



11333 N. Cedarburg Road  
Mequon, WI 53092  
Phone: 262-236-2914  
Fax: 262-242-9655

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Office of the City Clerk

**BOARD OF APPEALS**  
**Thursday, August 7, 2025**  
**6:00 PM**  
**Tolzman Community Room**  
**Frank L. Weyenberg Library**  
**11345 N. Cedarburg Road**

**Agenda**

**1) Call to Order**

**2) Approve meeting minutes of June 5, 2025**

**3) Hear evidence concerning; debate, deliberate and decide the request of:**

- a) Applicant:** Thomas Essman  
**Owners:** Thomas & Kaitlyn Essman  
**Appeal:** Opportunity will be given to all interested in being heard concerning the request by Thomas & Kaitlyn Essman for variances to Mequon Code Sec 58-249 (side yard offset of 15 feet and 15% maximum lot coverage) to build an attached garage with second floor living space at 11444 N. Buntrock Ave.
- b) Applicant:** Jim Schreiner  
**Owners:** Jim & Lauren Schreiner  
**Appeal:** Opportunity will be given to all interested in being heard concerning the petition by Jim and Lauren Schreiner for an administrative appeal of a building permit denial for a sunroom located at 2633 W. Lake Isle Dr.

**4) Adjourn**

*Dated: August 7, 2025*

*/s/ Kathleen Massey, Chair*

Notice is hereby given that a quorum of other governmental bodies may be present at this meeting to present, discuss and/or gather information about a subject over which they have decision-making responsibility, although they will not take formal action thereto at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the City Clerk's Office at 262-236-2914, twenty-four (24) hours in advance of the meeting.

Any questions regarding this agenda may be directed to the City Clerk's Office at 262-236-2914, Monday through Friday, 8:00 AM – 4:30 PM



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Office of the City Clerk

## BOARD OF APPEALS

Thursday, June 5, 2025

6:00 PM

Tolzman Community Room of the Frank L Weyenberg Library  
 11345 N. Cedarburg Road

### Minutes

#### 1) Call to Order

**Present:**

Chair Kathleen Massey  
 Vice Chair James Wawrzyn  
 Board Member Steve Helfer  
 Board Member Ramona Larson  
 Board Member Scott Reigle -- **Excused**  
 Board Member Allison Korger -- **Excused**

#### 2) Approve meeting minutes of May 1, 2025

Motion to approve meeting minutes.

**RESULT:** Approved by Voice Acclamation [Unanimous]  
**MOVED BY:** Board Member Helfer  
**SECONDED BY:** Board Member Wawrzyn

<b>AYES:</b>	Massey, Wawrzyn, Helfer, Larson
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#### 3) Hear evidence concerning: debate, deliberate and decide the request of:

- a. **Applicant:** Michael M. Jerominski, Esq.
- b. **Owner(s):** Timothy Hoerig et al c/o Shirley M. Hoerig
- c. **Appeal:** Opportunity will be given to all interested in being heard concerning the petition requesting an Administrative Appeal to the Order to Correct Condition of Premises, parking of vehicles, regarding the property at 10738 N Granville Rd.

Chair Massey explained the guidelines for the Board of Appeals as well as the process for the meeting. All parties appearing before the Board of Appeals were sworn.

Jac Zader	11333 N Cedarburg Rd
Dennis Wozniak	10751 N Granville Rd
Michael Jerominski	N88W16783 Main St, Menomonee Falls
Doug Niggemeier	9832 N Andover Ct
Shirley Hoerig	10738 N Granville Rd
Timothy Hoerig	10738 N Granville Rd

Attachment: Jerominski Minutes 6.5.25 (10456 : Meeting Minutes)

Assistant Director of Community Development Jac Zader began on behalf of the City of Mequon. He explained that this hearing was to appeal the decisions from April 2025, based on code violations made by Scott Pinzer (former Code Enforcement Office for the City of Mequon). The appeal included two actions - to review the definition of unenclosed parking of vehicles and non-conforming use of the property. The parcel history shows that the property had been R1 zoning (5+ acres with an agricultural overlay); but it was later subdivided with a portion sold to MMSD. At that time, it was no longer zoned agriculture and became an R5 property.

The land now owned by MMSD provides public access. Vehicles are clearly visible from that land; therefore, this does not meet the definition of enclosed. Most vehicles appeared after 2015 based on the older photos provided. Parking of additional vehicles would need approval from the Planning Commission, which was not requested or granted.

Mr. Jerominski stated that vehicles are screened by trees, but photos provided by the city show a clear view of vehicles. Mr. Jerominski further stated that the Hoerig family has been on the property since 1951. They feel the vehicles are enclosed despite the public access on MMSD. They installed berms and trees on the property making it enclosed from the general view of most public access. He provided additional photos which City Clerk Fochs marked as Exhibit 1, with 15 photos. Photo 2 shows the view from the driveway and the applicant stated that this is the only gap to view the vehicles on the property. Other exhibit photos all pictured different angles of the property from the north, west, south and east.

Chair Massey referred to packet pages 20-24 for photos provided by the city of the view from the MMSD property. These show the large number of vehicles clearly visible from that angle. Chair Massey quoted Mequon code Section 58-8: *Unenclosed. In reference to unenclosed storage of materials, vehicles, etc., unenclosed shall be defined as being within reasonable view of surrounding properties due to lack of adequate screening or enclosure.*

Mr. Jerominski said there is so little traffic on the MMSD land, so that property shouldn't be considered public access. The Hoerig family feels they have adequately screened the vehicles, and they are not in reasonable view of the public.

Board Member Wawrzyn asked to verify the size of the MMSD parcel, which was said to be 72 acres. He also raised the question that if there was an actual residence on the (MMSD) property, could the Hoerigs make that same argument that the vehicles were not visible to the public. Mr. Jerominski said they could not.

Board Member Helfer asked about the types of vehicles being stored as the GIS photo shows that many are RVs. He asked if the Hoerig family runs any kind of RV business. Mr. Jermoniski said that the RVs are stored on behalf of paying guests of the property.

Mr. Zader said one photo includes a sign advertising storage on the property, which is a separate zoning violation. This property has residential zoning, so this type of business is not allowed. Even if additional berms were installed to create an enclosure, the Hoerigs face other zoning violations because a storage business is not allowed in a residential district.

Chair Massey asked Mr. Jerominski to explain why they are arguing for non-conforming use. Mr. Jerominski said it is because the vehicles have been parked there for over nine years. Mr. Zader said that the number of vehicles increased dramatically between 2015 and 2024, and they were parked illegally. Mr. Zader researched the history of the property and found nothing in their files to indicate it was ever considered legal non-conforming.

Mr. Niggemeier spoke as someone who rents storage from the Hoerigs. He said the berm blocks the main view from Granville Road, and the property owners keep the area maintained. The cost of other property in the area is becoming so expensive, and this storage is an affordable and well-used space. His business is landscaping, and he would willingly add another berm to the property to continue having affordable storage.

Mrs. Hoerig explained that her son started storing vehicles for the additional funds so she could remain in her home. As 97-year-old and long-term resident, she wants to be able to afford living on her own and not in a nursing home.

Mr. Hoerig explained that when his father ran the family farm, they had over 45 different implements in the yard and were randomly strewn about close to the road. More than 14 tractors and 25-30 other pieces of equipment were visible at that time without receiving any complaints. He does not understand how storing vehicles on the property now should be treated differently.

Because the insurance and taxes for all the buildings are high, they argue this property isn't the same as another residential property (it should be considered non-conforming). They feel penalized for having all the different buildings that his father had been allowed to build. They feel the number of vehicles stored there now is really an improvement to having old equipment laying around the property. He is providing a valuable service to the community because some people living in HOA neighborhoods cannot store anything (boat, RV, other vehicles) on their own property. They are willing to do what they can to make this a legitimate storage business.

Mr. Zader explained that when the Hoerig family owned all 80 acres before 2005, it had a legitimate agriculture overlay as a permitted use. This allowed all the equipment needed for that business. Now they are running a business that is not allowed. They would need to request a zoning change to allow storage, which is difficult to change because they no longer have an agricultural overlay just residential zoning.

Mr. Wozniak then spoke as a long-term resident of this community. He stated the Board should use common sense when deciding this case because the family has also been here for decades. Their ability to have storage on their property should be grandfathered in as if they still owned all 80 acres. Mr. Hoerig commented that he sees about 2-3 cars parked per week using the MMSD property to walk dogs or access that land. That is a very limited number of people which should not impact their ability to store vehicles on their property.

An additional person indicated he wanted to speak so Charlie Inga from N98W14957 Treetops Drive, Germantown was sworn. He has stored his boat on the Hoerig property for many years. He is thankful for all they've done for the community. He lives where an HOA doesn't allow him to store a boat or RV at their own home. He asks the Board to recognize that the Hoerig family is doing a lot for the community and is providing a valuable service to members of the community.

Motion to close public hearing.

**RESULT:** Approved by Voice Acclamation [Unanimous]  
**MOVED BY:** Board Member Helfer  
**SECONDED BY:** Board Member Wawrzyn

Attachment: Jerominski Minutes 6.5.25 (10456 : Meeting Minutes)

**AYES:** Massey, Wawrzyn, Helfer, Larson

Member Wawrzyn said it was helpful to hear the additional comments. However, this case comes down to having adequate screening on the property to limit visibility. Such screening is lacking, and the applicant has not provided enough evidence to overturn the City’s findings.

Chair Massey said the Board of Appeals must enforce the guidelines as they are currently written. The Exhibits in the packet of C1-C5 show that vehicles are within view of the property, and the City’s decision was correct based on the current law.

Board Member Helfer drove past the property and clearly saw vehicles from Granville Road. He does not feel that the existing berms and trees provide adequate screening He agrees with the City’s Order to Correct Condition of Premises.

Motion to deny the appeal.

**RESULT:** Approved by Voice Acclamation [Unanimous]  
**MOVED BY:** Board Member Wawrzyn  
**SECONDED BY:** Board Member Massey

**AYES:** Massey, Wawrzyn, Helfer, Larson

**4) Policy Updates**

- a. Definition of structure
- b. Lake Bluff structures
- c. Extension of time for appeal decisions

City Attorney Sajdak summarized policy updates that were raised during previous Board of Appeals meetings. Some have been brought forward to the Common Council and other deciding Boards. The Lake Bluff structures will be before the Common Council on Tuesday, June 10. The time extension for appeals was approved during the May Common Council meeting. The definition of “structure” was brought before the Public Welfare committee. They felt it to be adequate, and the definition was left unchanged.

**5) Adjourn**

Motion to adjourn at 7:15 PM.

**RESULT:** Approved by Voice Acclamation [Unanimous]  
**MOVED BY:** Board Member Wawrzyn  
**SECONDED BY:** Board Member Helfer

**AYES:** Massey, Wawrzyn, Helfer, Larson

Respectfully Submitted,  
*Beth Kong*  
*Deputy Clerk*

Attachment: Jerominski Minutes 6.5.25 (10456 : Meeting Minutes)



**BOARD OF APPEALS VARIANCE APPLICATION**  
**CITY OF MEQUON, WISCONSIN**

Owner: Thomas Essman Mailing Address: 11444 N. Buntrock Ave

City/ZIP: Mequon 53092

Phone Number: 973-867-8158 Email: tjejr@hotmail.com

If there is another person representing the Property Owner, include their information below. This person will be the point of contact for the application.

Applicant: Thomas Essman Address: \_\_\_\_\_

City/ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**TO THE BOARD OF APPEALS:**

The above hereby requests a variance to City of Mequon Code Sec. #: 58-249

regarding: 11444 N. Buntrock Ave Mequon 53092  
*(street address or legal description of the property where the variance is requested)*

in order to: proceed with demolition of existing detached garage and addition of attached garage with second floor living space.

I understand that as part of my variance request, City staff may need access to my property to take photographs and do a pre-hearing inspection of the property. By checking here, I give City Staff permission to enter my property, inspect the property and take photographs.

**APPLICANT MUST PROVIDE:**

1. Application form
2. \$250 filing fee
3. One (1) copy each of the following documents:
  - Copy of denial letter, if any, or a description of the denial
  - Detailed dimensional drawing showing a reasonable scale of/and indicating area where variance is requested including contour lines, floodplain/wetland boundaries, etc.
  - Detailed plans of the building or structure including existing and new room layouts
  - To-scale and dimensional elevation drawings of all building elevations, if appropriate
  - Photos showing existing buildings/structures and existing site conditions
  - All other supporting information or evidence to be presented (photographs, etc.)

FOR OFFICE USE ONLY	
Receiving Officer: <u>Carolyn Park</u>	Received Date: <u>7-14-25</u>
Parcel #: <u>140920723000</u>	Hearing Date: <u>8-7-25</u>
Zoning District: <u>R-4</u>	Receipt #: <u>004386-0023</u>
Alderman & District #: <u>Mayor D3</u>	Published: _____

e: Notice of scheduled hearing to DISTRICT ALDERPERSON, OWNER(S) OF RECORD as listed in the Office of the Assessor and all parcels in the City of Mequon as per state statute and City of Mequon Communication Policy.

Attachment: BOA Essman Application (10520 : Essman Application)

# City of Mequon Variance Request Form

**Thomas and Kaitlyn Essman**

**11444 N Buntrock Avenue**

## **1. Describe the unnecessary hardship created by the ordinance.**

Strict compliance with both the 15% lot coverage requirement and the 20' side-yard offset requirement under the R-4 zoning district unreasonably prevents us from making reasonable and effective use of our property for its intended residential purpose. Our lot is less than a quarter of an acre and is narrower than the standard R-4 lot, making the ordinance disproportionately restrictive. We note that under City practices, R-1 to R-3 districts allow 20% lot coverage for smaller lots, and we request similar consideration under the spirit of this exception. Additionally, the strict offset requirement restricts our ability to construct a functional attached garage, given the narrowness of the lot, despite the need to modernize the home and better utilize our property.

## **2. Describe whether the unnecessary hardship is the result of conditions on the property that do not exist on, or apply to, other properties.**

This hardship results from the uniquely narrow and smaller-than-average lot size in comparison to typical lots in the neighborhood and city. The R-4 requirements assume larger lot widths, making compliance impractical on our narrow parcel. Additionally, neighboring properties immediately to the south currently have structures within the required offset, demonstrating that similar conditions have been accommodated in the immediate area.

## **3. Describe whether the conditions creating the unnecessary hardship are created by the terms of the ordinance, or whether they are the result of circumstances or desires unique to the applicant.**

The hardship is created by the ordinance's strict application to a narrow, substandard lot. The offset and lot coverage limitations do not account for the lot's dimensions, preventing functional improvements. This hardship is not due to a desire to overbuild but to utilize our property in a manner consistent with neighboring properties and reasonable residential use.

**4. Describe why the requested variance is not contrary to the spirit, purpose, and intent of the regulations in the zoning district and is not contrary to the public interest.**

The variance aligns with the zoning regulations' purpose of maintaining neighborhood character while enabling reasonable property use. Allowing a modest reduction in the side-yard offset for our narrow lot enables functional garage space while respecting neighbor privacy and safety. The proposal aligns with the neighborhood's scale, preserves open space, and does not increase density, meeting the public interest and intent of the ordinance.

**5. Describe why the requested variance will not create substantial detriment to adjacent property(ies).**

The variance will not create any detriment to neighboring properties. The garage addition will remain residential in character, will not obstruct views, reduce light, or increase noise. The reduced offset mirrors existing conditions on adjacent properties, ensuring compatibility, while replacing an aging detached structure with an integrated, updated design that will maintain property values.

**6. Describe how the requested variance is compatible with the character of the immediate neighborhood.**

The requested variance is compatible with the neighborhood, which contains properties with structures within offset limits and a mix of attached and detached garages. The updated design respects the neighborhood's scale while enhancing the property's utility and appearance, aligning with ongoing community reinvestment and character.







PLAT OF SURVEY

**BADGER**  
**Planning & Development**  
**Services, Inc.**

7970 N. 47th Street  
Brown Deer, WI 53223  
(414) 354-9080

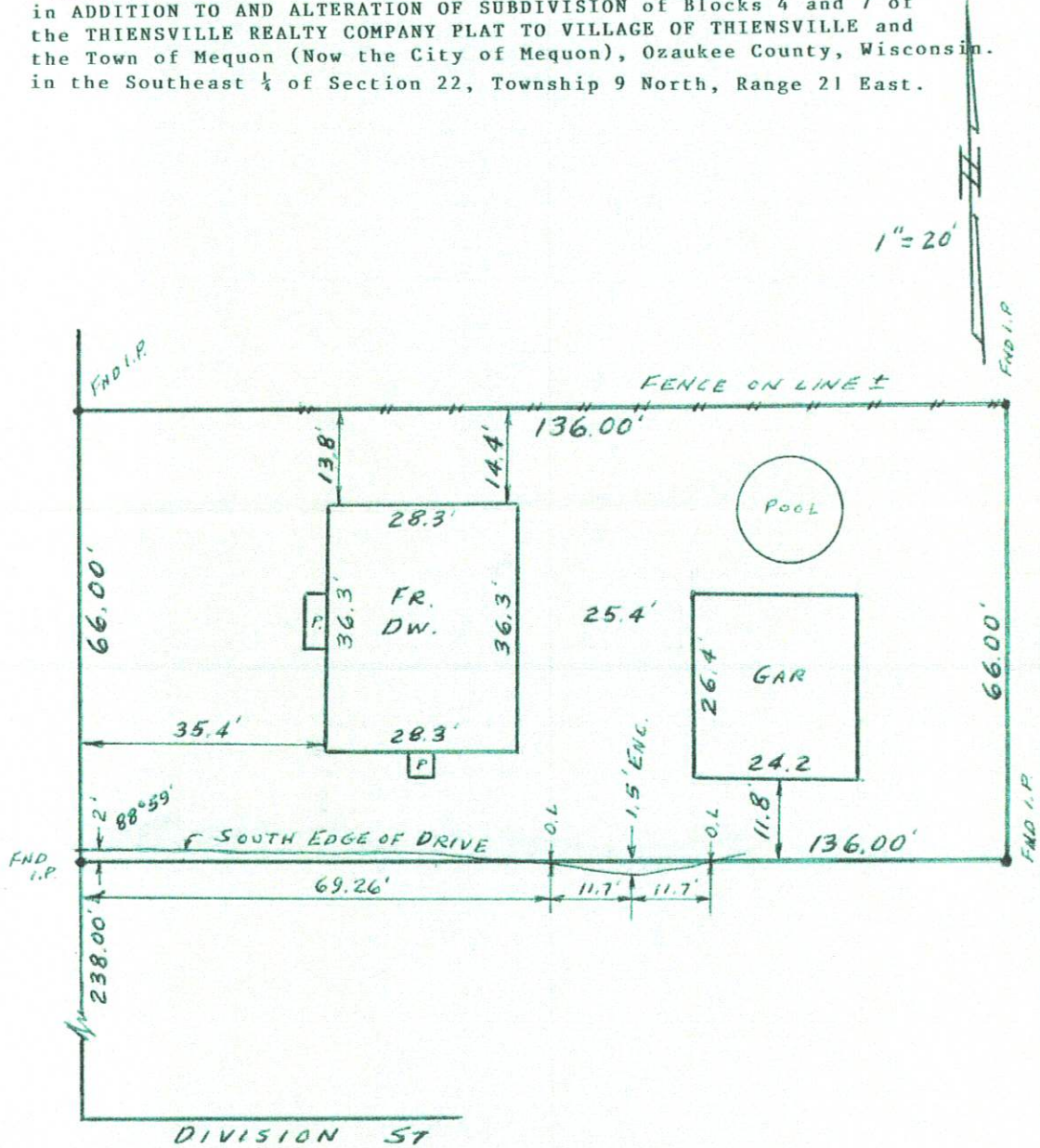
James N. Dollhausen, AICP  
President

Clarence H. Piepenburg, RLS  
Chief Surveyor

PROPERTY AT 11444 Buntrock Avenue, Timothy J. Deppisch OWNER

LEGAL DESCRIPTION Lot 23 and the South 1/2 of Lot 24, all in Block 7, in ADDITION TO AND ALTERATION OF SUBDIVISION of Blocks 4 and 7 of the THIENSVILLE REALTY COMPANY PLAT TO VILLAGE OF THIENSVILLE and the Town of Mequon (Now the City of Mequon), Ozaukee County, Wisconsin, in the Southeast 1/4 of Section 22, Township 9 North, Range 21 East.

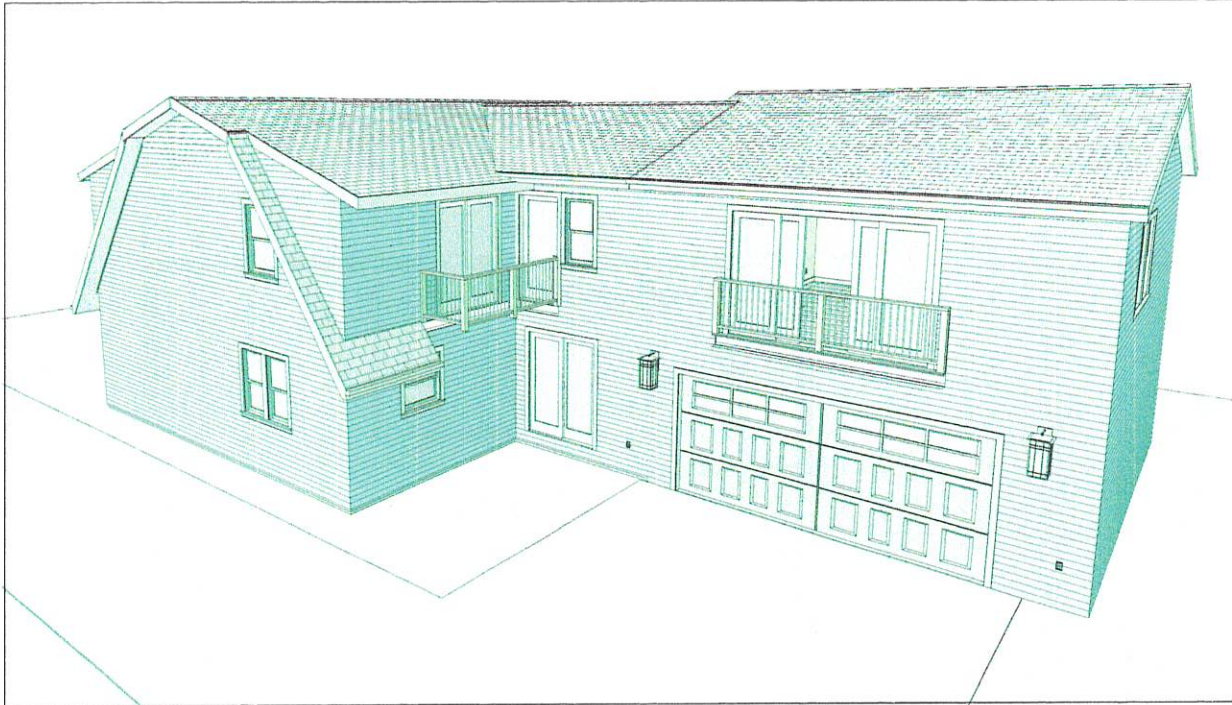
BUNTROCK AVE. (80' WIDE)



"I have surveyed the above-described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements, roadways and visible encroachments. This survey is made for the exclusive use of the present owners of the property; also those who purchase, mortgage, or guarantee the title thereto, within one year from date hereof.

Prepared For Timothy J. Deppisch  
at Brown Deer, Wisconsin this 17th Day of December 19 85  
Plet No. A86-722 Signed Clarence H. Piepenburg  
Registered Land Surveyor

Attachment: BOA Essman Application (10520 : Essman Application)



**PROPOSED NEW ADDITION  
FOR  
THOMAS & KAITLIN ESSMAM**

11444 BLUNTROCK  
MEQUON, WI

CONTENTS

- SHEET - 1 - COVER PAGE
- SHEET - 2 - EXISTING FLOORPLAN
- SHEET - 3 - FOUNDATION PLAN
- SHEET - 4 - 1ST FLOOR PLAN
- SHEET - 5 - 2ND FLOOR PLAN
- SHEET - 6 - ELEVATIONS
- SHEET - 7 - SECTION
- SHEET - 8 - SECTION
- SHEET - 9 - SCHEDULES, LEGENDS

To the best of my knowledge these plans are drawn to comply with owner's and/or builder's specifications and any changes made on them after prints are made will be done at the owner's and/or builder's expense and responsibility. The contractor shall verify all dimensions and enclosed drawing. Wm. Hahn is not liable for errors once construction has begun. While every effort has been made in the preparation of this plan to avoid mistakes, the maker can not guarantee against human error. The contractor of the job must check all dimensions and other details prior to construction and be solely responsible thereafter.

SCOPE

DEMO EXISTING DETACHED  
2-1/2 CAR GARAGE  
BUILD ADDITION OF 806 S.F.  
TO EXISTING HOME 1004 S.F.  
TOTAL FOOTPRINT OF PROPOSED:  
1810 S.F.

Attachment: BOA Essman Application (10520 : Essman Application)

DATE:  
6/20/25

SHEET:  
**1**

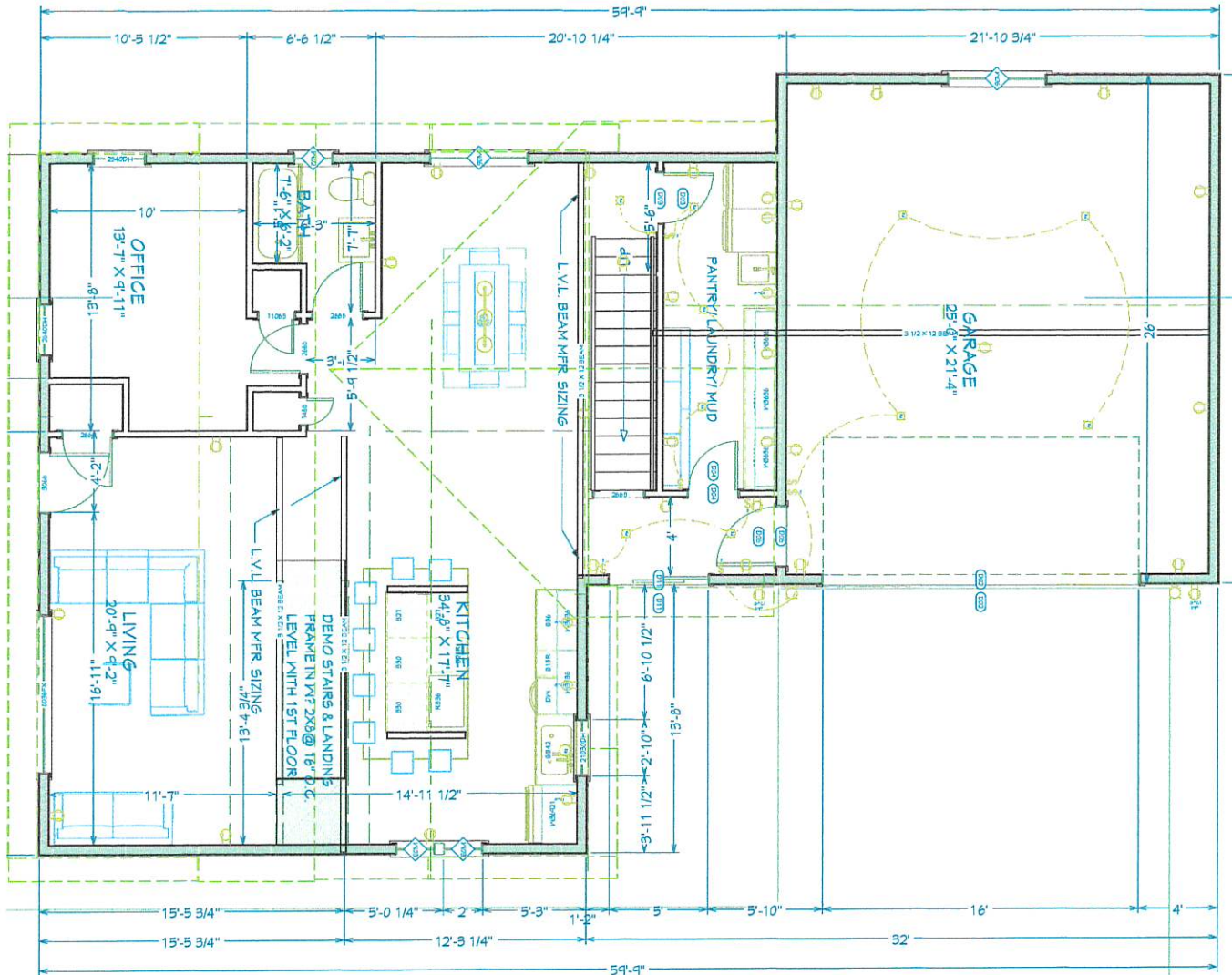
**COVER PAGE**

*Liam Design*

WILLIAM HAHN                      167 S. MAIN STREET  
262-893-9846                      DOUSMAN, WI  
LIAMDESIGN01@GMAIL.COM                      53118

THOMAS & KAITLIN ESSMAM  
11444 N. BLUNTROCK  
MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION



Attachment: BOA Essman Application (10520 : Essman Application)

DATE:  
6/20/25

SHEET:

4

**PROPOSED 1ST FLOOR PLAN**  
1/4"=1'-0"

*Liam Design*  
WILLIAM HAHN  
262-843-9846  
LIAMDESIGN01@GMAIL.COM

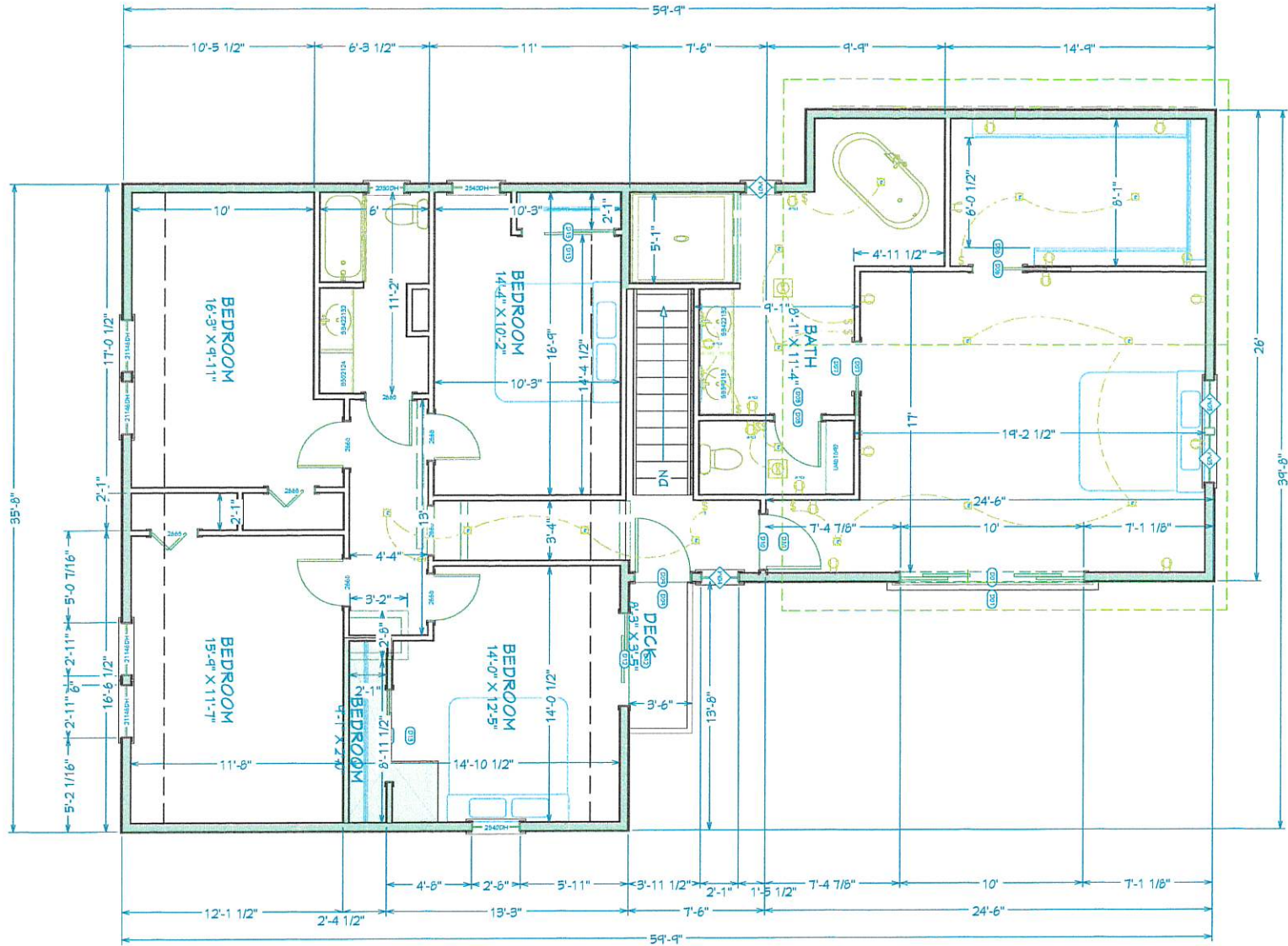
167 S. MAIN STREET  
DOUSMAN, WI  
53118

THOMAS & KAITLIN ESSMAM  
11444 N. BLUNTROCK  
MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION



LIVING AREA  
1713 SQ. FT.



DATE:  
6/20/25

SHEET:

4

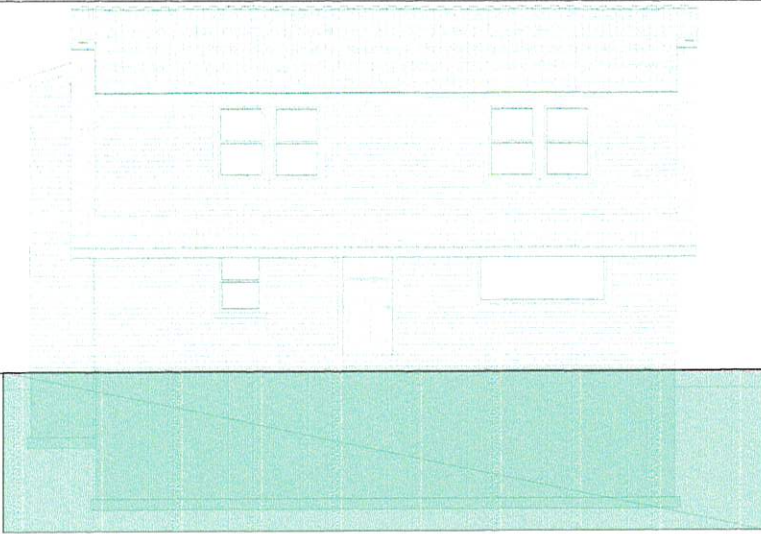
**PROPOSED 2ND FLOOR PLAN**  
1/4"=1'-0"

*Liam Design*  
WILLIAM HAHN 167 S. MAIN STREET  
262-893-9846 DOUSMAN, WI  
LIAMDESIGN01@GMAIL.COM 53118

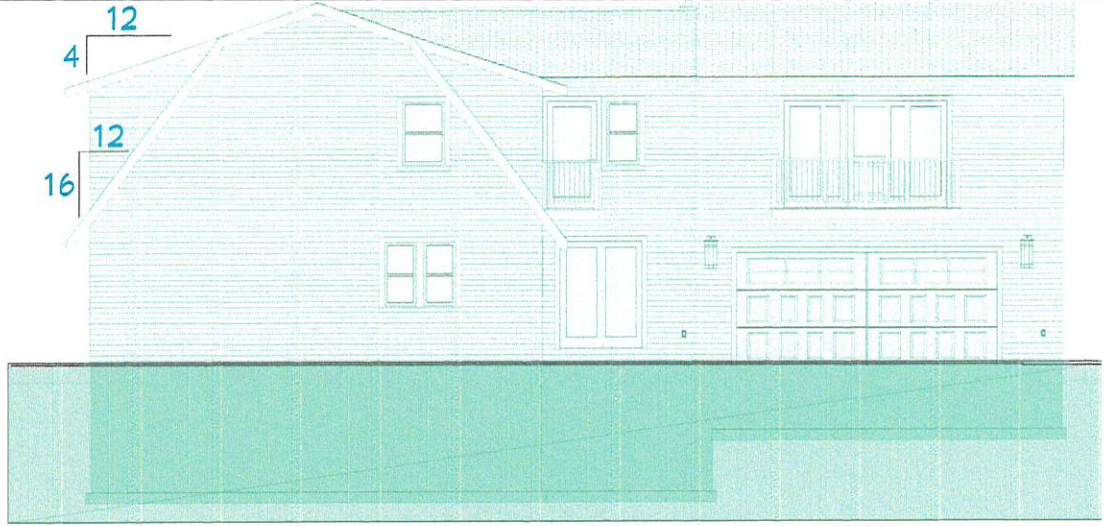
THOMAS & KAITLIN ESSMAM  
11444 N. BLUNTROCK  
MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

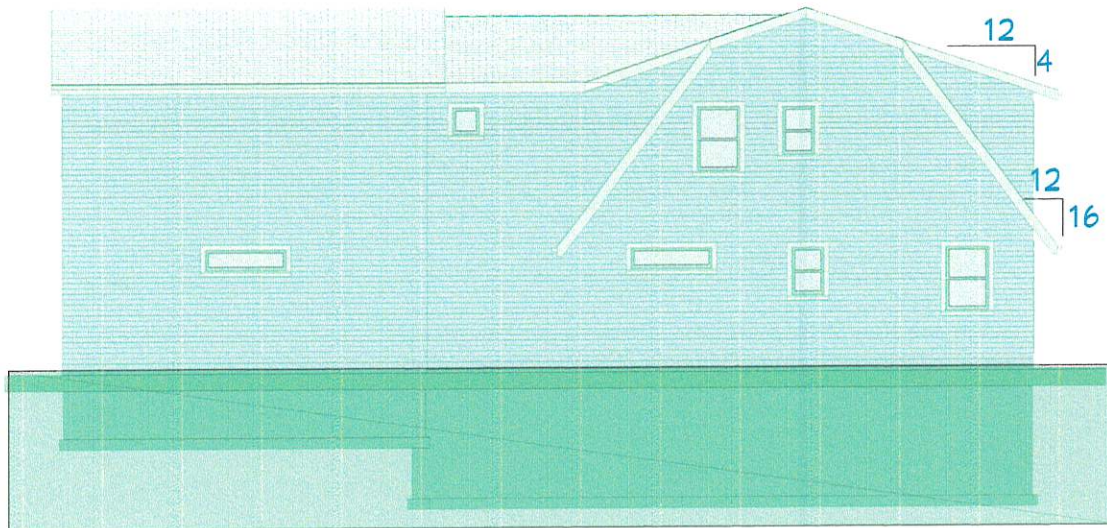




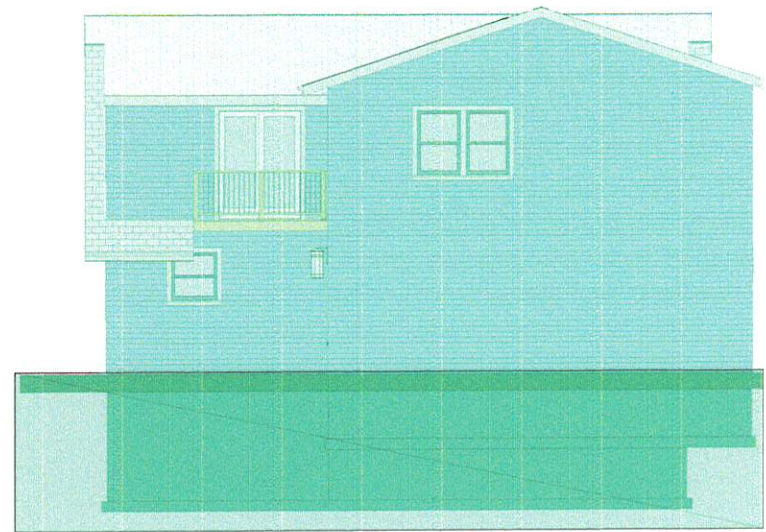
FRONT ELEVATION (WEST)



RIGHT SIDE ELEVATION (SOUTH)



LEFT SIDE ELEVATION (NORTH)



REAR ELEVATION (EAST)

Attachment: BOA Essman Application (10520 : Essman Application)

DATE:  
6/20/25

SHEET:

6

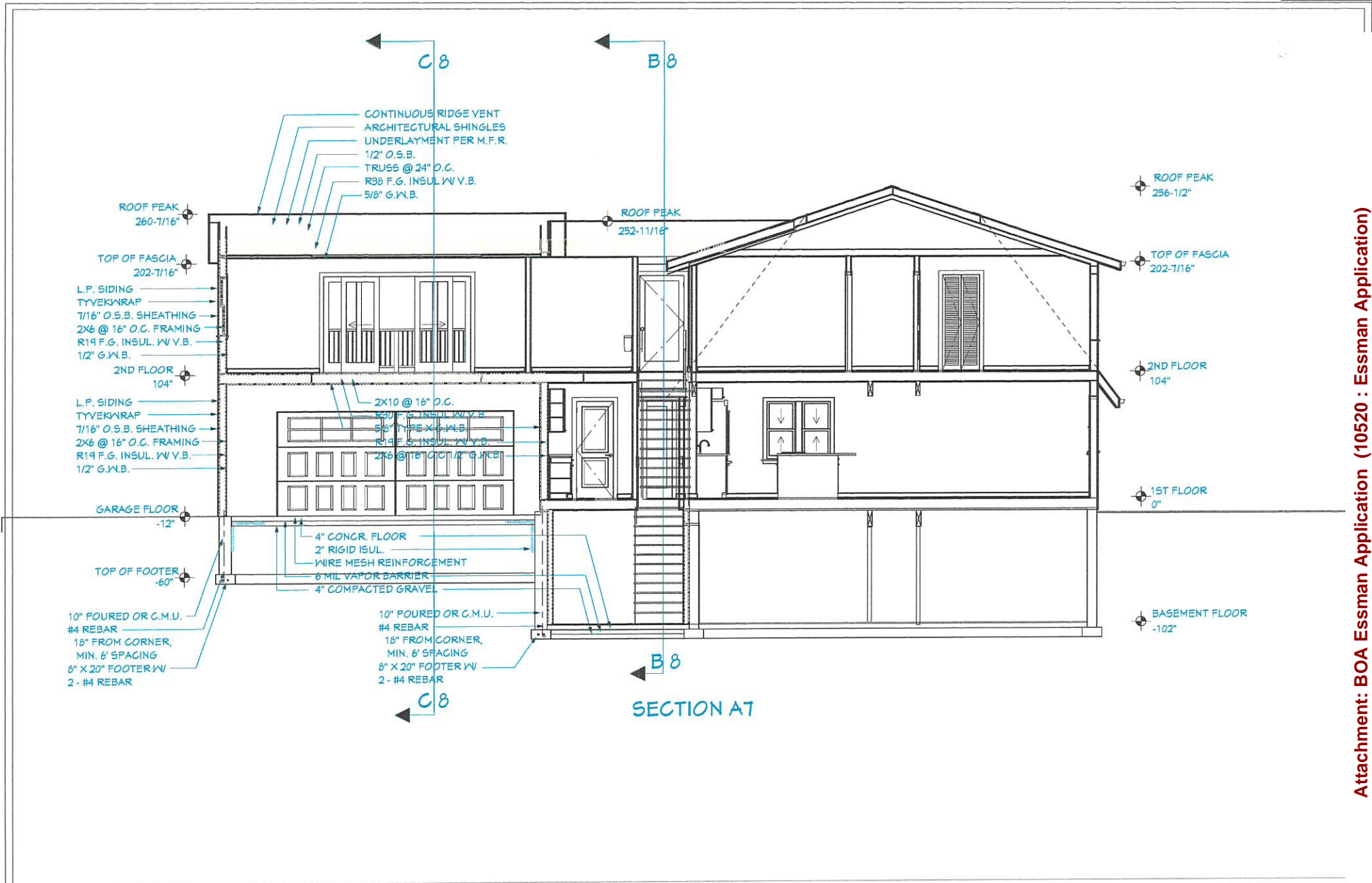
**ELEVATIONS**  
3/16"=1'-0"

*Liam Design*  
WILLIAM HAHN  
262-893-9846  
LIAMDESIGN01@GMAIL.COM

167 S. MAIN STREET  
DOUSMAN, WI  
53118

THOMAS & KAITLIN ESSMAN  
11444 N. BLUNTROCK  
MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION



Attachment: BOA Essman Application (10520 : Essman Application)

DATE:  
6/20/25

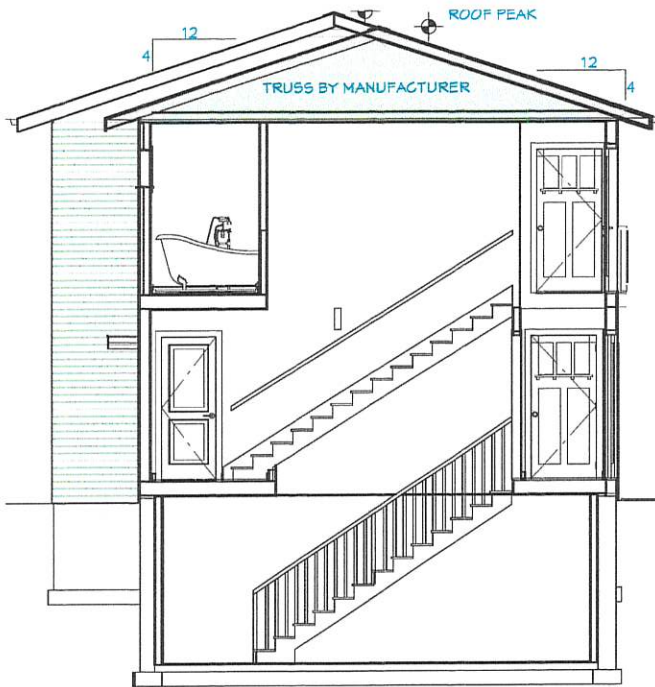
SHEET:  
**7**

**SECTIONS**  
1/4"=1'-0"

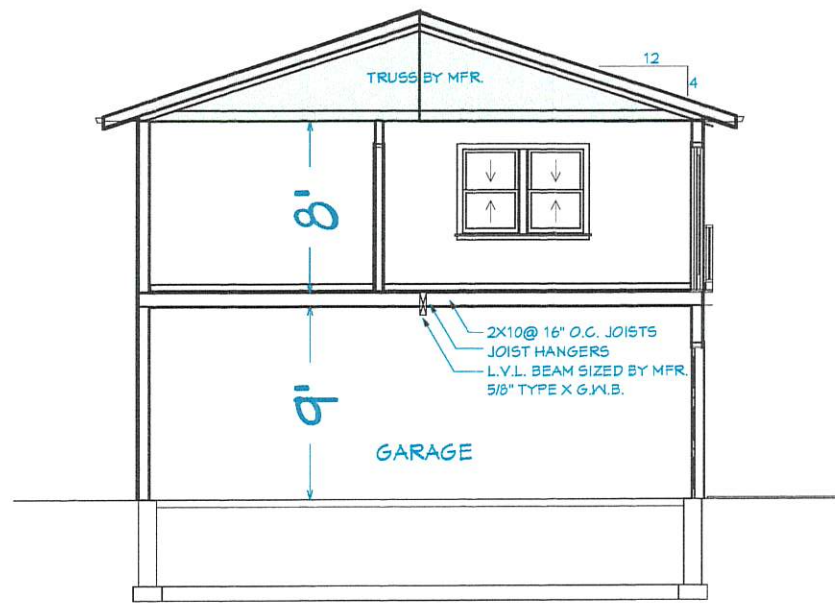
*Liam Design*  
WILLIAM HAHN 167 S. MAIN STREET  
262-893-9846 DOUSMAN, WI 53118  
LIAMDESIGN01@GMAIL.COM

THOMAS & KAITLIN ESSMAN  
11444 N. BLUNTROCK  
MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION



SECTION B/B



SECTION C/C

DATE:  
6/20/25

SHEET:  
8

CROSS SECTIONS 1/4"=1'-0"

*Liam Design*  
WILLIAM HAHN 167 S. MAIN STREET  
262-893-9846 DOUSMAN, WI  
LIAMDESIGN01@GMAIL.COM 53118

THOMAS & KAITLIN ESSMAM  
11444 N. BLUNTROCK  
MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION

WINDOW SCHEDULE										DOOR SCHEDULE									
NO.	SYMBOL	TYPE	UNIT	QTY	DATE	DESCRIPTION	FINISH	NO.	SYMBOL	TYPE	UNIT	QTY	DATE	DESCRIPTION	FINISH				
F01		1518A	1	1	1518A	2170"1"		001		1005	1	2	1005 L R EX	127"93"	EXT. SLIDR GLASS PANEL	27x127x125" (2)			
F02		2030H	1	1	2030H	2570"1"		002		1870	1	1	1870	147"93"	GARAGE-GARAGE DOOR C-005	27x127x200" (2)			
F03		2040H	2	1	2040H	2570"1"		003		285	1	1	285 L IN	327"82 1/2"	HINGED DOOR F04	27x97"85" (2)			
F04		2140H	1	2	2140H	2870"1"		004		285	1	1	285 R IN	327"82 1/2"	HINGED DOOR F04	27x97"85" (2)			
F05		2040H	2	2	2040H	2870"1"		005		285	1	2	285 L IN	327"82 1/2"	HINGED DOOR F04	27x97"85" (2)			
F06		5014F	2	1	5014F	6170"1"		006		285	1	2	285 L EX	65 1/4"x82 1/2"	EXT. FOGKET-DOOR F04	27x97"85 1/4" (2)			
								007		285	1	2	285 R EX	65 1/4"x82 1/2"	EXT. FOGKET-DOOR F04	27x97"85 1/4" (2)			
								008		305	1	1	305 L EX	397"85"	EXT. HINGED DOOR E21	27x97"41" (2)			
								009		305	1	1	305 R EX	397"85"	EXT. HINGED DOOR E21	27x97"41" (2)			
								010		305	1	2	305 L EX	397"85"	EXT. HINGED DOOR E21	27x97"41" (2)			
								011		505	1	1	505 R EX	627"85"	EXT. SLIDR-GLASS PANEL	27x97"85" (2)			
								012		505	1	2	505 L EX	627"85"	EXT. SLIDR-GLASS PANEL	27x97"85" (2)			
								013		505	2	2	505 R IN	627"82 1/2"	SLIDR DOOR F04	27x97"85" (2)			

### ELECTRICAL - DATA - AUDIO LEGEND

SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fans: Ceiling Mounted, Wall Mounted
	Ceiling Mounted Light Fixtures: Surface/Pendant, Recessed, Heat Lamp, Low Voltage
	Wall Mounted Light Fixtures: Flush Mounted, Wall Sconce
	Chandelier Light Fixture
	Fluorescent Light Fixture
	240V Receptacle
	110V Receptacles: Duplex, Weather Proof, GFCI
	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
	Switches: Dimmer, Timer
	Audio Video: Control Panel, Switch
	Speakers: Ceiling Mounted, Wall Mounted
	Wall Jacks: CAT5, CAT5 + TV, TV/Cable
	Telephone Jack
	Intercom
	Thermostat
	Door Chime, Door Bell Button
	Smoke Detectors: Ceiling Mounted, Wall Mounted
	Electrical Breaker Panel

Attachment: BOA Essman Application (10520 : Essman Application)

DATE: 6/20/25

## SCHEDULES LEGENDS

SHEET: 9

1st Floor  
 WILLIAM HAHN  
 262-893-9846  
 LIAMDESIGN01@GMAIL.COM

*Liam Design*

167 S. MAIN STREET  
 DOUSMAN, WI  
 53118

THOMAS & KAITLIN ESSMAM  
 11444 N. BLUNTROCK  
 MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION





11333 N. Cedarburg  
 Road Mequon,  
 Wisconsin 53092  
 Phone: (262) 236-  
 2924  
 Fax: (262) 242-9819

www.ci.mequon.wi.us

Office of Community Development

June 25, 2025

Thomas Essmann  
 11444 N. Buntrock Ave.  
 Mequon, WI 53092

Dear Mr. Essmann,

I am writing to inform you that your building permit application for a garage addition with second floor living space at 11444 N. Buntrock Ave. is denied because the proposed addition does not meet the technical requirements of the R-4 zoning district outlined in Section 58-249 of the Mequon Code of Ordinances (attached). Specifically, the technical requirements of the district not met are as follows:

- Side-yard offset requirement of 15' (10' 4" proposed) \*
- 15% maximum lot coverage (19.8% proposed).

\*Due to the average lot width not meeting the minimum requirements of the R-4 district, the 20' side yard offset requirement is reduced to 15' per Section 58-416(e)(3)(a) (attached).

You may revise your building permit application to meet the above noted technical standards and resubmit your application.

Alternatively, the permit application, as proposed, would require two (2) variances to the Mequon Code of Ordinances subject to approval by the City Board of Appeals before it could advance to the Architectural Review Board or permitting. For information regarding the Board of Appeals variance process, please contact the City Clerk's office at (262)236-2914.

Respectfully,

**Greg Golden**

Greg Golden  
 Building Inspections Supervisor

cc: C&C Contracting [info@candccontracting.com](mailto:info@candccontracting.com)

**Sec. 58-249. Technical requirements of residential districts.**

(a) Generally, Table 58-249 sets forth the technical requirements for each residential zoning district.

Table 58-249	R-1									
	Estate Lot Design	Conservation	R-1B	R-2	R-2B	R-3	R-4	R-5	R-6	RM
Minimum Lot Size	5.0 acres (217,800 sq. ft.)	0.75 acres (32,670 sq. ft.)	2.5 acres (108,900 sq. ft.)	2.0 acres (87,120 sq. ft.)	1.5 acres (65,340 sq. ft.)	1.0 acre (43,560 sq. ft.)	0.75 acres (32,670 sq. ft.)	0.5 acres (21,780 sq. ft.)	1.0 acre (43,560 sq. ft.)	One-bedroom units, 6,000 square feet (i.e., 7.26 units per acre)

Attachment: BOA Essman Application (10520 : Essman Application)

Two-bedroom units, 7,000 square feet (i.e., 6.2 units per acre)  
Three-bedroom units, 10,000 square feet (i.e., 4.35 units per acre)

Density	N/A	One dwelling per five acres	N/A	N/A	N/A	N/A	N/A	N/A	Four units per acre	N/A
Minimum Living Area										
Single-family dwelling units	1,800 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,800 sq. ft.	1,400 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,400 sq. ft.	N/A	N/A
One-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,000 sq. ft.	900 sq. ft.
Two-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,200 sq. ft.	1,100 sq. ft.
Three-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,400 sq. ft.	1,300 sq. ft.
Maximum Building Height*										
Dwelling Height	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.
Accessory Structures	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Minimum Average Lot Width and Minimum Average Lot Length	300 ft.	N/A	200 ft.	200 ft.	175 ft.	150 ft.	130 ft.	120 ft.	150 ft.	150 ft.
Minimum Building Setbacks										
Local Streets	100 ft.	See text	50 ft.	75 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 feet (planning commission may vary to no less than 25 feet)
Expressways---Freeways	100 ft.	See text	200 ft.	75 ft.	200 ft.	200 ft.	200 ft.	200 ft.	100 ft.	100 ft.
Primary Arterials	100 ft.	See text	100 ft.	75 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.
Secondary Arterials	100 ft.	See text	80 ft.	75 ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.
Local Arterials	100 ft.	See text	70 ft.	75 ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.
Minimum Building Offset										
Generally,	30 ft.	30 ft.	25 ft.	30 ft.	25 ft.	20 ft.	20 ft.	20 ft.	20 ft. (side); 35 ft. (rear)	15 ft.
Building or structures housing livestock	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	N/A	N/A	N/A
Maximum Lot Coverage Percentage	5%	10%	10%	10%	15%	15%	15%	20%	30%	30%

**Sec. 58-416. - Building and structure location.**

**(3) Offset exceptions.**

a. In the case of any lot of record which has a minimum average width less than that required by the district in which it is located, the offset from a side lot line may be reduced proportionally to the ratio of the actual minimum average width and the required minimum average width (i.e. actual width/required width) provided, however, that no offset shall in any case be less than 75 percent of the required offset.

G:\Inspections\Forms-Form Letters\Release

Attachment: BOA Essman Application (10520 : Essman Application)



Attachment: BOA Essman Application (10520 : Essman Application)



11333 N. Cedarburg Road  
 Mequon, WI 53092-1930  
 Phone: 262-242-3100  
 Fax: 262-242-9655

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Office of Inspections

**TO: Board of Appeals**  
**FROM: Greg Golden, Building Inspections Supervisor**  
**DATE: August 7, 2025**  
**SUBJECT: Request for Variances at 11444 N Buntrock Ave.**

**Background:** The appellant is requesting two variances to construct a garage and living space addition to the existing single-family dwelling.

**Variance #1:**

The appellant is requesting a side yard offset variance to Section 58-238 R-4 Single Family Suburban Residential District.

Per Table 58-249 Technical Requirements of Residential Districts, the R-4 zoning district requires the following (see R-4 column of Exhibit A):

- Required side yard offset = 15’\*
- Proposed side yard offset = 10’ 4”

\*Required side yard offset of 20’ is reduced to 15’ using 58-416(e)(3)(a) offset exception:

***Sec. 58-416. - Building and structure location.***

***(3) Offset exceptions.***

*a. In the case of any lot of record which has a minimum average width less than that required by the district in which it is located, the offset from a side lot line may be reduced proportionally to the ratio of the actual minimum average width and the required minimum average width (i.e. actual width/required width) provided, however, that no offset shall in any case be less than 75 percent of the required offset.*

**Variance #2:**

The appellant is requesting a maximum lot coverage variance to Section 58-238 R-4 Single Family Suburban Residential District.

Per Table 58-249 Technical Requirements of Residential Districts, the R-4 zoning district requires the following (see R-4 column of Exhibit A):

- Maximum lot coverage = 15%
- Proposed lot coverage = 19.8%
- Current lot coverage = 17.8%

**Analysis:**

Per Section 58-41 of Chapter 58, Zoning Code, the Board of Appeals shall determine if such variance will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in practical difficulty or unnecessary hardship so that the spirit of this chapter shall be observed, public safety and welfare secured, and substantial justice done.

**Variance #1:**

The appellant's building permit application includes a survey (exhibit E) confirming a proposed side yard offset of 10' 4" from the north property line. Staff researched the appellant's claim that "neighboring properties immediately to the south currently have structures within the required offset, demonstrating that similar conditions have been accommodated in the immediate area". There are three properties immediately to the south of 11444 N. Buntrock Avenue:

1. 11440 N. Buntrock Ave.: meets offset requirements (see exhibit B).
2. 11430 N. Buntrock Ave.: violates offset requirements but was permitted when built in 1947 (see exhibit C).
3. 6408 W. Division St.: violates offset, variance granted in 1985 based on a grade hardship (see exhibit D).

The applicant also states that a hardship exists due to the narrowness of the lot. As noted above, this hardship is addressed in the Code of Ordinances under Section 58-416 and already allows for a 25% reduction to the required side yard offset.

**Variance #2:** The maximum lot coverage requirements for the R-4 zoning district of 15% assume a minimum lot size of .75 acres; the appellant's property is .21 acres. The closest zoning district to this size is the R-5 zoning district with a .5 acre minimum lot size and allows 20% lot coverage. Section 58-249(c)(2) allows for adjustments to maximum lot coverage in the R-1 through R-3 zoning districts:

*58-249(c)(2) If a property is in the R-1 through R-3 zoning districts and the property is smaller than the minimum lot size for the zoning district in which it is located, the maximum lot coverage percentage shall be the percentage applicable to the zoning district with a minimum lot size smaller than, but closest in size to, the property.*

**Staff Recommendations:**

**Variance #1:** Staff recommends denial of the variance for a reduction to the side yard offset due to lack of hardship that is not self-created. Another option offered to the applicant is to pursue an agreement with the owner of 11452 N. Buntrock Ave. as outlined in Section 58-416(e)(3)(c):

*c. The required offset area on one property may be reduced if the offset area on the adjoining property is increased by deed restriction to include the required offset area plus the equivalent amount of offset area resulting from the adjacent reduction.*

**Variance #2:** Staff would support granting a variance to the maximum lot coverage requirement provided a revised application that complies with the required offsets is submitted. It is

reasonable to apply the special maximum lot coverage standards in Section 58-249(c)(2) in this situation and allow a maximum lot coverage of 20% despite the property being in the R-4 district.

In staff's opinion, a revised application, compliant with the required offsets could return to the Board of Appeals for action on variance #2 or the Board could take action on variance #2, subject to condition(s) related to a plan compliant with all other standards, including offsets.

Attachments:

- Exhibit A (DOCX)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)
- Exhibit E (PDF)

## EXHIBIT A

### Sec. 58-249. Technical requirements of residential districts.

(a) *Generally.* Table 58-249 sets forth the technical requirements for each residential zoning district.

Table 58-249	R-1									
	Estate Lot Design	Conservation	R-1B	R-2	R-2B	R-3	R-4	R-5	R-6	RM
Minimum Lot Size	5.0 acres (217,800 sq. ft.)	0.75 acres (32,670 sq. ft.)	2.5 acres (108,900 sq. ft.)	2.0 acres (87,120 sq. ft.)	1.5 acres (65,340 sq. ft.)	1.0 acre (43,560 sq. ft.)	0.75 acres (32,670 sq. ft.)	0.5 acres (21,780 sq. ft.)	1.0 acre (43,560 sq. ft.)	One-bedroom units, 6,000 square feet (i.e., 7.26 units per acre) Two-bedroom units, 7,000 square feet (i.e., 6.2 units per acre) Three-bedroom units, 10,000 square feet (i.e., 4.35 units per acre)
Density	N/A	One dwelling per five acres	N/A	N/A	N/A	N/A	N/A	N/A	Four units per acre	N/A
Minimum Living Area										
Single-family dwelling units	1,800 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,800 sq. ft.	1,400 sq. ft.	1,800 sq. ft.	1,600 sq. ft.	1,400 sq. ft.	N/A	N/A
One-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,000 sq. ft.	900 sq. ft.
Two-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,200 sq. ft.	1,100 sq. ft.

Attachment: Exhibit A (10519 : Essman Variance)

Three-bedroom units	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,400 sq. ft.	1,300 sq. ft.
Maximum Building Height*										
Dwelling Height	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.	42 ft.
Accessory Structures	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Minimum Average Lot Width and Minimum Average Lot Length	300 ft.	N/A	200 ft.	200 ft.	175 ft.	150 ft.	130 ft.	120 ft.	150 ft.	150 ft.
Minimum Building Setbacks										
Local Streets	100 ft.	See text	50 ft.	75 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 feet (planning commission may vary to no less than 25 feet)
Expressways—Freeways	100 ft.	See text	200 ft.	75 ft.	200 ft.	200 ft.	200 ft.	200 ft.	100 ft.	100 ft.
Primary Arterials	100 ft.	See text	100 ft.	75 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.	100 ft.
Secondary Arterials	100 ft.	See text	80 ft.	75 ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.	80 ft.
Local Arterials	100 ft.	See text	70 ft.	75 ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.	70 ft.
Minimum Building Offset										
Generally,	30 ft.	30 ft.	25 ft.	30 ft.	25 ft.	20 ft.	20 ft.	20 ft.	20 ft. (side); 35 ft. (rear)	15 ft.
Building or structures housing livestock	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	50 ft.	N/A	N/A	N/A

Attachment: Exhibit A (10519 : Essman Variance)

Maximum Lot Coverage Percentage	5%	10%	10%	10%	15%	15%	15%	20%	30%	30%
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\* See section 58-418(d)

(b) *Explanations.* As used in Table 28-248:

- (1) Minimum living area shall be measured from the outside of exterior walls (excluding cellars, basements, open porches, breezeways, garages, and other spaces that are not used frequently or during extended periods for living, eating, or sleeping purposes).
- (2) Minimum building setback shall be measured from the ultimate right-of-way line of each public street, road, or highway which abuts the subject property.
- (3) Minimum building offset shall be measured from each side and rear lot line other than a lot line subject to a minimum building setback.
- (4) Maximum lot coverage percentage shall be the percentage of a property covered by buildings and structures.

# EXHIBIT B

3.a.1.2.b

SHEET 1 OF 1

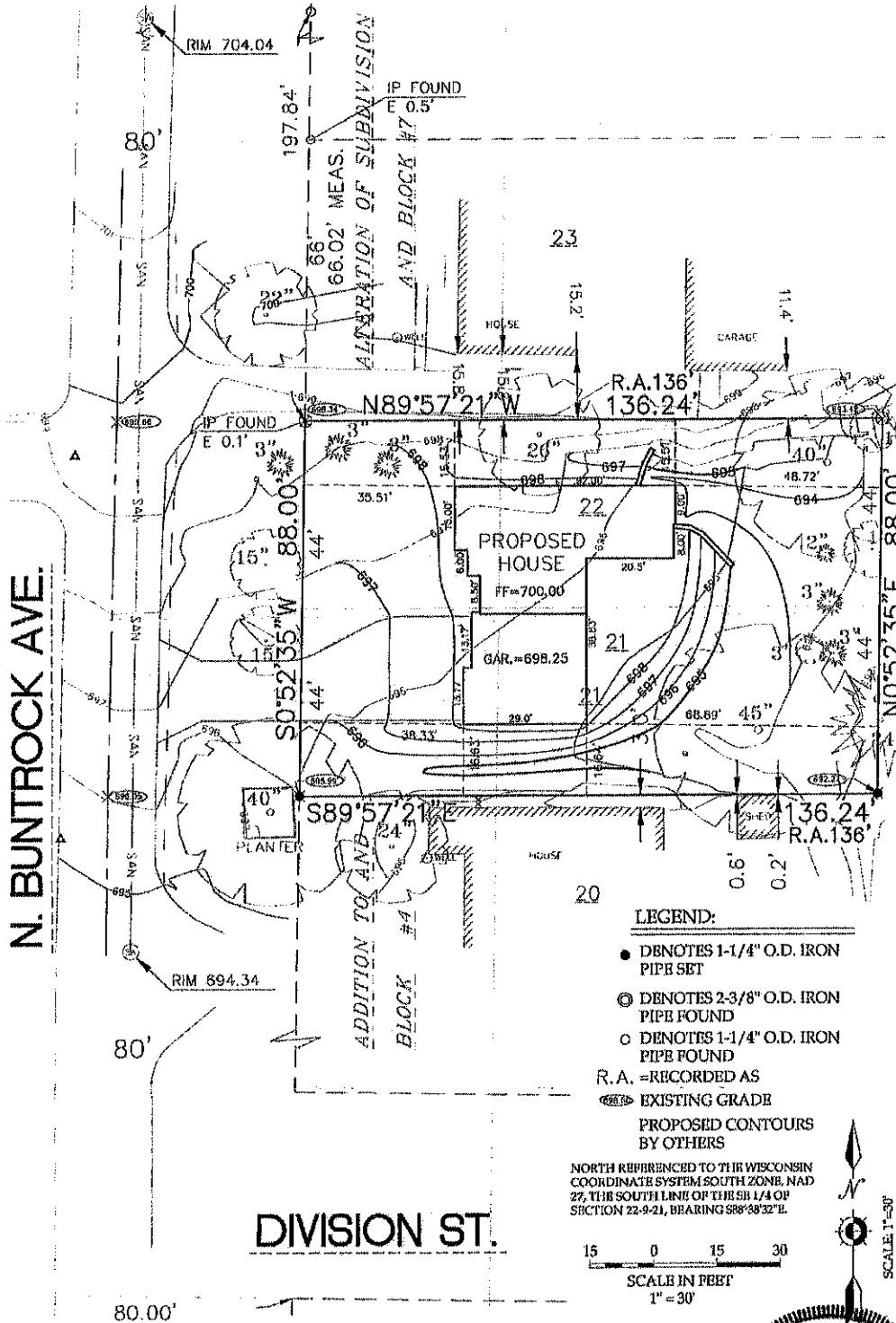
FOR: Rodney & Kimberlie Weekley

## PLAT OF SURVEY

Lot 21, Block 7 of the Addition to and alteration of Subdivision Blocks 4 and 7 of the Thiensville Realty Company's Plat to the Village of Thiensville and Town (Now City) of Mequon, being a Subdivision of Part of the SE 1/4 of Section 22, Town 9 North, Range 21 East, Village of Thiensville, Ozaukee County, Wisconsin.

AND Also

Lot 22 in Block 7 of the Addition to and alteration of Blocks 7 of the Plat of the Thiensville Realty Company's Plat to the Village of Thiensville and Town (Now City) of Mequon, being a Subdivision of Part of the SB 1/4 of Section 22, Town 9 North, Range 21 East, Village of Thiensville, Ozaukee County, Wisconsin.



### LEGEND:

- DBNOTES 1-1/4" O.D. IRON PIPE SET
- ⊙ DENOTES 2-3/8" O.D. IRON PIPE FOUND
- DENOTES 1-1/4" O.D. IRON PIPE FOUND
- R.A. = RECORDED AS
- ⊖ EXISTING GRADE
- ⊕ PROPOSED CONTOURS BY OTHERS

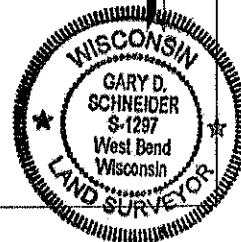
NORTH REFERENCED TO THE WISCONSIN COORDINATE SYSTEM SOUTH ZONE, NAD 27; THE SOUTH LINE OF THE SE 1/4 OF SECTION 22-9-21, BEARING S88°38'32"E.



STATE OF WISCONSIN  
MILWAUKEE COUNTY) s.s.

I hereby certify that I have made a survey of the land shown and described hereon and that this plat of survey is a correct representation of the boundaries of the land surveyed. This survey is made for the exclusive use of the present owner.

Dated this 20th day of January, 2009. *Gary D. Schneider*  
Gary D. Schneider S-1297



S:\Site\Design\The Brewery Project\080311 Buntrock Home\Survey\080311DN.dwg 1/20/2009 2:09 PM

Attachment: Exhibit B (10519 : Essman Variance)

# EXHIBIT C

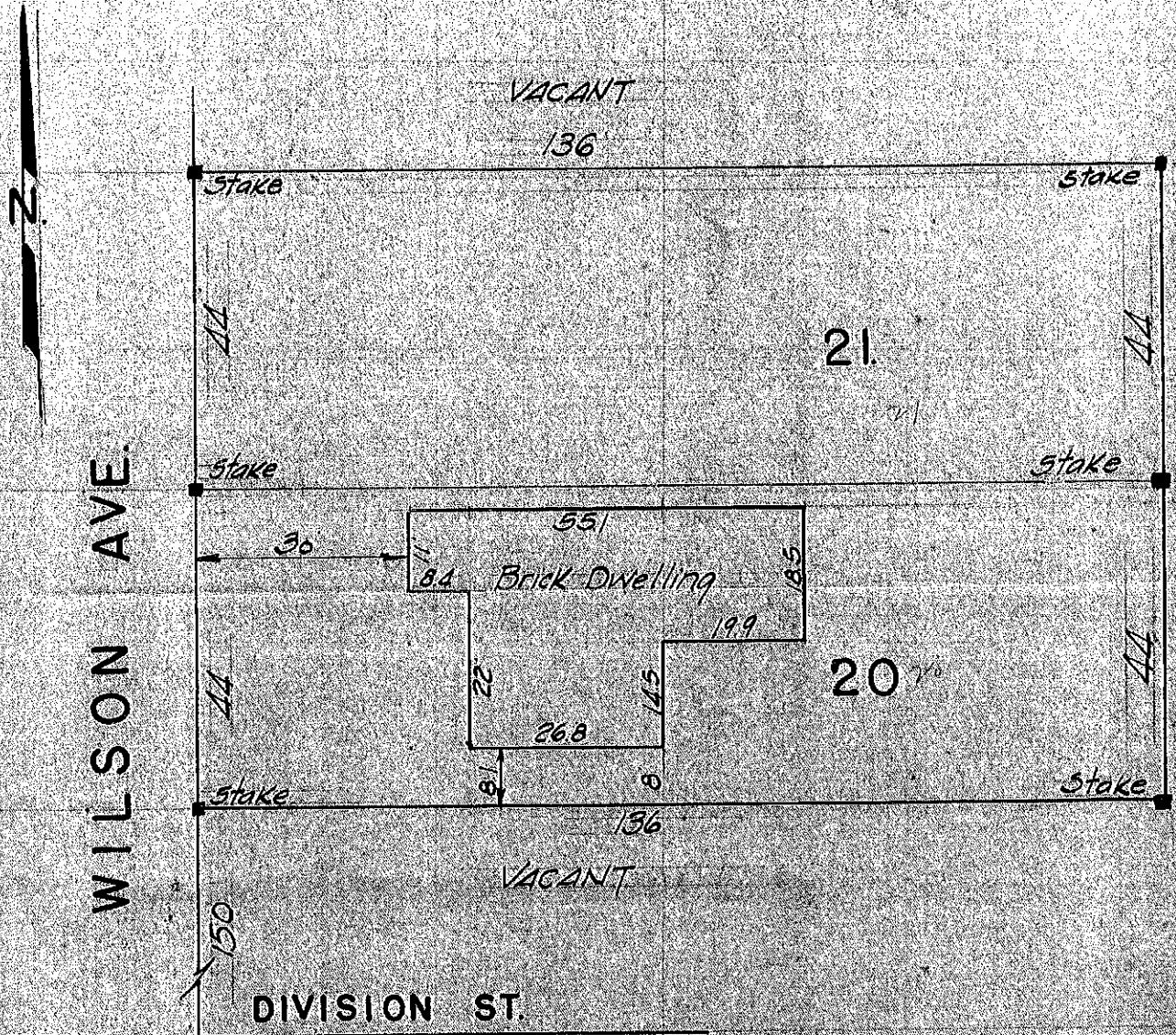
823 W. ATKINSON AVENUE  
PHONE CONCORD 3782  
MILWAUKEE

**HAROLD W. WARD**  
ENGINEER AND SURVEYOR  
MILWAUKEE 6, WISCONSIN  
OZAUKEE COUNTY SURVEYOR  
**PLAT OF SURVEY**

22-9-21  
THIENSVILLE, WISCONSIN  
THIENSVILLE 869

3.a.1.2.c

PROPERTY AT WILSON AVE. (OWNER)  
LEGAL DESCRIPTION LOTS 20 AND 21, BLOCK 7, ADDN TO AND ALTERATION OF  
BLOCKS 4 AND 7, THIENSVILLE REALTY CO. SUBD. IN THE S.E. 1/4 OF SEC. 22  
T. 9N. R. 21E. VILLAGE OF THIENSVILLE WIS SCALE 1"=20'



State of Wisconsin,  
County of Milwaukee

SS.

I hereby certify that on the 21st day of May 1947 I have surveyed the property described above according to the official records and that the above plat is a correct representation of the boundary lines and measurements and the principal lines and measurements of all buildings and other structures thereon.

Plat No. 47-503

Signed Harold W. Ward  
Engineer and Surveyor

Packet Pg. 30

Attachment: Exhibit C (10519 : Essman Variance)

## CITY OF MEQUON

11333 N. CEDARBURG ROAD 60 W.  
MEQUON, WISCONSIN 53092

PHONE 414/242-3100

November 14, 1985

Steve C. Rippl  
6408 W. Division Street  
Mequon, WI 53092

Dear Mr. Rippl:

The Board of Appeals of the City of Mequon, Ozaukee County, Wisconsin, rendered the following decision at a meeting held on November 13, 1985:

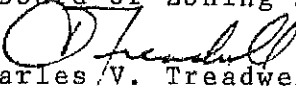
"Member Porter moved in the matter of the petition of Steven C. Rippl appealing the denial of a building permit for construction of a detached garage 9 feet from the east lot line (18.13 feet required) at 6408 W. Division St., Mequon, the Board of Appeals having heard and duly considered the evidence in public hearing on November 13, 1985, finds and determines as follows:

1. Petitioner proposes to construct a detached garage which will be the principal garage serving the residence, the existing attached garage being insufficient in size for reasonable use.
2. The only other available location for a detached garage in conformity with the east line offset requirement would adversely affect the view from a family room window and would adversely affect use of a patio door, would be adversely affected by the grade of the property and would create a cumbersome access route.
3. The proposed structure would enhance the value of the property and would not adversely affect the value of adjoining properties.

Accordingly, the Board concludes that hardship and practical difficulty have been established and the variance requested is hereby granted.

Seconded by Member Konig and passed unanimously by acclamation (Members Callen, Frazier, Kachel, Konig and Porter voting)."

The privileges granted by this decision must be exercised within six (6) months of the date of filing (November 14, 1985) hereof by the owner or applicant of the property affected by obtaining a building permit for the proposed construction.

Respectfully,  
CITY OF MEQUON  
Board of Zoning Appeals  
  
Charles V. Treadwell, Secy.

CVT:lmr

PLAT OF SURVEY

**BADGER**  
**Planning & Development**  
**Services, Inc.**

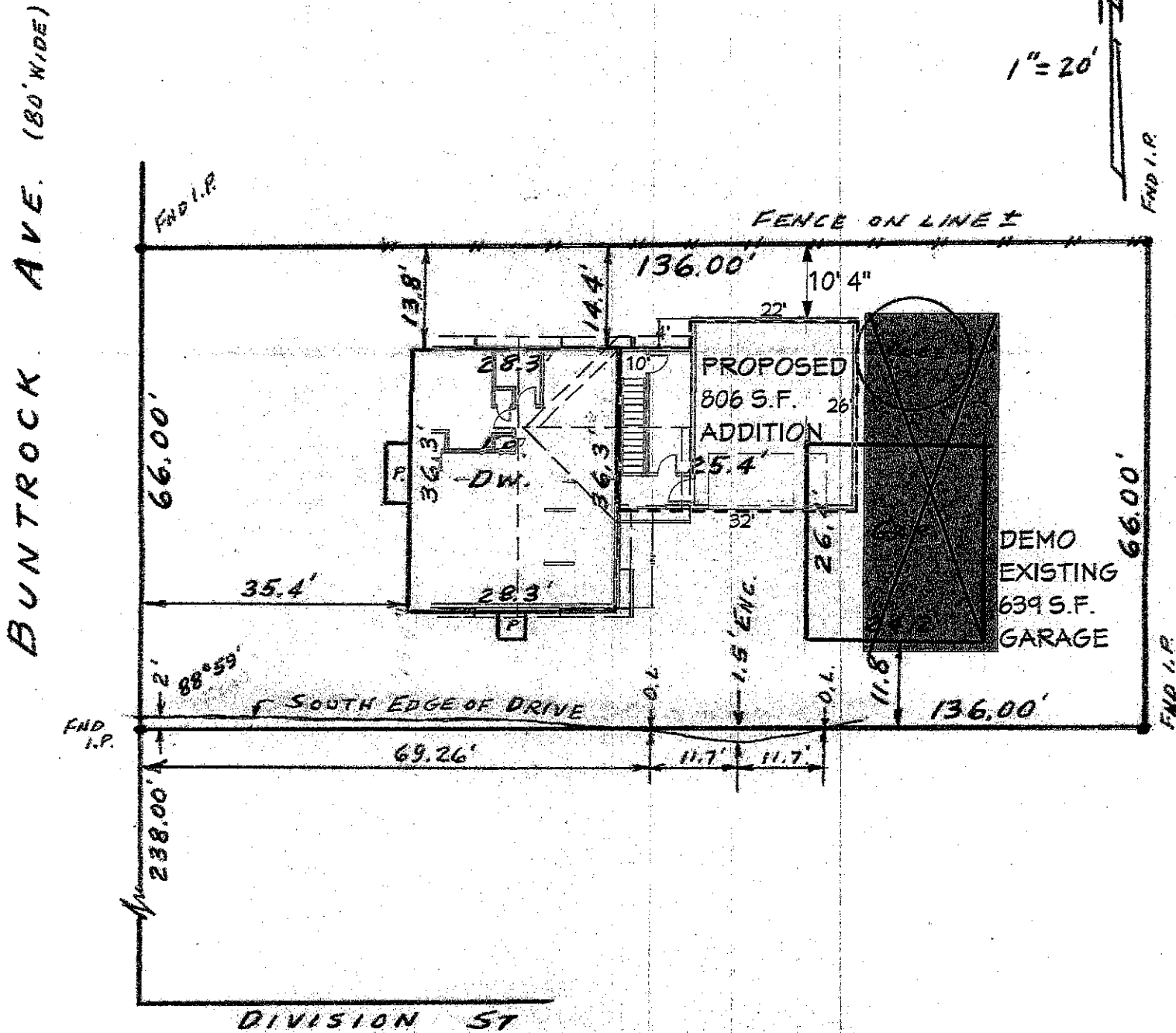
7970 N. 47th Street  
 Brown Deer, WI 53223  
 (414) 354-9080

James N. Dollhausen, AICP  
 President

Clarence H. Piepenburg, RLS  
 Chief Surveyor

PROPERTY AT 11444 Buntrock Avenue, Timothy J. Deppisch OWNER

LEGAL DESCRIPTION: Lot 23 and the South 1/2 of Lot 24, all in Block 7, in ADDITION TO AND ALTERATION OF SUBDIVISION of Blocks 4 and 7 of the TRIENSVILLE REALTY COMPANY PLAT TO VILLAGE OF TRIENSVILLE and the Town of Mequon (Now the City of Mequon), Ozaukee County, Wisconsin, in the Southeast 1/4 of Section 22, Township 9 North, Range 21 East.



"I have surveyed the above-described property, and the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and dimensions of all structures thereon, fences, apparent easements, roadways and visible encroachments.

This survey is made for the exclusive use of the present owners of the property; also those who purchase, mortgage, or guarantee the title thereto, within one year from date hereof.

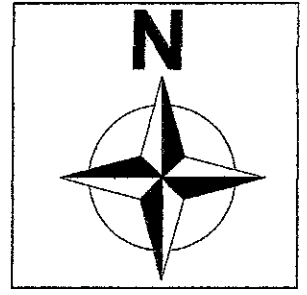
Prepared For Timothy J. Deppisch  
 at Brown Deer, Wisconsin this 17th Day of December 19 86

Plat No. A86-722 Signed Clarence H. Piepenburg  
 Registered Land Surveyor

## SITE WITH PROPOSED ADDITION

THOMAS & KAITLYN ESSMAM  
 11444 N. BUNTROCK  
 MEQUON, WI

REVISION TABLE			
NUMBER	DATE	REVISED BY	DESCRIPTION



EET  
 WI  
 118

Attachment: Exhibit E (10519 : Essman Variance)

**BOARD OF APPEALS ADMINISTRATIVE APPEAL**  
**APPLICATION**

3.b.3.a

CITY OF MEQUON, WISCONSIN

Applicant: Jim and Lauren Schreiner Address: 2633 W Lake Isle Dr  
City/zip: Mequon, WI 53092

Owner: same as above Address: same as above  
City/zip: \_\_\_\_\_

Contact Person/Name: Jim Schreiner

Phone Number: 262-212-7098 Email: jandls7@aol.com

**TO THE BOARD OF APPEALS:**

The above hereby requests an appeal to a decision made by:

Mequon City Attorney Brian Sajdak and Mequon Building Inspections Supervisor Greg Golden

*(please list the City Department or Board/Commission/Committee whose decision you are appealing)*

**APPLICANT MUST PROVIDE:**

Application form  
\$250 filing fee

**1 copy each of the following documents**

1. Copy of denial letter if any, or a description of the denial
2. Letter explaining the reason for the appeal

FOR OFFICE USE ONLY	
Receiving Officer: <u>Carolyn Ink</u>	Received Date: <u>7/17/25</u>
Parcel #: <u>151360066000</u>	Hearing Date: <u>8-7-25</u>
Zoning District: <u>R-3 PUD</u>	Receipt #:
Alderman & District #: <u>D2 Tolocko</u>	Published: <u>7/24/25</u>

c: Notice of scheduled hearing to DISTRICT ALDERPERSON, OWNER(S) OF RECORD as listed in the Office of the Assessor and all parcels in the City of Mequon as per state statute and City of Mequon Communication Policy.

G: Board of Appeals:FORMS:FORM\_Administrative\_Application.doc

Attachment: Schreiner application (10521 : Schreiner Application)



**From:** Greg Golden GGolden@cityofmequonwi.gov  
**Subject:** 2633 W. Lake Isle Dr.  
**Date:** June 24, 2025 at 3:27 PM  
**To:** jandls7@aol.com  
**Cc:** asmith@excelcontractor.com, Kimberly Tollefson KTollefson@cityofmequonwi.gov

Good afternoon,

Please see attached denial letter regarding your building permit application for a sunroom addition at 2633 W. Lake Isle Dr.

Thank you,



**Greg Golden**  
**Building Inspections Supervisor**  
City of Mequon  
Master Electrician  
11333 N. Cedarburg Rd. | Mequon, WI 53092  
262-236-2921 | [ggolden@cityofmequonwi.gov](mailto:ggolden@cityofmequonwi.gov)  
**Central Scheduling: (262)236-2930**

**Please Note:** The City of Mequon is transitioning its website and email addresses to [cityofmequonwi.gov](http://cityofmequonwi.gov). Emails sent to/from the City's prior [ci.mequon.wi.us](http://ci.mequon.wi.us) addresses will forward to the new cityofmequonwi.gov domain through January 31, 2026. Please update your records accordingly.

2633 W. Lake  
Isle Dr..docx

Attachment: Schreiner application (10521 : Schreiner Application)



11333 N. Cedarburg Road  
 Mequon, Wisconsin 53092  
 Phone: (262) 236-2924  
 Fax: (262) 242-9819

[www.ci.mequon.wi.us](http://www.ci.mequon.wi.us)

Office of Community Development

June 24, 2025

Jim Schreiner  
 2633 W. Lake Isle Dr.  
 Mequon, WI 53092

Dear Mr. Schreiner,

I am writing to inform you that the building permit application for a sunroom addition at 2633 W. Lake Isle Drive has been denied. The proposed addition is located outside the unit area of the condominium and therefore not permitted according to the condominium declaration. Pursuant to an opinion of the City Attorney, we are unable to allow for the expansion of a unit beyond the location identified on the condominium plat.

Pursuant to Section 58-41, you may appeal an order, requirement, decision, or determination made by an administrative official or body in the administration, which you believe to be an erroneous interpretation or application of the law. An appeal may be taken by the aggrieved person within 30 days of the order, requirement, decision, or determination, by filing a notice of appeal with the City Clerk on the prescribed form specifying the grounds for the appeal and paying the prescribed fee.

Respectfully,

*Greg Golden*

Greg Golden  
 Building Inspections Supervisor

cc: Excel Custom Decks [asmith@excelcontractor.com](mailto:asmith@excelcontractor.com)

Attachment: Schreiner application (10521 : Schreiner Application)

City of Mequon, Wisconsin

Date: July 15, 2025

Subject: Board of Appeals Administrative Appeal Application  
Denial of building permit for Schreiner, 2633 West Lake Isle Drive,  
Mequon

To whom it may concern,

I, Jim Schreiner on behalf of my wife and I, am requesting a review by the Appeals Board, reviewing the City's denial of a building permit for 2633 W Lake Isle Dr., Mequon. The denial was issued by the City attorney, Brian Sajdak and forwarded through Building Inspections Supervisor, Greg Golden. We believe an error has been made in interpreting and applying the law in this case and request that the denial be rescinded and the building permit issued.

Our understanding of the City Attorney's reasoning for denial comes from:

- A. The denial letter which states that "the proposed addition is located outside the unit area of the condominium and therefore not permitted according to the condominium declaration".
- B. A second e-mail communication (copy attached), directing us to our association's articles of declaration, limited common elements defined on pg A-8 and unit foundation drawings in Exhibit B, pgs A-38/39.
- C. A conversation with the the City Attorney and Greg Golden in which the attorney stated, and I'm paraphrasing, that he interprets that the law has evolved to require the articles of declaration to incorporate language specifically granting the the HOA board authority to approve additions outside the unit areas. He interprets that our articles do not specifically provide for that authority and, indicated that one way for us to proceed, would be to amend our articles to specifically provide authorization to our HOA board.
- D. E-mail communications with Brian Sajdak (copy attached) that further clarifies his interpretation that enclosing Limited Common Elements that are attached to the unit constitutes a conversion of Common Element to Unit and requires specific authority in the articles of declaration.

We believe that our HOA board does have the authority to authorize additions into the Limited Common Elements based on state statute, reaffirmed in our Articles of Declaration and confirmed by the City's prior recognition of that authority spanning decades, exemplified by the prior city attorney's opinion of 1986 and the precedence of approved construction throughout our association complex.

Attachment: Schreiner application (10521 : Schreiner Application)

In support of our position, we offer the following:

We draw your attention to statute 703.13(5M) Improvements to Limited Common Elements: The statute provides that “a unit owner may improve, including the enclosure of, the Limited Common Elements....” as long as the conditions established in the statute are met.

Our HOA board, elected by our homeowners to represent our association has been provided with plans for the addition; has visited the site and affirmed that the boundaries of the addition fall within the existing Limited Common Elements space (attaching a photo); has obtained approval from neighboring unit owners; has met in an open meeting and discussed the proposed addition, concluding that the transition of Limited Common Elements to Unit was a net benefit to the association; further issuing their approval for the addition. The board’s actions are consistent with the statutory language set forth in 703.13(5M) specific to Improvements to Limited Common Elements. I am attaching a copy of the board approval and copies of neighboring property owner approvals. We believe the board has acted properly to meet the requirements of the statute.

For decades, the City of Mequon has recognized first the LVP developer’s authority, and then the HOA board’s authority to authorize additions outside the unit area plat lines into the Limited Common Elements. Both during original construction and over the years, our developer/HOA board have approved additions and the city has recognized their approval and permitted the additions. Confirmation of the city’s recognition is provided in the then city attorney’s opinion of 1986 (copy attached) and in the multiple approvals from the city for additions within our complex, the last being around 2010. The laws that granted this authority in the past and established many cases of precedence, have not changed to the best of our knowledge.

Authority for the board to control additions and construction in the common areas is not only codified in statute but referenced in the Declaration of Condominium Ownership of the Lakes of Ville du Parc, specifically:

- A. Pg. A-20, Article IX, section 1 (copy attached) provides board authority over many items in the common elements and specifically includes “exterior additions”
- B. Pg A-12, Article V, section 3 (copy attached) includes the sentence “Nothing shall be altered on, constructed or removed from the common elements except upon the prior written consent of the association”.

We recognize that these references do not specifically grant authority to the board to approve additions into Limited Elements, however, the mention of “exterior additions”

and new "construction" demonstrates the original intent to include this authority. At the time these articles were created, it was understood that the association already had authority over unit additions. When viewed through the lens of time and original intent, the above referenced articles demonstrate that the Declaration recognized the Association's authority.

Municipal Code Section 58-40 Architectural Board (copy attached), provides guidance for the city in dealing with homeowner groups. The code recognizes that homeowner associations have covenants and restrictions, and the city should not inject itself into enforcing these covenants, rather leaving it to the private property owners to resolve issues. In this case, the HOA board representing the property owners has followed proper statute procedures and, believing it to be a net benefit to the homeowner community, reached a conclusion to authorize the addition. The City's own code guides it to recognize the HOA authority and allow the addition.

Before concluding, I would also like to add that the city's change of course, away from prior decisions and precedence, to no longer recognize the HOA board authority, could have a negative impact on not only our association but much of Mequon's condominium community. I bring this up because it is not clear to us what public is being served by this reversal. After consulting 3 attorneys, we are not aware of any changes in statute or case law that would prompt the city to reverse course, we do not see how the citizens are served and our homeowner association, having decided the addition to be a net benefit, is not being served.

In conclusion, it is our belief that Wisconsin statute provides authority to our HOA board to authorize additions to units that extend into common elements to include Limited Common Elements. That our board has followed the statute and looked out for the interests of our association. That prior city attorney opinion and historical precedent show the city of Mequon has for a long time recognized the authority of our HOA board to authorize additions into limited common area. That municipal code would direct the city to continue to recognize the HOA board authority. Finally, we are not aware of any changes in statute or case law, that would alter the status quo that has served the city well for decades. For reasons noted above, we are requesting the Board of Appeals to reverse the denial and instruct that a building permit be issued, subject to appropriate reviews.

Jim and Lauren Schreiner

**From:** Greg Golden GGolden@cityofmequonwi.gov  
**Subject:** RE: 2633 W. Lake Isle Dr.  
**Date:** June 25, 2025 at 9:46 AM  
**To:** jandls7@aol.com  
**Cc:** asmith@excelcontractor.com



Attached is the condominium association declaration approved in 1984. The limited common element is defined on page A-8; the unit areas are in Exhibit B, pages A-38/39.



**Greg Golden**  
Building Inspections Supervisor  
City of Mequon  
Master Electrician  
11333 N. Cedarburg Rd. | Mequon, WI 53092  
262-236-2921 | [ggolden@cityofmequonwi.gov](mailto:ggolden@cityofmequonwi.gov)  
Central Scheduling: (262)236-2930

**Please Note:** The City of Mequon is transitioning its website and email addresses to [cityofmequonwi.gov](http://cityofmequonwi.gov). Emails sent to/from the City's prior [ci.mequon.wi.us](http://ci.mequon.wi.us) addresses will forward to the new cityofmequonwi.gov domain through January 31, 2026. Please update your records accordingly.

**From:** Greg Golden  
**Sent:** Tuesday, June 24, 2025 3:27 PM  
**To:** jandls7@aol.com  
**Cc:** asmith@excelcontractor.com; Kimberly Tollefson <KTollefson@cityofmequonwi.gov>  
**Subject:** 2633 W. Lake Isle Dr.

Good afternoon,

Please see attached denial letter regarding your building permit application for a sunroom addition at 2633 W. Lake Isle Dr.

Thank you,



**Greg Golden**  
Building Inspections Supervisor  
City of Mequon  
Master Electrician  
11333 N. Cedarburg Rd. | Mequon, WI 53092  
262-236-2921 | [ggolden@cityofmequonwi.gov](mailto:ggolden@cityofmequonwi.gov)  
Central Scheduling: (262)236-2930

**Please Note:** The City of Mequon is transitioning its website and email addresses to [cityofmequonwi.gov](http://cityofmequonwi.gov). Emails sent to/from the City's prior [ci.mequon.wi.us](http://ci.mequon.wi.us) addresses will forward to the new cityofmequonwi.gov domain through January 31, 2026. Please update your records accordingly.

Attachment: Schreiner application (10521 : Schreiner Application)

- (c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;
- (d) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;
- (e) Areas set aside for storage of maintenance equipment;
- (f) Installations for providing central services such as power, light, gas heating and cold water;
- (g) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

**Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES:** The Limited Common Elements and Facilities are all porches, patios, walkways and driveways which service one Unit shall be a part of the Common Elements. Each Unit Owner shall be entitled to the exclusive use and possession of that Porch, patio, walkway and driveway, direct access to which is provided for his respective Unit, and which is or are located outside of and adjoining his respective Unit.

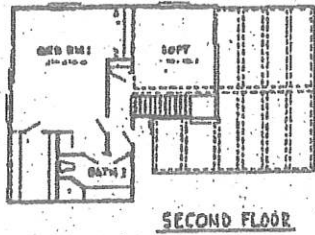
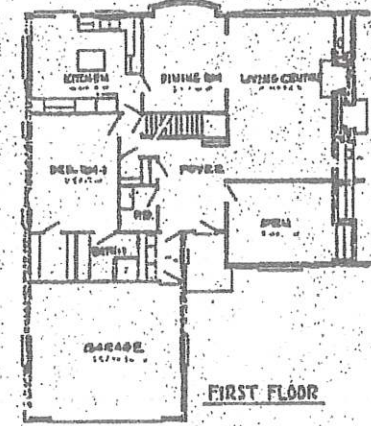
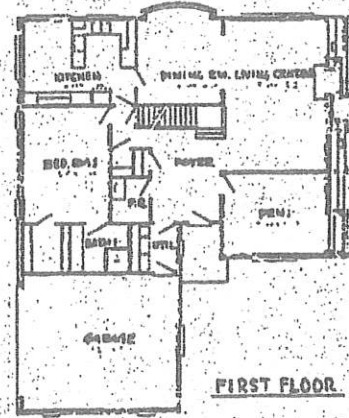
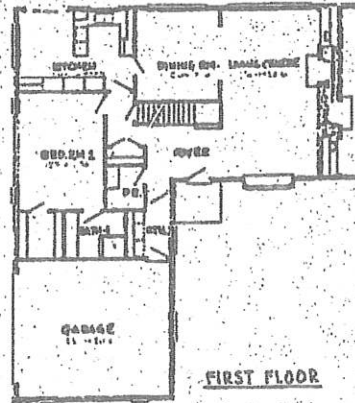
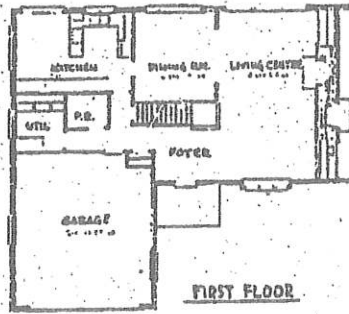
**Section 4. RESTRICTIONS IN USE OF COMMON ELEMENTS:**

- (a) That portion of the common elements which are described in Exhibit A-2 are subject to an Open Space Easement dated May 24, 1984 and recorded with the Register of Deeds for Ozaukee County, Wisconsin on May 24, 1984 in Volume 509 of Records, on Pages 146-152, Document No. 350532. Such Open Space Easement provides in pertinent part:

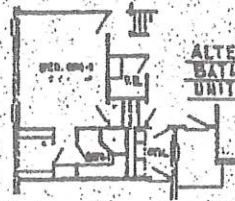
"1. Uses Permitted for Land Described on Exhibit B (Exhibit A-2 herein): The land described on Exhibit A (Exhibit A-2 herein) shall be used only for (a) aesthetic, recreational and cultural enjoyment, and the convenience of residents of the Ville du Parc area, including their occasional guest; (b) drainage course; (c) installation as inconspicuously as possible of sewer, water, gas, electrical, telephone and other utility lines, television antenna and related facilities to serve or aid in the maintenance or operation of The Lakes and/or surrounding territory; (d) a country club now known as Ville du Parc Country Club, which provides such services and facilities and conducts such operations as are from time to time customarily provided or conducted by similar

DECLARATION

SHEET NO. 7 OF 8

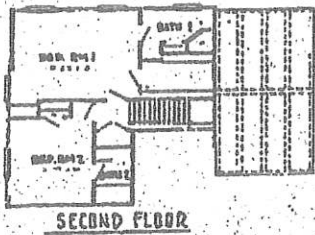


NOTE:  
SEE SHEET 8 OF 8  
FOR APPROXIMATE  
ROOM DIMENSIONS

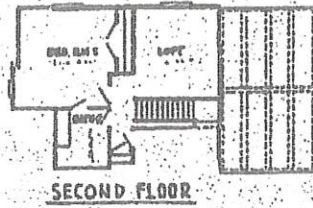


# THE LAKES OF VILLE DU PARC

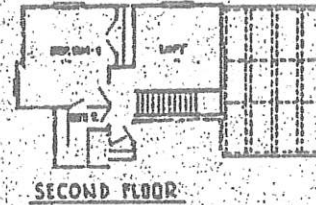
CITY OF MEQUON, GRAUKEE COUNTY, WISCONSIN



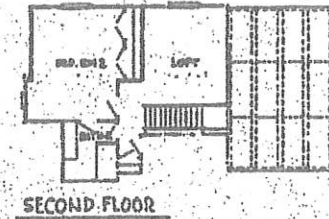
MODEL-85/100  
1816 SQ. FT.



MODEL-85/200  
2112 SQ. FT.



MODEL-85/300  
2254 SQ. FT.



MODEL-85/400  
2405 SQ. FT.

EXHIBIT B

PAGE A-38

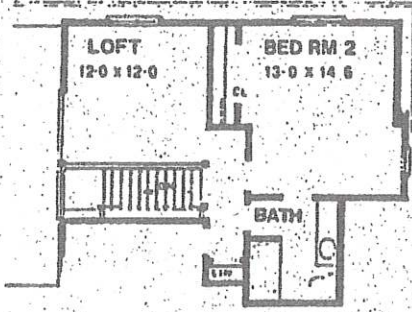
Attachment: Schreiner application (10521 : Schreiner Application)

VOL 520 PAGE 631  
DECLARATION

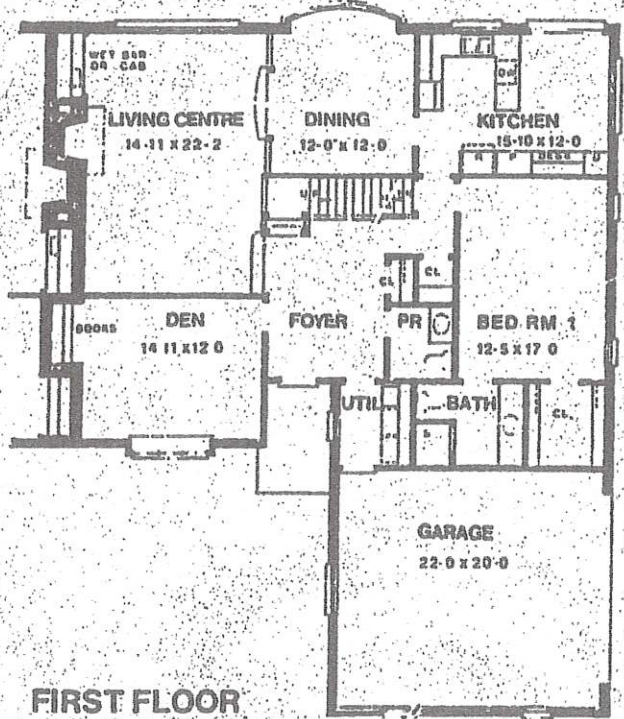
SHEET NO. 6 OF 8

# THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



SECOND FLOOR  
564 SF



FIRST FLOOR  
1769 SF

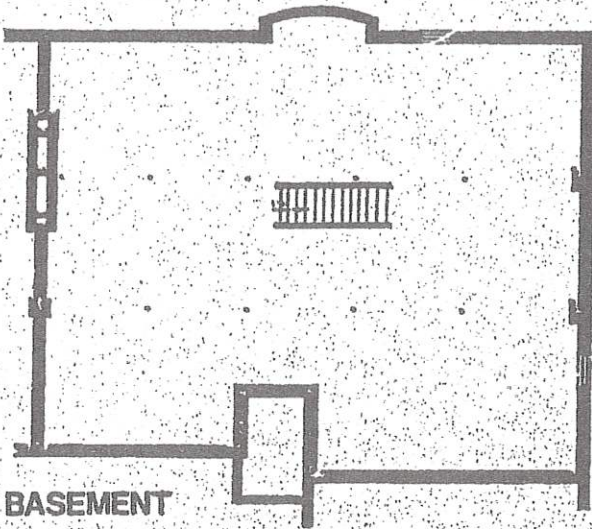


EXHIBIT B

Attachment: Schreiner application (10521 : Schreiner Application)

**From:** JIM SCHREINER <[jandis7@aol.com](mailto:jandis7@aol.com)>  
**Sent:** Thursday, July 10, 2025 12:47 PM  
**To:** Brian C. Sajdak <[bsajdak@staffordlaw.com](mailto:bsajdak@staffordlaw.com)>; [GGolden@cityofmequonwi.gov](mailto:GGolden@cityofmequonwi.gov)  
**Subject:** [External] - IMPORTANT - Schreiner Sunroom addition, 2633 W Lake Isle Dr.

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

Thank you for taking the time the other day to answer my questions and offer your insights on how we may find a way to proceed.

Following our meeting I approached members of our HOA board, to include the President, to discuss your suggestion of our association amending our HOA articles of declaration, to include language that would authorize them to control construction in the common areas.

Suffice it to say, the board feels their authority to control construction in the common areas is already in the HOA articles.

Prior to filing what may be an unnecessary appeal, I would ask that you take a few moments to review a couple of sections within our HOA articles.

First, we reference page A-20, Article IX, section 1. which establishes the Architectural Control Committee (made up of the HOA board) and gives them control over "exterior additions and alterations".

We interpret this to mean that the articles were written to allow for "exterior additions" and give the HOA board control

Second, we refer you to Page A-12, Article V, section 3a. Use of Common Elements.

Again, it seems that those who drafted the articles intended for the HOA board to have authority to approve construction including in the common areas.

Finally, I would like to note that our planned new construction footprint falls within the boundaries of our existing deck and as such does not extend beyond the current Limited Use Common Elements of our unit. In other words, it does not extend into the generally recognized Common Elements.

In summary, it is our position that the articles already give our HOA board the authority to approve/deny "exterior additions" and "construction" in the Common Elements areas, that the HOA board has, in many past cases, acted with this authority to approve additions that were then approved by the city and that the board has performed their duty in this case to protect the homeowners by reviewing our project and issuing an approval. Given the above, we ask that you reconsider our building permit application and advise of your position, if possible, prior to July 17th, which is the date that we need to file an appeal for it to be included on the August meeting agenda. Again, thanks for your time and consideration.

Jim Schreiner  
 262-212-7093

Attachment: Schreiner application (10521 : Schreiner Application)

**From:** JIM SCHREINER <[jandls7@aol.com](mailto:jandls7@aol.com)>  
**Sent:** Wednesday, July 16, 2025 7:42 AM  
**To:** Brian C. Sajdak <[bsajdak@staffordlaw.com](mailto:bsajdak@staffordlaw.com)>  
**Cc:** [GGolden@cityofmequonwi.gov](mailto:GGolden@cityofmequonwi.gov)  
**Subject:** Re: [External] - IMPORTANT - Schreiner Sunroom addition, 2633 W Lake Isle Dr.

Thanks Brian for the feedback and clarifying your interpretation.

It seems to me that this is a change from past interpretation of the law since there are many examples at our condo and others within Mequon of these enclosed additions being approved by the city.

Would you please share with me what statute change or case law has come forward that would bring about this change?

I know condo addition permit applications probably don't come up every day but would you please provide me an approximation how many times this new interpretation has been applied in Mequon and over what period of time?

Again, thank you for your insights and trying to work through this.

Jim Schreiner

On Jul 15, 2025, at 3:25 PM, Brian C. Sajdak <[bsajdak@staffordlaw.com](mailto:bsajdak@staffordlaw.com)> wrote:

Jim:

I am happy to have had the opportunity to talk with you directly. I've reviewed your documents and consulted with a few of my colleagues about the issue. My conclusion is that the sections you have cited are inapplicable to the issue at hand. In the case of the Architectural Control Committee, that Committee reviews only the external design of units and limited common elements. While their approval is required, that approval does not constitute the approval of conversion of limited common element to unit area. Similarly, the discussion of approval of things within the common elements does not constitute approval of conversion from common element to unit area. As I indicated in our discussion, the issue is that the declaration specifically identifies a number of possible features as limited common element (porches, patios, walkways and driveways) – all of which are things that are not fully enclosed. A sunroom, as proposed here, is not listed as a possible limited common element, and is fully-enclosed. That enclosure makes the sunroom part of the unit by definition. Allowing the conversion of common element to unit means that the respective ownership shares are negatively impacted. Thus, an amendment to the plat and/or declaration to clarify the ability to make such conversion is required as doing so ensures that all interested parties accept the possibility of a change in their ownership interest.

Brian

Brian C. Sajdak  
 Stafford Rosenbaum LLP  
[bsajdak@staffordlaw.com](mailto:bsajdak@staffordlaw.com) | 414-982-2859 | 608-690-1031 [V-Card](#)

Attachment: Schreiner application (10521 : Schreiner Application)

On Jul 16, 2025, at 8:56 AM, Brian C. Sajdak <[bsajdak@staffordlaw.com](mailto:bsajdak@staffordlaw.com)> wrote:

Jim:

I have been the City Attorney for nearly 11 years, and this is the first time I can recall being asked about a situation like this where there is common element being converted to unit. I have had one or two instances where there was a question about extended limited common elements (e.g., enlarging a patio/deck) and in those cases the Declaration, like yours, allowed the Condo Association to approve such expansion. Prior to that, I would have no way of knowing whether my predecessors were ever asked and provided an opinion unless they issued a formal legal opinion. I have the Clerk's office looking to see if there are any such opinions.

With respect to the law, I am unaware of any "change" that has taken place, as the concepts I have relied on are, I believe, long standing.

If I had to speculate, in the case of those instances where enclosed additions were approved I think that such approval was either the result of: (a) the declaration specifically allowing it to be approved by the Condo Association; (b) being approved by staff without asking the underlying legal question of whether it should; or possibly (c) the result of some variance application to the Board of Appeals based upon some hardship, although I think this would be the least likely reason.

Brian

Brian C. Sajdak  
Stafford Rosenbaum LLP  
[bsajdak@staffordlaw.com](mailto:bsajdak@staffordlaw.com) | [414-982-2859](tel:414-982-2859) | [608-690-1031](tel:608-690-1031) | [V-Card](#)

Attachment: Schreiner application (10521 : Schreiner Application)

**From:** JIM SCHREINER <jandls7@aol.com>  
**Subject:** Re: [External] - IMPORTANT - Schreiner Sunroom addition, 2633 W Lake Isle Dr.  
**Date:** July 17, 2025 at 9:25:29 AM CDT  
**To:** "Brian C. Sajdak" <bsajdak@staffordlaw.com>

Thank you for providing this material. It is helpful in clarifying your position but I guess we are going to have to agree to disagree.

It seems to me, based on the prior city attorney opinion and the history of city approvals of additions in our HOA, that when the articles were drafted was already assumed that the association had the authority. Perhaps that is why it is only referenced in the articles. For what it's worth, I think that reading our prior referenced sections of the declaration, through the lens of the time in which they were drafted, shows an original intent to grant authority to the HOA board.

I can also tell you that our board has discussed the issue of the "reassignment" of Limited Elements to Unit space and has concluded that, in this case, it is not a negative for our homeowners, rather, probably an intangible positive. This seems relevant to your position so if it would be helpful, I can ask our president to confirm this in writing.

Regards,  
Jim Schreiner

Attachment: Schreiner application (10521 : Schreiner Application)

**From:** Brian C. Sajdak bsajdak@staffordlaw.com  
**Subject:** RE: [External] - IMPORTANT - Schreiner Sunroom addition, 2633 W Lake Isle Dr.  
**Date:** July 16, 2025 at 4:43 PM  
**To:** JIM SCHREINER jandls7@aol.com  
**Cc:** GGolden@cityofmequonwi.gov

The Clerk's office located a 1986 opinion from then-City Attorney John Meyer in which he answered the question of "can the Architectural Board approve additions to condominiums, and is the city liable for approving the encroachment of a building into the common areas of a development?" That opinion, which I have attached, concludes that there is no liability for the City if the "Board architecturally approves a structure which encroaches on common areas." He notes that enforcement of respective rights within a condominium development is generally left to the association. I suspect that this opinion may be the cause of some of the other expansions you have noted.

While I agree that the City would have no liability if such an encroachment would be approved, I do not agree that ownership lines should not be reviewed by the City when approving structures. Quite frankly, doing so results in identifying issues on the front end when they can hopefully be addressed in a more cost-effective manner by all parties involved rather than after significant expense has been incurred building a structure. This has been the City's position for the entire course of my tenure, as evidenced by the requirement for a property survey for most building permits. The City would not approve an encroachment over a property line in a non-condominium setting. The same would apply here where the unit lines set those boundaries.

I would note that the situation presented in that opinion is another great example of a declaration that provides express flexibility to the Association to approve expansions – including an express provision for an "expansion area."

Brian

Brian C. Sajdak  
 Stafford Rosenbaum LLP  
[bsajdak@staffordlaw.com](mailto:bsajdak@staffordlaw.com) 414-982-2859 608-690-1031 [V-Card](#)

**From:** Brian C. Sajdak  
**Sent:** Wednesday, July 16, 2025 8:57 AM  
**To:** JIM SCHREINER <jandls7@aol.com>  
**Cc:** GGolden@cityofmequonwi.gov  
**Subject:** RE: [External] - IMPORTANT - Schreiner Sunroom addition, 2633 W Lake Isle Dr.

Jim:

I have been the City Attorney for nearly 11 years, and this is the first time I can recall being asked about a situation like this where there is common element being converted to unit. I have had one or two instances where there was a question

Attachment: Schreiner application (10521 : Schreiner Application)

PREVIOUS CITY  
ATTY OPINION

January 16, 1986

Mr. James E. Duwe  
Building Inspector  
City of Mequon  
11333 N. Cedarburg Road  
Mequon, Wisconsin 53092

Dear Jim:

The following is in response to your letter dated January 7, 1986.

The condominium declarations, which you provided to me, make it clear that additions into the limited common area were contemplated. However, in my opinion, it is not incumbent upon the Architectural Board to determine where ownership lies, or what the relative rights are within a condominium development. If a condominium owner does something contrary to the by-laws of his association, enforcement is up to the association, not the City. To do otherwise, would require the City to monitor every association agreement extant, which is neither practical or desirable.

In short, I see no liability attaching to the City if the Board architecturally approves a structure which encroaches on common areas.

Very truly yours,

Joan A. Meyer  
Mequon City Attorney

JAM:ak

cc: D. A. Roensch

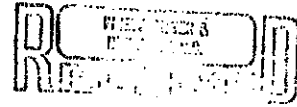
Attachment: Schreiner application (10521 : Schreiner Application)

## CITY OF MEQUON

11333 N. CEDARBURG ROAD 60 W.  
MEQUON, WISCONSIN 53092

PHONE 414/242-3100

January 7, 1986



JAN 9 1986

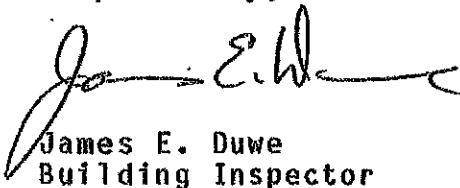
John Meyer, City Attorney  
Prieve, Meyer & Nestigen  
1042 E. Juneau Avenue  
Milwaukee, WI 53202

Dear John:

The Architectural Board at their meeting on January 6, 1986 denied approval of a sun-room addition to the two family condominium at 1430 W. Westport Circle. The denial was based on not knowing if the addition was legally proper, because the condominium owner does not "own" the property or land around the home. The owner has joint ownership along with the homeowner in the development. The question is, can the Architectural Board approve additions to condominiums, and is the city liable for approving the encroachment of a building into the common areas of a development?

Enclosed are parts of the Cedar Ridge Condominium Agreement, pertaining to this problem.

Respectfully,

  
James E. Duwe  
Building Inspector

JED:js

Enclosures

Attachment: Schreiner application (10521 : Schreiner Application)

has access are shown on the survey and set of floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant, 10140 North Port Washington Road, Mequon, Wisconsin 53092.

(b) The boundaries of each unit shall consist of that part of each building as follows:

(i) The vertical or parametrical boundaries of the unit shall be [a] exterior - the plane of the exterior of the outside walls (including the garage door, all other doors and windows) of the building bounding a unit and the vertical plane or planes of the exterior of all portions of the building extending through the roof (e.g., chimneys, dormers, vents) extended to an intersection with the upper and lower boundaries; and [b] interior wall - the center line of the wall separating the two units in each building extended to an intersection with the upper and lower boundaries; and

(ii) The upper boundary of the unit shall be the plane or planes of the exterior of the roof and the horizontal plane or planes of any portions of the building extending through the roof (e.g., chimneys, dormers, vents) and the lower boundary shall be the undersurface of the basement floor or garage floor, as applicable.

(c) Each unit shall contain two or more bedrooms, at least two baths, kitchen, dinette, utility area, attached two-car garage and a full basement. The units will vary in size from approximately 1,400 square feet to approximately 2,500 square feet.

(d) Any utility lines and plumbing equipment located outside of units, and any utility lines and plumbing equipment contained inside the boundaries of a particular unit but which service a different unit, are common elements and shall be repaired and maintained by and at the expense of Cedar Ridge Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace and water heater for each unit are part of the respective unit serviced by said items and shall be repaired and maintained by and at the expense of the unit owner of said unit.

(e) If any portion of the common or limited common elements shall encroach upon any unit, or if any unit

shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall include all of the Condominium except its units and shall include, but not be limited to, the following: land, driveways, private roads, roadside parking spaces, walks, bikeways, the well and water system servicing the Condominium, pumphouse and ponds. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association. Without limiting the generality of the foregoing, the common elements shall specifically include the following:

(a) Domestic Water Supply. The Association shall operate and maintain, as a common element, a domestic water supply system consisting of a well, pump, pumphouse, mains, laterals, storage reservoir and other equipment and facilities providing for a central system of water distribution for domestic use by all units. All units shall be connected to the domestic water supply system. Water provided by this domestic water supply system may be used only for interior, household purposes such as bathing, cooking, cleaning, drinking, laundry, sanitary sewage disposal and the watering of interior plants. Water provided by this domestic water supply system may not be used for exterior purposes such as watering of lawns, shrubs, flowers or vegetables, car washing or exterior house cleaning. The City of Mequon may, if necessary, use water from the domestic water system as a secondary source of water for fire protection within the Condominium and the Association shall make no charge of any kind, type or description against the City for any water so used, nor shall the City be liable for any assessments for the maintenance of the domestic water system. In the event the City of Mequon or a public

### 5. Description of Limited Common Elements.

(a) The following common elements are permanently assigned to and limited to the use of units as follows (the "limited common elements"):

(i) The driveway servicing each unit (extending from the unit garage door to the private road) as shown on the Condominium Plat;

(ii) The land area surrounding each unit as shown on the Condominium Plat (the "yard"); and

(iii) All walks, lighting fixtures, trees, shrubs and any other plants, fixtures or structures located within each unit's yard.

(b) Each unit owner shall have the right, subject to the prior approval of plans by the Design Review Committee (if then established pursuant to the By-Laws of the Association; otherwise, by the Board of Directors of the Association), to construct and attach an enclosed porch to the rear of his unit. Such porch must be located entirely within the unit's yard and shall be a limited common element appurtenant to the unit to which it is attached, to be maintained and repaired by and at the expense of the unit owner.

6. Declarant's Right to Modify Units. Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a unit during the construction of such unit provided, however, that Declarant may not cause the unit to be located outside of or exceed the boundaries of the area surrounding each unit which is indicated on the Condominium Plat as the "Unit Expansion Area". In the event Declarant exercises its rights with respect to any unit, Declarant shall file an amendment to the Condominium Plat with the Register of Deeds of Ozaukee County showing the exact location, size and floor plans of the modified unit. As each unit is constructed, any portion of the Unit Expansion Area surrounding a unit which becomes occupied by a unit shall become a part of such unit. Any portion of the Unit Expansion Area which does not become occupied by a unit shall be a part of the yard appurtenant to each unit as a limited common element.

Section 14. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the Property (including the planting of trees and shrubs in any portion of the common or limited elements) without the prior written approval of the Design Review Committee, described below, except that a unit owner may plant flowers or ground covering plants within five feet of the exterior walls of his unit without such prior approval. The provisions of this section shall not apply to units owned by the Declarant until such units shall have been conveyed by the Declarant. The Board of Directors and the Association shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements.

Section 15. Architectural and Design Control.

(a) A Design Review Committee consisting of three or more persons shall be appointed by the Board of Directors and shall be responsible to the Board. Until such time as the Board of Directors appoints the members of the Design Review Committee, the Board shall serve as such Committee. As long as Declarant owns one or more units in the Condominium, Declarant may, at Declarant's option, serve as a member of the Design Review Committee. The Design Review Committee shall regulate the external design and appearance of the units and the design, appearance and location of improvements to the common areas and limited common areas in such a manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and functional utility of the Condominium as a place to live, including a harmonious relationship among structures, vegetation and topography.

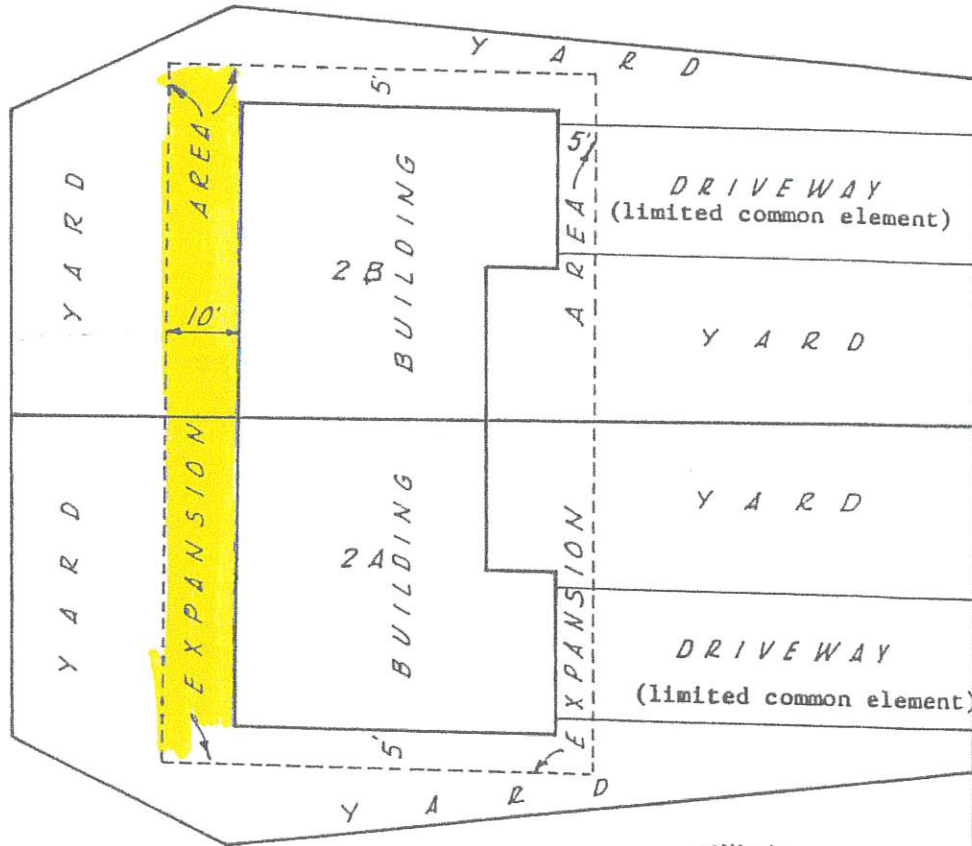
(b) Except as otherwise specifically provided in the Declaration or these By-Laws, and except with respect to the construction of units and the improvement of the Property by Declarant, no building, fence, wall, swimming pool, antenna structure or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to a unit or to any other structure or to the ground) shall be commenced,

CEDAR RIDGE CONDOMINIUM

TYPICAL  
UNIT EXPANSION AREA-DRIVEWAY & YARD

SCALE 1" = 20'

NOTE:  
LOTS ABUTTING SANITARY SEWER EASEMENT  
ARE PROHIBITED FROM EXPANSION ON TO EASEMENT



THIS IS AN ORIGINAL PRINT ONLY  
IF SEAL IS IMPRINTED IN RED

Attachment: Schreiner application (10521 : Schreiner Application)

**703.13 Percentage interests.**

- (1) Undivided percentage interest in common elements. Every unit owner owns an undivided percentage interest in the common elements equal to that set forth in the declaration. Except as specifically provided in this chapter, all common elements shall remain undivided. Except as provided in this chapter, no unit owner, nor any other person, may bring a suit for partition of the common elements and any covenant or provision in any declaration, bylaws or other instrument to the contrary is void.
- (2) Rights to common surpluses. Common surpluses shall be disbursed as provided under s. [703.16 \(1\)](#).
- (3) Liability for common expenses. Except for the specially assessed common expenses, the amount of all common expenses shall be assessed as provided under s. [703.16 \(2\)](#).
- (4) Change in percentage interest. The percentage interests shall have a permanent character and, except as specifically provided by this chapter, may not be changed without the written consent of all of the unit owners and their mortgagees. Any change shall be evidenced by an amendment and recorded among the appropriate land records. The percentage interests may not be separated from the unit to which they appertain. Any instrument, matter, circumstance, action, occurrence, or proceeding in any manner affecting a unit also shall affect, in like manner, the percentage interests appurtenant to the unit.
- (5) Alterations within units.
  - (a) A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without permission of the board of directors of the association.
  - (b) Except to the extent prohibited by the condominium instruments, and subject to any restrictions and limitation specified therein, a unit owner acquiring an adjoining or adjoining part of an adjoining unit, may remove all or any part of any intervening partition or create doorways or other apertures therein, even if the partition may in whole or in part be a common element, if those acts do not impair the structural integrity or lessen the support of any portion of the condominium. The creation of doorways or other apertures is not deemed an alteration of boundaries.

**(5m) Improvements to limited common elements.**

- (a) If permitted by the condominium instruments and subject to par. (b) and to any restrictions or limitations specified in the condominium instruments, a unit owner may improve, including the enclosure of, the limited common elements appurtenant exclusively to that owner's unit if all of the following conditions are met:
  1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the condominium, and identifying the project contractor is submitted to the board of directors of the association.
  2. The improvement will not interfere with the use and enjoyment of the units of other unit owners or the common elements or limited common elements of the condominium.
  3. The improvement will not impair the structural integrity of the condominium.
  4. Any change to the exterior appearance of the condominium is approved by the board of directors of the association.
- (b) All costs and expenses of an improvement under this subsection and any increased costs of maintenance and repair of the limited common elements resulting from the improvement are the obligation of the unit owner. The unit owner shall protect the association and other unit owners from liens on property of the association or of other unit owners that otherwise might result from the improvement.

control of a person when outside the Unit of its Owner, shall be walked only in designated open areas and all droppings must be picked up and disposed of by the person in control of such animal.

(e) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linen, cooking utensils, eating utensils, and/or telephone.

**Section 3. USE OF COMMON ELEMENTS:**

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. No clothes line shall be maintained on the Common Elements or Limited Common Elements and same shall not be used for hanging of clothes, rugs or other articles.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale.

(c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Attachment: Schreiner application (10521 : Schreiner Application)

REFERENCED SECTIONS  
OF VILLE DU PARC  
DECLARATION

documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

**Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION:** Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction hereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

**Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES:** The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE IX

### ARCHITECTURAL CONTROL

**Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY:** No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air conditioning equipment shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and

- 
- **Sec. 58-40. - Architectural board.**

(a)

*Purpose.* In order to promote the general welfare, good order and prosperity of the city and to ensure that the physical environment of the city be developed in such a manner as will provide for the maximum degree of aesthetic satisfaction through the preservation and enhancement of the natural and architectural beauty of the city, the city has deemed it necessary to regulate the architecture and appearance of buildings or structures which are constructed, altered, relocated, added to, remodeled or placed within the city. The architectural board (referred to in this section as the board) has been created for the purposes of exercising the powers and performing the duties described in this section. The board is created pursuant to chapter 2, article IX. The creation of the board is not intended to impose a pattern of regimented style or to promote a given architectural style; but is intended to provide for the harmonious and aesthetically pleasing development of the city in such a way as will promote and enhance the value of existing single-family and plex residential structures and buildings and to prevent the construction, alteration or remodeling of single-family and plex residential structures or buildings which would be inconsistent in terms of style, design, size, location orientation and/or materials presently existing within close proximity to the proposed building or structure.

(b)

*Covenants and restrictions.* The city recognizes the existence of private covenants and restrictions which may govern the building, construction or alteration of buildings and structures located within the city. The city further recognizes that such private covenants and restrictions may run with the land and bind all owners of property subjected to such covenants and restrictions. While the city recognizes the existence of such covenants and restrictions, the city has deemed it improper and imprudent to assume the responsibility for the enforcement of the covenants and restrictions, deeming enforcement to be properly determined between private property owners.

(1)

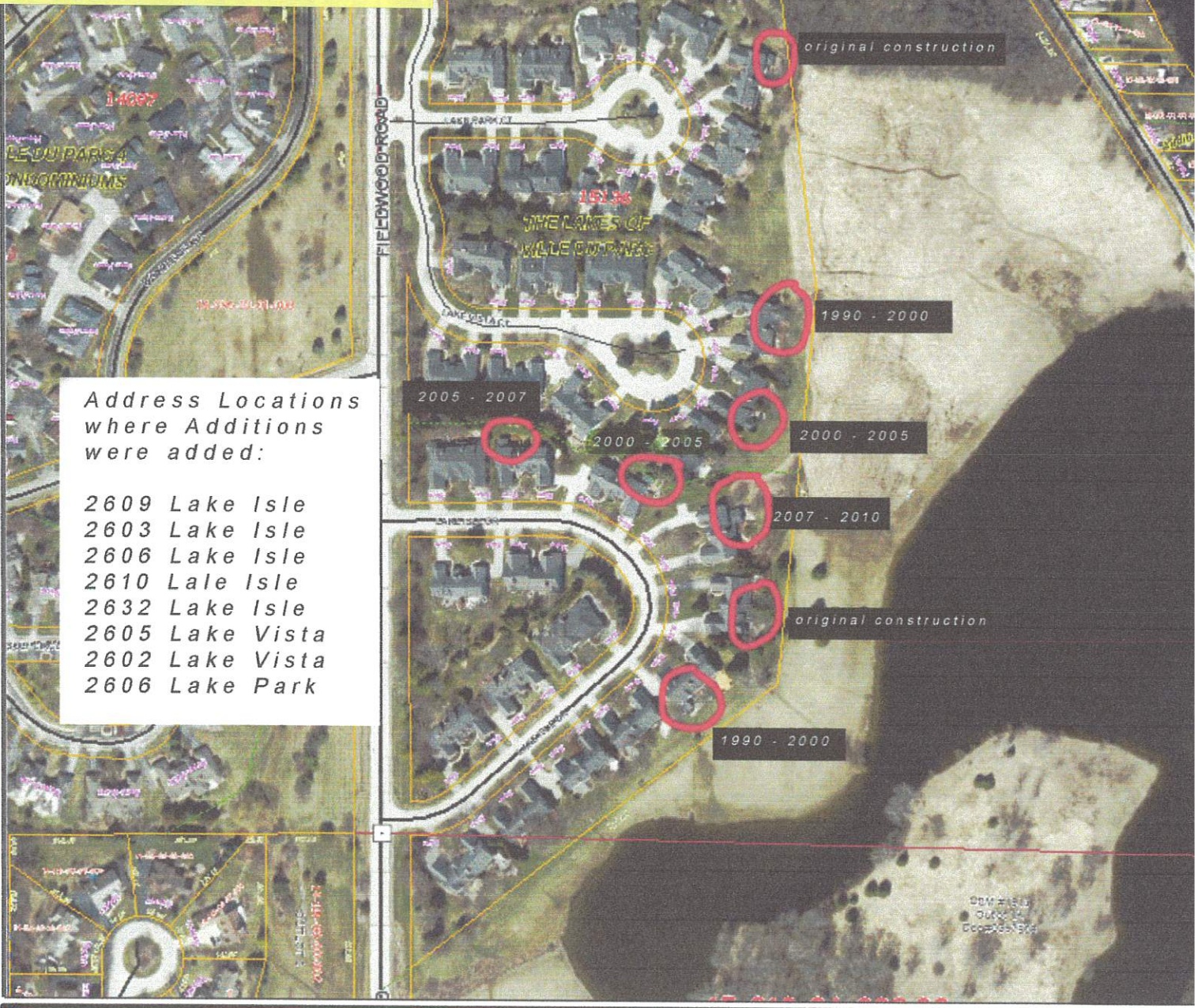
Notwithstanding the foregoing, the city has deemed it appropriate to adopt procedures which provide for the recognition of such covenants and restrictions.

(2)

Where lands within a development or subdivision in the city shall be subject to private covenants and restrictions governing their use or development, the



LOCATIONS WHERE ADDITIONS HAVE BEEN APPROVED AND BUILT



Address Locations where Additions were added:

- 2609 Lake Isle
- 2603 Lake Isle
- 2606 Lake Isle
- 2610 Lake Isle
- 2632 Lake Isle
- 2605 Lake Vista
- 2602 Lake Vista
- 2606 Lake Park

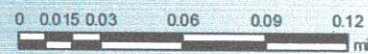
Attachment: Schreiner application (10521 : Schreiner Application)

Legend			
	Tax Parcel		CSM
	Gap		US Highway
	Overlap		State Highway
	Historical Parcel Lines		Town/Public Road
	Assessors Plat		Railroad Centerline
	Plat of Survey		County Road
	Subdivision Plat		Ramp
	Condominium Plat		Private Road
	Cemetery Plat		

Product of the LAND INFORMATION OFFICE

7/15/2025, 7:40:46 AM

7/15/2025, 7:40:46 AM



DISCLAIMER: This map is not a substitute for an actual field survey or onsite investigation. The accuracy of this map is limited to the quality of the records from which it was assembled.



PROPOSED ADDITION  
 APPROVED BY  
 HOA BOARD AND  
 SUBMITTED WITH  
 PERMIT REQUEST

Sheet Index		
Label	Title	Comments
T100	Title Page	
A100	Floor Plan	
A200	Framing Plan	
A300	Elevation	
A400	Demolition Plan	
A500	Details and Notes	
R100	Renderings	

#### GENERAL NOTES:

- CONTRACTORS SHALL ASSUME FULL RESPONSIBILITY, UNRELIEVED BY REVIEW OF SHOP DRAWINGS NOR BY SUPERVISION OR PERIODIC OBSERVATION OF CONSTRUCTION FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING EXCAVATION, SHORING AND SCAFFOLDING, BRACING, ERECTION, FORMWORK, ETC.) FOR COORDINATION OF THE VARIOUS TRADES FOR SAFE CONDITIONS ON THE JOB SITE AND FOR THE PROTECTION OF THE PEOPLE AND PROPERTY AT THE JOB SITE.
- VARIATIONS IN FIELD CONDITIONS RELATIVE TO THE CONTRACT DOCUMENTS SHALL BE REPORTED TO THE CONTRACTOR. WORK SHALL NOT PROGRESS UNTIL WRITTEN PERMISSION FROM THE CONTRACTOR IS OBTAINED.
- THE INFORMATION CONTAINED ON THE DRAWINGS IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL THE SPECIFICATIONS, TRADE PRACTICES, OR APPLICABLE STANDARDS, CODES, ECT., INCORPORATED THEREIN BY REFERENCE, OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.
- OWNER/DESIGNER'S REVIEW OF DRAWINGS PREPARED BY THE CONTRACTORS, SUPPLIERS, ECT., ARE ONLY FOR CONFORMANCE WITH THE DESIGN CONCEPT. CONSTRUCTION SHALL NOT START WITHOUT SAID REVIEW, AND ONLY SHOP DRAWINGS STAMPED BY THE OWNER WILL BE ALLOWED AT THE JOB SITE.
- UNLESS NOTED OTHERWISE, ALL DETAILS, SECTIONS, AND NOTES ON THE DRAWINGS ARE INTENDED TO BE TYPICAL FOR SIMILAR SITUATIONS ELSEWHERE.
- ALL DIMENSIONS ON STRUCTURAL DRAWINGS ARE TO BE CHECKED BY THE CONTRACTOR AGAINST ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR CONFIRMING AND CORRELATING ALL DIMENSIONS ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS AND TRADES.
- SEE ARCHITECTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL OPENINGS, SLEEVES, EQUIPMENT PADS, DEPRESSIONS, CURBS, FLOOR FINISHES, INSERTS, AND OTHER EMBEDDED ITEMS.
- UNLESS OTHERWISE SHOWN OR NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION AND THE PLACEMENT OF ANY INSERTS, HANGARS, PIPE SLEEVES, HOLES OR ANCHORS BOLTS THAT ARE REQUIRED BY THE MECHANICAL OR ELECTRICAL EQUIPMENT.
- THE CONTRACTOR SHALL COMPLY WITH THE LATEST OCCUPATIONAL SAFETY HEALTH ACT REQUIREMENTS.
- ALL CONSTRUCTION SHALL BE PERFORMED IN STRICT CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL BUILDING CODES.
- ALL EXTERIOR FRAMING MATERIALS TO BE GROUND CONTACT RATED LUMBER.
- ALL DRAWINGS TO BE DESIGNED AND CALCULATED BY THE DESIGN FOR CODE ACCEPTANCE 6 (DCA 06)

JIM SCHREINER  
 2633 W LAKE ISLE DR  
 MEQUON WI



#### GENERAL NOTES AND SPECIFICATIONS

WRITTEN DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. THE GENERAL CONTRACTOR SHALL VERIFY AND IS RESPONSIBLE FOR ALL DIMENSIONS (INCLUDING ROUGH OPENINGS) AND CONDITIONS ON THE JOB AND MUST NOTIFY THIS OFFICE OF ANY VARIATIONS FROM THESE DRAWINGS.

THE CONTRACTOR SHALL FULLY COMPLY WITH THE 2006 IBC AND ALL ADDITIONAL STATE AND LOCAL CODE REQUIREMENTS.

2006 IBC AND 2006 IRC SHALL BE USED.  
 THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWINGLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES, OR REGULATIONS. THE CONTRACTOR SHALL ALSO PERFORM COORDINATION WITH ALL UTILITIES AND STATE SERVICE AUTHORITIES.

THE VARIOUS MECHANICAL CONTRACTORS ARE RESPONSIBLE FOR THE DESIGN AND PROPER FUNCTION OF PLUMBING, HVAC AND ELECTRICAL SYSTEMS. THE VARIOUS MECHANICAL CONTRACTORS SHALL NOTIFY THIS OFFICE WITH ANY PLAN CHANGES REQUIRED FOR DESIGN AND FUNCTION OF PLUMBING, HVAC AND ELECTRICAL SYSTEMS.

DESIGN CRITERIA: 2006 IRC AND IBC

ROOF:  
 50 PSF SNOW LOAD  
 8 PSF TOP CHORD DL  
 7 PSF BOTTOM CHORD DL  
 5 PSF NET WIND UPLIFT  
 FLOOR:  
 40 PSF LL  
 10 PSF TOP CHORD DL  
 5 PSF BOTTOM CHORD DL  
 SOIL: 2,000 PSF ALLOWABLE (ASSUMED); TO BE AT TIME OF EXCAVATION  
 FROST DEPTH: 4'-0"  
 WIND: 90 MPH (90 MPH 3 SEC GUST), EXPOSURE C.

THIS STRUCTURE SHALL BE ADEQUATELY BRACED FOR WIND LOADS UNTIL THE ROOF, FLOOR AND WALLS HAVE BEEN PERMANENTLY FRAMED TOGETHER AND SHEATHED.

ALL RECESSED LIGHTS IN INSULATED CEILINGS TO HAVE THE I.C. LABEL.

PROVIDE SOLID BLOCKING UNDER ALL BEARING WALLS PERPENDICULAR TO JOISTS AND OTHER BEARING POINTS NOT OTHERWISE PROVIDED WITH SUPPORT.

**EXCEL**  
 CUSTOM CONTRACTORS LLC.  
 Excellence Through Integrity by Design

JIM SCHREINER  
 2633 W. LAKE ISLE DR.  
 MEQUON, WI

DRAWN BY: JIM SCHREINER  
 DESIGN CHECKED BY: JIM SCHREINER  
 LATEST REVISION DATE: 05/2010

#### REVISIONS

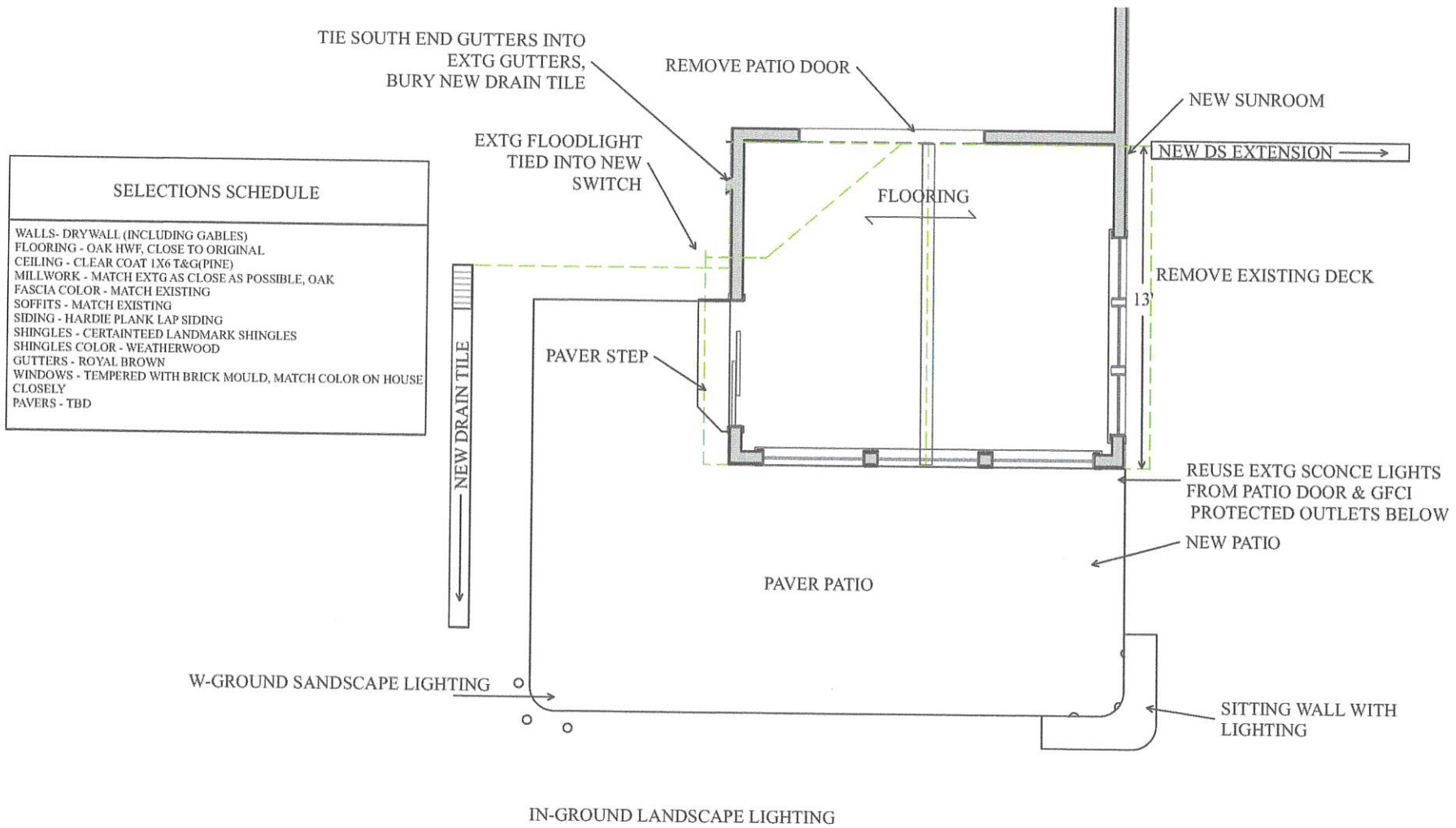
BY: JIM SCHREINER  
 DATE: 05/2010  
 REASON: CORRECTED DIMENSIONS AND NOTES

#### DRAWING

TITLE PAGE

#### SHEET

T100



## SELECTIONS SCHEDULE

WALLS - DRYWALL (INCLUDING GABLES)
FLOORING - OAK HWF, CLOSE TO ORIGINAL
CEILING - CLEAR COAT 1X6 T&G(PINE)
MILLWORK - MATCH EXTG AS CLOSE AS POSSIBLE, OAK
FASCIA COLOR - MATCH EXISTING
SOFFITS - MATCH EXISTING
SIDING - HARDIE PLANK LAP SIDING
SHINGLES - CERTAINTED LANDMARK SHINGLES
SHINGLES COLOR - WEATHERWOOD
GUTTERS - ROYAL BROWN
WINDOWS - TEMPERED WITH BRICK MOULD, MATCH COLOR ON HOUSE CLOSELY
PAVERS - TBD

## FLOOR PLAN

1/4" = 1'



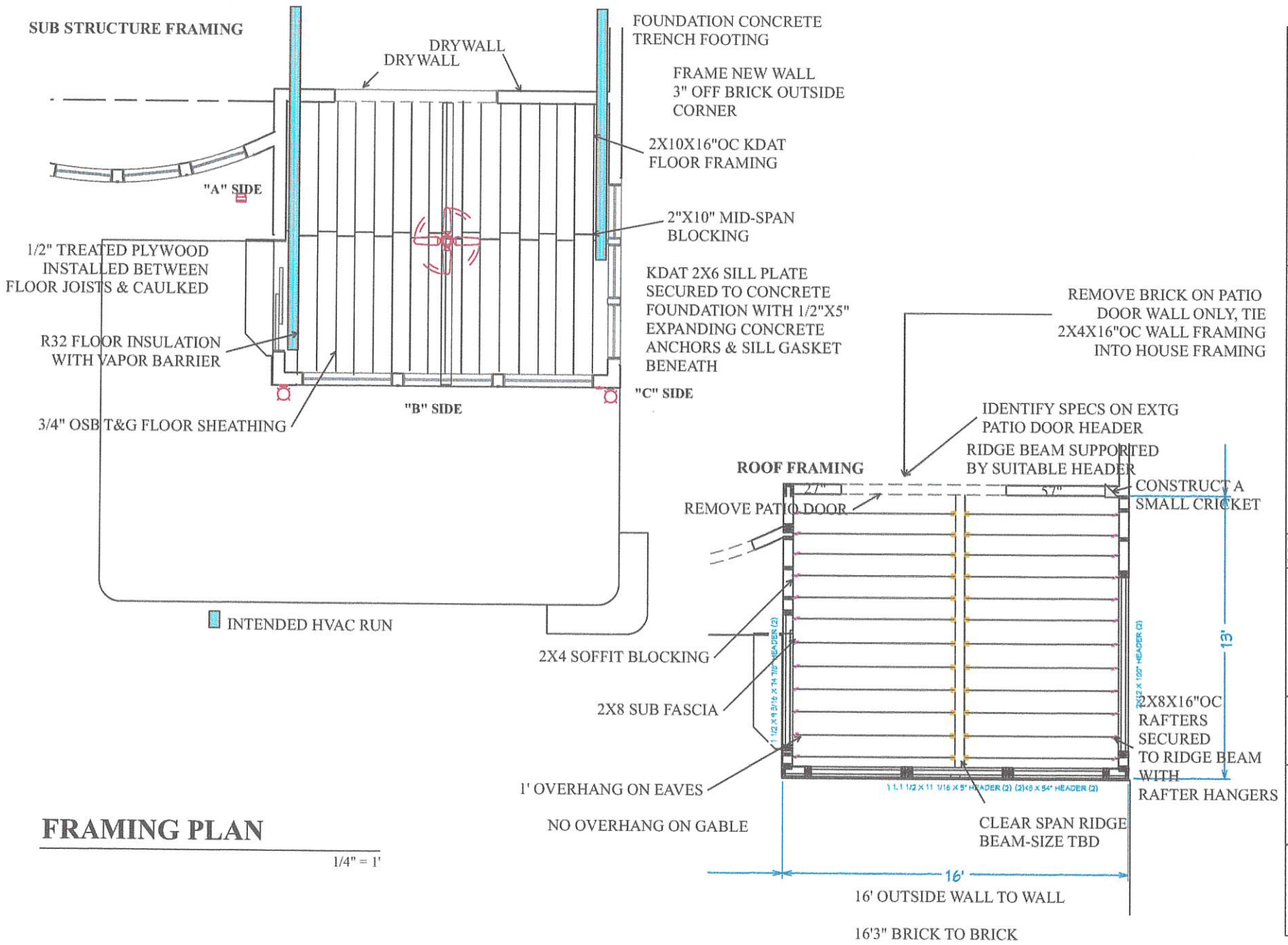
JIM SCHREINER  
2633 W. LAKE ISLE DR.  
MEQUON, WI

DRAWN BY: [ ] CHECKED BY: [ ]  
DESIGN CONSULTANT: [ ] DATE: [ ]  
LATEST REVISION DATE: [ ]

## REVISIONS

DRAWING  
FLOOR PLAN

SHEET  
A100



**FRAMING PLAN**

1/4" = 1'

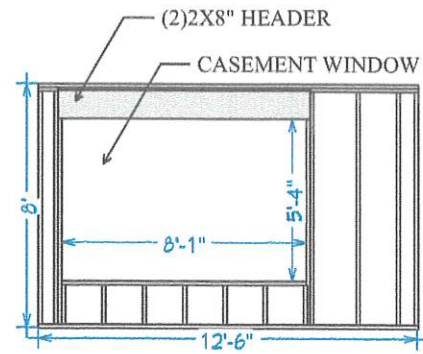
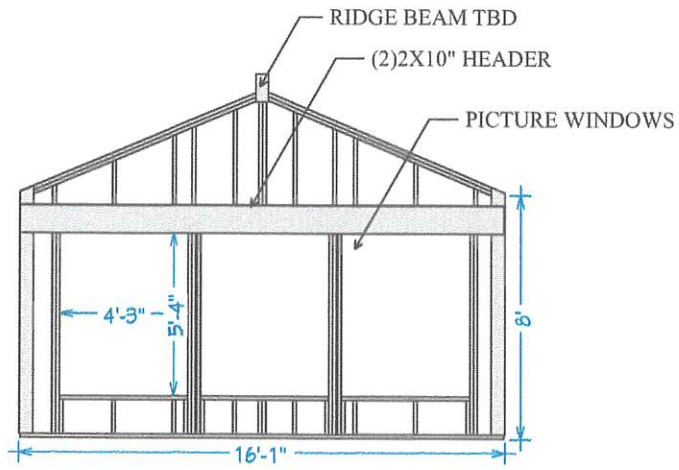
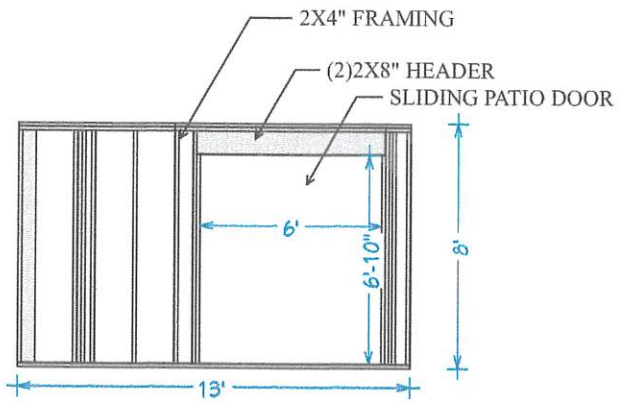


JIM SCHREINER  
2633 W. LAKE ISLE DR.  
MEQUON, WI

DRAWN BY	10/20/15	DATE	10/20/15
DESIGN CONSULTANT	JMS	DATE	10/20/15
LATEST REVISION DATE	10/20/15		
REVISIONS			

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<b>DRAWING</b>	FRAMING PLAN
<b>SHEET</b>	A200

Attachment: Schreiner application (10521 : Schreiner Application)



## FRAMING PLAN

1/4" = 1'



JIM SCHREINER  
2633 W. LAKE ISLE DR.  
MEQUON, WI

DRAWN BY: TESSITY GRANA (3/1/20)  
DESIGN CONSULTANT: JIM SCHREINER  
LATEST REVISION DATE: 03/2020

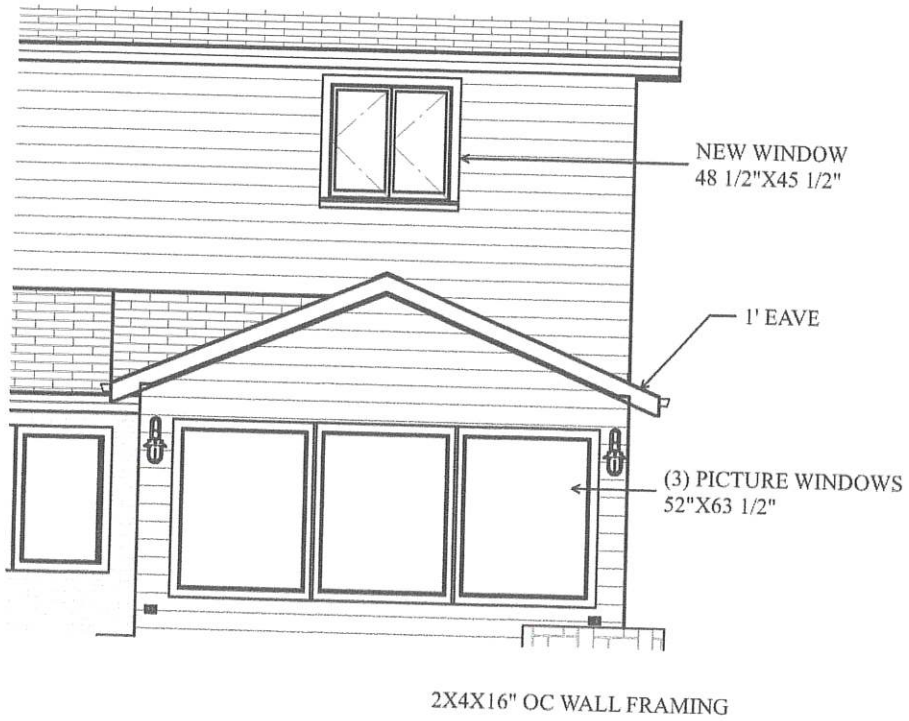
REVISIONS

DRAWING

FRAMING  
PLAN

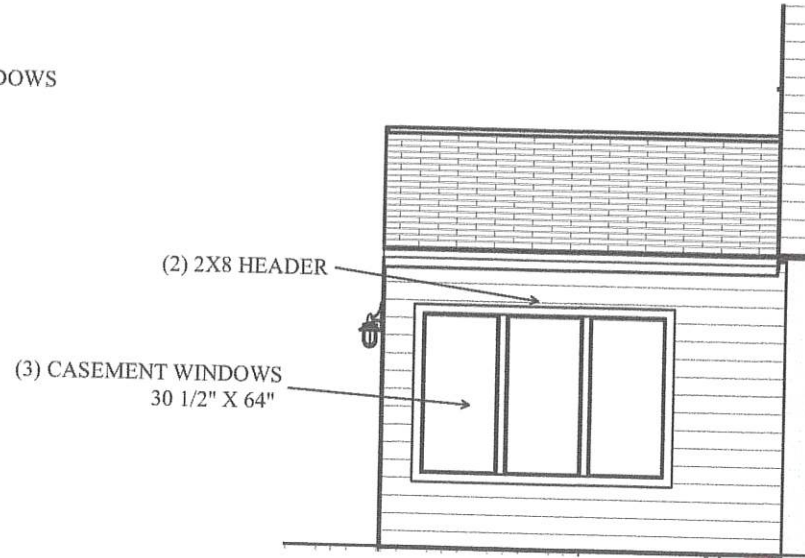
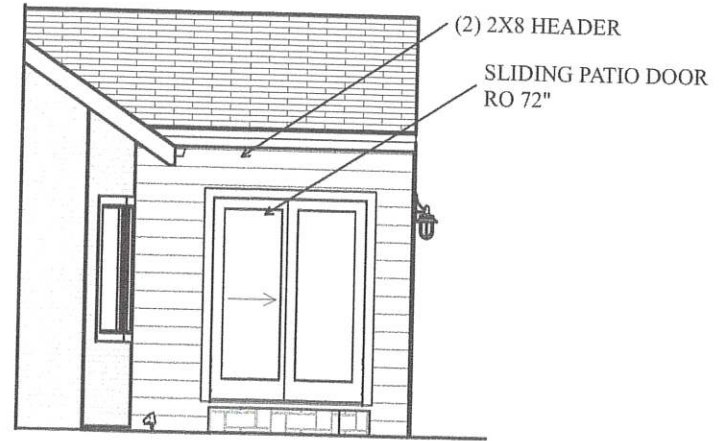
SHEET

A300



ELEVATION

NTS



JIM SCHREINER  
2633 W. LAKE ISLE DR.  
MEQUON, WI

DRAWN BY	DESIGNED BY
REVISIONS	

REVISIONS

CONTRACTOR'S NOTE: THIS DRAWING IS THE PROPERTY OF EXCEL CUSTOM CONTRACTORS LLC. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF EXCEL CUSTOM CONTRACTORS LLC IS STRICTLY PROHIBITED.

DRAWING  
ELEVATION

SHEET  
A300

Attachment: Schreiner application (10521 : Schreiner Application)



## DEMOLITION PLAN

1/4" = 1'



JIM SCHREINER  
2633 W. LAKE ISLE DR.  
MEQUON, WI

DRAWN BY: JESSE DEAN/ATL/DP  
DESIGN CONSULTANT: JESSE DEAN/ATL/DP  
LATEST REVISION DATE: 4/2016

### REVISIONS

CONTRACTOR'S FIELD KNOWLEDGE AND  
EXPERIENCE SHALL BE USED TO VERIFY THE  
ACCURACY OF ALL DIMENSIONS AND  
LOCATIONS OF ALL STRUCTURAL  
ELEMENTS. THE CONTRACTOR SHALL  
VERIFY THE LOCATION OF ALL  
STRUCTURAL ELEMENTS AND  
UTILITIES BEFORE ANY  
DEMOLITION WORK BEGINS.

DRAWING  
DEMOLITION  
PLAN

SHEET

A400

Attachment: Schreiner application (10521 : Schreiner Application)



## RENDERINGS

N.T.S.

**EXCEL**  
CUSTOM CONTRACTORS LLC.  
Excellence Through Integrity by Design

JIM SCHREINER  
2633 W. LAKE ISLE DR.  
MEQUON, WI

DRAWN BY: JESSE DEAN 1/1/2018  
DESIGN COMMENTARY: JESSE DEAN  
LATEST REVISION DATE: 1/1/2018

### REVISIONS

DRAWING

RENDERINGS

SHEET

R100

Attachment: Schreiner application (10521 : Schreiner Application)

**Board of the Lakes of Ville du Parc Resolution**

On July 17th the Board of Directors of The Lakes of Ville du Parc (Board) met to discuss the request from Jim & Lauren Schreiner to add a sunroom to their unit located at 2633 Lake Isle Dr. (the Project). In accordance with Article V Use of Common Elements which confers on the Association the right to alter areas of the Common Elements and Article IX Architectural Control contained in the Declaration of Condominium Ownership of The Lakes of Ville du Parc approved in 1984, wherein the Board constitutes the Architectural Control Committee (Committee); the Committee exists to review and approve or disapprove projects within the Lakes of Ville du Parc. After reviewing the plans, discussion of the Project and consistent with prior approvals for multiple similar projects by the Board, a motion was made, seconded and approved to allow the Project to proceed, subject to the necessary municipal approvals and permits.

  
John 'Chip' Mann

Attachment: Schreiner application (10521 : Schreiner Application)

HOA BOARD Formal  
Approval  
Neighbor LETTER of  
Approval

Date: July 10, 2025

Subject: Proposed sunroom addition at 2633 W Lake Isle Dr., Mequon

I have reviewed the plans for the proposed addition and have no objection to the addition being built.

A handwritten signature in black ink that reads "Donna L. Parshalle". The signature is written in a cursive style with a large initial 'D' and 'P'.

Donna Parshalle  
2627 W. Lake Isle Dr.  
Mequon, WI 53092

Attachment: Schreiner application (10521 : Schreiner Application)

Date: July 10, 2025

Subject: Proposed sunroom addition at 2633 W Lake Isle Dr., Mequon

I have reviewed the plans for the proposed addition and have no objection to the addition being built.



Pat Piotrowski  
2635 W. Lake Isle Dr.  
Mequon, WI 53092

Attachment: Schreiner application (10521 : Schreiner Application)



11333 N. Cedarburg Road  
Mequon, WI 53092-1930  
Phone: 262-242-3100  
Fax: 262-242-9655

[www.cityofmequonwi.gov](http://www.cityofmequonwi.gov)

Office of City Clerk

---

**TO:** Board of Appeals  
**FROM:** Beth Kong, Deputy Clerk  
**DATE:** August 7, 2025  
**SUBJECT:** Letter from City Attorney Brian Sajdak

---

Attachments:

47Z8321-Schreiner Appeal Brief (PDF)

LVP-Schreiner (PDF)



Brian C. Sajdak  
1200 North Mayfair Road  
Suite 430  
Milwaukee, WI 53226-3282  
bsajdak@staffordlaw.com  
414.982.2859

July 30, 2025

Mequon Board of Appeals  
11333 N. Cedarburg Road  
Mequon, WI 53092

Re: Administrative Appeal of Jim and Lauren Schreiner

Honorable Board Members:

Before you is the administrative appeal of Jim and Lauren Schreiner. The appeal stems from the City’s Building Inspections Department denying a permit to construct a sunroom addition to the Schreiners’ condominium unit located in the Lakes of Ville du Parc Condominium. The denial was based upon my determination that the addition to the Schreiners’ unit would change the ownership interests of all the owners in the condominium without notice to the other owners of this possible change. The Schreiners’ appeal focuses on two issues: (i) their belief that the Condominium Owner’s Association has the authority to authorize expansions to units and (ii) that the City has changed its position on the question. Both will be addressed below.

Legal Background

Prior to addressing the specifics of this appeal, it is appropriate to provide the legal background for the appeal. Under the Mequon Municipal Code, the Board of Appeals has the authority to:

To hear and decide appeals where it is alleged there is error in any order, requirement, decision or determination made by an administrative official or body in the administration or enforcement of this chapter. Except in the case of a hearing de novo in a contested case, if a party in a hearing before the board shall offer or request leave to offer evidence or information which was not or could not reasonably have been presented to the administrative official from whose order, requirement, decision or determination the appeal is taken, the board shall remand the matter to the administrative official to consider such new facts or material and make a redetermination in the matter.

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7/30/2025 1:39 PM

**Madison Office**  
222 West Washington Avenue 608.256.0226  
P.O. Box 1784 888.655.4752  
Madison, Wisconsin Fax 608.259.2600  
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Attachment: 47Z8321-Schreiner Appeal Brief (10526 : Attorney Statement)

Municipal Code § 58-41(a)(1)a. *See also* Wis. Stat. §§ 62.23(7)(e)4 and 62.23(7)(e)7.b. When reviewing the determination of an administrative official, the Board’s review is the same as certiorari review by the courts, and is limited to whether the official “(1) acted within its jurisdiction; (2) proceeded on a correct theory of law; (3) was arbitrary, oppressive or unreasonable; or (4) might have reasonably made the order or finding that it made based on the evidence.” *Lamm v. Madison Zoning Bd. of Appeals*, 123 Wis. 2d 540, 367 N.W.2d 242 (Ct. App. 1985) (citing *State ex rel. Smits v. City of DePere*, 104 Wis.2d 26, 31, 310 N.W.2d 607, 609 (1981)). “[F]or administrative action to avoid the label of ‘capricious or arbitrary,’ it must have a rational basis.” *Id.* (quoting *Weaver v. Wisconsin Personnel Board*, 71 Wis.2d 46, 54, 237 N.W.2d 183, 186 (1976)).

### Application of Law

With the legal background in place, it can now be applied to the appeal here. The appeal indicates that the Schreiners “believe an error has been made in interpreting and applying the law in this case.” Accordingly, the appeal is based solely on the second of four standards of review—whether the decision was based upon a correct theory of law. In this case it is clear that the decision was based upon a correct theory of law.

A condominium typically consists of two components: the units and the common elements. By statute, “[u]nit means a part of a condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors, or parts thereof, in a building.” Wis. Stat. § 703.02(15). “This definition includes unconstructed units designated in a condominium declaration.” *Northernaire Resort & Spa, LLC v. Northernaire Condo. Ass’n, Inc.*, 2013 WI App 116, ¶ 14, 351 Wis. 2d 156, 162, 839 N.W.2d 117, 121 (citing *Aluminum Indus. Corp. v. Camelot Trails Condo. Corp.*, 194 Wis.2d 574, 582–83, 535 N.W.2d 74 (Ct. App. 1995)). The common elements are “all of a condominium except its units.” Wis. Stat. § 703.02(2). Some common elements are classified as limited common elements, which “means a common element identified in a declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.” Wis. Stat. § 703.02(10). Generally, the space outside of the unit is common element, with access and use by all unit owners. *See* Wis. Stat. § 703.14(1). However, “any portion of the common elements designated as limited common elements may be used only by the unit owner of the unit to which their use is limited in the condominium instruments and bylaws.” *Id.*

Generally, to form a condominium there must be, among other things, a condominium plat. The plat must also include “[p]lans that show the location of each building located or to be

located on the property and, if there are units in a building, that show the perimeters, approximate dimensions, approximate square footage, and location of each unit in the building. Common elements shall be shown graphically to the extent feasible.” Wis. Stat. § 703.11(2)(c). In other words, the description and layout of units versus common elements must be clearly defined and identified.

The precise nature and extent of the units versus common elements matter because of the ownership interests assigned to these areas. The “unit owner is entitled to the exclusive ownership and possession of his or her unit.” Wis. Stat. § 703.05. “Every unit owner owns an undivided percentage interest in the common elements equal to that set forth in the declaration.” Wis. Stat. § 703.13(1). “A unit, together with its undivided interest in the common elements, for all purposes constitutes real property.” Wis. Stat. § 703.04. “The percentage interests shall have a permanent character and, except as specifically provided by this chapter, may not be changed without the written consent of all of the unit owners and their mortgagees.” Wis. Stat. § 703.13(4). In other words, if common element area is converted to exclusive unit area, such as the proposed sunroom enclosure in this case, the ownership interests of the respective owners is changed, which is not allowed by statute without written consent.

The statute does expressly provide for some flexibility with respect to shifting unit and/or common element areas. *See, e.g.*, Wis. Stat. §§ 703.13(5)(alterations within units), 703.13(6)(relocation of unit boundaries), 703.13(7)(separation of units), and 703.13(6)(merger of units). The statute also expressly allows for the improvement of limited common elements:

Improvements to limited common elements.

***(a) If permitted by the condominium instruments and subject to par. (b) and to any restrictions or limitations specified in the condominium instruments, a unit owner may improve, including the enclosure of, the limited common elements appurtenant exclusively to that owner’s unit if all of the following conditions are met:***

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project’s proposed impact on the appearance of the condominium, and identifying the project contractor is submitted to the board of directors of the association.

2. The improvement will not interfere with the use and enjoyment of the units of other unit owners or the common elements or limited common elements of the condominium.
3. The improvement will not impair the structural integrity of the condominium.
4. Any change to the exterior appearance of the condominium is approved by the board of directors of the association.

(b) All costs and expenses of an improvement under this subsection and any increased costs of maintenance and repair of the limited common elements resulting from the improvement are the obligation of the unit owner. The unit owner shall protect the association and other unit owners from liens on property of the association or of other unit owners that otherwise might result from the improvement.

Wis. Stat. § 703.13(5m)(emphasis added). See also *Northernaire Resort & Spa, LLC v. Northernaire Condo. Ass'n, Inc.*, 2013 WI App 116, 351 Wis. 2d 156, 839 N.W.2d 117; *Aluminum Indus. Corp. v. Camelot Trails Condo. Corp.*, 194 Wis.2d 574, 535 N.W.2d 74 (Ct. App. 1995)(suggesting that units and common elements can be defined differently than the statute by the condominium declaration and bylaws).

The key component of all of this is that the law authorizes condominiums to adjust units, common elements and limited common elements. However, each statutory provision contemplates providing notice to, and approval by, all of the owners of the proposed amendment, or the express authority to make amendments baked into the organizational documents. In other words, all of the owners need to have expressly authorized an amendment. This can be done either by written approval of the proposed changes or, where the authority is already contained within the documents, by agreeing to purchase the unit subject to the knowledge that amendments can occur.

Turning to the Schreiners' argument here, it is clear that their appeal must be denied. Their argument starts by suggesting the authority to make the amendments necessary here are authorized by statute, citing § 703.13(5m) related to improvements to limited common elements. However, they fail to quote the introductory language to that section which provides that the changes can be made under that statute only "[i]f permitted by the condominium instruments and subject to par. (b) and to any restrictions or limitations specified in the condominium instruments." The specific authorization provided in the condominium instruments here will be addressed in detail below. However, it is telling that

Mequon Board of Appeals  
July 30, 2025  
Page 5

even the Schreiners “recognize that these references do not specifically grant authority to the board to approve additions into Limited elements.” While it is clear that the Condominium Association here approved the proposed addition, to the extent that the condominium instruments here do not authorize the Association to make the necessary amendments, this argument fails.

The Schreiners next suggest that past practice and a prior City Attorney Legal Opinion dictates that the City recognizes the authority of the Association to approve the necessary amendments. However, the Legal Opinion does not address the question of whether the City can review the condominium documents as part of the building permit process. Indeed, the question posed by the then-Building Inspector was “can the Architectural Board approve additions to condominiums, and is the City liable for approving the encroachment of the building into the common areas of a development?” City Attorney Meyer, in opining that there was “no liability attaching to the City if the Board architecturally approves a structure which encroaches on common areas,” noted that “it is not incumbent upon the Architectural Board to determine where ownership lies, or what the relative rights are within a condominium development.” He continued to note that to do so “would require the City to monitor every association agreement extant, which is neither practical or desirable.”

I do not disagree with the conclusion that there is no liability to architecturally approving a structure which encroaches upon common areas. Nor do I think there would be liability attaching to the City for issuing a building permit for a similar structure. However, things have changed since that opinion in 1986. First, the City has, at the direction of the Common Council (as evidenced by ordinances such as § 10-55 requiring surveys for building permits, and the Council’s recent consideration of Ordinance 2022-1635 which provided for relaxed requirements related to existing surveys in certain circumstances), been more proactive with property lines. Building permit and zoning applications now require a current survey of the property. This helps in identifying not only setback and offset issues, but also encroachments onto adjoining properties. In reviewing for these things, potential issues can be spotted prior to incurring significant expense to construct new structures only to have to remove them when these issues are spotted after-the-fact. Moreover, notwithstanding the conclusion that no liability attaches, such conclusion does not prevent an aggrieved party from dragging the City into litigation as they look for solutions resulting in expense to the City. A second change is that it is far easier to “monitor” condominium documents than it was in 1986. At that time, someone would have to go to the Register of Deeds office in Port Washington and review the filings by hand. Today, staff has an electronic login to the Register of Deed’s web portal which allows a search in minutes.

Unstated in this “past practice” argument is two legal concepts that stem from the idea that “past practice” somehow prohibits a change in approach. First, there could be an argument that disparate treatment constitutes an equal protection violation. As the courts have noted,

The equal protection clause of the fourteenth amendment is violated if an ordinance is administered “with an evil eye and an unequal hand, so as practically to make unjust and illegal discriminations between persons in similar circumstances, material to their rights.” *Yick Wo v. Hopkins*, 118 U.S. 356, 373-74 (1886); *State ex rel. O'Neil v. Town of Hallie*, 19 Wis. 2d 558, 567, 120 N.W.2d 641, 646 (1963). Nevertheless, evidence that a municipality has enforced an ordinance in one instance and not in others would not in itself establish a violation of the equal protection clause. *State ex rel. Cities Service Oil Co. v. Board of Appeals*, 21 Wis. 2d 516, 544, 124 N.W.2d 809, 823 (1963). There must be a showing of an intentional, systematic and arbitrary discrimination. *State ex rel. Murphy v. Voss*, 34 Wis. 2d 501, 510, 149 N.W.2d 595, 599 (1967). Furthermore, even if the enforcement of a particular law is selective, it does not necessarily follow that it is unconstitutionally discriminatory.

*Menomonee Falls v. Michelson*, 104 Wis. 2d 137, 145, 311 N.W.2d 658, 662 (Ct. App. 1981). There has been no argument or showing that the treatment of the application here was done with an “evil eye” or otherwise with “intentional, systemic and arbitrary discrimination.” Thus, there is no equal protection claim. The second concept that could come into play is estoppel. There are circumstances where past practice can estop a party from taking a different course of action. However, the courts “have not allowed estoppel to be invoked against the government when the application of the doctrine interferes with the police power for the protection of the public health, safety or general welfare....” *Wis. Dep't of Revenue v. Moebius Printing Co.*, 89 Wis. 2d 610, 639, 279 N.W.2d 213, 226 (1979). A “zoning ordinance and a building code enacted pursuant to the police power are two closely related facets of police power regulation. Both are designed to promote public safety, health and welfare.” *Zwiefelhofer v. Town of Cooks Valley*, 2012 WI 7, ¶5, 338 Wis. 2d 488, 809 N.W.2d 362 (internal quotation omitted). There can be no estoppel here.

The Schreiners next argue that the applicable condominium documents allow the Association to make the necessary amendments. As noted above, the Schreiners admit “that these references do not specifically grant authority to the board to approve additions into Limited elements.” An analysis of the condominium declaration here makes it clear that, while the individual sections might suggest some authority for the association, when considered in context, it becomes clear that the Association cannot approve the proposed sunroom addition. For example, they point to Article V, Section 3 which provides that

Mequon Board of Appeals  
July 30, 2025  
Page 7

“[n]othing shall be altered on, constructed or removed from the common elements except upon the prior written consent of the association.” This section, however, establishes that the Association, not the individual owners, have control over, and responsibility for, the common elements. It does not authorize the conversion of limited common element (as defined in Article III, Section 3 to be the “porches, patios, walkways and driveways which service one Unit”) to unit area as is necessary here.

The Schreiners also point to Article IX, Section 1 for the authority to approve the sunroom. That section provides that the Architectural Control Committee must approve plans for any “exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air conditioning equipment.” Yet, as noted above, porches, patios, walkways and driveways are all “exterior” to the units and also are all expressly defined to be limited common elements. Thus, the language addresses the approval of exterior architecture but does not authorize the conversion of limited common element to unit. Interestingly, the language of the declaration which was the subject of the Legal Opinion discussed above provides a perfect illustration of language which allows for the enclosure of limited common elements in Section 5(b) (“Each unit owner shall have the right . . . to construct and attach an enclosed porch to the rear of his unit.”). Furthermore, Section 6 of that declaration also provides an example of language which expressly authorizes modification or expansion of units, which is lacking in the declaration at issue here.

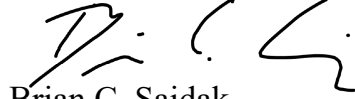
Finally, the Schreiners argue that Section 58-40(b) requires the City to not consider the declaration in issuing the building permit. This agreement fails for two reasons. First, that section applies only to decisions of the City’s Architectural Board, not the building inspector. Second, there is a material difference between covenants and restrictions which might dictate more stringent architectural design than would be required under City codes (the situation that this section is designed to address) and a condominium declaration’s allocation of unit, common element, and limited common element ownership. To put the argument into single-family residential terms, the Schreiners are effectively arguing that the City should ignore a subdivision plat’s establishment of lot lines because the plat is not a City regulation. The argument also ignores the fact that City staff does, where they are aware of covenants and restrictions applicable to a property, remind applicants that that may also have to get approval of their subdivision homeowner’s association.

For the reasons above, the appeal should be denied.

Mequon Board of Appeals  
July 30, 2025  
Page 8

Best regards,

STAFFORD ROSENBAUM LLP



Brian C. Sajdak  
Mequon City Attorney

Attachment: 47Z8321-Schreiner Appeal Brief (10526 : Attorney Statement)

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

THE LAKES OF VILLE DU PARC

A CONDOMINIUM

MEQUON, WISCONSIN

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Attachment: LVP-Schreiner (10526 : Attorney Statement)

RECORDED

DEC 21 4 30 PM '84

Anita M. Becker  
REGISTER OF DEEDS  
OZAUKEE COUNTY, WISC.

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Attachment: LVP-Schreiner (10526 : Attorney Statement)

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DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND  
CONDITIONS FOR THE LAKES OF VILLE DU PARC, A CONDOMINIUM  
MEQUON, WISCONSIN

THIS DECLARATION, made this 21<sup>st</sup> day of DECEMBER, 1984, by VILLE DU PARC COUNTRY CLUB, INC., a Wisconsin corporation, (hereinafter referred to as the "DEVELOPER").

WHEREAS, the DEVELOPER is the owner in fee simple of certain real estate hereinafter described, in the City of Mequon, Ozaukee County, Wisconsin; and

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes; and

WHEREAS, the DEVELOPER desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of DEVELOPER and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units; and

WHEREAS, the DEVELOPER desires and intends that the several unit owners, mortgagees, occupants and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the DEVELOPER, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND  
LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit "A-1" attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances

Attachment: LVP-Schreiner (10526 : Attorney Statement)

## DECLARATION

thereto shall be known as THE LAKES OF VILLE DU PARC, a Condominium.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to THE LAKES OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

(b) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

(d) "UNIT NUMBER" shall mean the number, letter or combination thereof identifying a Unit.

(e) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

(f) "LIMITED COMMON ELEMENTS" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) "DEVELOPER" shall mean and refer to VILLE DU PARC COUNTRY CLUB, INC., and its successors and assigns. The Developer may also be referred to as the Declarant.

(h) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(i) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(j) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

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(k) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS:  
SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT").

Section 2. CODE IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number as set forth in Exhibit B attached hereto and hereby made a part of this Declaration. Such Unit Number shall consist of one or two numerals.

Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. DESCRIPTION OF RESIDENTIAL BUILDINGS: Each residential building on the real estate described in this Declaration contains two (2) Units and are fully described in the exhibits attached hereto and made a part of this Declaration. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Developer. The 46 buildings aggregating 92 Units, are located as indicated in Exhibit B attached hereto and made a part of this Declaration. Each Unit contains a basement, an attached two-car garage, a living room, dining room, kitchen, laundry room, one and one-half, two, two and one-half, or three bathrooms and one, two, or three bedrooms. Some of the one and two bedroom Units have an additional room which serves as another bedroom or a den, and some of the three bedroom Units have a den.

The buildings are constructed principally of wood, siding and brick veneer and have a pitched asphalt shingle roofs.

Each Unit will contain central forced air gas heat, central air conditioning, a gas hot water heater, garbage disposal, range top, double oven and dishwasher.

The Developer reserves the right to change the style, model, size or location of any Unit prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration, provided all Units are comparable in style and quality.

The buildings are located as indicated in Exhibit "B" attached hereto and made a part of this Declaration. The location and designation of each Unit and the immediate Common Elements and Limited Common Elements to which each Unit has access are shown in Exhibit B as are the approximate area and

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number of rooms of each Unit. The Unit Numbers and street address of each Unit are as set forth on Exhibit "A-4" attached hereto and made a part of this Declaration.

Section 4. BOUNDARIES OF UNITS: The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

Section 5. INTERPRETATION OF PLANS: In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries of the Building(s) or Unit(s) as located and erected.

## ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's percentage of ownership in the Common Elements shall be 1/92nd.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Mequon or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The Common Elements and facilities shall consist of:

- (a) The land described in this Declaration;
- (b) The driveways located on the land;

- (c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;
- (d) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;
- (e) Areas set aside for storage of maintenance equipment;
- (f) Installations for providing central services such as power, light, gas heating and cold water;
- (g) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: The Limited Common Elements and Facilities are all porches, patios, walkways and driveways which service one Unit shall be a part of the Common Elements. Each Unit Owner shall be entitled to the exclusive use and possession of that Porch, patio, walkway and driveway, direct access to which is provided for his respective Unit, and which is or are located outside of and adjoining his respective Unit.

Section 4. RESTRICTIONS IN USE OF COMMON ELEMENTS:

- (a) That portion of the common elements which are described in Exhibit A-2 are subject to an Open Space Easement dated May 24, 1984 and recorded with the Register of Deeds for Ozaukee County, Wisconsin on May 24, 1984 in Volume 509 of Records, on Pages 146-152, Document No. 350532. Such Open Space Easement provides in pertinent part:

"1. Uses Permitted for Land Described on Exhibit B (Exhibit A-2 herein): The land described on Exhibit A (Exhibit A-2 herein) shall be used only for (a) aesthetic, recreational and cultural enjoyment, and the convenience of residents of the Ville du Parc area, including their occasional guest; (b) drainage course; (c) installation as inconspicuously as possible of sewer, water, gas, electrical, telephone and other utility lines, television antenna and related facilities to serve or aid in the maintenance or operation of The Lakes and/or surrounding territory; (d) a country club now known as Ville du Parc Country Club, which provides such services and facilities and conducts such operations as are from time to time customarily provided or conducted by similar

clubs; and (e) other recreational uses which do not materially detract from the value of the surrounding territory by reason of such use of the restricted open space in lieu of other uses herein permitted."

(b) The Developer may use the land described in Exhibit A-3 for expansion of the Ville du Parc Country Club golf course. Such land is a portion of that described in Exhibit A-2 and as such is subject to the Open Space Easement above described. By acceptance of a deed of conveyance of a unit from the Declarant, the grantee of such unit and each assignee or successor in title to such unit shall, in the event the land described in Exhibit A-3 is used for expansion of the golf course, be deemed to consent and agree to the conveyance of such land to the Developer or its successor and assigns and shall be deemed to appoint Declarant, its successors and assigns as his, her, their or its attorney-in-fact for the purpose of executing a deed or deeds conveying to Declarant, its successors and assigns, fee simple title to the land described in Exhibit A-3, subject to said easement, and executing such other documents as may reasonably be necessary for such conveyance.

Section 5. RIGHTS OF OTHERS TO USE COMMON ELEMENTS: It is the intention that the lake area (being that area described on Exhibit A-2, hereinafter referred to as the "Lake Area") be available for the aesthetic, recreational and cultural enjoyment, and the convenience of all residents of the entire area known as Ville du Parc, including their occasional guests.

(a) The Board of Directors of The Lakes of Ville du Parc Condominium Association, Inc. is hereby directed:

(i) To establish rules and regulations for the use of the Lake Area by all residents of Ville du Parc and their occasional guests.

(ii) To establish a fee for such use.

(iii) To allow residents of Ville du Parc and their occasional guests, upon the payment of the fee to be established; and provided they comply with the rules and regulations established for the use of the Lake Area, to use the Lake Area for their aesthetic, recreational and cultural enjoyment.

(b) The fee to be established for the use of the Lake Area by households located in Ville du Parc, but not in The Lakes of Ville du Parc, shall, in no event, exceed the fee for a household located in The Lakes of Ville du Parc. The maximum

fee so established shall be:

(i) If the cost of care, maintenance and improvement of the Lake Area is assessed to each unit in The Lakes of Ville du Parc then the fee to be paid by any household which is not located in The Lakes of Ville du Parc shall be equal to the total assessment for all units in The Lakes of Ville du Parc divided by 92.

(ii) If the households of The Lakes of Ville du Parc are assessed for the care, maintenance and improvement of and to the Lake Area by usage then each household of Ville du Parc, not including The Lakes of Ville du Parc, which becomes the user of The Lakes of Ville du Parc's facilities, shall pay the same fee as is paid by a user household in The Lakes of Ville du Parc.

(c) The rules and regulations for the use of the Lake Area shall be uniform for residents and non-residents of The Lakes of Ville du Parc and shall be enforced uniformly.

(d) In the event that the Developer, its successors or assigns, exercises its rights under Section 4, above, and causes title to the land described in Exhibit A-3 to be conveyed to it, all rights of the residents of the Ville du Parc area granted herein shall terminate as to the land described in Exhibit A-3.

Section 6. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest 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.

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary or access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than one (1) month. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document, a "related" person shall be defined as a spouse, parent, sibling, child, aunt, uncle or other lineal ancestor.

(c) No Owner of a Unit shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, whose family includes more than one child less than fourteen (14) years of age.

(d) No animal, except a permitted pet (as herein defined) or a permitted animal (as herein defined) shall be allowed within or about the premises.

A permitted pet is defined as a single caged bird or common small tank fish.

A permitted animal is defined as a single domestic dog or cat.

No animal or pet, whether a permitted animal or permitted pet, may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under

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control of a person when outside the Unit of its Owner, shall be walked only in designated open areas and all droppings must be picked up and disposed of by the person in control of such animal.

(e) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service; or (c) any rental where the lessor furnishes linen, cooking utensils, eating utensils, and/or telephone.

Section 3. USE OF COMMON ELEMENTS:

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor. No clothes line shall be maintained on the Common Elements or Limited Common Elements and same shall not be used for hanging of clothes, rugs or other articles.

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale.

(c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 6. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 7. TRANSFER FEE: A transfer fee of Fifty Dollars (\$50.00) shall be paid to the Association by each Unit Owner (other than the Developer) who shall sell a Unit to a new purchaser.

Section 8. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 9. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

Section 10. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are

taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) his share of the estimated real estate taxes each month.

Section 11. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs and replacements to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expenses.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Unit together with utility lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 12. COMMON SURPLUSES: All Common Surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERSHIP: Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than

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one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No Person or entity other than an Owner of a Unit or Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

#### Section 2. VOTING:

(a) All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) The Developer shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Developer's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

Section 3. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/92nd and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

### ARTICLE VII

#### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON ELEMENTS: The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all

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improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. SERVICES: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

Section 3. PERSONAL PROPERTY FOR COMMON USES: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. RULES AND REGULATIONS: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. IMPLIED RIGHTS: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. 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.

## ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed

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therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment. The Board of Directors shall prepare a separate budget for the care, maintenance and improvement, if any, of and to the Lake Area as defined in Article III, Section 5, above.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

- (a) Costs and expenses (anticipated or incurred) for damage to the 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;
- (b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;
- (c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;

(e) Interest due on General and Special Assessments;

(f) 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.

(g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. NOTICE OF MEETINGS: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all affected members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. The presence, at such meeting, of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 7. UNIFORM RATE OF ASSESSMENT: Both annual and Special Assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article, and provided, further, that the assessment for the care, maintenance and improvement of the Lake Area (Article III, Section 5) may be based on use.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the first month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Ozaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Ozaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosures, the Owner shall be required to pay the costs and expenses of filing the notice of lien, of all proceedings and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association in such form as to be recordable in the Ozaukee County, Wisconsin, real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium

DECLARATION

documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 10 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures or addition of air conditioning equipment shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the building, until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and

Attachment: LVP-Schreiner (10526 : Attorney Statement)

## DECLARATION

location in relation to the building by an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Control Committee.

Section 2. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives.

Section 3. DEVELOPER CONTROL: During the period of Developer Control, Developer shall act as the Architectural Control Committee unless he delegates such function to the Board of Directors.

## ARTICLE X

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. ENCROACHMENTS: Some of the Units may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the

Association.

## ARTICLE XI

### INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Property against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Property, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Property shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

Section 2. COMBINED INSURANCE: If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, to provide any additional insurance coverage on his improvements or on his Unit which will not duplicate any insurance provided by the Association or Unit Owners.

Section 3. INSURANCE PROCEEDS: The proceeds of such insurance shall be applied by the Association or by the trustee on behalf of the Association for the repair or reconstruction of the Common Elements and Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a

## DECLARATION

full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

**Section 4. DESTRUCTION AND RECONSTRUCTION:** In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

**Section 5. PARTITION:** The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

**Section 6. OTHER INSURANCE:** The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association and the Board and members of the Association against liability for damages or personal injuries sustained by any 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 \$500,000/person and \$1,000,000/occurrence for bodily injury or death and not less than \$250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other

## DECLARATION

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;

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

## ARTICLE XII

NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to one registered owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant or the Association shall be personally served on the agent specified for receipt of process herein or mailed by certified mail, return receipt requested to the agent specified for receipt of process herein at the address of that agent as provided herein. All Owners shall provide the Secretary of the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to giving of such notice by mailing it or having it delivered personally to such address as is on file with him. If the Unit Owners fail to provide such address, the Secretary shall be deemed to have discharged his duty with respect to the giving of such notice by mailing it or having it delivered personally to the Unit.

## ARTICLE XIII

EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of his Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

## ARTICLE XIV

DEVELOPER'S RIGHTS

Until such time as the Developer has sold all of the Units in the condominium the Developer shall have the right to use any unsold Units and the Common Areas as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open house and the erecting of signs.

ARTICLE XV

GENERAL PROVISIONS

Section 1. ENFORCEMENT: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction here contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER: The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option here contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant thereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

Section 4. TERMINATION: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, which event the termination of the Declaration shall be by such plan as may then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Ozaukee County, Wisconsin.

Section 5. PERPETUITIES AND RESTRAINTS ON ALIENATIONS: If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: 1) the rule against perpetuities or so analogous statutory provisions; 2) the rule restricting restraints on alienation, or 3) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the now living lawful descendants of RONALD REAGAN, President of the United States of America.

Attachment: LVP-Schreiner (10526 : Attorney Statement)

DECLARATION

Section 6. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of twenty-five (25%) percent of the Units and thereafter signed by not less than seventy-five (75%) percent of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

Any Amendment must be recorded in Ozaukee County, Wisconsin.

Section 7. REGISTERED AGENT FOR SERVICE OF PROCESS: The registered agent for service of process and the address for the registered agent, shall be the registered agent and the address of the registered agent of the Lakes of Ville du Parc Condominium Association, Inc. as provided for in the Articles of Incorporation and amendments thereto.

Section 8. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 9. CAPTIONS: The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the Developer, Ville du Parc Country Club, Inc., has caused this Declaration to be executed by Robert W. Chamberlain, its President, and Bradley R. Chamberlain, its Secretary, and caused its corporate seal to be thereto affixed this 21<sup>st</sup> day of DECEMBER, 1984.

VILLE DU PARC COUNTRY CLUB, INC.

By: [Signature]  
Robert W. Chamberlain, President

Attest: [Signature]  
Bradley R. Chamberlain, Secretary

STATE OF WISCONSIN )  
                                  ) SS  
MILWAUKEE COUNTY    )

Personally came before me this 21<sup>st</sup> day of DECEMBER, 1984, the above named Robert W. Chamberlain, President and Bradley R. Chamberlain,

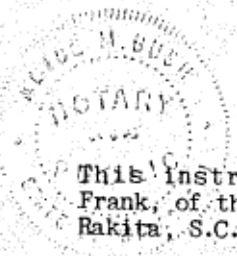
Attachment: LVP-Schreiner (10526 : Attorney Statement)

Secretary of Ville du Parc Country Club, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

*[Handwritten Signature]*

ALICE M. BUSH

Notary Public STATE OF WISCONSIN  
My Commission EXPIRES 4/24/08



This instrument was drafted by Eli C. Frank, of the law firm of Hiller, Frank & Rakita, S.C.

Attachment: LVP-Schreiner (10526 : Attorney Statement)

LEGAL DESCRIPTION

That part of Government Lots 6, 7 and 8 in the NW 1/4 and the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, all of which is bounded and described as follows:

Beginning at the West 1/4 corner of Section 18:  
 Thence South 01° 26' 38" East along the West line of the SW 1/4 of Section 18 aforesaid 398.32 ft. to a point, being the point of beginning of the lands herein to be described:  
 Thence North 89° 27' 10" East 952.65 ft. to a point:  
 Thence North 02° 13' 55" West 1374.63 ft. to a point:  
 Thence North 89° 24' 19" East 556.46 ft. to a point:  
 Thence South 35° 05' 07" East 210.71 ft. to a point:  
 Thence South 03° 25' 39" East 583.62 ft. to a point:  
 Thence South 13° 34' 16" West 727.19 ft. to a point:  
 Thence South 87° 46' 21" West 51.96 ft. to a point:  
 Thence South 13° 34' 16" West 415.12 ft. to a point:  
 Thence North 88° 43' 21" East 1276.39 ft. to a point, being a meander point on the Westerly bank of the Milwaukee River:  
 Thence South 30° 51' 21" West along said meander line 30.03 ft. to a point on the North line of Parcel 4 of Tract 5 of Certified Survey Map recorded as Document No. 191040 aforesaid:  
 Thence North 88° 10' 41" East 7.54 ft. to a point on a meander line along the Northerly bank of the Milwaukee River:  
 Thence South 71° 08' 22" West along said meander line 1839.23 ft. to a point:  
 Thence North 01° 35' 18" West 157.97 ft. to a point:  
 Thence North 88° 24' 42" East 5.75 ft. to a point:  
 Thence North 27° 01' 42" East 128.00 ft. to a point:  
 Thence South 88° 30' 02" West 413.39 ft. to a point:  
 Thence North 01° 26' 38" West 1.09 ft. to a point:  
 Thence South 88° 23' 22" West 445.02 ft. to a point in the West line of the SW 1/4 of Section 18:  
 Thence North 01° 26' 38" West along said West line of said 1/4 section 376.24 ft. to a point:  
 Thence North 88° 33' 22" East 235.00 ft. to a point:  
 Thence North 01° 26' 38" West 375.00 ft. to a point:  
 Thence South 88° 33' 22" West 235.00 ft. to a point:  
 Thence North 01° 26' 38" West 65.34 ft. to the point of beginning.  
 Together with all riparian rights between aforementioned lands and the Milwaukee River.  
 Also subject to the rights of the public in Fieldwood Road.

That part of the SW 1/4 and the NW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin which is bounded and described as follows: Commencing at the West 1/4 corner of Section 18; thence North 01° 40' 39" West along the West line of the NW 1/4 of Section 18 aforesaid 2141.87 ft. to a point: thence South 85° 40' 39" East 650.00 ft. to a point: thence South 07° 59' 44" East 1122.49 ft. to a point: thence South 04° 07' 36" West 691.83 ft. to a point: thence South 50° 43' 12" West 884.95 ft. to a point in the West line of the SW 1/4 of Section 18: thence North 01° 26' 38" West along the West line of the SW 1/4 of Section 18 aforesaid 270.00 ft. to the point of beginning. Subject to the rights of the public in Fieldwood Road.

Exhibit A-1

Attachment: LVP-Schreiner (10526 : Attorney Statement)

LEGAL DESCRIPTIONAREA OF SPECIAL USE - OPEN SPACE

That part of Government Lots 6, 7 and 8 in the NW 1/4 of the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, all of which is bounded and described as follows:

Beginning at the West 1/4 corner of Section 18:

Thence South 01° 26' 38" East along the West line of the SW 1/4 of Section 18 aforesaid 398.32 ft. to a point, being the point of beginning of the lands herein to be described:

Thence North 89° 27' 10" East 952.65 ft. to a point:

Thence North 02° 13' 55" West 1374.63 ft. to a point:

Thence North 89° 24' 19" East 556.46 ft. to a point:

Thence South 35° 05' 07" East 210.71 ft. to a point:

Thence South 03° 25' 39" East 583.62 ft. to a point:

Thence South 13° 34' 16" West 727.19 ft. to a point:

Thence South 87° 46' 21" West 51.96 ft. to a point:

Thence South 13° 34' 16" West 415.12 ft. to a point:

Thence South 88° 43' 21" West 495.62 ft. to a point:

Thence North 01° 26' 38" West 164.13 ft. to a point:

Thence North 42° 13' 33" West 350.46 ft. to a point:

Thence South 89° 27' 10" West 319.57 ft. to a point:

Thence North 01° 26' 38" West 5.00 ft. to a point:

Thence South 88° 33' 22" West 235.00 ft. to a point:

Thence North 01° 26' 38" West 65.34 ft. to the point of beginning.

Also subject to the rights of the public in Fieldwood Road.

Exhibit A-2

Attachment: LVP-Schreiner (10526 : Attorney Statement)

LEGAL DESCRIPTION

AREA OF SPECIAL USE - GOLF COURSE

That part of the SW 1/4 of Section 18, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Beginning at the West 1/4 corner of Section 18:  
Thence South 01° 26' 38" East along the West line of the SW 1/4 of Section 18 aforesaid 463.66 ft. to a point:  
Thence North 88° 33' 22" East 235.00 ft. to a point:  
Thence South 01° 26' 38" East 5.00 ft. to a point, said point being the point of beginning of the lands herein to be described:

Thence North 89° 27' 10" East 319.57 ft. to a point:  
Thence South 42° 13' 53" East 350.46 ft. to a point:  
Thence South 01° 26' 38" East 164.13 ft. to a point:  
Thence North 88° 43' 21" East 1772.01 ft. to a point on a meander line along the Westerly bank of the Milwaukee River:  
Thence South 30° 51' 21" West along said meander line 30.03 ft. to a point on the North line of Parcel 4 of Tract 5 of Certified Survey Map recorded as Document No. 191040 aforesaid:  
Thence North 88° 10' 41" East 7.54 ft. to a point on a meander line along the Northerly bank of the Milwaukee River:  
Thence South 71° 08' 22" West along said meander line 1839.23 ft. to a point:  
Thence North 01° 35' 18" West 157.97 ft. to a point:  
Thence North 88° 24' 42" East 5.75 ft. to a point:  
Thence North 27° 01' 42" East 128.00 ft. to a point:  
Thence South 88° 30' 02" East 413.39 ft. to a point:  
Thence North 01° 26' 38" West 1.09 ft. to a point:  
Thence South 88° 23' 22" West 445.02 ft. to a point in the West line of the SW 1/4 of Section 13:  
Thence North 01° 26' 38" West along said West line of said 1/4 section 376.24 ft. to a point:  
Thence North 88° 33' 22" East 235.00 ft. to a point:  
Thence North 01° 26' 38" West 370.00 ft. to the point of beginning.  
Together with all reparian rights between aforementioned lands and the Milwaukee River.  
Also subject to the rights of the public in Fieldwood Road.

EXHIBIT A-3

Attachment: LVP-Schreiner (10526 : Attorney Statement)

DECLARATION

# THE LAKES OF VILLE DU PARC

THE LAKES OF VILLE DU PARC  
A CONDOMINIUM

Mequon, Wisconsin

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

LAKE ISLE DRIVE

LAKE VISTA COURT

LAKE FOREST COURT

UNIT #	ADDRESS	UNIT #	ADDRESS	UNIT #	ADDRESS
53	2647 W 124W	83	2645 W 124W	123	2653 W 126W
54	2645 W 124W	84	2643 W 124W	124	2641 W 126W
55	2631 W 124W	85	2639 W 124W	125	2623 W 26W
56	2629 W 124W	86	2637 W 124W	126	2621 W 26W
57	2614 W 123W	87	2623 W 124W	127	2617 W 26W
58	2616 W 123W	88	2621 W 124W	128	2615 W 26W
59	2626 W 123W	89	2613 W 124W	129	2603 W 26W
60	2628 W 123W	90	2611 W 124W	130	2601 W 26W
61	2634 W 123W	91	2605 W 124W	131	2600 W 26W
62	2636 W 123W	92	2603 W 124W	132	2602 W 26W
63	2643 W 123W	93	2600 W 124W	133	2614 W 26W
64	2641 W 123W	94	2602 W 124W	134	2616 W 26W
65	2635 W 123W	95	2612 W 124W	135	2620 W 26W
66	2633 W 123W	96	2614 W 124W	136	2622 W 26W
67	2627 W 123W	97	2620 W 124W	137	2634 W 26W
68	2625 W 123W	98	2622 W 124W	138	2636 W 26W
69	2615 W 123W	99	2634 W 124W	139	2623 W 26W
70	2613 W 123W	100	2636 W 124W	140	2625 W 26W
71	2609 W 123W	101	2640 W 124W	141	2630 W 26W
72	2607 W 123W	102	2642 W 124W	142	2632 W 26W
73	2603 W 124W	103	12502 W 26W	143	2642 W 126W
74	2601 W 124W	104	12504 W 26W	144	2644 W 126W
75	2604 W 124W	105	2633 W 125W		
76	2606 W 124W	106	2633 W 125W		
77	2610 W 124W	107	2627 W 125W		
78	2612 W 124W	108	2625 W 125W		
79	2630 W 124W	109	2617 W 125W		
80	2632 W 124W	110	2615 W 125W		
81	2644 W 124W	111	2603 W 125W		
82	2648 W 124W	112	2601 W 125W		
		113	2604 W 125W		
		114	2606 W 125W		
		115	2618 W 125W		
		116	2618 W 125W		
		117	2624 W 125W		
		118	2624 W 125W		
		119	2632 W 125W		
		120	2634 W 125W		
		121	2644 W 125W		
		122	2646 W 125W		

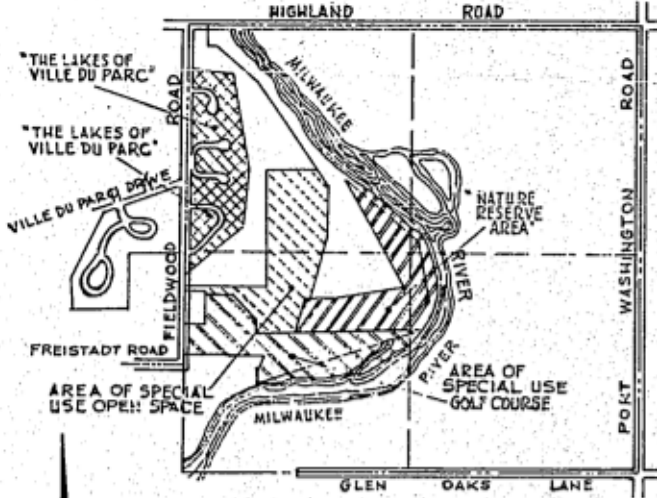
EXHIBIT A-4

Attachment: LVP-Schreiner (10526 : Attorney Statement)

DECLARATION

# THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



VICINITY MAP

### PARCEL - "A" (SEE SHEET - 5)

THAT PART OF GOVERNMENT LOTS 6, 7 AND 8 IN THE NW 1/4 AND THE SW 1/4 OF SECTION 18, T 9 N, R 22 E, 1M CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, ALL OF WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18;

THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18 AFORESAID 398.32 FT. TO A POINT, BEING THE POINT OF BEGINNING OF THE LAKES HEREIN TO BE DESCRIBED;

THENCE NORTH 89° 27' 10" EAST 952.65 FT. TO A POINT;

THENCE NORTH 89° 24' 19" EAST 956.45 FT. TO A POINT;

THENCE SOUTH 35° 05' 07" EAST 210.71 FT. TO A POINT;

THENCE SOUTH 03° 25' 39" EAST 583.62 FT. TO A POINT;

THENCE SOUTH 13° 34' 16" WEST 727.19 FT. TO A POINT;

THENCE SOUTH 87° 46' 21" WEST 51.96 FT. TO A POINT;

THENCE SOUTH 13° 34' 16" WEST 415.12 FT. TO A POINT;

THENCE NORTH 88° 43' 21" EAST 1276.39 FT. TO A POINT, BEING A MEANDER POINT ON THE WESTERN BANK OF THE MELANCKE RIVER;

THENCE SOUTH 30° 51' 22" WEST ALONG SAID MEANDER LINE 30.03 FT. TO A POINT ON THE NORTH LINE OF PARCEL 4 OF TRACT 5 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 141040 AFORESAID;

THENCE NORTH 88° 10' 41" EAST 7.54 FT. TO A POINT ON A MEANDER LINE ALONG THE WESTERN BANK OF THE MELANCKE RIVER;

THENCE SOUTH 71° 58' 22" WEST ALONG SAID MEANDER LINE 1839.23 FT. TO A POINT;

THENCE NORTH 01° 35' 18" WEST 157.97 FT. TO A POINT;

THENCE NORTH 88° 24' 42" EAST 5.75 FT. TO A POINT;

THENCE NORTH 27° 01' 42" EAST 128.00 FT. TO A POINT;

THENCE SOUTH 88° 30' 02" WEST 413.39 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 1.09 FT. TO A POINT;

THENCE SOUTH 88° 23' 22" WEST 445.02 FT. TO A POINT IN THE WEST LINE OF THE SW 1/4 OF SECTION 18;

THENCE NORTH 01° 26' 38" WEST ALONG SAID WEST LINE OF SAID 1/4 SECTION 376.24 FT. TO A POINT;

THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 375.00 FT. TO A POINT;

THENCE SOUTH 88° 33' 22" WEST 235.00 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 65.34 FT. TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIPARIAN RIGHTS BETWEEN AFORESAID LANDS AND THE MELANCKE RIVER.

ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD

### PARCEL - "B" (SEE SHEET - 3 AND 4)

THAT PART OF THE SW 1/4 AND THE NW 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18; THENCE NORTH 01° 40' 39" WEST ALONG THE WEST LINE OF THE NW 1/4 OF SECTION 18 AFORESAID 2141.87 FT. TO A POINT; THENCE SOUTH 85° 40' 39" EAST 656.00 FT. TO A POINT; THENCE SOUTH 07° 59' 44" EAST 1122.49 FT. TO A POINT; THENCE SOUTH 04° 07' 36" WEST 691.83 FT. TO A POINT; THENCE SOUTH 50° 43' 12" WEST 884.95 FT. TO A POINT IN THE WEST LINE OF THE SW 1/4 OF SECTION 18; THENCE NORTH 01° 24' 38" WEST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18 AFORESAID 270.00 FT. TO THE POINT OF BEGINNING. SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD.

DECEMBER 6, 1984

I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAN IS A CORRECT REPRESENTATION OF THE LAKES OF VILLE DU PARC CONDOMINIUM AS PROPOSED, AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN. (THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAN. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OR DIMENSIONALITY OF THE ARCHITECTURAL FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONSTRUCTED IN THE PLAS-GRE, THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

*Kenneth E. Burke*  
KENNETH E. BERKE, REGISTERED WISCONSIN LAND SURVEYOR 18107

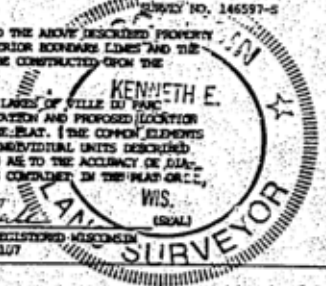


EXHIBIT B

Attachment: LVP-Schreiner (10526 : Attorney Statement)

DECLARATION

# THE LAKES OF VILLE DU PARC

THE LAKES OF VILLE DU PARC  
A CONDOMINIUM

Mequon, Wisconsin

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

LAKE ISLE DRIVE

LAKE VISTA COURT

LAKE FOREST COURT

UNIT #	ADDRESS
53	2647 W 124N
54	2645 W 124N
55	2631 W 124N
56	2629 W 124N
57	2614 W 123N
58	2616 W 123N
59	2626 W 123N
60	2628 W 123N
61	2634 W 123N
62	2636 W 123N
63	2643 W 123N
64	2641 W 123N
65	2635 W 123N
66	2633 W 123N
67	2627 W 123N
68	2625 W 123N
69	2615 W 123N
70	2613 W 123N
71	2609 W 123N
72	2607 W 123N
73	2603 W 124N
74	2601 W 124N
75	2604 W 124N
76	2606 W 124N
77	2610 W 124N
78	2612 W 124N
79	2630 W 124N
80	2632 W 124N
81	2646 W 124N
82	2648 W 124N

UNIT #	ADDRESS
83	2645 W 124N
84	2643 W 124N
85	2639 W 124N
86	2637 W 124N
87	2623 W 124N
88	2621 W 124N
89	2513 W 124N
90	2611 W 124N
91	2605 W 124N
92	2603 W 124N
93	2600 W 124N
94	2602 W 124N
95	2612 W 124N
96	2614 W 124N
97	2620 W 124N
98	2622 W 124N
99	2634 W 124N
100	2636 W 124N
101	2640 W 124N
102	2642 W 124N
103	12502 W 26W
104	12504 W 26W
105	2635 W 125N
106	2633 W 125N
107	2627 W 125N
108	2625 W 125N
109	2617 W 125N
110	2615 W 125N
111	2603 W 125N
112	2601 W 125N
113	2604 W 125N
114	2606 W 125N
115	2516 W 125N
116	2618 W 125N
117	2624 W 125N
118	2626 W 125N
119	2632 W 125N
120	2634 W 125N
121	2644 W 125N
122	2646 W 125N

UNIT #	ADDRESS
123	2643 W 126N
124	2641 W 126N
125	12623 W 26W
126	12621 W 26W
127	12617 W 26W
128	12615 W 26W
129	12603 W 26W
130	12601 W 26W
131	12600 W 26W
132	12602 W 26W
133	12614 W 26W
134	12616 W 26W
135	12620 W 26W
136	12622 W 26W
137	12634 W 26W
138	12636 W 26W
139	2623 W 126N
140	2625 W 126N
141	2630 W 126N
142	2632 W 126N
143	2642 W 126N
144	2644 W 126N

EXHIBIT B

Attachment: LVP-Schreiner (10526 : Attorney Statement)

VOL 520 PART 626  
DECLARATION

SHEET 3 OF 8

# THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

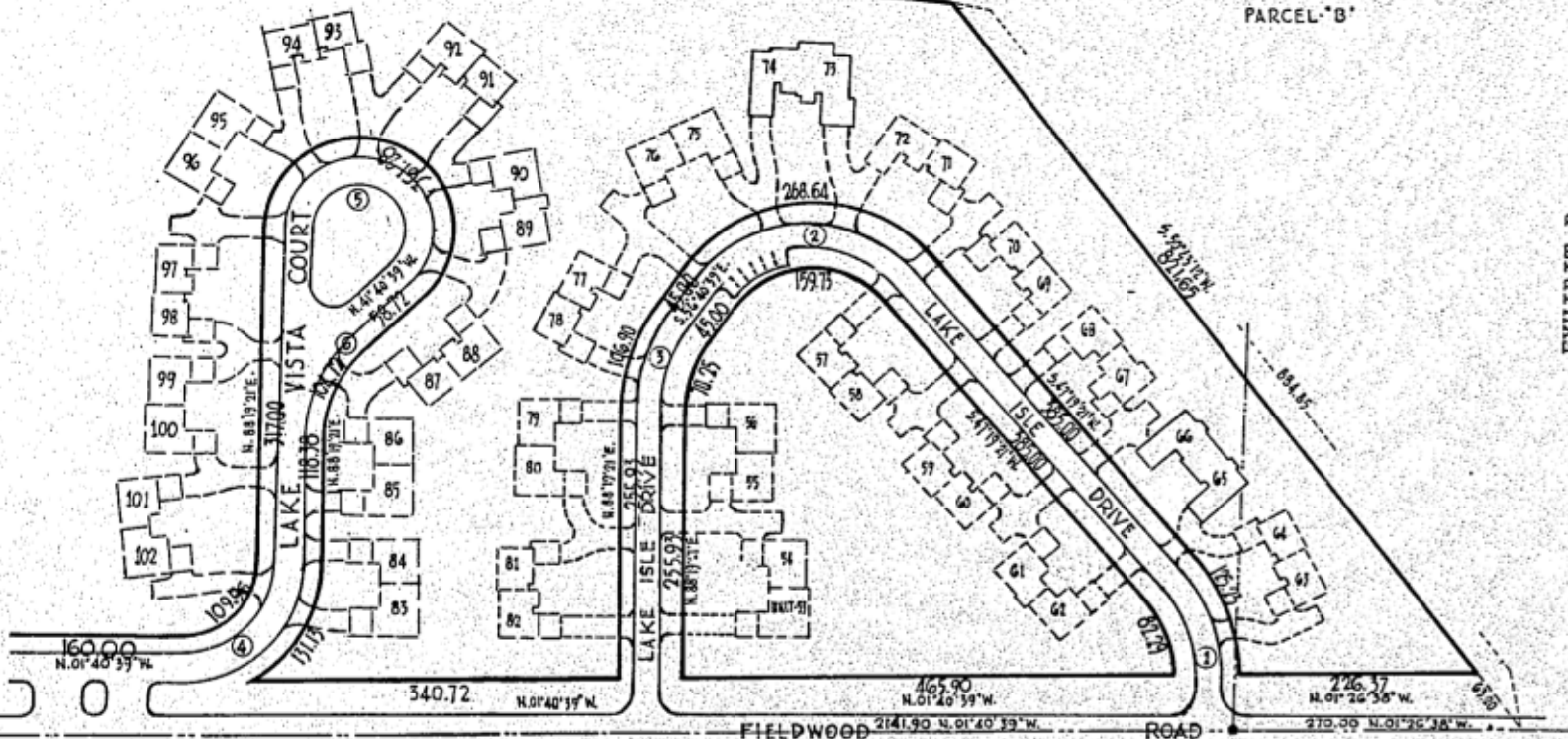
PARCEL "B"



S.07°59'44"E.  
1122.49

691.83

S.04°07'16"W.



160.00  
N.01°40'39"W.

340.72  
N.01°40'39"W.

2141.90  
N.01°40'39"W.

465.90  
N.01°40'39"W.

226.37  
N.01°26'38"W.

270.00  
N.01°26'38"W.

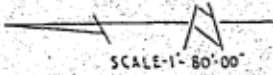
WEST 1/4 COR. OF  
SECTION 18, T.9 N., R.22 E.

EXHIBIT B

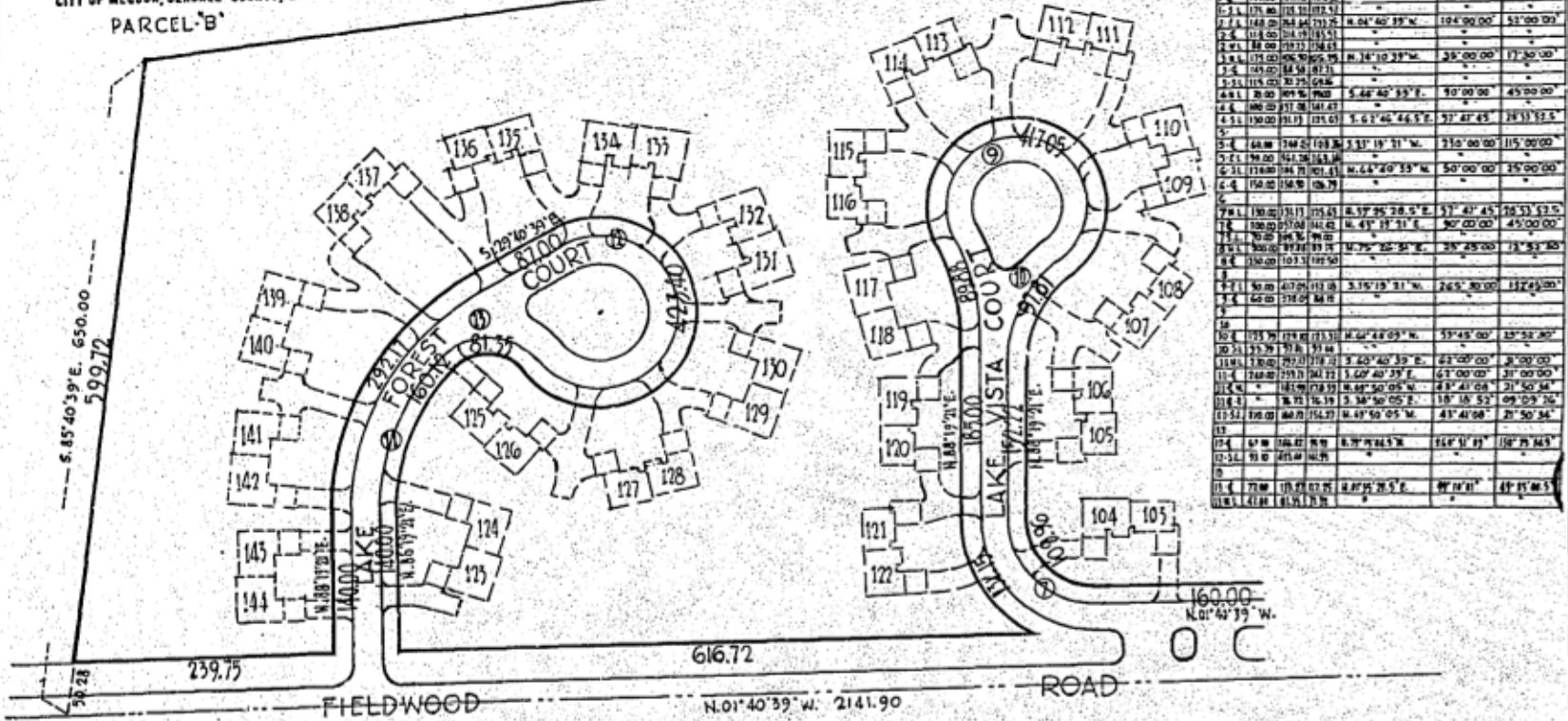
Attachment: LVP-Schreiner (10526 : Attorney Statement)

# THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN  
PARCEL 'B'



S. 07° 59' 44" E.  
1122.49



NO.	BEARING	ARC	CHORD	CHORD BEARING	A	A/2
1	N. 81° 45' 30\"/>					

Attachment: LVP-Schreiner (10526 : Attorney Statement)



# THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN

AREA OF SPECIAL USE  
OPEN SPACE  
THE LAKES OF VILLE DU PARC

AREA OF SPECIAL USE  
GOLF COURSE  
THE LAKES OF VILLE DU PARC

THAT PART OF GOVERNMENT LOTS 6, 7 AND 8 IN THE NW 1/4 AND THE SW 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, ALL OF WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18:

THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18 AFORESAID 398.32 FT. TO A POINT, BEING THE POINT OF BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED:

THENCE NORTH 89° 27' 10" EAST 952.65 FT. TO A POINT;

THENCE NORTH 02° 13' 55" WEST 1374.63 FT. TO A POINT;

THENCE NORTH 89° 24' 19" EAST 556.46 FT. TO A POINT;

THENCE SOUTH 35° 05' 07" EAST 210.71 FT. TO A POINT;

THENCE SOUTH 03° 25' 39" EAST 583.62 FT. TO A POINT;

THENCE SOUTH 13° 34' 16" WEST 727.19 FT. TO A POINT;

THENCE SOUTH 07° 46' 21" WEST 51.96 FT. TO A POINT;

THENCE SOUTH 13° 34' 16" WEST 415.12 FT. TO A POINT;

THENCE SOUTH 88° 43' 21" WEST 495.62 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 164.13 FT. TO A POINT;

THENCE NORTH 42° 13' 53" WEST 350.46 FT. TO A POINT;

THENCE SOUTH 89° 37' 10" WEST 319.57 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 5.00 FT. TO A POINT;

THENCE SOUTH 88° 33' 22" WEST 235.00 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 65.34 FT. TO THE POINT OF BEGINNING.

ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD

THAT PART OF THE SW 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 18:

THENCE SOUTH 01° 26' 38" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18 AFORESAID 463.66 FT. TO A POINT;

THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT;

THENCE SOUTH 01° 26' 38" EAST 5.00 FT. TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE LANDS HEREIN TO BE DESCRIBED:

THENCE NORTH 89° 27' 10" EAST 319.57 FT. TO A POINT;

THENCE SOUTH 42° 13' 53" EAST 350.46 FT. TO A POINT;

THENCE SOUTH 01° 26' 38" EAST 164.13 FT. TO A POINT;

THENCE NORTH 88° 43' 21" EAST 1772.01 FT. TO A POINT ON A MEANDER LINE ALONG THE WESTERLY BANK OF THE MILWAUKEE RIVER;

THENCE SOUTH 30° 51' 21" WEST ALONG SAID MEANDER LINE 30.03 FT. TO A POINT ON THE NORTH LINE OF PARCEL 4 OF TRACT 5 OF CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NO. 191040 AFORESAID;

THENCE NORTH 88° 10' 41" EAST 7.54 FT. TO A POINT ON A MEANDER LINE ALONG THE NORTHERLY BANK OF THE MILWAUKEE RIVER;

THENCE SOUTH 31° 08' 22" WEST ALONG SAID MEANDER LINE 1839.23 FT. TO A POINT;

THENCE NORTH 01° 35' 18" WEST 157.97 FT. TO A POINT;

THENCE NORTH 88° 24' 40" EAST 5.75 FT. TO A POINT;

THENCE NORTH 87° 01' 42" EAST 126.00 FT. TO A POINT;

THENCE SOUTH 88° 30' 02" WEST 413.39 FT. TO A POINT;

THENCE NORTH 01° 26' 38" WEST 1.09 FT. TO A POINT;

THENCE SOUTH 88° 23' 22" WEST 445.02 FT. TO A POINT IN THE WEST LINE OF THE SW 1/4 OF SECTION 18;

THENCE NORTH 01° 26' 38" WEST ALONG SAID WEST LINE OF SAID 1/4 SECTION 376.24 FT. TO A POINT;

THENCE NORTH 88° 33' 22" EAST 235.00 FT. TO A POINT;

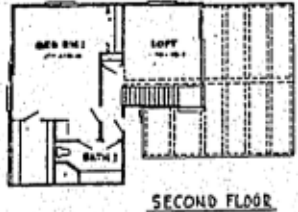
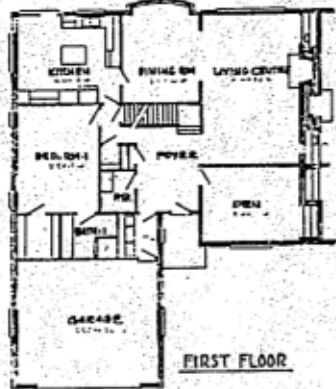
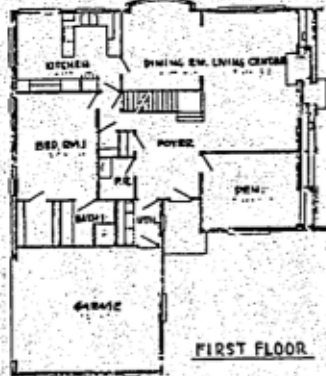
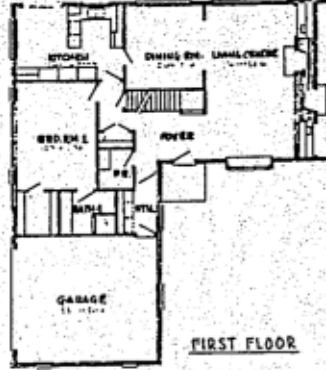
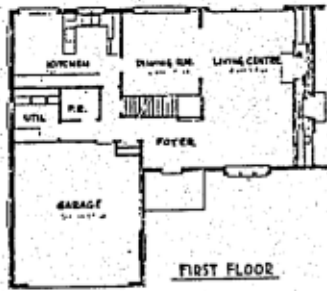
THENCE NORTH 01° 26' 38" WEST 370.00 FT. TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIPARIAN RIGHTS BETWEEN AFORESAID LANDS AND THE MILWAUKEE RIVER.

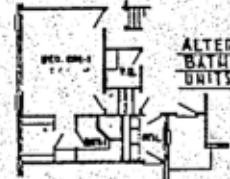
ALSO SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD.

EXHIBIT B

Attachment: LVP-Schreiner (10526 : Attorney Statement)

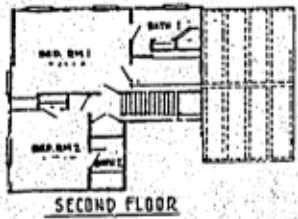


**NOTE:**  
SEE SHEET 8 OF 8  
FOR APPROXIMATE  
ROOM DIMENSIONS

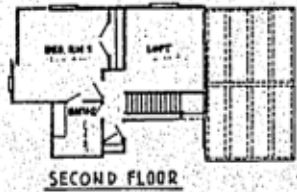


# THE LAKES OF VILLE DU PARC

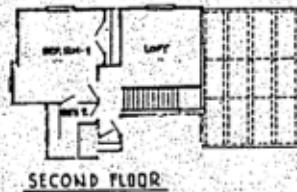
CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



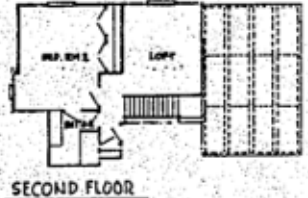
**MODEL 85/190**  
1858 SQ. FT.



**MODEL 85/200**  
3112 SQ. FT.



**MODEL 85/300**  
2354 SQ. FT.



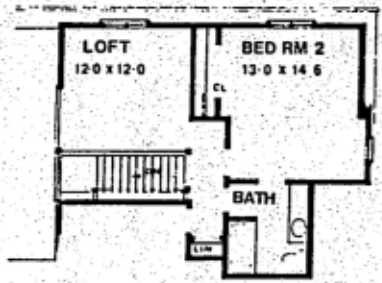
**MODEL 85/400**  
2403 SQ. FT.

EXHIBIT B

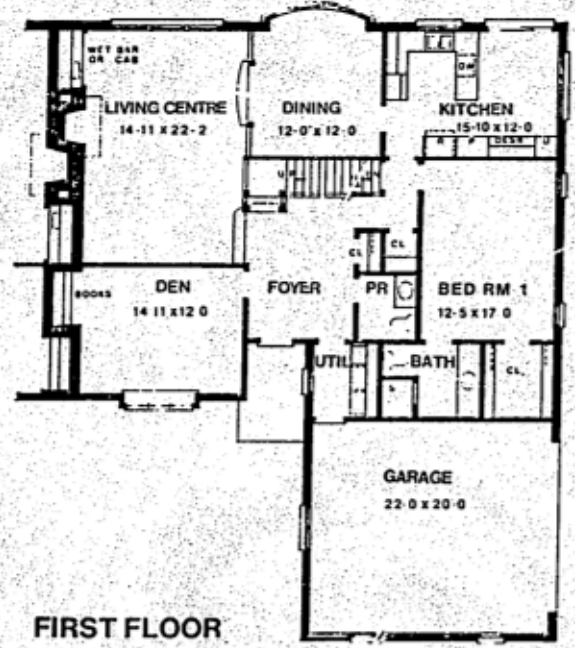
Attachment: LVP-Schreiner (10526 : Attorney Statement)

# THE LAKES OF VILLE DU PARC

CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN



SECOND FLOOR  
564 SF



FIRST FLOOR  
1709 SF

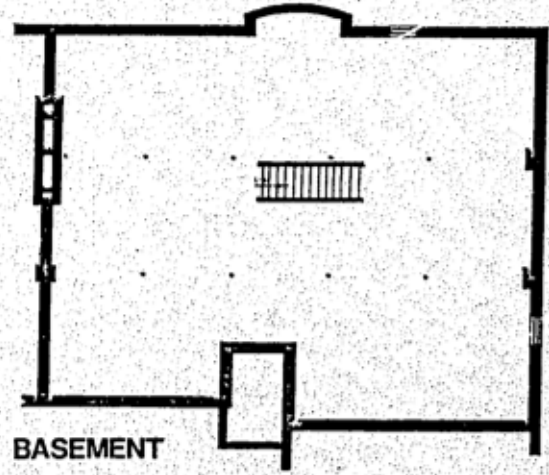


EXHIBIT B

Attachment: LVP-Schreiner (10526 : Attorney Statement)

**Beth Kong**

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**From:** Kelly Tolocko  
**Sent:** Wednesday, July 30, 2025 6:28 PM  
**To:** lschreiner1234@gmail.com; jandls7@aol.com; Brian Sajdak; Caroline Fochs  
**Subject:** 2633 West Lake Isle Drive Sunroom Appeal

Hi Caroline. Please see my Board of Appeals letter below and forward on to the board for the August 7th meeting at 6:00 p.m..

Dear Appeals Board:

I am writing on behalf of my constituents Jim and Laura Schreiner in regards to their very sensible proposal for a 13 x 16 sunroom located at 2633 West Lake Isle Drive.

This situation is unique and does not fit the typical variance situation. The current declaration, drafted upon the subdivision's inception, predates the commonality of modern sunroom additions, making it difficult to directly apply its provisions to this specific structure. This isn't a deviation from established rules, but a situation where the declaration is silent on this particular type of improvement. Notably, this neighborhood has already seen twelve (12) similar sunroom additions approved without reservation. Approving the Schreiners' proposal aligns with established community practice and ensures equitable treatment for all residents.

By granting this variance, this would NOT in any way subject the City to any liability. As written in Attorney Sajdak emailed dated July 16, 2025 email, he states "While I agree that the City would have **no** liability if such an encroachment would be approved, I do not agree that ownership lines should not be reviewed by the City when approving structures". I think we can all agree that the City reviewing ownership lines is best practice and that this proposal poses no risk to the City or ownership lines.

I do not believe that because the list of limited common elements is not explicitly written that it should be interpreted as absent as proposed by the City Attorney. Instead, the Appeals Board should interpret that since the declaration does not have an exhaustive list, that it was meant to be interrupted broadly, as the list is NOT meant to be exhaustive. This has been the direction the Common Council has asked the board to take in previous years and continues to echo similar sentiments now.

I believe Attorney Sajdak also agrees in his July 15, 2025 email, where he notes that "the issue is that the declaration specifically identifies a number of **possible** features as limited common element" (porches, patios, walkways and driveways)."

While the City Attorney raises a valid point regarding the declaration's enumerated examples of limited common elements, it's crucial to recognize that this list is illustrative, not exhaustive. As a foundational document, it couldn't foresee every potential future improvement. The principle of limited common elements allows for additions that serve a similar purpose, such as expanding a private living area without diminishing shared common elements. The Schreiner's already have a deck in the proposed area for the sunroom which is already exclusive for their enjoyment.

Furthermore, enclosing a limited common element does not convert it into a portion of the unit in a way that negatively impacts ownership shares. The current deck is already existing, exclusive for the Schreiners' exclusive use. The prior 12 sunroom approvals through the HOA demonstrates a consistent

interpretation that these types of enclosures on limited common elements do not diminish common ownership or necessitate changes to the plat.

Finally, the argument that "Allowing the conversion of common element to unit means that the respective ownership shares are negatively impacted. Thus, an amended to the plat and/or declaration to clarify the ability to make such conversion is required as doing so ensures that all interested parties accept the possibility of a change in their ownership interest".

**I would reinforce that there is already an existing deck which already gives ownership to the residents of this space.** By allowing the sunroom, it only changes the use by the unit owner and does not encroach on the shared common elements or impact others ownership. Instead allowing replacement of the existing deck with this sunroom, it enhances the home values, ascetics and overall neighborhood. The expansion of the Schreiners' private living space doesn't convert common elements to a unit, but rather enhances their enjoyment of a space already designated for their exclusive use.

The Schreiners' sunroom proposal aligns with HOA precedent, uses an existing limited common element, and doesn't negatively affect common ownership. The Appeals Board is urged to approve this variance, ensuring equitable treatment and recognizing the adaptable nature of the declaration.

Kindly,  
Kelly Tolocko  
Alderwoman District 2  
Mequon, WI  
414/651-7773

Attachment: Tolocko Email 2633 West Lake Isle Drive Sunroom Appeal (10540 : Ald Tolocko Email)

January 16, 1986

Mr. James E. Duwe  
Building Inspector  
City of Mequon  
11333 N. Cedarburg Road  
Mequon, Wisconsin 53092

Dear Jim:

The following is in response to your letter dated January 7, 1986.

The condominium declarations, which you provided to me, make it clear that additions into the limited common area were contemplated. However, in my opinion, it is not incumbent upon the Architectural Board to determine where ownership lies, or what the relative rights are within a condominium development. If a condominium owner does something contrary to the by-laws of his association, enforcement is up to the association, not the City. To do otherwise, would require the City to monitor every association agreement extant, which is neither practical or desirable.

In short, I see no liability attaching to the City if the Board architecturally approves a structure which encroaches on common areas.

Very truly yours,

John A. Meyer  
Mequon City Attorney

JAM:ak

cc: D. A. Roensch

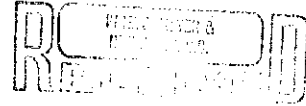
Attachment: 1986 City Attorney Opinion (10541 : Attorney Carter Docs)

## CITY OF MEQUON

11333 N. CEDARBURG ROAD 60 W.  
MEQUON, WISCONSIN 53092

PHONE 414/242-3100

January 7, 1986



JAN 9 1986

John Meyer, City Attorney  
Prieve, Meyer & Nestigen  
1042 E. Juneau Avenue  
Milwaukee, WI 53202

Dear John:

The Architectural Board at their meeting on January 6, 1986 denied approval of a sun-room addition to the two family condominium at 1430 W. Westport Circle. The denial was based on not knowing if the addition was legally proper, because the condominium owner does not "own" the property or land around the home. The owner has joint ownership along with the homeowner in the development. The question is, can the Architectural Board approve additions to condominiums, and is the city liable for approving the encroachment of a building into the common areas of a development?

Enclosed are parts of the Cedar Ridge Condominium Agreement, pertaining to this problem.

Respectfully,

James E. Duwe  
Building Inspector

JED:js

Enclosures

Attachment: 1986 City Attorney Opinion (10541 : Attorney Carter Docs)

has access are shown on the survey and set of floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant, 10140 North Port Washington Road, Mequon, Wisconsin 53092.

(b) The boundaries of each unit shall consist of that part of each building as follows:

(i) The vertical or parametrical boundaries of the unit shall be [a] exterior - the plane of the exterior of the outside walls (including the garage door, all other doors and windows) of the building bounding a unit and the vertical plane or planes of the exterior of all portions of the building extending through the roof (e.g., chimneys, dormers, vents) extended to an intersection with the upper and lower boundaries; and [b] interior wall - the center line of the wall separating the two units in each building extended to an intersection with the upper and lower boundaries; and

(ii) The upper boundary of the unit shall be the plane or planes of the exterior of the roof and the horizontal plane or planes of any portions of the building extending through the roof (e.g., chimneys, dormers, vents) and the lower boundary shall be the undersurface of the basement floor or garage floor, as applicable.

(c) Each unit shall contain two or more bedrooms, at least two baths, kitchen, dinette, utility area, attached two-car garage and a full basement. The units will vary in size from approximately 1,400 square feet to approximately 2,500 square feet.

(d) Any utility lines and plumbing equipment located outside of units, and any utility lines and plumbing equipment contained inside the boundaries of a particular unit but which service a different unit, are common elements and shall be repaired and maintained by and at the expense of Cedar Ridge Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace and water heater for each unit are part of the respective unit serviced by said items and shall be repaired and maintained by and at the expense of the unit owner of said unit.

(e) If any portion of the common or limited common elements shall encroach upon any unit, or if any unit

shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall include all of the Condominium except its units and shall include, but not be limited to, the following: land, driveways, private roads, roadside parking spaces, walks, bikeways, the well and water system servicing the Condominium, pumphouse and ponds. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association. Without limiting the generality of the foregoing, the common elements shall specifically include the following:

(a) Domestic Water Supply. The Association shall operate and maintain, as a common element, a domestic water supply system consisting of a well, pump, pumphouse, mains, laterals, storage reservoir and other equipment and facilities providing for a central system of water distribution for domestic use by all units. All units shall be connected to the domestic water supply system. Water provided by this domestic water supply system may be used only for interior, household purposes such as bathing, cooking, cleaning, drinking, laundry, sanitary sewage disposal and the watering of interior plants. Water provided by this domestic water supply system may not be used for exterior purposes such as watering of lawns, shrubs, flowers or vegetables, car washing or exterior house cleaning. The City of Mequon may, if necessary, use water from the domestic water system as a secondary source of water for fire protection within the Condominium and the Association shall make no charge of any kind, type or description against the City for any water so used, nor shall the City be liable for any assessments for the maintenance of the domestic water system. In the event the City of Mequon or a public

5. Description of Limited Common Elements.

(a) The following common elements are permanently assigned to and limited to the use of units as follows (the "limited common elements"):

(i) The driveway servicing each unit (extending from the unit garage door to the private road) as shown on the Condominium Plat;

(ii) The land area surrounding each unit as shown on the Condominium Plat (the "yard"); and

(iii) All walks, lighting fixtures, trees, shrubs and any other plants, fixtures or structures located within each unit's yard.

(b) Each unit owner shall have the right, subject to the prior approval of plans by the Design Review Committee (if then established pursuant to the By-Laws of the Association; otherwise, by the Board of Directors of the Association), to construct and attach an enclosed porch to the rear of his unit. Such porch must be located entirely within the unit's yard and shall be a limited common element appurtenant to the unit to which it is attached, to be maintained and repaired by and at the expense of the unit owner.

6. Declarant's Right to Modify Units. Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a unit during the construction of such unit provided, however, that Declarant may not cause the unit to be located outside of or exceed the boundaries of the area surrounding each unit which is indicated on the Condominium Plat as the "Unit Expansion Area". In the event Declarant exercises its rights with respect to any unit, Declarant shall file an amendment to the Condominium Plat with the Register of Deeds of Ozaukee County showing the exact location, size and floor plans of the modified unit. As each unit is constructed, any portion of the Unit Expansion Area surrounding a unit which becomes occupied by a unit shall become a part of such unit. Any portion of the Unit Expansion Area which does not become occupied by a unit shall be a part of the yard appurtenant to each unit as a limited common element.

Section 14. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the Property (including the planting of trees and shrubs in any portion of the common or limited elements) without the prior written approval of the Design Review Committee, described below, except that a unit owner may plant flowers or ground covering plants within five feet of the exterior walls of his unit without such prior approval. The provisions of this section shall not apply to units owned by the Declarant until such units shall have been conveyed by the Declarant. The Board of Directors and the Association shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements.

Section 15. Architectural and Design Control.

(a) A Design Review Committee consisting of three or more persons shall be appointed by the Board of Directors and shall be responsible to the Board. Until such time as the Board of Directors appoints the members of the Design Review Committee, the Board shall serve as such Committee. As long as Declarant owns one or more units in the Condominium, Declarant may, at Declarant's option, serve as a member of the Design Review Committee. The Design Review Committee shall regulate the external design and appearance of the units and the design, appearance and location of improvements to the common areas and limited common areas in such a manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and functional utility of the Condominium as a place to live, including a harmonious relationship among structures, vegetation and topography.

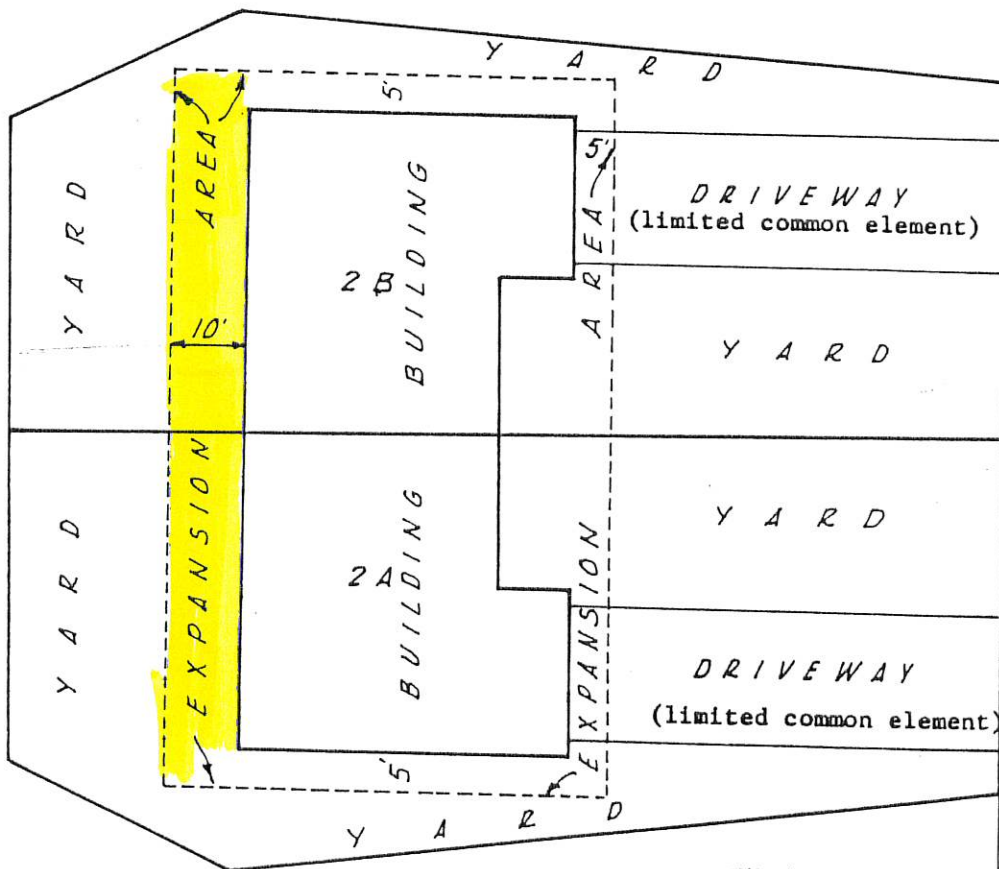
(b) Except as otherwise specifically provided in the Declaration or these By-Laws, and except with respect to the construction of units and the improvement of the Property by Declarant, no building, fence, wall, swimming pool, antenna structure or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to a unit or to any other structure or to the ground) shall be commenced,

CEDAR RIDGE CONDOMINIUM

TYPICAL  
UNIT EXPANSION AREA - DRIVEWAY & YARD

SCALE 1" = 20'

NOTE:  
LOTS ABUTTING SANITARY SEWER EASEMENT  
ARE PROHIBITED FROM EXPANSION ON TO EASEMENT



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Attachment: 1986 City Attorney Opinion (10541 : Attorney Carter Docs)



**ARCHITECTURAL BOARD MINUTES**

**Monday, April 8, 2019**

**6:30 PM**

**Downstairs Conference Room**

**Minutes**

**1. Call to Order, Roll Call**

**Present:** Chairman Roger Davison

Members at Large: Scott Reed, Paul Apfelbach, John Mikkelson

Aldermanic District Members: Michael Wade, Christine Korjenek, Paul Mattingly,  
Joe Berkhahn, Bruce Stern

Building Inspector: Paul Launer

**2. Meeting Minutes**

Minutes from the March 11, 2019 meeting were approved by the Chairperson At Large, Roger Davison and seconded by Member At Large, Scott Reed. A vote was taken and the meeting minutes were passed.

Attachment: architectural board minutes 2019 (004) (10541 : Attorney Carter Docs)

## 3. Application Submittals:

No.	Alder. District /Time	Type of App	Owner(s) / Project Address	Contractor
1)	Dist. 2 6:30 pm	<b>Addition:</b> Living Room	Trevor & Amanda Skogen 11317 N. Rosewood Drive  Subd: Braatz	Cont: Owner  Arch: Owner
<p>Moved to Approve: <u>Wade</u></p> <p>Seconded by: <u>Mikkelson</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>5-1</u></p> <p>Conditions: Plans were approved as submitted with the condition that all new material to match existing material and colors.</p>				
2)	Dist. 2 6:40 pm	<b>New Single Family Residence</b>	Barry & Marilyn Finegold 4545 W. Laverna Avenue  Subd: Community Terrance	Cont: Owner  Arch: Michelle Wichgers
<p>Moved to Approve: <u>Reed</u></p> <p>Seconded by: <u>Wade</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted.</p>				
3)	Dist. 4 6:45 pm	<b>New Single Family Residence</b>	Eric Schultz & Norma Valencia 10921 N. Raider Court  Subd: Highlander Estates	Cont: Tim O'Brien Homes  Arch: Andrew Elder
<p>Moved to Approve: <u>Mattingly</u></p> <p>Seconded by: <u>Mikkelson</u></p> <p>Approved: <u>Yes</u></p> <p>Vote: <u>6-0</u></p> <p>Conditions: Plans approved as submitted with the following conditions:</p> <ol style="list-style-type: none"> <li>1. Add grids on rear patio doors to match windows.</li> <li>2. On front elevation, add shaker siding on upper gable to match other gable on front.</li> </ol>				

4)	Dist. 4 6:50 pm	<b>New Single Family Residence</b>	Tim O'Brien Homes 8460 W. Highlander Drive  Subd: Highlander Estates	Cont: Tim O'Brien Homes  Arch: Andrew Elder
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Moved to Approve: Mattingly  
 Seconded by: Reed  
 Approved: Yes  
 Vote: 6-0

Conditions: Plans approved as submitted with the condition that all stone ends on inside corners.

5)	Dist. 4 6:55 pm	<b>New Single Family Residence</b>	Veridian Homes LLC 8130 W. Mourning Dove Lane  Subd: The Enclave	Cont: Veridian Homes LLC  Arch: Veridian Homes LLC
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Moved to Approve: Mattingly  
 Seconded by: Reed  
 Approved: Yes  
 Vote: 6-0

Conditions: Plans approved as submitted with the condition that grids are added to rear patio doors.

6)	Dist. 7 7:00 pm	<b>Addition:</b> Master Bedroom Dressing Room	Kurt & Lori Bechthold 9701 N. Columbia Drive  Subd: Columbia Reserve	Cont: Steve Miswald LLC  Arch: HB Designs
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Moved to Approve: Reed  
 Seconded by: Davison  
 Approved: Yes  
 Vote: 3-0

Conditions: Plans approved as submitted with the following conditions:

1. Brick on addition to match existing.
2. Entire house will be re-roofed.

7)	Dist. 1 7:10 pm	<b>Addition:</b> Sunroom	Mike Disabato 2621 W. Lake Vista Court	Cont: Siding Unlimited
			Subd: Ville Du Parc #7	Arch: Siding Unlimited

Moved to Approve: Stern  
 Seconded by: Apfelbach  
 Approved: Yes  
 Vote: 5-1

Conditions: Plans approved as submitted with the following conditions:  
 1. Roof to match existing and meets code requirements.  
 2. Windows consistent throughout (grids or no grids).

8)	Dist. 1 7:20 pm	<b>New Single Family Residence</b>	Main & Asma Masri 12900 N. Highgate Court	Cont: Anderson Homes
			Subd: Highgate	Arch: Bruce Rogers

Moved to Approve: Stern  
 Seconded by: Reed  
 Approved: Yes  
 Vote: 6-0

Conditions: Plans approved as submitted with the following conditions:  
 1. Continue with brick on front elevation bay with brick ending on inside corner.  
 2. Add grids to:  
 A. Sliding patio doors on rear elevation.  
 B. Three windows on rear elevation.  
 C. Three windows on left elevation.

9)	Dist. 3 7:25 pm	<b>Re-Submittal:</b> New Single Family Side x Side Condos.	The Hoff Group 12417/12425 N. Crane Bay Ct.	Cont: Northtrack Construction
		Changes to approved plans	Subd: The Woods at Highland Park	Arch: Architectural Dev.

Moved to Approve: Irvin  
 Seconded by: Davison  
 Approved: Yes  
 Vote: 5-1

Conditions: Re-Submitted plans approved.

Attachment: architectural board minutes 2019 (004) (10541 : Attorney Carter Docs)

10)	Dist. 4 7:35 pm	<b>Re-Submittal: Window &amp; Door</b>  Changes to approved plans	Dean Murray & Scott Matthews 8414 W. County Line Road  Subd: N/A	Cont: Home Enhancements  Arch: Risch Residential Design
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Moved to Approve: Reed  
 Seconded by: Korjenek  
 Approved: Yes  
 Vote: 5-0

Conditions: Re-Submitted plans approved.

4. **Motion to Adjourn**

Action:

Member At Large, John Mikkelson made a motion to adjourn.  
 Chairperson At Large, Roger Davison seconded the motion.  
 A voice vote was taken; voted passed 5-0

Meeting adjourned at 7:37 p.m.



**List of Additions built 1986 - 2024  
Lakes of Ville du Parc  
Condominium**

By examining historical aerial photographs we were able to identify 12 additions built onto units that are outside the original unit areas. Older photos are of low quality and aerial photos are not taken every year so a range identifying our best estimate as to the time of construction is provided.

- |     |                        |             |
|-----|------------------------|-------------|
| 1.  | 2621 Lake Vista Court  | 2018 - 2020 |
| 2.  | 2606 Lake Isle Drive   | 2007 - 2010 |
| 3.  | 2616 Lake Forest Court | 2007 - 2010 |
| 4.  | 2639 Lake Vista Court  | 2005 - 2007 |
| 5.  | 2632 Lake Isle Drive   | 2005 - 2007 |
| 6.  | 2610 Lake Isle Drive   | 2000 - 2005 |
| 7.  | 2605 Lake Vista Court  | 2000 - 2005 |
| 8.  | 2609 Lake Isle Drive   | 1900 - 2000 |
| 9.  | 2602 Lake Vista Court  | 1900 - 2000 |
| 10. | 2601 Lake Park Court   | 1986 - 1900 |
| 11. | 2603 Lake Isle Drive   | 1986 - 1900 |
| 12. | 2606 Lake Park Court   | 1986 - 1900 |

*Lakes of Ville Du Parc  
Examples of prior additions to condo units*



*2609 Lake Isle Dr*



*2605 Lake Vista Ct*



*2603 Lake Isle Dr*



*2606 Lake Isle Dr*



*2606 Lake Park Ct*



*2601 Lake Park Ct*



2621 Lake Vista Ct



2602 Lake Vista Ct



2610 Lake Isle Dr



2639 Lake Vista Ct



2632 Lake Isle Dr



2616 Lake Forest Ct

# HUSCH BLACKWELL

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July 31, 2025

## VIA E-MAIL

City of Mequon Board of Zoning Appeals  
11333 North Cedarburg Road  
Mequon, Wisconsin 53092

Re: Supplemental Submission—Appeal of Denial of Building Permit, 2633 W. Lake Isle Dr., Mequon (Schreiner Sunroom Addition)

Dear Members of the Board:

My name is Rodney Carter, and I am an attorney with Husch Blackwell, representing Jim and Lauren Schreiner in their appeal of the denial of a building permit for a sunroom addition at 2633 W. Lake Isle Drive. Thank you for the opportunity to provide this supplemental letter in support of their appeal. In this submission, I also include a direct rebuttal to the City Attorney's legal arguments as set forth in his July 30, 2025 position statement.

### **I. This Appeal Properly Belongs Before the Board of Zoning Appeals**

This case is not about the design or appearance of the proposed sunroom. Rather, the denial was based on the City Attorney's legal interpretation of the condominium declaration and the authority of the HOA Board to approve a sunroom enclosure. Under Mequon's ordinances, the Architectural Board reviews aesthetic issues; it does not interpret or enforce private covenants, and the City has expressly declined such responsibility. Because this is a legal/administrative issue—not an architectural one—it is properly before you, the Board of Zoning Appeals.

### **II. The City's Limited Role in Private Covenants and Condo Rules**

Section 58-40(b) of the City Code (enclosed) makes clear that while the City recognizes private covenants and restrictions, it leaves enforcement to the property owners and associations themselves. The City's involvement in this matter is inconsistent with this policy and with how similar matters have been handled in the past.

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### III. The 1986 City Attorney Opinion: The City Should Not Be Policing HOA Matters

We have enclosed a 1986 City Attorney opinion. Although that opinion addressed a different condominium, its reasoning is directly relevant to this situation. The opinion states that enforcement of association rules is “up to the association, not the City.” The City Attorney further observed that requiring the City to monitor every condo agreement “is neither practical nor desirable.” The opinion also makes clear that the City incurs no liability for approving a structure that encroaches on common areas—the responsibility for compliance rests with the association’s review committee. In short, the City’s role is limited to general architectural review, not the enforcement of private association documents.

### IV. Consistency, Precedent, and Equal Protection Concerns

It is undisputed that at least twelve similar sunroom additions have been approved in the Lakes of Ville du Parc Condominiums—**none of which required Board of Appeals review**. We are enclosing details on the twelve other sunrooms which have been approved. In 2019, the Architectural Board approved a sunroom in this same development without requiring a variance. We have included the minutes from that approval. The Schreiners are now being treated differently, raising real concerns about fairness and equal protection.

The U.S. Supreme Court has held that government cannot treat similarly situated property owners differently for arbitrary reasons (*Village of Willowbrook v. Olech*, 528 U.S. 562 (2000)). Wisconsin courts have also recognized that variances are a safeguard against individual injustice and inconsistent application of zoning rules (*State ex rel. Ziervogel v. Washington County Bd. of Adjustment*, 269 Wis.2d 549 (2004); *Shannon & Riordan v. Board of Zoning Appeals of Milwaukee*, 153 Wis.2d 713 (1989)). Accordingly, the Board of Appeals cannot lawfully single out the Schreiners for different treatment without a rational, fact-based justification, especially when twelve of their neighbors have been granted the right to construct the same sunrooms under materially identical circumstances.

### V. Variance Standards Under Wisconsin Law

Under Wis. Stat. § 62.23(7)(e), this Board may grant a variance where strict enforcement would result in “unnecessary hardship,” provided the hardship is unique, not self-created, and the variance would not harm the public interest. For area variances, the standard is whether compliance would be “unnecessarily burdensome” (*State v. Waushara County Bd. of Adjustment*, 271 Wis.2d 547 (2004); Ziervogel, supra).

Here, the hardship is unique: the declaration predates modern sunroom additions and is silent on such improvements, yet twelve similar additions have been approved without Board of

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Appeals review. Denying this permit is unnecessarily burdensome and inconsistent with city practice and the public interest. Granting the variance would not harm the public; the addition aligns with the character of the neighborhood, enhances property values, and does not encroach on shared common elements. Further, the Lakes of Ville du Parc Condominium Association Board approved the sunroom at issue.

## VI. Waiver, Estoppel, and Consistency in Administration

Wisconsin courts recognize that if a city has consistently approved similar structures without requiring variances, it cannot suddenly change the rules for one homeowner (*State v. Outagamie County Bd. of Adjustment*, 244 Wis.2d 613 (2001)). The City's inconsistent enforcement in this case is exactly the type of situation these legal principles are meant to address.

## VII. Support from Elected Officials

District Alderwoman Kelly Tolocko has submitted a letter in support of the Schreiner proposal, noting that the declaration is silent on sunrooms, twelve similar additions have been approved, and that granting this permit would ensure fairness and consistency for all residents.

## VIII. Rebuttal to City Attorney's Position Statement (July 30, 2025)

### A. Incorrect Theory of Law: Statutory Authority for Improvements to Limited Common Elements

The City Attorney maintains that enclosing a limited common element (LCE) as a sunroom "converts" it to unit space, thereby changing ownership interests and triggering a statutory requirement for unanimous owner consent. This position is overly restrictive and not supported by the broader statutory framework, which provides flexibility for improving LCEs if the condominium instruments so permit.

**Statutory Language Contemplates Flexibility:** Wis. Stat. § 703.13(5m) allows a unit owner to "improve, including the enclosure of, the limited common elements appurtenant exclusively to that owner's unit," so long as the declaration does not prohibit it and all procedural conditions are met. The City Attorney's reading ignores that "enclosure" by its nature contemplates a change in use and structure, and the statute does not require a formal amendment or change in ownership interests for such improvements, unless the declaration itself so requires. The City Attorney's reliance on the need for unanimous consent under § 703.13(4) applies only if there is an actual change to percentage interests or ownership boundaries, not to routine improvements or enclosures that remain appurtenant to the same unit (see also *Aluminum Indus. Corp. v. Camelot Trails Condo. Corp.*, 194 Wis.2d 574, 535 N.W.2d 74 (Ct. App. 1995)).

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## B. Mischaracterization of Condominium Declaration Authority

The City Attorney argues that the Schreiners “recognize that these references do not specifically grant authority to the board to approve additions into Limited elements,” and that the declaration cannot be read to allow such enclosure.

**Reasonable Interpretation of Declaration:** The declaration clearly grants the Association, through its Architectural Control Committee, broad authority over “alterations” and “exterior additions,” specifically referencing porches, patios, walkways, and driveways—each defined as LCEs. Article V, Section 3 and Article IX, Section 1 require Association approval for any construction or alteration of common elements, including LCEs. The City Attorney’s assertion that these powers do not extend to enclosure is unsupported by the text, especially when the improvement does not alter other owners’ rights or percentage interests. The declaration does not prohibit such improvements, and under the statute, what is not prohibited is permitted, provided procedural safeguards are met.

## C. Past City Practice, Prior Legal Opinion, and Change in Process

The City Attorney claims that past practice and the 1986 City Attorney opinion are no longer controlling due to technological and procedural changes, and that the City is now more “proactive” in reviewing property lines and declarations.

### Consistency, Reliance, and Lack of Prejudice:

Even if the City’s internal processes have evolved, the key legal principles remain unchanged:

- The City Attorney concedes there is “no liability” for approving such additions.
- The 1986 opinion remains relevant for its core holding: the City should not police internal association matters, as this is neither practical nor desirable.
- The City Attorney’s assertion that the City can now more easily review declarations does not create a new legal obligation to do so, nor does it justify retroactively imposing new restrictions on property owners who have relied on decades of consistent City practice.
- There is no evidence of harm or legal risk to the City or to other owners from following the historical approach.

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## D. Equal Protection and Estoppel Concerns

The City Attorney argues that there is no equal protection violation because there is no evidence of “intentional, systematic and arbitrary discrimination,” and that estoppel cannot be invoked against the City in zoning matters.

**Fairness and Equal Application:** The Schreiners are not seeking special treatment—they are seeking the same treatment as at least twelve similarly situated neighbors, all of whom were granted permission for similar additions without the need for Board of Appeals review. The City Attorney’s refusal to engage with this history of consistent approvals undermines the rationale for a new, more restrictive approach. The law does not require proof of animus or “evil eye”—it requires that similarly situated applicants not be singled out for disparate treatment without a rational basis (*Village of Willowbrook v. Olech*, 528 U.S. 562 (2000)).

**Estoppel Not the Core Issue:** The rebuttal is not that estoppel strictly binds the City, but that basic fairness and reliance interests—especially where the law and declaration are at least ambiguous—should weigh in favor of the applicant where no public harm or clear statutory violation is shown.

## E. City’s Role in Reviewing Condominium Instruments

The City Attorney claims the building inspector is not precluded from reviewing the declaration, and analogizes to lot line establishment in subdivisions.

**Limits of City Authority:** There is no statutory or code provision that imposes an affirmative duty on the City to independently interpret complex condominium declarations as a condition for issuing residential permits, absent a clear public safety, health, or welfare issue. Section 58-40(b) of the City Code, and the 1986 City Attorney opinion, both affirm that the City’s role is limited and that disputes over internal governance or the meaning of declarations should be left to the association and its members.

## F. Additional Points on the City Attorney’s Equal Protection and Estoppel Arguments

The City Attorney cites *State ex rel. Cities Service Oil Co. v. Board of Appeals*, 21 Wis. 2d 516 (1963), and related cases to argue that mere inconsistent enforcement does not amount to an equal protection violation unless there is proof of intentional, arbitrary discrimination. However, the U.S. Supreme Court and more recent Wisconsin cases (*see Village of Willowbrook v. Olech*, 528 U.S.

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City of Mequon Board of Zoning Appeals  
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562 (2000); *State ex rel. Ziervogel v. Washington County Bd. of Adjustment*, 269 Wis.2d 549 (2004)) recognize that arbitrary or irrational differential treatment of similarly situated property owners is itself unlawful, regardless of animus. Here, the Schreiners are simply requesting the same treatment as their neighbors, not special exception.

## IX. Conclusion

The City Attorney's interpretation is unnecessarily restrictive, inconsistently applied, and not compelled by the statutes or the condominium declaration. The law and the declaration allow the Association, through its Architectural Control Committee, to approve improvements to limited common elements such as a sunroom enclosure, provided procedural requirements are met. There is no evidence of a change in unit ownership interests or prejudice to other owners. The Board of Appeals should sustain the Schreiners' appeal and direct the issuance of a permit, subject to compliance with any legitimate City health, safety, or design requirements.

In summary:

- The Board of Appeals is the correct forum for this legal/administrative issue.
- The City's longstanding policy and the 1986 City Attorney opinion confirm that enforcement of condo rules is not the City's responsibility.
- The Schreiners are being treated differently than their neighbors, which is neither fair nor consistent with the law.
- The legal standards for a variance are met in this case.
- Denying this permit would result in unnecessary hardship and inconsistent treatment.

For all these reasons, we respectfully request that the Board reverse the denial and approve the building permit, or, alternatively, grant a variance as allowed by law.

Respectfully and sincerely,



Rodney W. Carter, *Partner*  
 HUSCH BLACKWELL LLP

RWC:wp  
 Enclosures  
 cc: Jim and Lauren Schreiner

## Sec. 58-40. Architectural board.

- (a) *Purpose.* In order to promote the general welfare, good order and prosperity of the city and to ensure that the physical environment of the city be developed in such a manner as will provide for the maximum degree of aesthetic satisfaction through the preservation and enhancement of the natural and architectural beauty of the city, the city has deemed it necessary to regulate the architecture and appearance of buildings or structures which are constructed, altered, relocated, added to, remodeled or placed within the city. The architectural board (referred to in this section as the board) has been created for the purposes of exercising the powers and performing the duties described in this section. The board is created pursuant to chapter 2, article IX. The creation of the board is not intended to impose a pattern of regimented style or to promote a given architectural style; but is intended to provide for the harmonious and aesthetically pleasing development of the city in such a way as will promote and enhance the value of existing single-family and plex residential structures and buildings and to prevent the construction, alteration or remodeling of single-family and plex residential structures or buildings which would be inconsistent in terms of style, design, size, location orientation and/or materials presently existing within close proximity to the proposed building or structure.
- (b) *Covenants and restrictions.* The city recognizes the existence of private covenants and restrictions which may govern the building, construction or alteration of buildings and structures located within the city. The city further recognizes that such private covenants and restrictions may run with the land and bind all owners of property subjected to such covenants and restrictions. While the city recognizes the existence of such covenants and restrictions, the city has deemed it improper and imprudent to assume the responsibility for the enforcement of the covenants and restrictions, deeming enforcement to be properly determined between private property owners.
- (1) Notwithstanding the foregoing, the city has deemed it appropriate to adopt procedures which provide for the recognition of such covenants and restrictions.
  - (2) Where lands within a development or subdivision in the city shall be subject to private covenants and restrictions governing their use or development, the developer or architectural committee of the development or subdivision may register with the board. As part of any such registration, the board shall be provided with a true and correct copy of the covenants and restrictions bearing evidence that they have duly recorded in the office of the Register of Deeds for Ozaukee County. The registration shall include a plat of the development and/or subdivision and a current and accurate mailing address and telephone number through which all notices relating to this division shall be given. The information in the registration shall be periodically updated such that the board shall at all times have current information related to the developer and/or architectural committee.
  - (3) After the developer or architectural committee has properly registered with the board, the board shall provide written notification, as described in the registration, when a building permit has been applied for on lands which are subject to the private covenants and restrictions. Within 14 days of the mailing of such notice by the board, the developer or architectural committee shall provide written notice to the board that the proposed plan has either been approved or disapproved by the developer or architectural committee. The board shall not rule upon any plan for construction or alteration of any building or structure until the expiration of the 14 day period.
  - (4) Where disapproval of the plan by the developer and/or architectural committee is noted, the developer and/or architectural committee shall provide the board, in writing and with specificity, the reason(s) for the disapproval and the manner in which the developer and/or architectural committee has deemed that the proposed building, structure and/or alteration fails to conform with the private covenants and restrictions. It is specifically understood that neither the approval nor disapproval of any building, structure and/or alteration by the developer and/or architectural committee arising from

private covenants and restrictions shall in any manner bind the board, but shall only be advisory in nature. Irrespective of the approval or disapproval of the developer and/or architectural committee, the board shall approve or disapprove the proposed building, structure or alteration in conformance with its charge and with this section.

- (c) *Standards.* In determining and assessing the appropriateness of any building or structure, the board shall be guided by the standards set forth in section 58-566, as well as the following standards, and in order to inform and educate the public in their application, shall promulgate interpretive guidelines, which shall be reviewed and approved by the common council, to assist in their implementation:
- (1) No building, structure or alteration shall be permitted the exterior design, style, size or materials of which shall be inconsistent in relation to the surroundings (both in terms of natural surroundings and existing building or structures), such that the building and/or structure would result in an inharmonious and/or haphazard development of the area;
  - (2) No building, structure or alteration shall be permitted the design, materials, style or exterior appearance of which is so identical with those adjoining as to create excessive monotony and drabness;
  - (3) No building, structure or alteration shall be permitted where any proposed facade or roof is constructed or faced with a finished material which is aesthetically incompatible with other facades or roofs of surrounding properties, such that the unattractive appearance is presented to the public and surrounding properties;
  - (4) The board recognizes the value of natural beauty, including but not limited to trees, plants, and other natural features of the landscape. No building shall be permitted to be sited on a property in a manner which would unnecessarily destroy or damage or impair the natural beauty of the area, such that the same would adversely affect or impact values incident to ownership of that in that area of which would unreasonably affect or adversely impact the beauty and general enjoyment of existing residences or adjoining properties;
  - (5) The board may consider the approval or disapproval of the developer and/or architectural committee or a development or subdivision, along with the foregoing factors, in assessing the appropriateness of a proposed building, structure or alteration;
  - (6) Board approval expires after one year. No single-family or plex residential building or structure, or alteration to such building or structure, shall be permitted in a PUD (planned unit development) zoning district, if the proposed design, style, size, building materials or coloration of building materials to be incorporated into the exterior of such building or structure have materially changed from the design, style, size, building materials or coloration of building materials previously approved and adopted as part of the PUD (planned unit development) zoning ordinance, unless such proposed changes are first reviewed and approved by the planning commission and common council as part of the process of amending the PUD ordinance governing the development.
  - (7) The board shall follow the design standards identified in the city publication entitled "Mequon Architectural Guidelines for Residential Structures," or any replacement of those guidelines, available from the building division.
- (d) *Records.* The board shall keep records of all its proceedings and its decisions shall be stated in writing including the specific reasons for refusing a permit or for any conditions of approval.
- (e) *Enforcement.* To ensure that no proposed single-family or plex residential building would be in conflict with the provisions of this section, the building division shall submit to the board the plans for such building, including adequate elevations or perspective sketches to enable the board to judge the building appearance, and shall not issue a building permit until the board has approved such plans.

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- (f) *Appeal.* Any person aggrieved by a decision of the board shall have the right to appeal such decision to the board of appeals provided such appeal is filed with the city clerk within seven working days after a board decision.
- (g) *Rehearing.* No rehearing shall be held except:
- (1) By the affirmative vote of four or more members of the board upon its finding that substantial new, relevant evidence has been submitted which could not reasonably have been presented at the previous hearing; or
  - (2) If the matter has been remanded by the board of appeals because the board of appeals has found that an aggrieved party has offered or requested leave to offer substantial new, relevant evidence which could not reasonably have been presented at the previous hearing before the board.

A request for rehearing under section (g)(1) shall be in writing and shall recite the reasons for the request, including the substantial new, relevant evidence being offered, and the reasons for which it could not have reasonably been presented to the board at the first hearing.

(Code 1957, § 3.19(4); Ord. No. 87-624, 4-14-1987; Ord. No. 96-490, 6-25-1996; Ord. No. 96-890, 6-25-1996; Ord. No. 97-934, 1-13-1998; Ord. No. 2001-1015, §§ I, II, 6-12-2001; Ord. No. 2003-1063, § I, 4-8-2003; Ord. No. 2003-1067, § I, 7-18-2003; Ord. No. 2003-1070, § I, 7-8-2003; Ord. No. 2008-1238, § I, 4-8-2008; Ord. No. 2017-1506, § I(Exh. A), 10-10-2017)