unit or any part thereof as a result of damage or destruction, there shall be an easement for encroachments over the common elements to the same extent that existed prior to such damage, and there shall also be an easement for any other minimal encroachments which may result therefrom.

11.10.2. Regardless of the restrictions and limitations on easements for encroachments under this section, each unit shall have an easement over common elements to accommodate any encroachment by any portion of a unit caused for whatever reason if, within six (6) months after such encroachment arises, no action is commenced to restrain or enjoin such encroachment by the unit or to compel the removal thereof. If no action is commenced to restrain, enjoin or compel a correction of any as-built variance within six (6) months after completion of any construction, reconstruction, remodeling, repairs or other work on the property, the as-built layout, location and condition shall control over the plats and floor plans, and this Declaration shall be deemed to have been amended accordingly.

11.11. Indemnifications. In the event the Association is, for any reason, found liable for damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a unit owner or from any other act or omission of an owner in the management, operation, use or maintenance of his, her or their unit which violates the Act, this Declaration or the other condominium documents, or any applicable laws, ordinances or regulations, such unit owner shall indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including reasonable attorney fees incurred by the Association, except to the extent that such loss, liability, costs or expenses are covered by insurance maintained by the Association or arise from good faith acts or omissions of such unit owner as an officer or Director of the Association.

11.12. Enforcement; Cumulative Remedies; Non-Waiver.

11.12.1. The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions and provisions of the Act, this Declaration and the other condominium documents, except that any unit owner may proceed to enforce any such terms, conditions or provisions, at such owner's expense, if the Association fails to do so within 60 days following a written request by such unit owner for such action. Any unit owner violating any of the terms, conditions or provisions of the Act, this Declaration or the other condominium documents shall pay all costs, expenses and actual attorney fees incurred by the Association or by a prosecuting owner in the successful enforcement thereof.

11.12.2. Each remedy set forth in the Act, this Declaration and other condominium documents 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 to exercise any such right to remedy for violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

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

11.14. Covenants Run with Land; Term. All terms, conditions and provisions of this Declaration (as the same may be amended from time to time) shall constitute covenants running with the land and shall continue in full force and effect until the property is withdrawn from the provisions of the Act by unanimous consent of the owners of all units and their mortgagees or until the Declaration is amended in accordance with Section 11.01.

11.15. No Surcharge of Estates. The extent to which unit owners or lessees use the common elements shall not affect the obligation of each owner to share the common expenses for maintenance, repair and construction of the common elements; and any sale, conveyance or lease of individual units or any other division of estates shall be without and free from all surcharge as may otherwise arise between dominant and servient estates.

11.16. Mortgage Holders.

11.16.1. The holder of any first mortgage or other equivalent encumbrance on a unit may deliver written notice to the Association, specifying their name and business address, together with a request that the Association furnish any notices provided for under this section. Following receipt by the

Association of such a notice and request, the Association shall furnish the first mortgagee or other equivalent encumbrancer:

11.16.1.1. written notice of any meeting of the Association to be held for the purpose of considering any proposed amendment to this Declaration or the Bylaws; and

11.16.1.2. written notice of default by the unit owner for failure to comply with any terms, conditions or provisions of the Act, this Declaration or the other condominium documents, which is not cured within 60 days.

Each unit owner, mortgagee and other encumbrancer shall promptly notify the Association of the transfer or termination of such mortgage or other lien interest in accordance with Section 8.02.

11.16.2. Neither the unit owner nor any other party shall have priority over any rights of a first mortgagee of a unit pursuant to its mortgage or mortgage note with respect to distribution of any condemnation awarded for a loss or taking of a unit or any common elements or with respect to distribution of insurance proceeds for loss or damage to a unit or common elements, except as otherwise specifically provided in Section 9.04 for repair of such damage.

11.17. Notices. Notices to a mortgagee or other encumbrancer shall be deemed to have been duly given at the time of delivery or 72 hours after mailing within the State of Wisconsin by regular or certified mail, addressed to the business office specified in the records of the Association, regardless of actual receipt.

11.17.1. Notices to the Board shall be deemed to have been duly given at the time of delivery to a member of the Board or to the Association's on-site manager, if any, or 72 hours after mailing within the State of Wisconsin by certified mail to the President or Secretary of the Association, regardless of actual receipt.

11.17.2. Notices to a unit owner shall be deemed to have been duly given, regardless of actual receipt, at the time of delivery to the unit owner or 72 hours after mailing by regular or certified mail to the unit owner or designee.

11.17.3. Electronic devices may be used and personal delivery to recipient shall be allowed.

11.18. Captions and Section Headings. All captions and section headings of this Declaration are for convenience only and in no way define or limit the scope or effect of any of the provisions unless the context necessarily requires otherwise.

11.19. Non-Homestead. The property is not homestead.

11.20. Termination. The property may be withdrawn from the provisions of the Act and this Declaration terminated only upon the recording of an instrument to that effect executed by all unit owners and their mortgagees.

Article XII: Expansion

12.01. Reservation of Right to Expand. The Declarant reserves the right to build upon any lands in the future. Any construction on these lands will not eliminate any unit owner's right of ingress or egress, nor will it reduce the number of parking spaces required by the City of Plymouth, Wisconsin for the unit owners.

IN WITNESS WHEREOF, this Declaration of Condominium is executed by _____, as members of Declarant, Plymouth Retail Partners, LLC.

PLYMOUTH RETAIL PARTNERS LLC

By: _____
Its: _____

By: _____
Its: _____

STATE OF WISCONSIN)
) s.s.
COUNTY OF _____)

Personally came before me this ____ day of October, 2025, the above-named _____, to me known to be the persons who executed the foregoing instrument.

Notary Public, State of Wisconsin
My Commission Expires: _____.

This document was drafted by:
Attorney Matthew J. Krawczyk
KRAWCZYK, DUGINSKI & ROHR, S.C.
16535 West Bluemound Road, Suite 310
Brookfield, WI 53005
Phone: (262) 827-5800
Fax: (262) 827-5809
Email: matt@kdrlawyers.com

CONSENT TO DECLARATION OF CONDOMINIUM
FOR
PLYMOUTH COMMONS CONDOMINIUM

The undersigned, _____ being the current owner and holder of a mortgage and/or UCC filing of the real property described in **Exhibit "A"**, hereby consents to the adoption of this Declaration of Condominium for PLYMOUTH COMMONS CONDOMINIUMS.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed this ____ day of October, 2025.

PLYMOUTH RETAIL PARTNERS LLC

By: _____

Its: _____

[illegible]

Personally came before me this ____ day of October, 2025, the above-named _____, to me known to be the persons who executed the foregoing instrument.

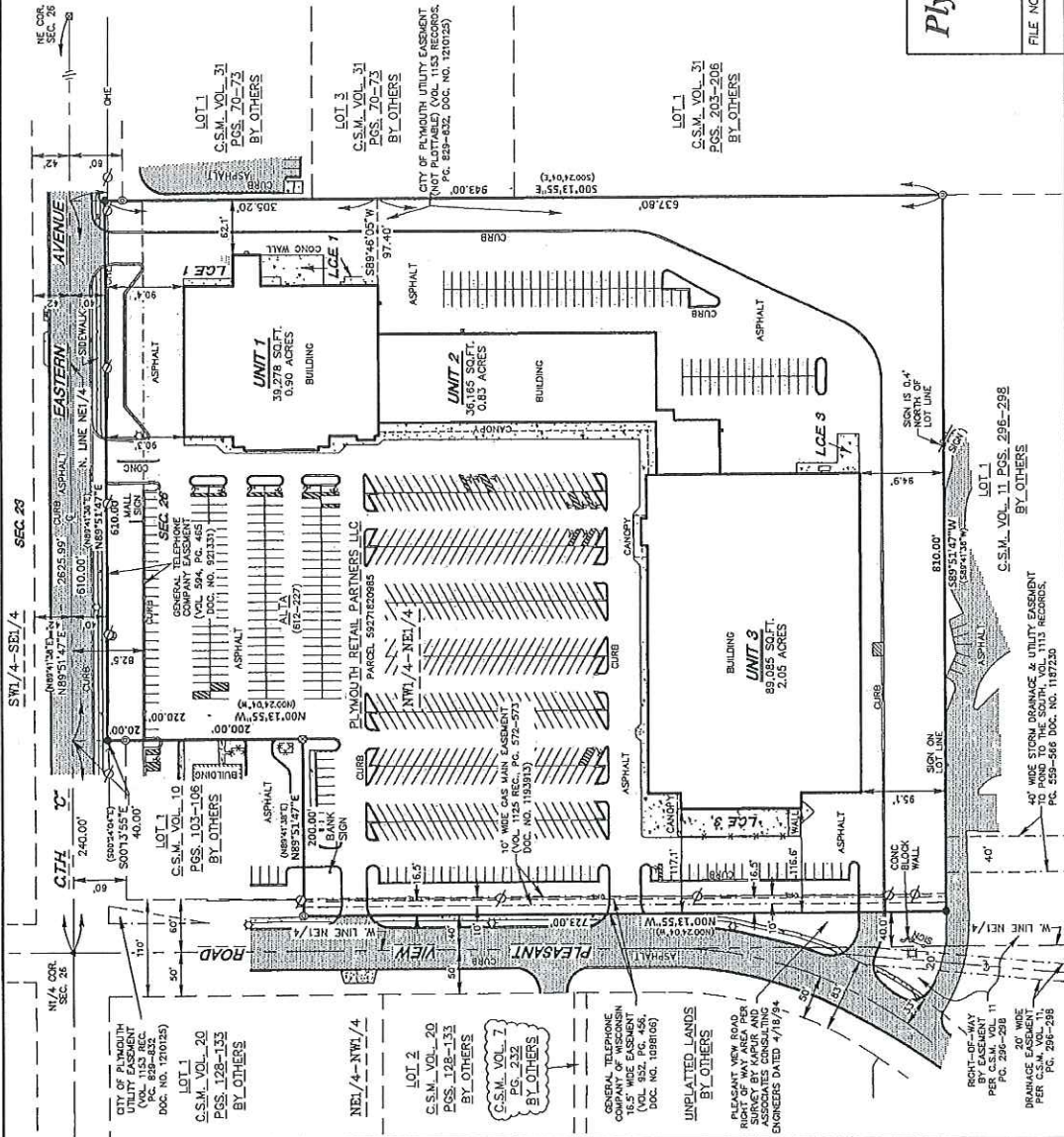
Notary Public, State of Wisconsin
My Commission Expires: _____

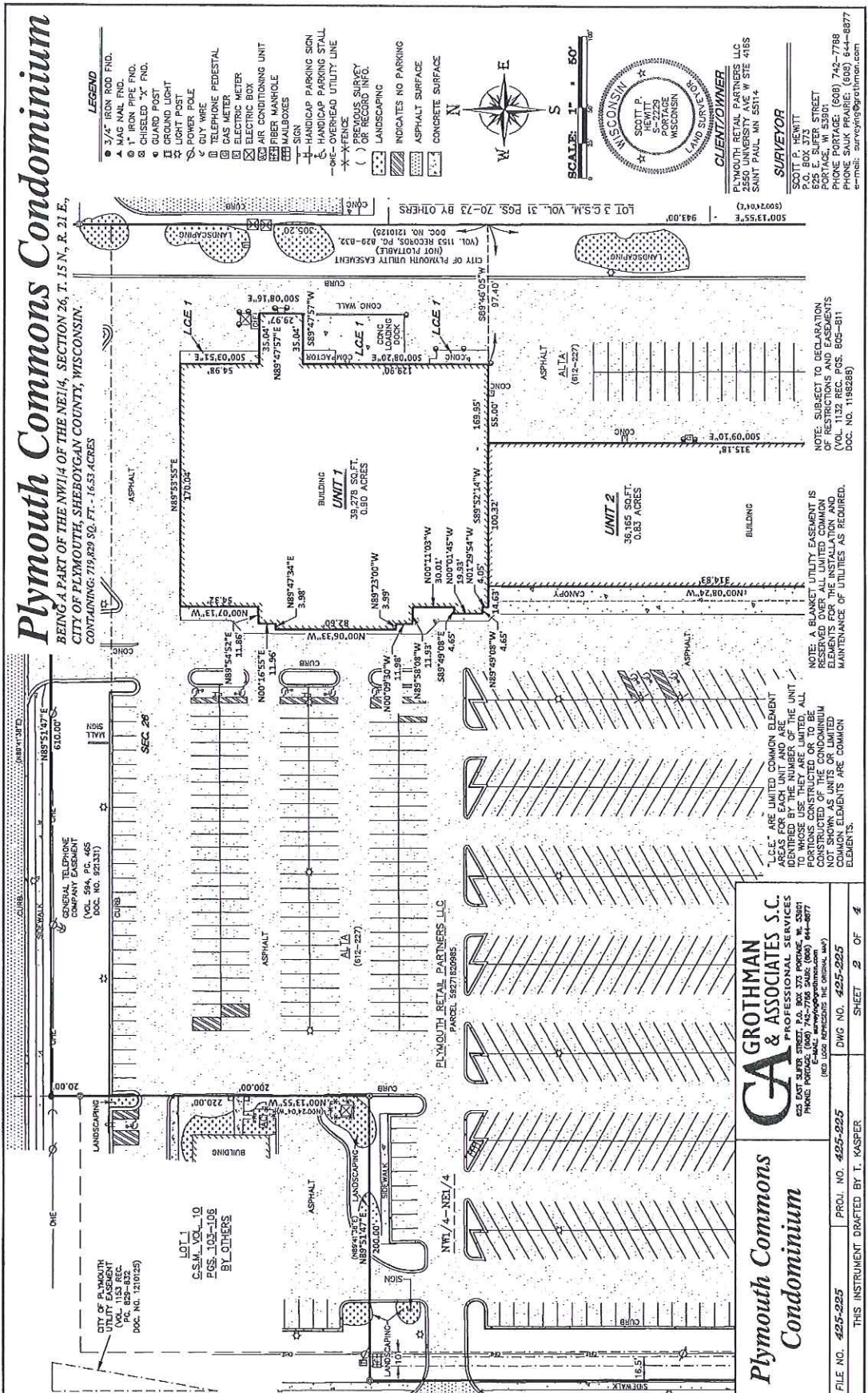
EXHIBIT A

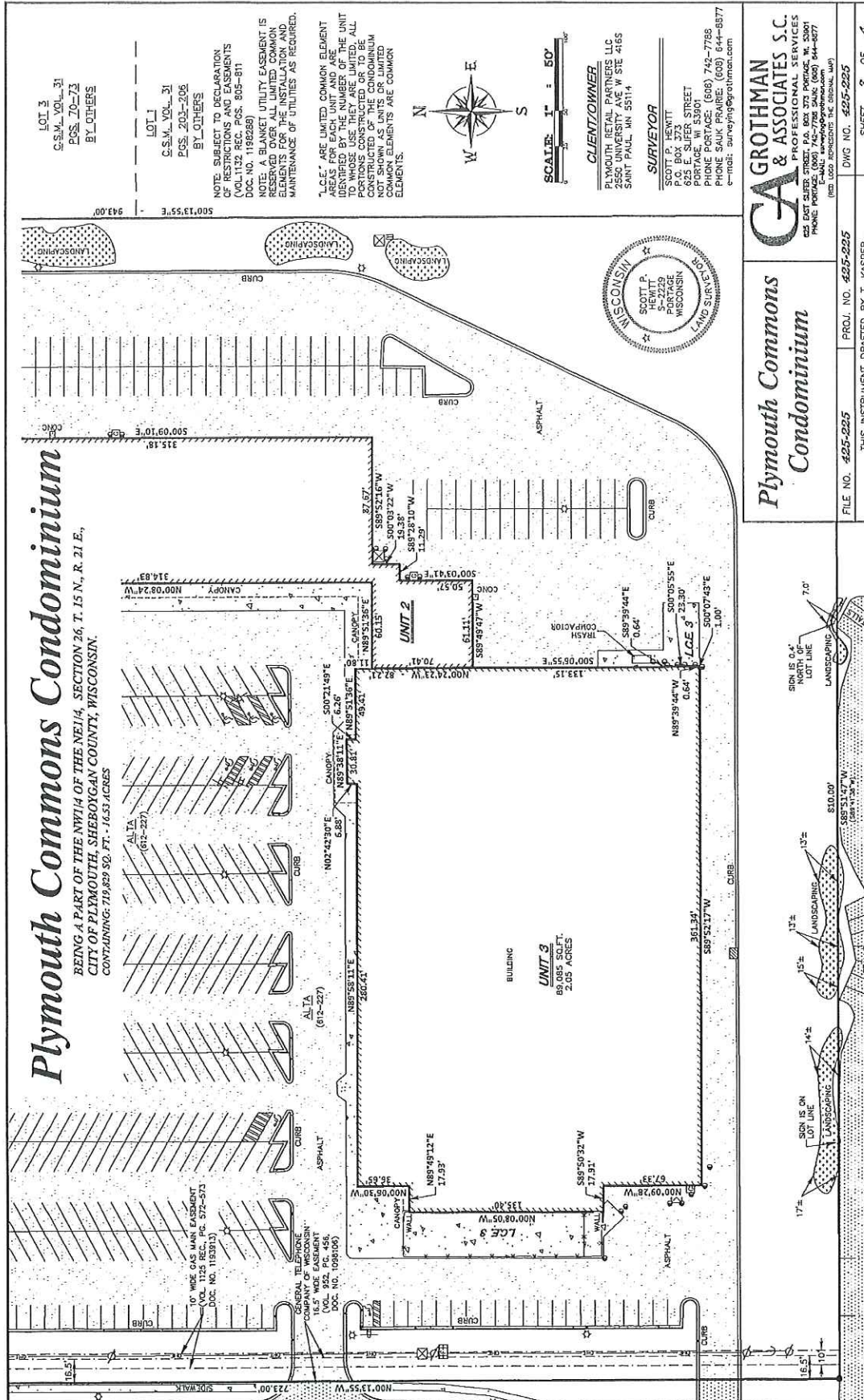
LEGAL DESCRIPTION

Being part of the Northwest Quarter of the Northeast Quarter, Section 26, Town 15 North, Range 21 East, City of Plymouth, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter corner of Section 26; thence North 89°51'47" East along the North line of the Northeast Quarter of said Section 26, 240.00 feet; thence South 00°13'55" East, 40.00 feet to the Northeast corner of Lot 1, Certified Survey Map recorded in Volume 10 of Certified Survey Maps, pages 103, 104, 105 and 106, said point being in the South right-of-way line of County Trunk Highway C, Eastern Avenue and the point of beginning; thence North 89°51'47" East along the South right-of-way line of County Trunk Highway C and Eastern Avenue, 610.00 feet; thence South 00°13'55" East along the West line of Lots 1 and 3, Certified Survey Map recorded in Volume 31 of Certified Survey Maps, pages 70, 71, 72 and 73 and the West line of Lot 1, Certified Survey Map recorded in Volume 31 of Certified Survey Maps, pages 203, 204, 205 and 206 and the Northerly extension thereof, 943.00 feet to the Northeast corner of Lot 1, Certified Survey Map recorded in Volume 11 of Certified Survey Maps, pages 296, 297 and 298; thence South 89°51'47" West along the North line of said Lot 1, 810.00 feet; thence North 00°13'55" West along the East right-of-way line of Pleasant View Road, 723.00 feet to the Southwest corner of Lot 1, Certified Survey Map recorded in Volume 10 of Certified Survey Maps, pages 103, 104, 105 and 106; thence North 89°51'47" East along the South line of said Lot 1, 200.00 feet to the Southeast corner thereof; thence North 00°13'55" West along the East line of said Lot 1, 220.00 feet to the point of beginning. Containing 719,829 square feet (16.53 acres), more or less.







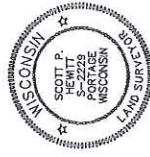
Plymouth Commons Condominium

BEING A PART OF THE NW1/4 OF THE NE1/4, SECTION 26, T. 15 N., R. 21 E.,
CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.
CONTAINING 719,829 SQ. FT. - 16.53 ACRES

SURVEYOR'S CERTIFICATE

I, SCOTT P. HEWITT, Professional Land Surveyor, No. 2229 of the State of Wisconsin do hereby certify that the plat herein is a correct representation of the property described and further certify that the identification and location of each Unit and Common Elements can be determined from the plat, condominium plans, and condominium documents.

I DO FURTHER CERTIFY that the survey made of this property is described in the Condominium Declaration and is in compliance with AE 7.01 of the Wisconsin Administration Code.



SCOTT P. HEWITT
Professional Land Surveyor, No. 2229
Dated: July 1, 2025
File No. 425-225

LEGAL DESCRIPTION

Being part of the Northwest Quarter of the Northeast Quarter, Section 26, Town 15 North, Range 21 East, City of Plymouth, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter corner of Section 26;
thence North 89°51'47" East along the North line of the Northeast Quarter of said Section 26, 240.00 feet;
thence South 00°13'55" East, 40.00 feet to the Northeast corner of Lot 1, Certified Survey Map recorded in Volume 10 of Certified Survey Maps, pages 103, 104, 105 and 106, said point being in the South right-of-way line of County Trunk Highway C, Eastern Avenue and the point of beginning;
thence North 89°51'47" East along the South right-of-way line of County Trunk Highway C and Eastern Avenue, 610.00 feet;
thence South 00°13'55" East along the West line of Lots 1 and 3, Certified Survey Map recorded in Volume 31 of Certified Survey Maps, pages 70, 71, 72 and 73 and the West line of Lot 1, Certified Survey Map recorded in Volume 31 of Certified Survey Maps, pages 203, 204, 205 and 206 and the Northerly extension thereof, 943.00 feet to the Northeast corner of Lot 1, Certified Survey Map recorded in Volume 11 of Certified Survey Maps, pages 103 and 106;
thence South 89°51'47" West along the North line of said Lot 1, 810.00 feet;
thence North 00°13'55" West along the East right-of-way line of Pleasant View Road, 723.00 feet to the Southwest corner of Lot 1, Certified Survey Map recorded in Volume 10 of Certified Survey Maps, pages 103, 104, 105 and 106;
thence North 89°51'47" East along the South line of said Lot 1, 200.00 feet to the Southeast corner thereof;
thence North 00°13'55" West along the East line of said Lot 1, 220.00 feet to the point of beginning.
Containing 719,829 square feet (16.53 acres), more or less.

CLIENT/OWNER
PLYMOUTH RETAIL PARTNERS, LLC
2550 UNIVERSITY AVE W STE 416S
SAINT PAUL, MN 55114

SURVEYOR
SCOTT P. HEWITT
P.O. BOX 373
PORTAGE, WI 53901
PHONE PORTAGE: (608) 742-7788
PHONE SAUK PRARIE: (608) 644-8877
e-mail: surveying@grothman.com

GROTHMAN
CA & ASSOCIATES S.C.
PROFESSIONAL SERVICES
802 JUDG STREET, P.O. BOX 270 PORTAGE, WI 53901
PHONE PORTAGE: (608) 742-7788
FAX: (608) 644-8877
E-MAIL: mwg@grothman.com
PMS LOGS REPRESENTS THE OFFICE, WIS

*Plymouth Commons
Condominium*

FILE NO. 425-225	PROJ. NO. 425-225	DWG NO. 425-225	SHEET 4 OF 4
THIS INSTRUMENT DRAFTED BY T. KASPER			



DATE: September 22, 2025

TO: Plan Commission

FROM: Jack Johnston, Assistant City Administrator/Community Development Director

RE: **Zoning Code Update:** Staff seeking recommendation to update to Section 13-1-192 of the City of Plymouth Municipal Code regarding public noticing requirements for rezoning petitions. Johnston (enclosure)

Background:

In June 2021, the City Council passed a comprehensive update to the Section 13 of the City code, pertaining to the City's zoning regulations and processes. During this ordinance update, it appears as though the requirement to notice nearby property owners for amendments to the zoning map (rezoning petitions) may have been inadvertently removed from code. A class 2 newspaper notice is still required by code for this process, but a direct mailing to nearby property owners within a certain distance of the subject property is not currently required in the City code.

Staff feels as though adding back in a requirement to directly mail notices to property owners within a certain distance of a proposed rezoning is good and transparent governance. Similarly, this process is already required for other application petitions, like for conditional use permits (CUPs).

Draft Ordinance:

Staff has provided a draft ordinance to Attachment I for the Plan Commission to review. The ordinance has been reviewed and edited by the City Attorney. The updated language would require a direct mailing to nearby property owners within 100 feet of a proposed rezoning petition at least 10 days prior to the public hearing for the rezoning petition at the Common Council meeting. A class 2 notice in the newspaper is still required as part of this noticing process. The 100' distance mimics the existing distance requirements for conditional use permit applications.

Staff Recommendation:

Staff recommends the Plan Commission recommend the proposed ordinance for approval. If recommended for approval, staff will present the ordinance to the full Common Council for final consideration at a future meeting. As this ordinance is in the zoning chapter, a class 2 notice will need to be published before the Common Council can consider it.

Attachments:

- I. Proposed Draft Ordinance

CITY OF PLYMOUTH, WISCONSIN

Ordinance No. __ of 2025

AN ORDINANCE AMENDING SECTION 13-1-192(c) OF THE ZONING CODE, CITY OF PLYMOUTH, WISCONSIN REGARDING NOTICES FOR ZONING CODE/MAPS AMENDMENT APPLICATIONS

WHEREAS, the Plan Commission has reviewed the herein ordinance and recommends adoption; and

WHEREAS, a Class 2 notice of public hearing on the herein proposed amendment, pursuant to Wis. Stat § 62.23, was published in the Plymouth Review and held before the Common Council; and

WHEREAS, the general welfare of the community is best served by amending the Zoning Code to require notice to landowners within 100 feet of a petition amend

NOW, THEREFORE, the Common Council of the City of Plymouth does hereby ordain as follows:

Section 1. Amending Code. The following sections of the Municipal Code of the City of Plymouth is hereby amended to read as follows (deletions indicated by ~~strikeout~~; insertions by underline):

Sec. 13-1-192 Procedure for Changes or Amendments.

(c) *Hearings.*

(1) The common council, following receipt of recommendation of the plan commission, shall hold a public hearing upon each proposed change or amendment, giving notice of the time, place and the change or amendment proposed by publication of a class 2 notice, pursuant to Wis. Stats. ch. 985. At least ten days prior, written notice shall also be given to the clerk of any municipality within 1,000 feet of any land to be affected by the proposed change or amendment, and in the case of a request for rezoning to the owners of record of all land within 100 feet of any part of the subject property.

Section 2. Severability. Should any portion of this Ordinance or the affected Municipal Code Section be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder shall not be affected.

Section 3. Effective Date. This Ordinance shall take effect the day after publication.

Enacted on _____, 2025.

CITY OF PLYMOUTH

By: _____
Donald O. Pohlman, Mayor

Date: _____

CLERK'S CERTIFICATE OF ENACTMENT

I hereby certify that the foregoing Ordinance was duly enacted by the City of Plymouth Common Council and approved by the Mayor on the dates indicated above.

Dated: _____, 2025

Anna Voigt, Clerk