



**CITY OF CEDARBURG
A MEETING OF THE SITE AND ARCHITECTURAL REVIEW BOARD
TUESDAY, FEBRUARY 17, 2026 – 8:30 AM**

A meeting of the Site and Architectural Review Board, City of Cedarburg, Wisconsin, will be held on Tuesday, February 17, 2026 at 8:30 AM. The meeting will be held in-person at City Hall, W63 N645 Washington Avenue, Cedarburg, WI., on the second floor, Council Chambers.

AGENDA

1. CALL TO ORDER
2. ROLL CALL
 - A. Chairman Architect Adam Voltz, Architect Paul Rushing, Plan Commission Co-Chairman Jack Arnett, Council Member Kristin Burkart, Architect Peter Damsgaard
3. STATEMENT OF PUBLIC NOTICE
4. APPROVAL OF MINUTES
 - A. January 20, 2026
5. REGULAR BUSINESS; AND ACTION THEREON
 - A. Review, discussion, and recommendation to the Plan Commission regarding plans submitted by applicant Margrett English, on behalf of property owner S Duane Stroebel, in support of their request to build an infill home on the .15-acre (~6,665 sq. ft.), Rs-6 Single Family/Two Family zoned vacant lot located at N45 W5665 Spring Street.
 - B. Review, discussion, and recommendation to the Plan Commission regarding the Declaration of Restrictions and Covenants for the proposed new Quarry Park single-family detached residential subdivision proposed to be located directly north and east of the existing Holly Lane and Stone Lake Circle dead-ends, respectively.
6. COMMENTS AND ANNOUNCEMENTS BY SITE AND ARCHITECTURAL REVIEW BOARD MEMBERS
7. CHAIRMAN'S ANNOUNCEMENTS
8. ADJOURNMENT

City of Cedarburg is an affirmative action and equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, disability, age, sexual orientation, gender identity, national

origin, veteran status, or genetic information.

City of Cedarburg is committed to providing access, equal opportunity and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. To request reasonable accommodation, contact the Clerk's Office, (262) 375-7606, email: cityhall@cityofcedarburg.wi.gov.

MEMBERS – PLEASE NOTIFY CITY PLANNER'S OFFICE IF UNABLE TO ATTEND THIS MEETING.



UNAPPROVED

**CITY OF CEDARBURG
Site and Architectural Review Board
January 20, 2026
Minutes**

1. CALL TO ORDER

Chairperson Adam Voltz called the meeting to order at 8:30 a.m.

2. ROLL CALL

- A. Chairman Architect Adam Voltz, Architect Paul Rushing, Plan Commission Co-Chairman Jack Arnett, Council Member Kristin Burkart, Architect Peter Damsgaard

Also Present – City Planner Mary Censky, Administrative Assistant Theresa Hanaman, City Administrator Hilvo, and Mayor Thome

Council member Burkart took leave at 9:45 a.m.

3. STATEMENT OF PUBLIC NOTICE

Administrative Assistant Hanaman confirmed that the meeting agenda had been posted and distributed in compliance with the Wisconsin Open Meetings Law.

4. APPROVAL OF MINUTES

- A. December 23, 2025

Council member Burkart made a motion, seconded by Co-Chairperson Arnett, to approve the meeting minutes from December 23, 2025. The motion passed unanimously.

After the action was completed, Architect Rushing requested an amendment to these minutes regarding the regular business, item 5C, Planned Unit Overlay, Zoning, final line, to say: "The original motion as successfully amended passed, Voltz, Burkart, Arnett, Damsgaard in favor, Rushing opposed with specific emphasis that the infill plan as submitted does not adequately reflect the existing character of the surrounding neighborhood as prescribed by Cedarburg architectural review principles, standards and procedures.

5. REGULAR BUSINESS; AND ACTION THEREON

- B. Review, discussion, and consultative feedback to the applicant, Neumann Developments Inc. in c/o Bryan Lindgren, as to a revised conceptual site layout and preliminary architectural intentions related to their proposed development of ~214-acres/499 dwelling units located at the northwest corner of Hwy. 60 and Hwy. I/Sheboygan Road.

Planner Censky reported that before getting into detailed engineering, preparation of a fully detailed preliminary plat, architectural plans, covenants, etc., the applicant is requesting nonbinding consultation/concept feedback on their revised site plan/plat concept.

The developer's latest plan incorporates neo traditional design principles such as a traditional, pronounced entrance and a 'public center' from which the rest of the plan radiates. It focuses on higher-density housing at the core and lower-density, pocketed neighborhoods extending outward. This plan features multiple types of housing, including duplex style ranch condominiums, duplex and fourplex two-story townhome condominiums, and detached single family residential homes on lots ranging from approximately 8,400 sq. ft. in area, up to 15,000 sq. ft. In response to an identified issue of providing entry level home ownership in the City of Cedarburg, the applicant represents that all of the units will be sold outright, none being retained by the developer or other entity for long or short-term rental purposes. The developer stated their estimated build-out would be 50 units per year. They stated that they hope to be able to offer an entry level of ownership in the \$400,000's range. On inquiry, the developer identified Harbor Homes as the primary intended builder for this project.

The central park and amenities will be privately owned, maintained by the homeowners' association. While intended for the benefit of the new neighborhood(s) in this development, they said they would not proactively exclude the public from the park amenities. The neighborhood prioritizes walkability, with a circuitous network of green space and paths, enhancing interconnectivity among the pocketed neighborhoods. Board members suggested the developer focus on preserving the continuous pedestrian trail. The developer emphasizes pedestrian connectivity and neighborhood character over some vehicular efficiency, with plans to provide detailed cross-sections and trail information at a subsequent plan stage.

Council member Burkart opposed the fourplexes, while Mayor Thome does not agree with the added dwellings adding to the density of the development. This new plan calls for 499 dwelling units vs 403 in the original layout. The developer says they would be very happy to move forward with either of these plans but needs specific feedback so they don't go all-in down the wrong path.

Terry King - W63 N762 Sheboygan Rd, raised density and neighborhood character concerns, pedestrian safety, and vehicle conflict worries across Hwy 60, and support for the central park and trails.

City Administrator Hilvo recommended proceeding to the Plan Commission concept review with public input sessions; revised materials will be presented for Plan Commission feedback at the next concept review, with SARB and staff to follow up on architectural and streetscape details prior to formal application.

ACTION:

This item was for discussion and feedback only; no action was taken. The developer will present revised materials for feedback at the Plan Commission meeting on March 2, 2026.

Feedback includes:

- Stormwater plans should integrate green corridors, while enlarged plan sheets must outline lot and home orientation, berms, and trail alignment.
- A comparative exhibit should show Option A (more fourplexes) versus Option B (reduced density), detailing unit counts and green space.
- Additional traffic and parking analyses for higher-density units, and assurances that Highway 60 frontages will have an attractive public interface.
- Ensure housing product variety while exploring design options to reduce perceived density.
- Prioritize continuous pedestrian connections, including a paved north side path and a continuous trail spine linking the north alignment, East Reserve, Central Park, and west neighborhoods.
- Central Park activation: Explore low-impact, outward-facing uses for Central Park (farmers market, food trucks, seasonal vendors), noting potential zoning or policy review.
- Amenity identity: Refine amenity program and streetscape details to strengthen neighborhood identity and market appeal.
- Phasing and infrastructure: Ensure phasing reflects infrastructure capacity and market.
- Continue to explore alternatives to rear-facing yards along the highway (secondary access road, orienting some homes to the buffer, cul-de-sacs).
- Middle cluster units: Reconfigure or relocate interior units that lack strong frontage to avoid creating unusable or unattractive interior lots.
- Landscape and streetscape consistency: Provide a cohesive palette for lighting, street trees, sidewalks, and front yard treatments to ensure a unified public face.
- Density perception: Some members remain concerned that fourplexes increase perceived urban density; the developer to provide comparative exhibits showing impacts on green space and vehicle trips.
- Orchard Reserve and East Reserve: Single-story ranch duplexes aimed at downsizers; developer to study porch prominence and front yard to ensure welcoming entries.
- Rear Garage Mechanism: Board suggested applying rear garage/front porch treatment more broadly, where feasible, to improve street activation.

A. Review, discussion, and recommendation to the Plan Commission as to the

site and architectural plans submitted by applicant DSDH Gerb LLC, in support of their request to develop a 16,617 sq. ft. motor vehicle collision repair facility for Gerber Collision & Glass on the vacant, 1.84-acre, M-2 General Manufacturing zoned site located at the northwest corner of Sommerset Avenue and Pioneer Road. The property owner is Pioneer Real Estate Development LLC in c/o Mike LaRosa.

Planner Censky reported the applicant proposes to construct a 16,617 sq. ft. motor vehicle collision repair facility for Gerber Collision & Glass on this site. The plan also calls for a ~20,400 sq. ft. fenced outdoor storage yard that will be paved and striped for 33 vehicles to be parked while in various stages of repair. The dumpster enclosure will also be located in this fenced yard area.

The SARB evaluated the design, materials, and colors of the building, fence, and dumpster enclosure, the design and materials of the landscaping plan, the design and materials of the exterior lighting plan, and the site plan/layout of the above features on the lot.

ACTION:

Architect Damsgaard made a motion, seconded by Co Chairman Arnett, to send a favorable recommendation to the Plan Commission for approval of this plan and to include the following recommendations:

- 1) Recommend a minimum fence height of 7 feet along the southern façade.
- 2) Recommend requiring landscaping to be implemented along the south fence and building façade, particularly suggesting the inclusion of evergreens along the fence and deciduous along the building to provide effective screening.
- 3) Recommend that if any existing buffering on the common lot with the neighboring property to the west is removed or deteriorates, this applicant or subsequent property owner shall be obligated to establish enhanced screening, subject to prior approval as to materials and layout by the Planner.
- 4) Request that the applicant present detailed elevations to clarify appearance of the fence, it's top line design, post types/tops, ... and any other associated components such as gates for instance.
- 5) Recommend incorporating closely spaced deciduous trees on the building side of the southern elevation. This will maintain visibility of the building while providing necessary screening without obstructing the view of its façade.
- 6) Applicant to consider the implementation of signage or other forms of architectural treatment on the southern façade of the business to break-up it's somewhat plain presentation.
- 7) The rooftop equipment, typically rather intensive for an auto repair facility with paint booths, must be appropriately screened from public view to minimize aesthetic impact. Choose the least tall HVAC system and present a screening plan to the Planner for review and approval prior to installing HVAC.
- 8) Landscape all parking lot islands in the yard area and plant a deciduous tree in the west island.
- 9) Fence must be opaque with no spaces between boards.

This recommendation for approval also included the Planner's recommended conditions as listed in the Planner's Report.

The motion passed unanimously. Council member Burkart excused.

- C. Review, discussion and possible action/recommendation to the Plan Commission for Code updates to modify/expand upon the standards as set forth in Title 13 Zoning Code, Chapter 1 Zoning Code, Article F. Site Plan and Architectural Review.

Planner Censky reported on updates to modify/expand upon the standards as set forth in Title 13 Zoning Code, Chapter 1 Zoning Code, Article F. Site Plan and Architectural Review. She went on to clarify certain specific architectural design review criteria for new homes. A draft concept was included in the "Commissioners Packet" for the January 20, 2026, Site and Architectural Review Board(SARB) meeting.

The Board continued its review of proposed updates to the residential design guidelines contained within Title 13 of the Zoning Code. The proposed standards aim to clarify expectations related to architectural quality, neighborhood compatibility, and design consistency.

The Board discussed Commissioner Arnett's concerns about the potential burden on residents when additions or architectural changes exceed 25 percent of the existing floor area. The consensus among the SARB is that residents should be encouraged to consult with the Planning and Building Inspection Department early in the process to receive guidance and clarification of expectations. Significant additions or alterations must remain compatible with the architectural character of the surrounding neighborhood. The following thresholds will require review by both the SARB and the Planning Commission:

- Additions that increase the total floor area of a dwelling by 25 percent or more.
- Example: adding 500 square feet to a 2,000-square-foot home.
- Any alteration that substantially changes the architectural style of the existing structure such as roof shape, overall height, or principal façade orientation, for example.

ACTION:

Architect Damsgaard made a motion, seconded by Chairman Architect Voltz to send a favorable recommendation to Plan Commission for Code for the updates as presented and discussed, to modify/expand upon the residential design guidelines as set forth in Title 13 Zoning Code, Chapter 1 Zoning Code, Article F. Site Plan and Architectural Review. The motion passed unanimously. Council member Burkart excused.

6. COMMENTS AND ANNOUNCEMENTS BY SITE AND ARCHITECTURAL REVIEW BOARD MEMBERS

NONE

7. CHAIRMAN'S ANNOUNCEMENTS

Chairman Architect Voltz expressed his gratitude to Planner Censky for all of her hard work.

8. ADJOURNMENT

A motion was made by Co-Chairman Arnett, seconded by Architect Rushing, to adjourn the meeting at 10:42 a.m. The motion passed unanimously. Council member Burkart excused.

DRAFT

PLANNERS REPORT

To: City of Cedarburg Site & Architectural
Review Board

By: Mary Censky
Date Prepared: February 17, 2026

General Information:

Agenda Item: 5.A.

Applicant: Margrett English on behalf of ...

Property Owner: S Duane Stroebel

Request: Recommendation to Plan Commission to approve infill site and house plan as replacement for fire destroyed previous home which was a legal nonconforming structure on a legal nonconforming lot.

Current Zoning: Rs-6 Single-Family/Two Family Residential District

Current Master Plan Classification: Transportation, Communication or Utility Facilities (This should be corrected to Mixed Single Family/Two Family Residential)

Surrounding Zoning/Land Use:
North: Rs-6 Single-Family/Two Family Residential
South: Rs-6 Single-Family/Two Family Residential
East: Railroad, then Rm-2 Multi-Family Residential
West: Rs-6 Single-Family/Two Family Residential

Lot Size: ~.15 Acres (~6,534 sq. ft.)

Location: N45 W5665 Spring Street

Discussion:

The applicant proposes to construct a new, 1,040 square foot house on this legal nonconforming vacant lot. The house design plans with buildings materials and colors specifications, and a site plan are included in the packet. This house is proposed as the replacement for a previously existing, 1,680 sq. ft. home on the lot that was damaged by fire in 2009. The damaged home was raised, removed and backfilled in December 2009.

In the Rs-6 Zoning District, the following bulk, spatial, and lot size standards apply:

- Minimum req'd lot size 8,400 sq. ft. Actual lot size is ~.15-acres/6,534 sq. ft.
- Minimum req'd lot width 50 ft. Actual lot width is 30.19 ft.
- Maximum permitted building height 35 ft. Proposed building height is <35'
- Minimum req'd principal bldg. floor area 1,100 sq. ft. Proposed p.b.f.a. is 1,040 sq. ft.
- Previously existing p.b.f.a. 1,680 Proposed p.b.f.a. is 1,040 sq. ft.
- Minimum req'd 1st floor area 750 sq. ft. Proposed 1st floor area is 610 sq. ft.
- Previously existing 1st floor area 1,020 sq. ft. Proposed 1st floor area is 610 sq. ft.
- Maximum allowed floor area ratio 36% Proposed f.a.r. is 16%
- Previously existing floor area ratio 26% Proposed f.a.r. is 16%
- Maximum allowed lot coverage ratio 30% Proposed l.c.r. is
- Previously existing lot coverage ratio 26%
- Minimum Req'd front yard setback 25 ft. Proposed is 20 ft.
- Previously existing front yard setback ~3-5 ft. Proposed is 20 ft.
- Minimum req'd sideyard setback 4 ft. Proposed is 3 ft. on west/0' on east
- Previously existing sideyard setbacks ? Proposed is 3 ft. on west/0' on east
- Minimum req'd rearyard setback 25 ft. Proposed is >25 ft.
- The proposed plan does provide the minimum required two (2) parking spaces for a single family dwelling.

[Section 13-1-142\(b\) of the City Code-Existing Substandard Structures](#), provides that: "Existing substandard structures which are damaged or destroyed by fire, explosion, flood, or other calamity may be reconstructed and insofar as is practicable shall conform with the established building setback lines along streets and the yard, height, parking, loading, and access provisions of this section. The provisions of this section with respect to reconstruction are applicable only if the lot or parcel conforms with the existing sanitary code requirements or is served by public sanitary sewer".

[Wis Stats 62.23\(7\)\(hc\)1.](#) provides that, in the case of a legal nonconforming structure that was damaged or destroyed on or after March 2, 2006, which damage or destruction was caused by violent wind, vandalism, fire, flood, ice, snow, mold, or infestation, the City "may not prohibit the restoration or replacement of a nonconforming structure if the structure will be restored to, or replaced at, the size, subject to subd. 2., location, and use that it had immediately before the damage or destruction occurred, or impose any limits on the costs of the repair, reconstruction, or improvement".

The previously existing home on this lot was an existing substandard structure as to front yard setback at least, among other things possibly. The previously existing structure was destroyed by fire in 2009. It was razed/removed in December 2009. This lot is served by public sanitary sewer.

Section 13-1-142(d) of the City Code provides that: "All buildings classified as legal conforming and legal nonconforming as regards Floor Area Ratio and Lot Coverage Percentage prior to January 16, 2004 shall be classified and considered as legal conforming subsequent to this ordinance change. Any building so classified that is damaged or destroyed may be rebuilt at its previous Floor Area Ratio and Lot Coverage Percentage unless located within an area in which the zoning has changed since the building was constructed, or in the city's ultimate road right-of-way or within a documented easement area. Such damaged or destroyed structures that are located within an area that has been rezoned shall be treated in accordance with section 13-1-141 of the city's Zoning Code. Such damaged or destroyed structures that are located within the city's ultimate road right-of-way or documented easement area shall be rebuilt in accordance with a plan commission approved location".

The previously existing home on this lot was likely classified as legal nonconforming as regards Floor Area Ratio and Lot Coverage Percentage prior to January 16, 2004. It is unclear, but certainly possible, that this is an area that was rezoned since the previously existing home was constructed.

Sec. 13-1-107 of the City Code-Existing Substandard Lots, provides that:

- (a) "A lot located in a residential district which does not contain sufficient area to conform to the dimensional requirements of this chapter, but which is at least 50 feet wide and 7,200 square feet in area, may be used as a single building site provided that the use is permitted in the zoning district, provided that the lot is a lot of record in the County Register of Deeds' office prior to the effective date of this chapter".
- (c) "Substandard lots granted permits under this chapter shall be required to meet the setback and other yard requirements of this chapter. A building permit for the improvement of a lot with lesser dimensions and requisites than those stated above shall be issued only after a variance by the zoning board of appeals".

This lot is an existing substandard lot. Furthermore, it is not at least 50 wide or 7,200 square feet in area.

Section 13-1-84(b) of the City Code provides that "Driveways in standard lots shall have a minimum offset of three feet from the lot line. Existing driveways in the Rs-5 and Rs-6 Zoning Districts, which are closer than three feet from the side lot line, may be replaced in the same location".

For the sake of design review, the Planner provides below, the existing and proposed new residential design standards as set forth in existing Article F. SITE PLAN AND ARCHITECTURAL REVIEW and proposed new Section 13-1-122.5 of the City Code:

Existing 13-1-120

For the purpose of promoting compatible development, stability of property values, fostering the attractiveness and functional utility of the community as a place to live and work, preserving the character and quality of the built environment by maintaining the integrity of those areas which have a discernible character or are of a special historic significance, protecting certain public investments in the area, and raising the level of community expectations for the quality of its environment, this section requiring site plan and architectural review is intended.

Existing 13-1-122

(a) Building scale and mass. The relative proportion of a building to its neighboring existing buildings, to pedestrians or observers, or to other existing buildings shall be maintained or enhanced when new buildings are built or when existing buildings are remodeled or altered. New buildings and additions to existing buildings shall harmonize and correspond to the existing character of the immediate neighborhood. In approving infill projects, the FAR standard for the zoning district in which the building is located shall not govern the building size, but rather, building size will be established, on a case-by-case basis, to reflect the existing character of the neighborhood.

(b) Building rooflines and roof shapes. The visual continuity of roofs and their contributing elements (parapet walls, coping, cornices, etc.) shall be maintained in building development or redevelopment.

(c) Materials. Material selection for architectural design shall be based upon the prevailing material already used on existing buildings in the area. No building shall be permitted where any exposed facade is constructed or faced with a finished material which is aesthetically incompatible with other building facades in the area and which presents an unattractive appearance to the public and surrounding properties.

(d) Colors. Since the selection of building colors has a significant aesthetic and visual impact upon the public and neighboring properties, color shall be selected in general harmony with the existing neighborhood buildings.

(e) Building location. No building shall be permitted to be sited in a manner which would unnecessarily destroy or substantially damage the beauty of the area, particularly insofar as it would adversely affect values incident to ownership of land in the area or which would unnecessarily have an adverse effect on the beauty and general enjoyment of existing structures on adjoining properties.

(f) Historic structures. Any construction, rehabilitation and/or restoration of any landmark or historic building or structure within the Washington Avenue Historic District and proposed for any locally designated historic building shall conform to all the requirements of this chapter and with the terms and conditions outlined by the landmarks commission and included in the city's Building/Historic Code.

(g) Infill lot. An infill lot is a single vacant lot located in a predominately built-up area, which is bounded on two or more sides by existing development. In addition any lot which contains an existing building, which will be removed and replaced with a new building, shall also be considered an infill lot. The infill status of a lot shall continue until building plans have been approved by the SARB, a building permit acquired and the building constructed in accordance with the approved plans and an occupancy permit issued. Once the occupancy permit is issued, the status of the lot shall change to non-infill and any additions or modifications thereafter shall be processed under normal procedures in accordance with article F.

Proposed 13-1-122.5

Sec. 13-1-122.5 Architectural guidelines specific to all residential buildings.

- (a)**All elevations of the principal structure and any accessory buildings upon the same lot shall reflect a cohesive relationship between materials, colors, and architectural style.
- (b)**Upon each individual building, changes in materials, colors and design details shall be made at appropriate transition points/places within the design to mitigate the adverse aesthetic impact of abrupt changes. Transitions in materials, colors and architectural style/details shall be smooth, not abrupt or conspicuous and should occur at thoughtful points upon the facade such as, for instance, inside corners, steps, and floors.
- (c)**Designs shall be unique and timeless, an approach intended to prevent both intra- and inter-subdivision/neighborhood architectural monotony, as well as incongruous or conspicuous departures from the established residential architectural themes of the immediately surrounding area or the City of Cedarburg as a whole.
- (d)**Sizeable (i.e., 10' x 10' target minimum as might accommodate 4 chairs around a small table), covered front/street facing porches are strongly encouraged.
- (e)**Garages shall not dominate the primary façade of a residence. Preferred garage entrance designs include side-load, canted or courtyard (minimum 20 to maximum 90-degree acute angle to the front facade) or placed to the rear of the home. A front entry garage may be permitted, up to two single stall doors not exceeding 10'w x 7'h/each, or one double stall door not to exceed 16'w x 7'h , but care should be taken to create a design that de-emphasizes the garage and provides architectural detail to the front elevation. Front entry garage (doors) should be set back from the right-of-way line at least 6-feet further than the frontmost building façade element/or covered front porch of the principal building. Front entry garage doors must be decorative, with architectural interest in a style complimentary to the home.
- (f)**Vertical and/or horizontal articulation and/or window fenestration is required to breakup long wall planes.
- (g)**Repetition of identical or nearly identical front façade elevations within 1000 feet of one-another is discouraged. In neighborhoods where 1 or few different builders will be designing and/or constructing the homes, multiple approved façade options and the proposed locations thereof must be preapproved. Variations in rooflines, materials, and/or façade elements between adjacent homes is required.
- (h)**Color variations within a cohesive neighborhood palette are encouraged. Muted or historically appropriate color palettes are encouraged while excessively bright, reflective, or high-contrast color schemes are not. Accent colors should be limited and complementary.
- (i)**Exterior building materials shall be durable, high-quality, and appropriate for long-term residential use. On front elevations, materials such as brick, natural stone, fiber cement/natural wood/engineered wood siding, and clear glass are preferred on walls, paired with dimensional asphalt shingles and standing seam metal roofing materials. Long, uninterrupted wall planes on street-facing façades shall be prohibited. Blank façades on primary or secondary street elevations are prohibited.
- (j)**Roof forms shall be consistent with traditional residential proportions and neighborhood character. Overly complex, exaggerated, or visually dominant roof forms are prohibited. Dormers, chimneys, and roof features shall be proportionate to the structure and functionally integrated. Principal roof pitch, if not 'flat' (i.e., 2:12 pitch or less), shall be no less than 6:12.
- (k)**Well-proportioned roof overhangs contribute to Cedarburg's architectural character by casting consistent, readable shadow lines along exterior walls. These shadows help define floor levels,

window groupings, and building mass, creating a sense of depth and permanence. Shallow or minimal overhangs that fail to produce shadow relief tend to result in flat, visually weak façades and are, therefore, discouraged.

(l)Shutters shall be designed to be or appear as authentic and functional.

(m)Windows on front façade, and for the most part throughout the other elevations as well, shall be clear/transparent glass material.

(n)To ensure that significant additions or alterations to existing residential structures remain compatible with the architectural character and scale of the City of Cedarburg neighborhoods, any addition or remodeling that increases the total gross floor area of an existing dwelling by 25% or more, or any significant change proposed to building form or massing (i.e., alterations that modify roof shape, height, or principal façade orientation) shall be subject to plan review and recommendation by the SARB, with final action/decision on those plans by the Plan Commission – prior to permit issuance.

Recommendation:

If the SARB is inclined toward a favorable recommendation of the site and house design plans to the Plan Commission in this matter, the Planner recommends the following conditions be considered for attachment to that recommendation, along with any other conditions the SARB feels may be necessary:

- 1) Prior to issuance of Building Permit, applicant shall produce a current plat of survey to confirm that the house, as depicted by its floor plan, indeed fits onto the lot at a 20 foot setback, 3' west side setback, and 0' east side setback.
- 2) Plan Commission (with assistance if/as needed from City Attorney) shall determine that the applicant is indeed eligible to build this home as a replacement to the fire damaged, previously existing, legal nonconforming home/structure on this site.
- 3) Applicant to secure a variance from Board of Appeals as to the proposed <3-foot sideyard offset for driveway if it cannot be reconfigured to comply.



LAND DEVELOPMENT APPLICATION

PROPERTY LOCATION/ADDRESS: N45 W5665 Spring Street

APPLICANT/BUSINESS NAME: Margrett English - Terrace Realty, Inc.

APPLICANT/BUSINESS ADDRESS: W61 N488 Washington Avenue, Cedarburg

STATUS OF APPLICANT: OWNER AGENT BUYER OTHER _____

PHONE: _____ EMAIL: _____

PROPERTY OWNER (IF DIFFERENT): Laura Stroebel

PROPERTY OWNER MAILING ADDRESS: W61 N488 Washington Avenue, Cedarburg

PROPERTY OWNER PHONE: _____ PROPERTY OWNER EMAIL: _____

REQUEST FOR (CHECK ALL THAT APPLY):

- CONCEPT REVIEW
- SITE/ARCHITECTURAL PLAN APPROVAL
- SUBDIVISION PLAT OR CSM REVIEW
- ZONING DISTRICT CHANGE
- CONDITIONAL USE ZONING
- ANNEXATION REQUEST
- VARIANCE/BOARD OF APPEALS
- OTHER Infill - Legal Nonconforming

DESCRIBE REQUEST: See attached

PLEASE SUBMIT: **FIVE (5) COPIES OF WRITTEN DESCRIPTION OF PROPOSAL OR REQUEST FOR CITY STAFF REVIEW -PLUS ELECTRONIC FIVE (5) FULL SETS OF SUPPORTING DRAWINGS, SKETCHES OR SURVEY MAPS FOR CITY STAFF REVIEW PLUS ELECTRONIC TEN (10) SETS OF PLANS (11" x 17" MAX) FOR PLAN COMMISSION REVIEW -PLUS ELECTRONIC**

ELECTRONIC COPIES MAY BE SENT TO THANAMAN@CITYOFCEDARBURG.WI.GOV

The undersigned certifies that he/she has familiarized themselves with the State and Local codes and procedures pertaining to this application. The undersigned further hereby certifies that the information contained in this application is true and correct. This application shall be signed by the property owner(s).

PROPERTY OWNER(S) SIGNATURE: *Laura Stroebel* DATE: 2/5/26

FOR CITY STAFF USE ONLY

TOTAL FEE: \$ _____ (SEE FEE SCHEDULE ON REVERSE PAGE) DATE FEE PAID: _____

APPLICATION AND FEE RECEIVED BY: _____ PLAN COMMISSION MEETING DATE: _____

ATTACHMENTS (CHECK IF RECEIVED):

- EIGHT DESCRIPTIONS (SARB)
- EIGHT FULL-SIZE SETS (SARB)
- TEN DESCRIPTIONS AND PLAN SETS (PLAN COMMISSION)

PROPERTY TAX KEY NO/PLAN COMMISSION FILE NO: _____

ZONING: _____ ALDERMANIC DISTRICT: _____ PREVIOUS MEETING: _____

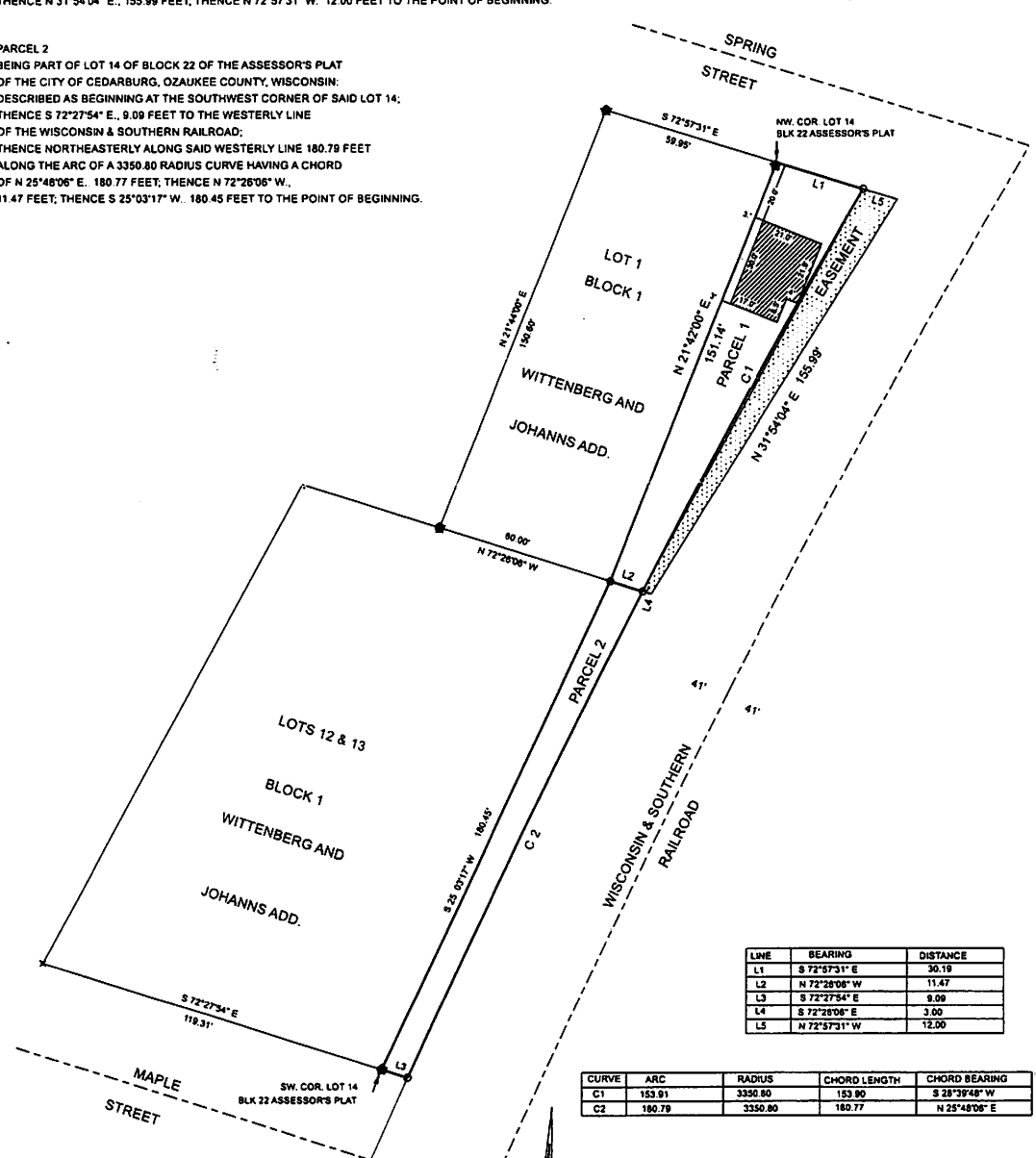
A previous 1,660 square foot home burned down on the lot. As permitted by law, we are requesting approval of a new home totaling 1,010 square foot with a 1 car attached garage. The new home is positioned on the lot "in so far as practicable." The new home is positioned much more in keeping with current zoning requirements than the previous home. The home is very similar to many existing homes in Cedarburg in both lot placement and architectural design. The new home will create substantial taxable value on a parcel currently having little taxable value. The new home will be a handsome and positive addition to the neighborhood and add favorably to the diversity of housing stock in Cedarburg.

D & H LAND SURVEYS LLC
 1628 GEORGIA AVENUE
 SHEBOYGAN, WISCONSIN

PARCEL 1
 BEING PART OF LOT 14 OF BLOCK 22 OF THE ASSESSOR'S PLAT OF THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN. DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE S 72°57'31" E., 30.19 FEET TO THE WESTERLY LINE OF THE WISCONSIN & SOUTHERN RAILROAD; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 153.91 FEET ALONG THE ARC OF A 3350.80 RADIUS CURVE HAVING A CHORD OF S 28°39'48" W., 153.90 FEET; THENCE N 72°26'08" W., 11.47 FEET; THENCE N 21°42'00" E., 151.14 FEET TO THE POINT OF BEGINNING.

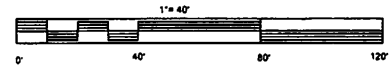
EASEMENT
 LOCATED IN THE NW 1/4 OF SECTION 35, T.10 N., R.21 E., CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN; DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF LOT 14 BLOCK 22 OF THE ASSESSOR'S PLAT; THENCE S 72°57'31" E., 30.19 FEET TO THE WESTERLY LINE OF THE WISCONSIN & SOUTHERN RAILROAD TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 153.91 FEET ALONG THE ARC OF A 3350.80 RADIUS CURVE HAVING A CHORD OF S 28°39'48" W., 153.90 FEET; THENCE S 72°26'08" E., 3.00 FEET; THENCE N 31°54'04" E., 155.99 FEET; THENCE N 72°57'31" W., 12.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2
 BEING PART OF LOT 14 OF BLOCK 22 OF THE ASSESSOR'S PLAT OF THE CITY OF CEDARBURG, OZAUKEE COUNTY, WISCONSIN; DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE S 72°27'54" E., 9.09 FEET TO THE WESTERLY LINE OF THE WISCONSIN & SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE 180.79 FEET ALONG THE ARC OF A 3350.80 RADIUS CURVE HAVING A CHORD OF N 25°48'06" E., 180.77 FEET; THENCE N 72°26'08" W., 11.47 FEET; THENCE S 25°03'17" W., 180.45 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L1	S 72°57'31" E	30.19
L2	N 72°26'08" W	11.47
L3	S 72°27'54" E	9.09
L4	S 72°26'08" E	3.00
L5	N 72°57'31" W	12.00

CURVE	ARC	RADIUS	CHORD LENGTH	CHORD BEARING
C1	153.91	3350.80	153.90	S 28°39'48" W
C2	180.79	3350.80	180.77	N 25°48'06" E



THIS IS TO CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Dennis J. Van Duye
 Dennis J. Van Duye S-1238

Dated this 25th day of September, 2023.

- ☆ = 1" IRON PIPE FOUND
- ✕ = CHISELED NOTCH FOUND
- = 1" IRON PIPE SET

DATA/CCDRBURG/SPRINGS D-3587

Tax key number: 13-050-22-14-000

Property address: N45 W5665 Spring St

Neighborhood / zoning: Nbrhd 7 / RS-6

Traffic / water / sanitary: Medium / City water / Sewer

Legal description: 477/10 LOT 14 BLK 22 ASSESSOR'S PLAT

Summary of Assessment	
Land	\$28,000
Improvements	\$127,500
Total value	\$155,500

Summary of Last Valid Sale	
Date	
Price	
Time adjusted price	

Land									
Qty	Tax Classification	Unit of Measure	Width	Depth	Sq Ft	Acres	Waterfront	Description	Assess Value
1	Residential	Square feet			2,800	0.064	None		\$28,000
Total land:									\$28,000

Residential Building			
Entrance:	Refused	Basement:	1,020 SF
Year built:	1912	Rec room:	
Story height:	2 story	FBLA:	
Style:	Old style	First floor:	1,020 SF
Use:	Single family	Second floor:	660 SF
Exterior wall:	Alum/vinyl	Finished attic:	
Roof type:	Asphalt shingles	Unfinished attic:	
Basement type:	Full	Unfinished area:	
Heat type:	A/C	Patio:	
Fuel type:	Gas	Open porch:	
System type:	Warm air	Screen porch:	
Bedrooms:	5	Enclosed porch:	
Family rooms:		Wood deck:	
Full baths:	1	Attached garage:	
Half baths:		Masonry adjust:	
Total rooms:	7	Other feature 1:	
FP stacks:		Other feature 2:	
FP openings:		Grade factor:	C
Metal FPs:		Condition:	Average
Bsmnt garage:		% complete:	100%

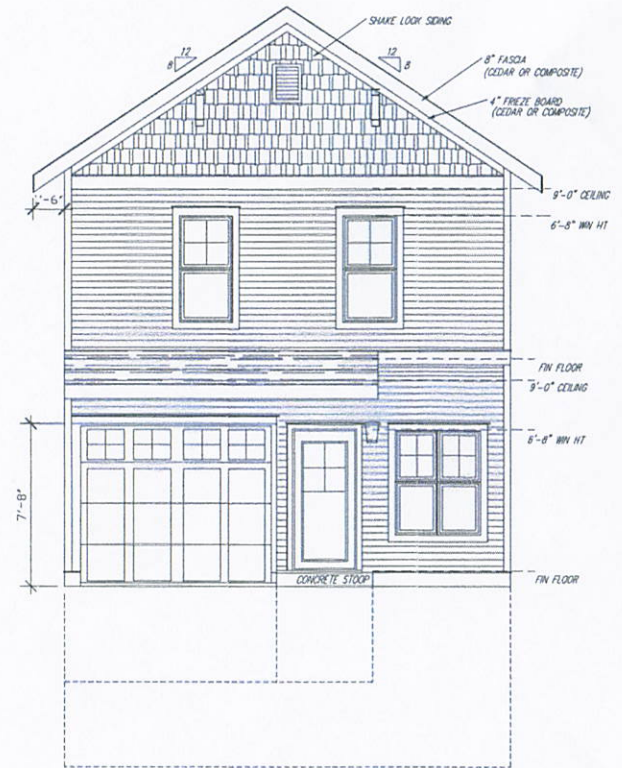
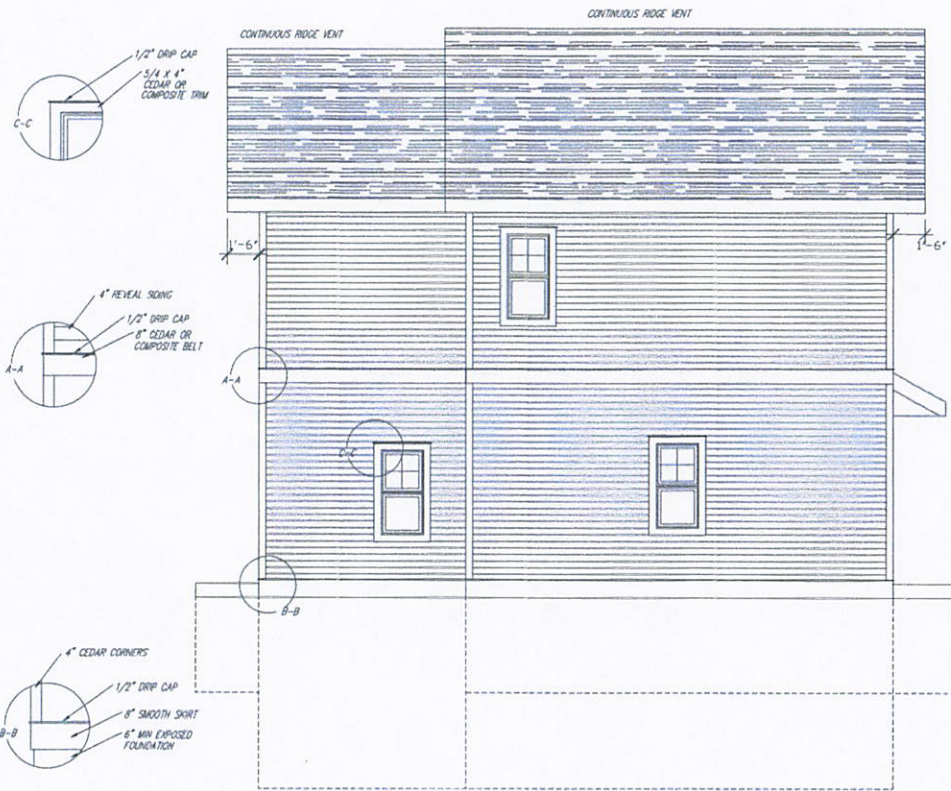


Residential building assessed value: \$127,500 Total square feet: 1,680

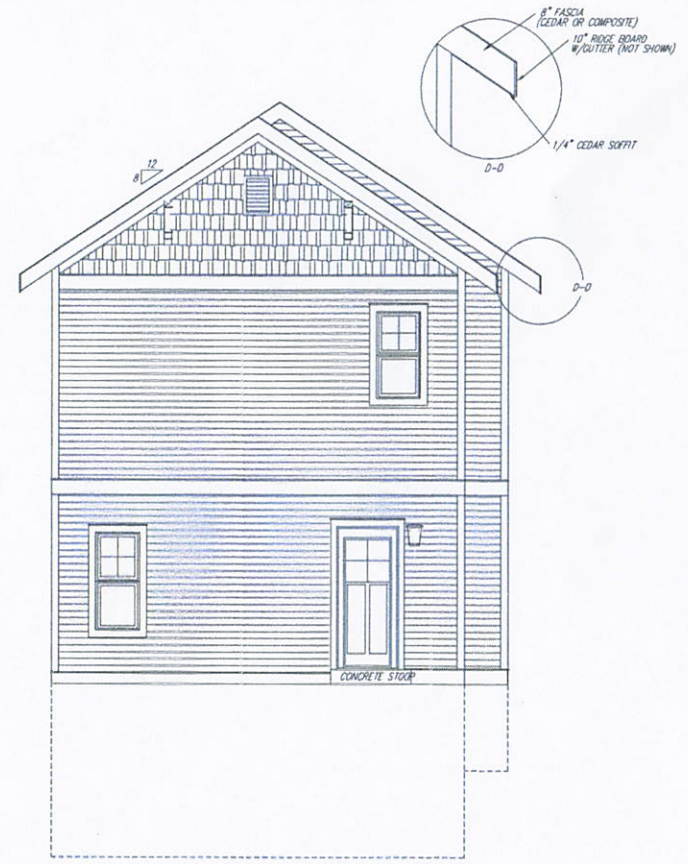


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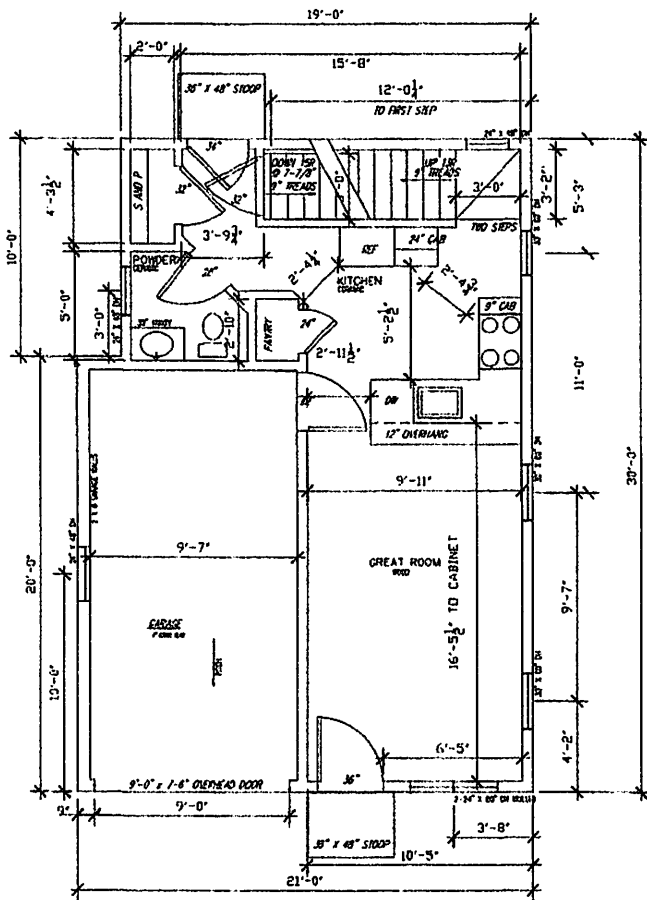
TERRACE REALTY
 PROPOSED SMALL HOUSE
 SPRING STREET
 SHEET 1 OF 4 1/31/26



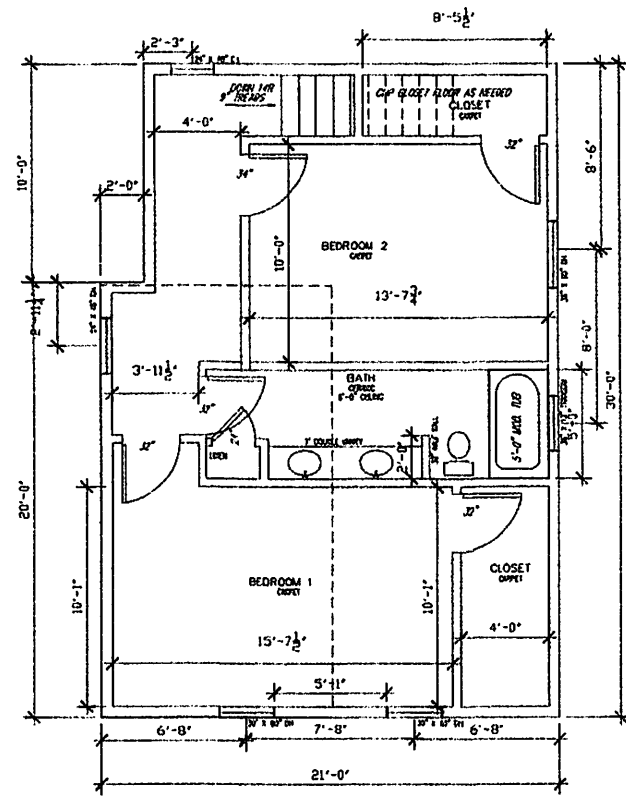
TERRACE REALTY

PROPOSED SMALL HOUSE
 SPRING STREET

SHEET 2 OF 4 1/31/26



FIRST FLOOR
SCALE: 1/4" = 1'-0"
413 SQ. FT.



SECOND FLOOR
SCALE: 1/4" = 1'-0"
610 SQ. FT.

TERRACE REALTY
PROPOSED SMALL HOUSE
SPRING STREET
SHEET 1 OF 4 1/31/26

PLANNER REPORT

To: City of Cedarburg Site and Architectural
Review Board

By: Mary Censky
Date Prepared: February 17, 2026

General Information:

Agenda Item: 5.B.

Applicant/Property Owner:

The Glen at Quarry Park LLC, in c/o
Joe Orendorf of Cornerstone
Development

Request:

Recommendation for approval of
Covenants and Restrictions for
proposed new Quarry Park Single-
Family Residential Subdivision

Current Zoning:

Rs-3 Single-Family Residential
District w/ PUD Planned Unit
Development Overlay District

Current Master Plan Classification:

Part Medium-Low Density
Residential, and part Medium
Density Residential

Surrounding Zoning/Land Use:

North: Town of Cedarburg
South: Rs-3 Single-Family
Residential District
East: Rs-3 Single-Family
Residential District
West: Rd-1 Two-Family
Residential w/ PUD Planned Unit
Development Overlay

Location:

Directly west of the properties
located at 1067 and 1085
Washington Avenue

Discussion:

The applicant presents a revised draft of covenants and restrictions applicable to their proposed new Quarry Park Subdivision. Their draft is included in your packet and it contains Planner mark-ups based upon the applicant's recent interactions with the Site and Architectural Review Board on this topic.

Recommendation:

The Planner raises no objections to the draft as submitted but recommends the following conditions be considered for attachment to any favorable recommendation the SARB may forward to Plan Commission in this matter:

- 1) Acceptance of changes per mark-up.

DOCUMENT NO.	Quarry Park City of Cedarburg Declaration of Restrictions and Covenants DOCUMENT TITLE
<p>LEGAL DESCRIPTION OF QUARRY PARK SUBDIVISION</p> <p>LEGAL DESCRIPTION</p> <p>All of Lot 1 and a part of Lot 2 of Certified Survey Map No. 3797, Recorded in the Office of the Register of Deeds for Ozaukee County on April 19, 2011 as Document No. 0943407, being located in a part of the Northeast 1/4 of the Southeast 1/4 of Section 22, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin. END OF DESCRIPTION.</p>	<p>THIS SPACE FOR RECORDING DATA</p> <hr/> <p>RETURN TO: THE GLEN AT QUARRY PARK LLC 11600 W. Lincoln Avenue West Allis, WI 53227</p> <hr/> <p>PARCEL IDENTIFICATION NUMBER</p>

QUARRY PARK
City of Cedarburg, Ozaukee County, Wisconsin
November 10, 2025

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, THE GLEN AT QUARRY PARK LLC (herein referred to as the “DEVELOPER”) with offices located at 11600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in Quarry Park, City of Cedarburg, Ozaukee County, Wisconsin.

WHEREAS, DEVELOPER intending to establish a general plan for the use, occupancy and enjoyment of the Subdivision, desires to subject all the Lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants;

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

ARTICLE I

1. Definition of Terms:

1.1 **“Family”** shall mean one or more than one person living, sleeping, cooking or eating on premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage.

1.2 **“Architectural Control Committee” (ACC)** shall mean the committee referred to in Article VI.

1.3 **“Lot”** shall mean a lot in the Subdivision as platted for residential development, and shall not include any platted or CSM outlot.

1.4 **“Outlot”** shall mean a parcel designated as an outlot on the Subdivision plat or CSM, which, by reason of such designation, is not platted as a building site.

1.5 **“Dwelling”** shall mean that primary building on a Lot to be occupied by a single Family.

1.6 **“Quarry Park Homeowners Association, Inc.”** shall mean that Wisconsin non-stock corporation responsible for certain duties relating to the maintenance, administration and operation of the Subdivision as may be referred to herein or in its bylaws (the “HOA”).

1.7 **“Common Areas”** are those areas identified or located on the Plat or CSM, including the Outlots, and set aside either as communal areas, open space, or drainage areas for storm water management purposes (“Storm Water Management Areas”).

1.8 **“Common Improvements”** consist of the following, which may be located in Common Areas or may be located in public streets, individual Lots, or Outlots: all monuments/signs on the property generally identifying the Subdivision, and any fencing, lighting, landscape features, walking trails, drainage ways and easements, Storm Water Management Areas or other improvements made by the HOA in the Common Areas or elsewhere.

1.9 **“Subdivision”** shall mean Quarry Park consisting of residential Lots 1-24 inclusive as depicted on the final plat recorded in the office of the Ozaukee County Register of Deeds.

ARTICLE II

2. Property Subject to this Declaration: The following property shall be subject to this Declaration:

All of Lot 1 and a part of Lot 2 of Certified Survey Map No. 3797, Recorded in the Office of the Register of Deeds for Ozaukee County on April 19, 2011 as Document No. 0943407, being located in a part of the

Northeast 1/4 of the Southeast 1/4 of Section 22, Town 10 North, Range 21 East, in the City of Cedarburg, Ozaukee County, Wisconsin.

Title to Outlots 1-2 shall be held by the HOA. Each owner of a lot in the Subdivision shall be liable for a one-twenty fourth (1/24 share of any and all costs associated with the maintenance, repair and administration, including property taxes, of all Outlots or Common Improvements of the Subdivision. Deeds for the conveyance of Lots shall include a statement that such Lot includes a fractional ownership of the Outlots and Common Improvements as provided in this Declaration.

ARTICLE III

3. General Purpose:

3.1 General Purpose: The general purpose of this Declaration is to adequately provide for high-quality improvement of the Subdivision in order to preserve and enhance the value of investments made by the owners of the Lots. This Declaration achieves this purpose by:

- a) Endeavoring that the Subdivision will become and remain an attractive community and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the Subdivision;
- b) Achieving the best use and the most appropriate development and improvement of each Lot;
- c) Protecting the owners of Lots against such use of surrounding Lots as will detract from the value of their Lot;
- d) Guarding against the erection thereon of poorly designed or proportioned structures;
- e) Achieving harmonious use of material and color schemes; and
- f) Encouraging erection of attractive Dwellings with appropriate locations on the Lots.

3.2 Zoning Laws: In addition to the provisions outlined herein, all Lots shall be subject to all ordinances, zoning laws, building codes and other regulations of the City of Cedarburg, Ozaukee County and the State of Wisconsin as applicable. The provisions of QUARRY PARK's Developer's Agreement shall also apply. This Declaration does not fully encompass all local zoning codes and restrictions. Lot owners shall conform to all applicable laws concerning Lot improvements and usage.

ARTICLE IV

4. Lot Use, Restrictions and Improvement Requirements

4.1 Lot Use: Each Lot shall only be used for construction of a single-family Dwelling and accessory buildings/structures, such as fences, sheds, swimming pools, and similar improvements, approved by the ACC in accordance with Article 6 below and also meeting City of Cedarburg and State of Wisconsin code requirements. Each dwelling shall be designed by a professional home designer or architect experienced in home design.

Furthermore, ~~per to be consistent with City of Cedarburg's residential design expectations~~~~Architectural guidelines specific to all residential buildings~~ (ref City Code Sections 13-1-122 and 13-1-122.5, the City's principals, standards, and guidelines for single-family and two-family residential design are incorporated herein as follows:-

(a) All elevations of the principal structure and any accessory buildings upon the same lot shall reflect a cohesive relationship between materials, colors, and architectural style.

(b) Upon each individual building, changes in materials, colors and design details shall be made at appropriate transition points/places within the design to mitigate the adverse aesthetic impact of abrupt changes. Transitions in materials, colors and architectural style/details shall be smooth, not abrupt or conspicuous and should occur at thoughtful points upon the facade such as, for instance, inside corners, steps, and floors.

(c) Designs shall be unique and timeless, an approach intended to prevent both intra- and inter-subdivision/neighborhood architectural monotony, as well as incongruous or conspicuous departures from the established residential architectural themes of the immediately surrounding area or the City of Cedarburg as a whole.

(d) Sizeable (i.e., 10' x 10' target minimum as might accommodate 4 chairs around a small table), covered front/street facing porches are strongly encouraged.

(e) Garages shall not dominate the primary façade of a residence. Preferred garage entrance designs include side-load, courtyard or placed to the rear of the home. A front entry garage may be permitted, up to two single stall doors not exceeding 10'w x 8'h/each, or one double stall door not to exceed 16'w x 8'h, but care should be taken to create a design that de-emphasizes the garage and provides architectural detail to the front elevation. Front entry garage (doors) should be set back from the right-of-way line at least 6-feet further than the frontmost building façade element/or covered front porch of the principal building. Front entry garage doors must be decorative ([see example attached](#)), with architectural interest in a style complimentary to the home.

(f) Vertical and/or horizontal articulation and/or window fenestration is required to break up long wall planes.

(g) Repetition of identical or nearly identical front façade elevations within 1000 feet of one-another is discouraged. [? Is the following applicable to this neighborhood?](#) In neighborhoods where 1 or few different builders will be designing and/or constructing the homes, multiple approved façade options and the proposed locations thereof must be preapproved. Variations in rooflines, materials, and/or façade elements between adjacent homes is required. [If yes, then the SARB needs to preapprove the multiple façade options being offered.](#)

(h) Color variations within a cohesive neighborhood palette are encouraged. Muted or historically appropriate color palettes are encouraged while excessively bright, reflective, or high-contrast color schemes are not. Accent colors should be limited and complementary.

(i) Exterior building materials shall be durable, high-quality, and appropriate for long-term residential use. On front elevations, materials such as brick, natural stone, fiber cement/natural wood/engineered wood siding, and clear glass are preferred on walls, paired with dimensional asphalt shingles and standing seam metal roofing materials.

(j) Long, uninterrupted wall planes on street-facing façades shall be prohibited. Blank façades on primary or secondary street elevations are prohibited.

(k) Roof forms shall be consistent with traditional residential proportions and neighborhood character. Overly complex, exaggerated, or visually dominant roof forms are prohibited. Dormers, chimneys, and roof features shall be proportionate to the structure and functionally integrated. Principal roof pitch, if not 'flat' (i.e., 2:12 pitch or less), shall be no less than 7:12.

(l) Well-proportioned roof overhangs contribute to Cedarburg's architectural character by casting consistent, readable shadow lines along exterior walls. These shadows help define floor levels, window groupings, and building mass, creating a sense of depth and permanence. Shallow or minimal overhangs that fail to produce shadow relief tend to result in flat, visually weak façades and are, therefore, discouraged.

(m) Shutters shall be designed to be or appear as authentic and functional.

(n) Windows on front façade, and for the most part throughout the other elevations as well, shall be clear/transparent glass material.

4.2 Approval of Structures and Lot Improvements: No structure or improvement of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot without prior written approval of the ACC and City of Cedarburg. Any Dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon prior written approval of such changes by the ACC and City of Cedarburg. In the event of catastrophic loss, permission is herewith granted to rebuild/replace structures or improvements in accordance with the original approved design, without the need for obtaining approval of the ACC. Applications for City issued building permits shall be accompanied by evidence of ACC approval.

4.3 Maximum Dwelling Height: Dwellings shall not exceed thirty-five (35) feet in height from the average finished grade at the front (on a corner lot the front shall be the elevation with the front door) of the Dwelling to the highest pitched roofline.

4.4 Attached Garage Required: Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of five hundred (500) square feet.

4.5 Detached Structures Permitted: Detached buildings are permitted if the lot size, geometry and setbacks permit its placement and with prior written approval of the ACC followed by the City of Cedarburg. Sheds must substantially conform in appearance to the style of the Dwelling with regard to siding, stone or brick, colors, roof pitch, windows and doors. Sheds shall be a maximum of six hundred (600) square feet in area, 20-feet in height, contain stone or brick in the same proportion as the principal dwelling, on the elevation facing the street, be constructed on a concrete slab and attached to the slab with bolts, be located in accordance with the lot setbacks and be located in the rear yard (rear yard being defined as a yard extending across the full width of the lot, the depth of which shall be the minimum horizontal distance between the rear lot line and a line parallel thereto through the nearest point of the principal structure. This yard shall be opposite the street yard or one of the street yards on a corner lot or opposite the street yard which the principal structure faces and/or is addressed to

on a double frontage lot). All sheds and detached structures need to comply with City of Cedarburg codes and a permit is required from the City of Cedarburg.

4.6 Fences and Walls: No fence or wall shall be permitted except for fences around in-ground pools, and fences in the rear yard (see definition above), provided that no fence located in the rear yard on a corner lot may be built within the street setback zone. Prior to constructing any fence or wall, the Lot Owner shall submit plans and specifications, including materials, colors and location, to the ACC, and such plans and specifications must be approved in writing by the ACC. Approval may be given only for fences of an open type of construction with a black wrought iron appearance (see example image attached) and which are no more than five (5) feet in height. On a case-by-case basis, the ACC, in its sole discretion, may consider and approve a fence of a color other than black. Chain link and privacy fences, and fences of any material other than aluminum or wrought iron, are strictly prohibited. Approval may be given for retaining or landscape walls if such walls are constructed of stone, brick or other similar natural material. The ACC has the right to deny any and all fence requests at their sole discretion.

4.7 Signs: No signs of any size or type are permitted, except signs may be placed upon the Lot by the owner or owner's agent advertising the sale of the Lot or a sign erected by a building contractor posted during the term of construction. Such permitted signs shall not exceed eight (8) square feet in size. DEVELOPER shall be allowed to erect one or more temporary signs advertising the sale of the Subdivision that does not exceed thirty-two (32) square feet in area and meets all other City of Cedarburg requirements, until DEVELOPER no longer owns any Lots in the Subdivision

4.8 Swimming Pools: In ground swimming pools are allowed but must comply with all City of Cedarburg code requirements including wiring and be approved by the ACC prior to installation. Above ground swimming pools are not permitted unless they are portable/inflatable wading pools not to exceed 30" in depth and placed no more than 10' from the home on a concrete slab in the backyard in such a way as to not disturb the quality of life of the adjacent homes. In addition, these Portable/Inflatable pools should be up for not more than 2 consecutive weeks at a time between Memorial Day and Labor Day only.

4.9 Roof Pitch and Materials: Roof pitches on all Dwellings and detached structures are to be a minimum of seven (7) feet in height for each twelve (12) feet in length (7/12) pitch or greater unless architecturally not feasible. Porch roofs, dormers and shed style roofs less than 7/12 may be permitted, subject to prior written approval from the ACC. Roof shingles shall be dimensional design asphalt, wood cedar shake or standing-seam metal.

4.10 Exterior Building Materials:

- a) The exterior walls of a Dwelling shall be constructed with LP SmartSide® or cement board siding, stone, brick or other natural materials; aluminum and vinyl siding are prohibited.
- b) Soffit, fascia and gutter materials may consist of aluminum, wood, cement board, composite or other material approved by the ACC.
- c) Each Dwelling shall at a minimum be required to have four (4) inch wood or cement board corner boards and trim around all windows, doors and vents.

4.11 Minimum Building Living Area: The Minimum floor area of each dwelling shall be no less than the following schedule, with all measurements taken from exterior walls.

- a) One Story Dwelling: 1,600 square feet

- b) One and One-Half Story Dwelling: 2,000 square feet total.
- c) Two Story Dwelling: 2,000 square feet total.

Note: Other City of Cedarburg zoning restrictions may apply.

4.12 Bathrooms: Each dwelling shall contain a minimum of two (2) baths.

4.13 Building Setbacks and Floor Area Ratio: The required minimum building setbacks for all Lots in the Subdivision are as follows:

- a) Front setback: 25 feet for all Dwellings or structures.
- b) Corner side yard setback: 25 feet for all Dwellings or structures.
- c) Side yard setback: 7.5 feet.
- d) Rear yard setback: 25 feet.
- e) Maximum floor area ratio (total floor area of buildings): 36%

4.14 Utilities: Electric, natural gas, communication, sewer and water services shall be provided to each home by the installation of underground lines.

4.15 Outside Storage/Antennae/Window Air Conditioners:

- a) No outside storage of boats, recreational vehicles, non-working vehicles or miscellaneous equipment permitted.
- b) No exterior antennae are permitted except satellite dishes no greater than twenty-two inches (22") in diameter. Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house.
- c) No window air conditioning units of any type are permitted.

4.16 Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage and other waste shall be kept in sanitary containers that shall be stored in the attached garage.

4.17 Occupancy: No Dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the City of Cedarburg.

4.18 Zoning Laws, etc.: In addition to the provisions outlined in this document, the Developer, its successors and assigns, and all parties hereafter having an interest in the property shall be subject to all ordinances, zoning laws, building codes and other regulations of the City of Cedarburg, Ozaukee County and the State of Wisconsin as applicable and the same may be more restrictive than these Restrictions. The provisions of the QUARRY PARK Developer's Agreement shall also apply. In the event there is a conflict between the requirements of these regulations, the more restrictive provisions shall apply.

4.19 Animals, Livestock, Poultry: No animals such as livestock or poultry shall be raised, bred or kept outside on any Lot. No more than three (3) dogs or cats, or combination thereof, shall be kept inside or outside any Dwelling and not kept for any commercial purpose. Outdoor animal kennels are prohibited.

4.20 Vision Triangles: No structure of any kind shall be permitted which exceeds a height of 30 inches above the elevation of the center of the intersection, except for necessary highway and traffic signs, nor shall any plant material or natural growth be permitted which obscures safe vision of the approaches to the intersection.

4.21 Street Trees, Lamp Posts and Mailboxes:

- a) In order to provide mail service to the Subdivision, a mailbox must be purchased from DEVELOPER at closing. DEVELOPER or its assigned contractor shall install a mailbox in a location selected by DEVELOPER and approved by the U.S. Postal Service and the City of Cedarburg. The type of mailbox is dependent on the postal office. Mailbox may be a cluster type unit. Repairs and maintenance of the mailbox is the responsibility of the HOA.
- b) A lamp post must be purchased from the DEVELOPER or its vendor and installed at Purchaser's expense.
- c) The Purchaser of a Lot shall pay \$2,500.00 to DEVELOPER at closing to offset the cost of the lamp post material, City street tree planting, and the mailbox installation cost.

ARTICLE V

5. OWNERS ASSOCIATION

5.1 Association of Owners: Upon selling a minimum of twelve (12) Lots but before selling the last lot in the Subdivision, DEVELOPER shall create a non-profit corporation to be known as QUARRY PARK HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "HOA". Until the formation of the HOA, and at all times prior to the first election of the Board of Directors of the HOA following the annual meeting of the HOA, the Developer shall have the sole authority to manage the affairs of the Subdivision, to act as the ACC, and to otherwise enforce this Declaration.

5.2 Purpose:

- a) To own and maintain Common Areas and Common Improvements including all drainage easements, stormwater ponds, landscaping and mailboxes, together with any other amenity that may be provided by DEVELOPER or the HOA, and that may exist from time to time;
- b) To assess the prorated share of the cost of maintenance and other expenses incurred from operation of the HOA, upon the individual Lot owners, and to collect such assessments, and;

5.3 Membership: Each owner of a Lot, whether numbering one (1) or more shall be a member of the HOA, but each Lot shall represent one (1) vote only in the affairs of the HOA,

regardless of the number of owners of a Lot. Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.

5.4 Directors and Officers of the HOA: An initial Board of Directors of three (3) members shall be appointed by DEVELOPER in DEVELOPER'S sole discretion. The initial Board of Directors need not be comprised of Lot owners. The Board of Directors shall appoint the officers of the HOA. The initial Board of Directors appointed by DEVELOPER shall serve in such capacity until the sale and conveyance by DEVELOPER of all Lots in the Subdivision, or such earlier time as determined by DEVELOPER in DEVELOPER'S sole discretion. After the sale and conveyance by DEVELOPER of the final Lot in the Subdivision, or at such earlier time as determined by DEVELOPER in DEVELOPER'S sole discretion, the initial directors appointed by DEVELOPER shall resign, and the HOA shall hold a meeting for the purpose of electing three (3) Lot owners to the board of Directors.

5.5 Annual and Special Meetings: An annual meeting at a date, time and location to be determined by the Board must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within one hundred twenty (120) days of the DEVELOPER establishing the Board. Special meetings may be called by the Board, acting on their own, shall be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty-eight (48) hours prior to convention.

5.6 Operating Budget and General Annual Assessment:

- a) Commencing with calendar year 2026 and for each subsequent year after, the HOA shall prepare an operating budget covering the period January 1st through December 31st of each year.
- b) To support the required HOA expenses prior to calendar year, an HOA startup assessment fee of \$250.00 shall be paid to DEVELOPER at Lot closing. The initial annual assessment of \$250.00 shall be paid to the HOA thereafter. DEVELOPER shall be responsible for carrying out and paying for the HOA responsibilities prior to setting up the HOA as described in Section 5.1.
- c) In accordance with the financial needs of the HOA, all of the Lots, except Lots owned by DEVELOPER, shall be subject to a general annual assessment, determined solely by the Board, for the purpose of deferring the costs and expenses of the HOA and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the Common Improvements and Common Areas, and the cost of labor, equipment, materials, management and supervision thereof. The annual assessment, commencing in calendar year 2026, for each Lot shall be the total HOA costs divided by the total number of Lots sold by DEVELOPER.
- d) The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgment of the HOA's members represented at the HOA's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by

each Lot Owner to the HOA in a lump sum, on or before the first day of March of each year.

5.7 Special Assessments: A special assessment may be levied on each Lot by the HOA for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the HOA present at a membership meeting called for that purpose.

5.8 Delinquent Assessments: If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the HOA may bring an action at law, filing of a mechanic's lien or lien in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.

5.9 Certificates: The HOA shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the HOA setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The HOA may impose a reasonable charge for each such certificate requested and issued.

5.10 Duties and Authority: The administration of these restrictions, subject to the provisions of Article 5, as well as the authority to run the day-to-day operations of the HOA, is vested in the Board of Directors.

5.11 City Maintenance of Common Areas, Drainage Facilities and Signage: In the event the HOA does not properly landscape, maintain, repair or replace any Common Area, Common Improvement, drainage facility or signage, the City of Cedarburg may send written notice to the HOA indicating that the City of Cedarburg will perform such landscaping, maintenance, repair or replacement if not properly done by the HOA. If the Common Area, Common Improvement, drainage facility or signage is not properly landscaped, maintained, repaired or replaced within the time granted by the above-reference notice, the City of Cedarburg shall then have the authority to landscape, maintain, repair or replace any such Common Area, Common Improvement, drainage facility or signage referred to in said notice and shall have the right to charge the Lot owners on a pro rata basis for any costs incurred by the City as a result of said landscaping, maintenance, repair or replacement. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any Lot owner within the period fixed by the City of Cedarburg, charges shall become a lien upon the Lot owner's Lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the Lot owner's Lot as provided in Section 66.0627, Wis. Stats.

5.12 No Fees or Assessments in Event of Tax Forfeiture: Neither Ozaukee County nor the City of Cedarburg shall be liable for any fees or special assessment in the event that Ozaukee County or the City of Cedarburg becomes the owner of one or more Lot in the Subdivision by reason of tax delinquency.

ARTICLE VI

6. ARCHITECTURAL CONTROL COMMITTEE (ACC)

6.1 DEVELOPER will initially form an Architectural Control Committee consisting of three (3) persons appointed by DEVELOPER hereinafter referred to as "ACC". The initial ACC shall be comprised of the initial Board of Directors appointed by DEVELOPER. The appointed members of the ACC shall serve until the first election of the Board of Directors of the HOA following the annual meeting of the HOA, in accordance with the Bylaws of the HOA and Article V of Quarry Park Covenants. Following the first election of the Board of Directors at the annual meeting of the HOA, the Board of Directors of the HOA shall act as the ACC on all matters properly before the ACC, provided that DEVELOPER shall retain the sole right to review and approve of all Dwellings as set forth in Section 6.5 of Article VI of Quarry Park Covenants.

6.2 Procedures: The ACC's consent, approval or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a complete written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Section 4.1 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

6.3 Responsibility and Purpose: In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, Dwellings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site grading plan and/or recorded drainage easements and will require the approval of the City of Cedarburg Engineering Department). The ACC shall have the right to reject any such addition or alteration to any Lot, which in its conclusive judgment, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgment upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any Dwelling or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots.

6.4 Right To Waive Non-Compliance: The ACC shall have the right to waive minor infractions or deviations from this Declaration in cases of hardship, provided the City of Cedarburg building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum Dwelling size requirements apply to a particular proposed Dwelling and whether the same has been met.

6.5 DEVELOPER Control of ACC: So long as DEVELOPER, its successors or assigns, shall own any Lot in the Subdivision, the authority and functions of the ACC relative to the review and approval of all applications for a proposed Dwelling on any Lot in the Subdivision, including but not limited to the review of plans, specifications, and surveys, shall be vested solely in DEVELOPER, and such approvals shall be in DEVELOPER'S sole discretion in accordance with the requirements of Quarry Park Covenants. Upon DEVELOPER'S conveyance of the last Lot owned by DEVELOPER in the Subdivision and DEVELOPER'S

formal approval of the construction plans for the proposed Dwelling on such Lot, the Board of Directors of the HOA shall have full authority and control of the ACC. With the exception of DEVELOPER'S rights as set forth herein, the ACC shall retain all other authority as set forth in Article VI of Quarry Park Covenants.

Each lot owner must obtain written approval of plans, survey and exterior colors from ACC prior to starting construction. 11"x17" home plans and home on lot survey are to be submitted along with exterior colors. Either actual color samples, swatches or a design vignette shall be provided at time of plan submittal. DEVELOPER at its sole discretion may limit initial homes of similar colors in close proximity to one another.

6.6 Landscaping and Grading Requirements:

- a) **Landscaping and Erosion Control:** Establishment of a finished lawn must be completed within ninety (90) days of the City issuing an occupancy permit for the residence occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the time between gaining occupancy and establishment of the finish lawn, the Lot owner is responsible for installing and/or maintaining all necessary erosion control measures for their Lot. All other landscaping must be completed within one (1) year of an occupancy permit for the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting three (3) trees, in addition to the street trees planted by DEVELOPER, of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance and replacement of all landscaping under the Owners control and the street trees abutting the owner's Lot. Note: It is the responsibility of each Lot Owner to install grass on City right-of-way areas within the same timetable as the on-Lot lawn.
- b) **No filling of stormwater facilities allowed:** As part of the grading and landscaping of each Lot in the Subdivision, no part of the Lot including rear and side yard swales, Outlot or Stormwater detention areas that are delineated on the recorded plat or grading plan with or without accompanying easements (some side and rear yard swales are not covered by private drainage easements, but are critical to the overall drainage plan for the subdivision) shall be filled or altered in any way without approval of all necessary governing parties including the City of Cedarburg. No improvements, trees, shrubs or planting beds of any kind shall be planted within swales or stormwater detention areas.
- c) **Improvements may require permits:** Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) or drainage easements require a permit from the City of Cedarburg and/or the State of Wisconsin, as may be applicable, which shall be obtained before work is commenced.
- d) **Grading:** Each Lot owner must strictly adhere to, and finish grade its Lot in accordance with the Master Grading Plan, or any amendment thereto approved by the ACC and the City Engineer, on file in the office of the City Engineer. The HOA and/or the City and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any

time, for the purpose of inspection, maintenance, correction of any drainage condition, and the Lot owner is responsible for cost of the same.

ARTICLE VII

7. STREET MAINTENANCE AND EROSION CONTROL BOND

7.1 Deposit: Upon approval of Dwelling construction plans by the ACC, each Lot Owner will be required to place in escrow with DEVELOPER the sum of five hundred dollars (\$500.00) ("Street Maintenance and Erosion Control Bond") to guarantee the Lot owner completes all grading, driveway and landscape requirements contained in Section 6.6 of this Declaration and performs all necessary street cleaning and erosion control installation and maintenance. It is the responsibility of the Lot owner to ensure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris, especially during landscape operations. Also, it is the responsibility of the Lot owner to ensure that his agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot owner to complete the grading, driveway and landscaping requirements and regulate his agents or contractors in this regard will cause DEVELOPER to proceed to perform the necessary work as required and to charge the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once the Lot owner meets the requirements of this paragraph, the Street Maintenance and Erosion Control Bond will be refunded by DEVELOPER in full unless a portion of the bond was retained to reimburse the costs associated with DEVELOPER enforcing this paragraph.

7.2 Excess Costs: In the event DEVELOPER is required to perform the work identified in Section 7.1 in which the costs exceed the Lot owner's deposited amount under this Article 7, DEVELOPER will assess the respective Lot owner for the additional amount due and failure of the Lot owner to pay DEVELOPER for any such additional charge within ten (10) days of being billed, will give to DEVELOPER, the right to file and foreclose a mechanic's lien upon the owner's Lot. DEVELOPER charges for performing under this section will include the actual amount of costs incurred plus a management fee equal to twenty-five percent (25%) of the actual cost. Upon issuance of an occupancy permit, all Street Maintenance and Erosion Control Bond deposited with DEVELOPER less any funds disbursed, shall be returned to the Lot owner without any interest.

7.3 Use of Deposited Funds: Each Lot owner's deposit under this paragraph is for the sole and exclusive use of each respective Lot owner and deposited funds are not to be used to offset the costs created by acts of other Lot owners, except in the instance where the violator of these requirements cannot be readily determined; then all Lot owners having funds on deposit shall be charged equally.

ARTICLE VIII

8. EASEMENTS AND OUTLOTS

8.1 Subdivision Utility, Drainage Easements: DEVELOPER reserves to itself and the HOA the right to record utility and drainage easements and to implement improvements in

these easements as necessary to properly provide service to all Lots in Quarry Park. These improvements may include but are not limited to: drainage improvements to alleviate drainage problems, addition of pipes for drainage, addition of cable to upgrade utilities.

8.2 Possible Future Easements: Seller reserves the right for a period of three (3) years after closing hereof to grant easements to We Energies, City of Cedarburg, AT&T and Spectrum/Time Warner Cable for utility purposes over, upon, under or across all Lots in this Subdivision whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted standard utility forms. Seller reserves the right for a period of three (3) years after closing to create side Lot line or rear Lot line swales for drainage purposes. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may involve tree removal and grading within such areas.

8.3 Ownership of Outlots: Each Lot owner within the Subdivision shall have an equal undivided interest in the Outlots depicted on the plat, and all deeds and other conveyances or any Lot within the Subdivision shall be deemed to include such interest in the Outlots, whether not so specifically stated in any such deed or other conveyance.

ARTICLE IX

9. Storm Water Management Maintenance:

9.1 Storm Water Maintenance Agreement Responsibilities: The Lots within the Subdivision are subject to Quarry Park Storm Water Management Practice Maintenance Agreement which is recorded in the Ozaukee County Register of Deeds office as Document No. _____ (Storm Water Agreement"). The Storm Water Agreement runs with the land and identifies the routine and extraordinary maintenance and repair of the storm water management practices. Upon creation of the HOA as described in Article V, the HOA shall be responsible for all requirements of the Storm Water Agreement.

ARTICLE X

10. AMENDMENT

10.1 DEVELOPER Amendment Rights: This Declaration shall run with the land and shall be binding upon all persons purchasing any Lot in the Subdivision after recording of this Declaration. Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed solely by DEVELOPER or its successors or assigns, until such time as DEVELOPER or its successors or assigns, shall no longer own any Lot in the Subdivision. These rights are subordinate to the review by the City prior to effectiveness for compliance with City ordinance and provisions of the Developer's agreement with the City. This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the City, and the duration of any such

restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

10.2 Homeowner Amendment Rights: When DEVELOPER or its successors or assigns no longer retain interest in the property, the owners of at least seventy-five percent (75%) of the Lots may amend the herein restrictions and covenants as allowed in Section 10.1 above. These rights are subordinate to the review by the City prior to effectiveness for compliance with City ordinance.

10.3 Effective Date: The effective date of any such annulment, waiver, change or modification of amendment shall be as of the date of recording of such Declaration at the offices of the Ozaukee County Register of Deeds.

ARTICLE XI

11. GENERAL PROVISIONS

11.1 Initial Term and Extensions: The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the owners of at least seventy-five percent (75%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part.

11.2 Period For Protesting Violations: Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the owner of the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

11.3 Enforcement of Declaration: No Reversion of Title

- a) The HOA or, until formation of the HOA, the Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the HOA, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collection of assessments against Lot Owners of other Lots) if the HOA fails to take such action within sixty (60) days following a written request by such Lot Owner for the HOA to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules and Regulations shall pay all costs, expenses and actual attorney's fees incurred by the HOA or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the HOA or the ACC, nor any member, director or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the HOA or the ACC to take any action requested by a Lot Owner.

- b) Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the HOA or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the HOA or ACC.
- c) Under no circumstances shall any violation of this Declaration or of any Rule and Regulation result in any revert or reversion of title to any Lot.

11.4 Invalidation: Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgment or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

11.5 Governing Law: The Laws of the State of Wisconsin shall be interpreted as to any dispute arising under this document.

11.6 ACC Approval: Prior to any permit submittal to the City of Cedarburg, said applicant shall first obtain approval of the ACC as outlined elsewhere in these covenants.

This Declaration shall be binding upon and inure to the benefit of DEVELOPER its successors and assigns, and all persons, parties or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, THE GLEN AT QUARRY PARK LLC has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this ____ day of _____, 2026.

THE GLEN AT QUARRY PARK LLC

 Michael J. Kaerek
 Member

STATE OF WISCONSIN)
)ss.
 COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 2026, Michael J. Kaerek, Member of **THE GLEN AT QUARRY PARK LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of **THE GLEN AT QUARRY PARK LLC** and it is acknowledged that he executed the foregoing instrument as such member of said **THE GLEN AT QUARRY PARK LLC** by its authority.

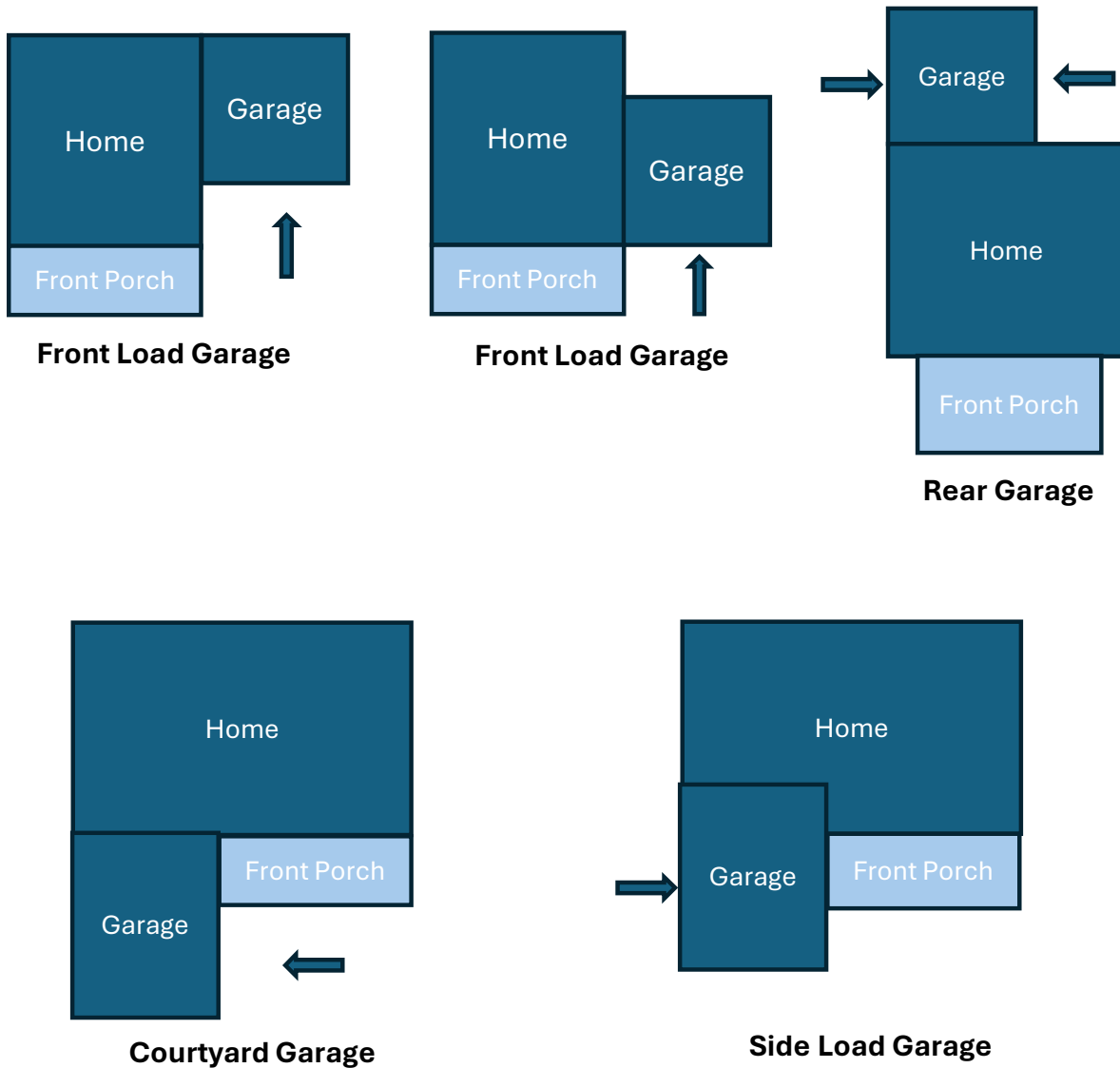
Jan Francki - Notary Public
Milwaukee County, Wisconsin
My Commission Expires _____

Return to:
THE GLEN AT QUARRY PARK LLC ,
11600 W. Lincoln Avenue
West Allis, Wisconsin 53227

This instrument was drafted by: Michael J. Kaerek
THE GLEN AT QUARRY PARK LLC
11600 W. Lincoln Avenue
West Allis, WI 53227
414-321-5300

Quarry Park

Approved Garage Layouts



Garage Sizes - Minimum 500 sq.ft.

Front Load Garage Doors must be decorative

See front load garage door size restrictions

Quarry Park

Examples for Front Porch Styles and Garage Orientations.
Garages shall not dominate the primary façade of a residence.



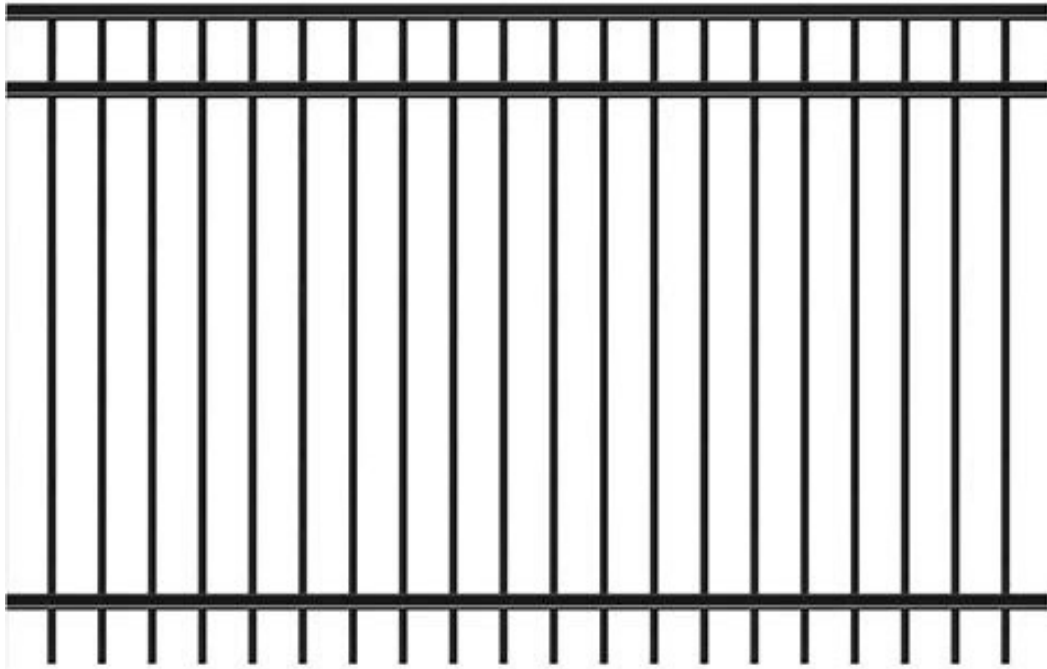
Quarry Park

Examples for Front Porch Styles and Garage Orientations.
Garages shall not dominate the primary façade of a residence.



Quarry Park

Examples for rear yard fencing.
Only black metal fencing is allowed.





TONY EVERS
GOVERNOR
KATHY BLUMENFELD
SECRETARY
Plat Review
PO Box 1645, Madison WI 53701
E-mail: plat.review@wi.gov
<https://doa.wi.gov/platreview>

November 14, 2025

Grady Gosser
TRIO ENGINEERING LLC
ggosser@trioeng.com

FILE NO. 122362
Glen at Quarry Park
City of Cedarburg, Ozaukee County

Dear Grady Gosser:

You have submitted the preliminary plat of Glen at Quarry Park for review. The Department of Administration does not object to this preliminary plat and certifies it as complying with the requirements of: s. 236.16, and s. 236.20 Wis. Stats.

DEPARTMENT OF ADMINISTRATION COMMENTS:

We have examined and find that this preliminary plat appears to conform with the applicable layout requirements of ss. 236.16 and 236.20, Wis. Stats.

Local government units, during their review of the plat, will resolve, when applicable, that the plat:

- complies with local ordinances;
- conforms with areawide water quality management plans, if sewered;
- complies with Wisconsin shoreland management regulations;
- resolves possible problems with storm water runoff;
- fits the design to the topography;
- displays well designed lot and street layout;
- includes service or is serviceable by necessary utilities.

If there are any questions concerning this review or preparation and submittal of the final plat, please contact our office as listed above.

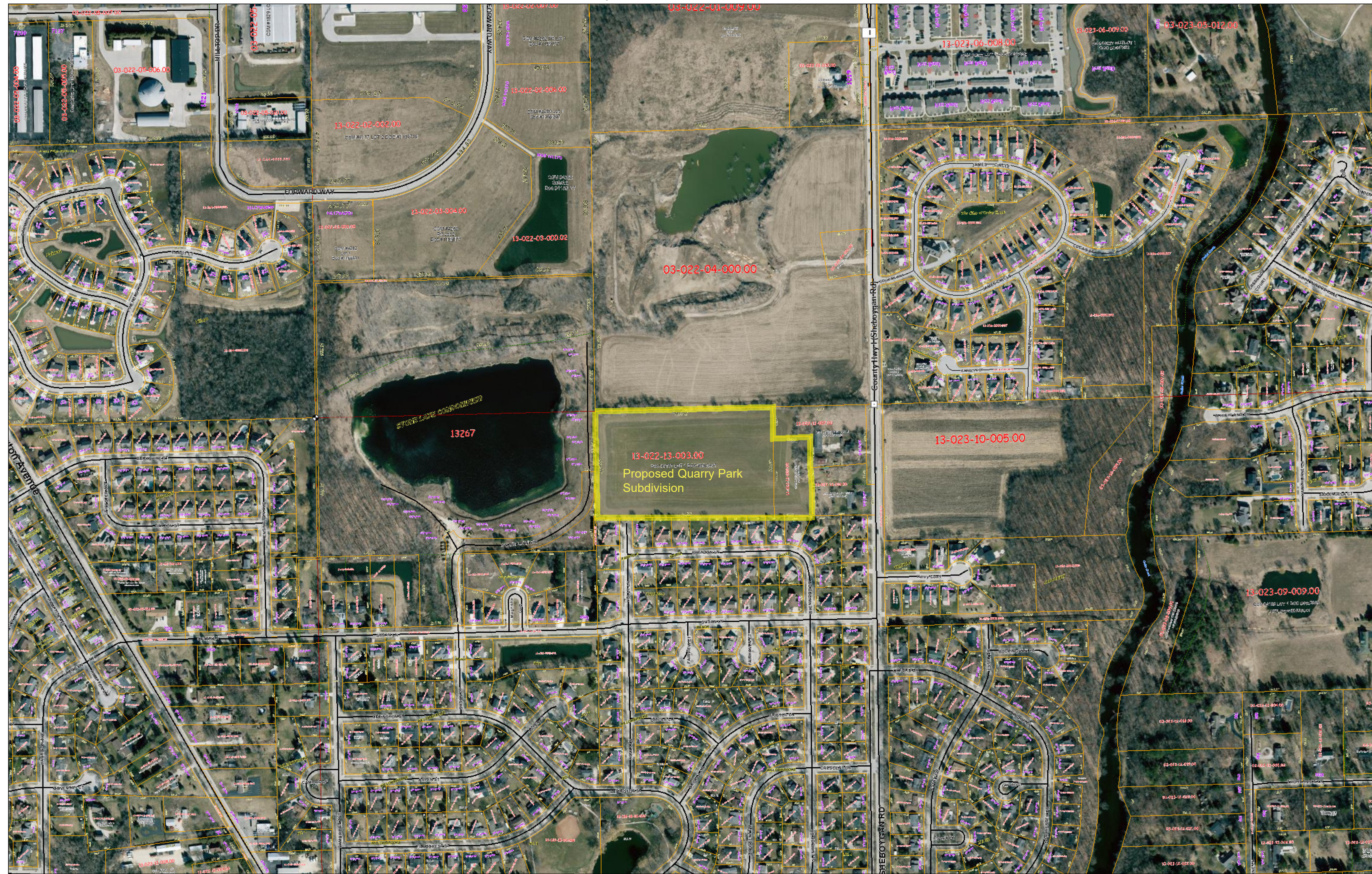
Regards,

Don Sime, PLS
Plat Review

cc: Cornerstone Development, Owner
Clerk, City of Cedarburg

PLAT RECEIVED FROM SURVEYOR ON 09/26/2025; REVIEWED ON 11/14/2025

Proposed Quarry Park GIS Aerial Map View



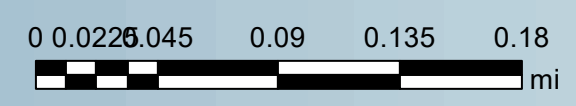
13-022-13-003.00
Proposed Quarry Park
Subdivision

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

Product of the LAND INFORMATION OFFICE

9/15/2025, 11:08:06 AM

9/15/2025, 11:08:06 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.