

Plan Commission Application

City of Verona – Planning & Development Department

111 Lincoln Street
Verona, WI 53593-1520
(608) 848-9941

X	Description	Administrative Fee
	Annexation	\$ 350.00 + Taxes
	Conditional Use Permit	\$ 350.00
	Site Plan	\$ 350.00
	Variance	\$ 350.00
	Zoning Map Amendment (From ___ To ___)	\$ 350.00
	Zoning Text Amendment	\$ 350.00
	Planned Development	
	Optional Pre-Application Review	
	Step 1: Preliminary Plan	\$ 350.00
	Step 2: Final Plan	\$ 350.00
X	Certified Survey Map (CSM)	\$ 150.00 + \$100/lot
	Preliminary Plat Review / Condo Plat Review	\$ 300.00 + \$50/lot
	Final Plat Review	\$ 300.00 + \$25/lot

*NOTE: Administrative filing fees are due at the time an application is filed with the City and are not refundable. In addition to the Administrative fees, City staff time (City Engineer and City Attorney) will be charged back to the applicant. The Applicant will receive monthly invoices of payments due.

Date:

December 16, 2022

Project/Business Name:

Address/Location:

751 Gutschy Glen Drive Fld Cheshire Castle WAY

City, State, Zip Code:

Verona WI 53593

Proposed Use of Property:

Zero lot line duplex

Applicant:

Barry Bodendein

Property Owner:

S&B Renovations Inc.

Address:

57336 Eli Valley Rd.

Address
57336 Eli Valley Rd.

City/State/Zip

Loganville WI 53943

City/State/Zip:
Loganville WI 53943

Phone:

608-963-6557

Phone:
608-963-6557

E-mail:

barr7@sbbuild.com

E-mail:
barr7@sbbuild.com

Signature:

Barry

Signature:
Barry

By filing the application that results in a public hearing, the applicant agrees and consents to the placement of a sign on his or her property. The applicant also agrees that the sign shall be left in the location(s) chosen by the Zoning Administrator until after the public hearing occurs, unless the application is formally withdrawn by the applicant prior to the public hearing. The applicant shall periodically check the sign to verify that the sign has not been removed and has not been modified or vandalized. The applicant shall immediately notify the Zoning Administrator if the sign was removed or if the sign was modified or vandalized.

ZERO LOT LINE COVENANT

J & B Renovations, Inc., hereinafter referred to as "Declarant", desires to declare and impose a covenant upon real estate currently owned by Declarant, as hereinafter described.

WHEREAS, Declarant is the owner of the following described real estate:

Lot 1, Certified Survey Map No. _____, as recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume _____, at Page _____, as Document No. _____ (being a part of Lot 63, Hawthorne Hills, located in the NE ¼ of the SW ¼ and the SE ¼ of the SW ¼ of Section 23, T6N, R8E, in the City of Verona, Dane County, Wisconsin).

and,

WHEREAS, Declarant is also the owner of the following described real estate:

Lot 2, Certified Survey Map No. _____, as recorded in the Office of the Register of Deeds for Dane County, Wisconsin, in Volume _____, at Page _____, as Document No. _____ (being a part of Lot 63, Hawthorne Hills, located in the NE ¼ of the SW ¼ and the SE ¼ of the SW ¼ of Section 23, T6N, R8E, in the City of Verona, Dane County, Wisconsin).

and,

WHEREAS, the above described real estate is referred to in this Covenant individually as a "parcel" and collectively as the "parcels"; and,

WHEREAS, surveying and land division was performed so as to create the parcels upon which is constructed one residential building containing two single-family residences, with each residence hereinafter referred to individually as a "Unit" and collectively as the "Units", and with said residential building being constructed across the common boundary line separating the parcels; and,

WHEREAS, the zoning classification of the parcels allows for zero lot line construction; and, WHEREAS, Declarant has an interest in maintaining a common exterior on the residential building located on the parcels, and desires by this Covenant to provide for the maintenance and continuation of such common exterior, among other things; and,

WHEREAS, Declarant intends to sell and convey the parcels, and the term "Unit owner", "Unit owners" and the like shall refer to the future owners of the parcels, as well as to Declarant during such time as Declarant owns either or both of the parcels.

NOW, THEREFORE, Declarant hereby declares and imposes a covenant on the parcels in

Recording Area
Name and Return Address

Glynn Law Office, LLC
934 Water Street
Sauk City, WI 53583

286/0608-233-0303-2

Parcel Identification Number (PIN)

This is not a conveyance per Wis. Stats. §77.21(1) and is not subject to a transfer return or fee.

accordance with the following terms and conditions:

1. Exterior Maintenance and Repairs. In the event that a Unit owner desires to perform any exterior maintenance or repairs to said Unit owner's Unit, all such exterior maintenance and/or repairs shall be done in such a way as to match, in style as well as color, the exterior of said Unit owner's Unit as it exists on the date of this Covenant. Exterior maintenance and repairs shall include, but not be limited to, replacement and/or repair of roof shingles, trim, gutters, downspouts, windows, window frames and siding. A Unit owner shall at all times maintain the exterior of said Unit owner's Unit in good repair and in a neat and orderly condition. No Unit owner shall change the style or color of any exterior portion of said Unit owner's Unit without the written consent of the owner of the other Unit.
2. Structural Integrity. No Unit owner shall make any addition, improvement or alteration to said Unit owner's Unit which impairs the structural integrity of either Unit.
3. Insurance. The owners of both Units shall insure their respective Units with a common insurance company. Such policy shall insure each Unit owner's interest for the replacement cost thereof, and each Unit owner shall pay a proportionate share of the premium, based upon the percentage that the value of such Unit bears to the value of both Units, as determined by the insurer. In the event any Unit owner fails or refuses to promptly pay said Unit owner's proportionate share of the premium, the other Unit owner may pay the entire premium, and shall then be entitled to take such action as may be necessary to collect the premium plus interest at the rate of 18% per annum, plus legal fees and costs, from the defaulting Unit owner. It is the intent hereof to provide for the maximum protection in insuring the respective interests of the Unit owners, and to avoid disputes which might arise between multiple insurers in the event of loss or damage affecting both Units.
4. Party Wall. Each Unit owner shall be deemed to own an equal undivided interest in the structural components of the common wall, hereinafter referred to as the "party wall", which separates the Units, and shall do no act to weaken or damage the party wall; nor shall a Unit owner make any breach or opening in the party wall or the exterior surface thereof without first obtaining the written approval of the other Unit owner. The Unit owners shall be equally responsible for the maintenance and repair of the party wall, including all costs associated therewith. All such maintenance and repair work shall be performed as soon as is reasonably practical. Notwithstanding the foregoing, each Unit owner shall be responsible for all costs of patching and painting the drywall on the exterior of the party wall which faces into such Unit owner's Unit. All provisions of the law of the State of Wisconsin regarding party walls, as the same now or hereafter exists, shall apply to the party wall.
5. Damage or Destruction. In the event that either or both of the Units are destroyed or damaged, all insurance proceeds shall be applied for the purpose of restoring the Unit or Units; and to the extent such proceeds are insufficient for such purpose, each Unit owner shall pay the deficiency applicable to the restoration costs of said Unit owner's respective Unit; provided however, that if both Units are substantially destroyed, both Unit owners may agree not to rebuild and to apportion the insurance proceeds between them.
6. Lawn Maintenance. The Unit owners shall maintain the lawn which is located on each Unit owner's respective parcel in a neat appearance and shall keep all grass mowed on a timely basis in compliance with all applicable municipal ordinances. This paragraph shall not be construed to prohibit gardens as long as such gardens are maintained in a neat appearing manner.
7. Parking of Vehicles. The parking of commercial vehicles in the street abutting a parcel or on a parcel by a Unit owner or by any occupant of a Unit is prohibited unless such vehicles are kept in garages. Storage of boats, trailers, snowmobiles, mobile homes, campers and other recreational vehicles on a parcel or on a street abutting a parcel is prohibited unless kept inside garages. This paragraph shall not prohibit the temporary storage of such vehicles for purposes of

loading or unloading for a period of time not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on yards or lawns on a parcel at any time.

8. Planting of Trees, Hedges and Bushes. No Unit owner shall plant any tree, hedge or bush within fifteen (15) feet of the common boundary line separating the parcels.

9. Termination, Amendment or Alteration. This Covenant shall not be terminated, amended or otherwise altered without the approval of the City of Verona.

10. Right to Contribution Runs with the Real Estate. The right of any Unit owner to contribution from any other Unit owner under this Covenant shall be appurtenant to the real estate and shall pass to such Unit owner's successors in interest.

11. Encroachment. If any portions of a Unit shall actually encroach upon any other Unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Unit owner of the encroaching Unit to the extent of such encroachment so long as the same condition shall exist.

12. Easements for Utilities. Each Unit owner shall have an easement over the real estate of the other Unit owner for purposes of maintaining water, sewer, natural gas, telephone, cable television and other utilities which serve said Unit owner's Unit and which crosses over, under or through the real estate of the other Unit owner.

13. Construction Liens. Each Unit owner agrees to indemnify and hold harmless the other Unit owner for any construction liens arising from work done or materials supplied to make repairs or replacements to said Unit owner's Unit.

14. Enforcement. If a Unit owner, or a Unit owner's heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the terms contained herein, the other Unit owner shall have standing to bring proceedings at law or in equity against the Unit owner violating or attempting to violate any such term, and the prevailing Unit owner shall be awarded reasonable attorney's fees and costs.

15. Invalidation. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

16. Mortgage Holder. WCCU Credit Union, as the holder of a mortgage or mortgages on all or a portion of the real estate described herein, executes this Covenant in order to approve of it, to subordinate said mortgage or mortgages to it and to be bound by and subject to each and every term contained herein.

17. Severability. If any of this Covenant's provisions are deemed to be invalid, inequitable or unconscionable, those provisions shall be severed from this Covenant and shall not affect the enforceability of the remainder of this Covenant. If a provision shall be deemed invalid, inequitable or unconscionable due to its scope or breadth, the provision shall be deemed valid to the extent of the scope or breadth permitted by law.

18. Governing Law. This Covenant shall at all times be construed by and subject to the laws of the State of Wisconsin, and the circuit courts of the State of Wisconsin shall have sole and exclusive personal and subject matter jurisdiction as to any action regarding this Covenant.

19. Paragraph Headings. The titles to the paragraphs in this Covenant are solely for convenience and shall not be used to explain, modify, simplify, limit or aid in the interpretation of the provisions of this Covenant.

20. Binding. This Covenant shall run with the land and shall be binding upon and inure to the benefit of the present and future Unit owners and their heirs, personal representatives, successors and assigns.

Dated: February ____, 2023

J & B RENOVATIONS, INC.:

By: Barry Bodendein, President

By: Judith A. Bodendein, Secretary

AUTHENTICATION

Signature(s) of Barry Bodendein and Judith A. Bodendein

authenticated this ____ day of February, 2023

* Brian F. Givnn
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by § 706.06, Wis. Stats.)
(Signatures may be authenticated or acknowledged.
Both are not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

STATE OF WISCONSIN }
____ County } ss.

Personally came before me this ____ day of
____, 20____ the above named

to me known to be the person _____ who executed the
foregoing instrument and acknowledge the same.

*
Notary Public _____ County, Wis.
My commission is permanent. (If not, state expiration
date: _____, 20____.)

WCCU CREDIT UNION:

By: _____

By: _____

STATE OF WISCONSIN)
) SS
) _____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named
_____ and _____, to me known to be the
persons who executed the foregoing instrument and acknowledged the same.

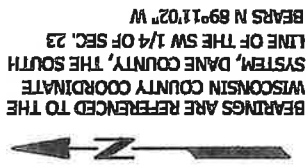
Notary Public, State of Wisconsin
My commission expires _____

This instrument drafted by:

Attorney Brian F. Glynn
Sauk City, Wisconsin

CERTIFIED SURVEY MAP

LOT 63, HAWTHORNE HILLS, IN THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 6 NORTH, RANGE 8 EAST, IN THE CITY OF VERONA, DANE COUNTY, WISCONSIN

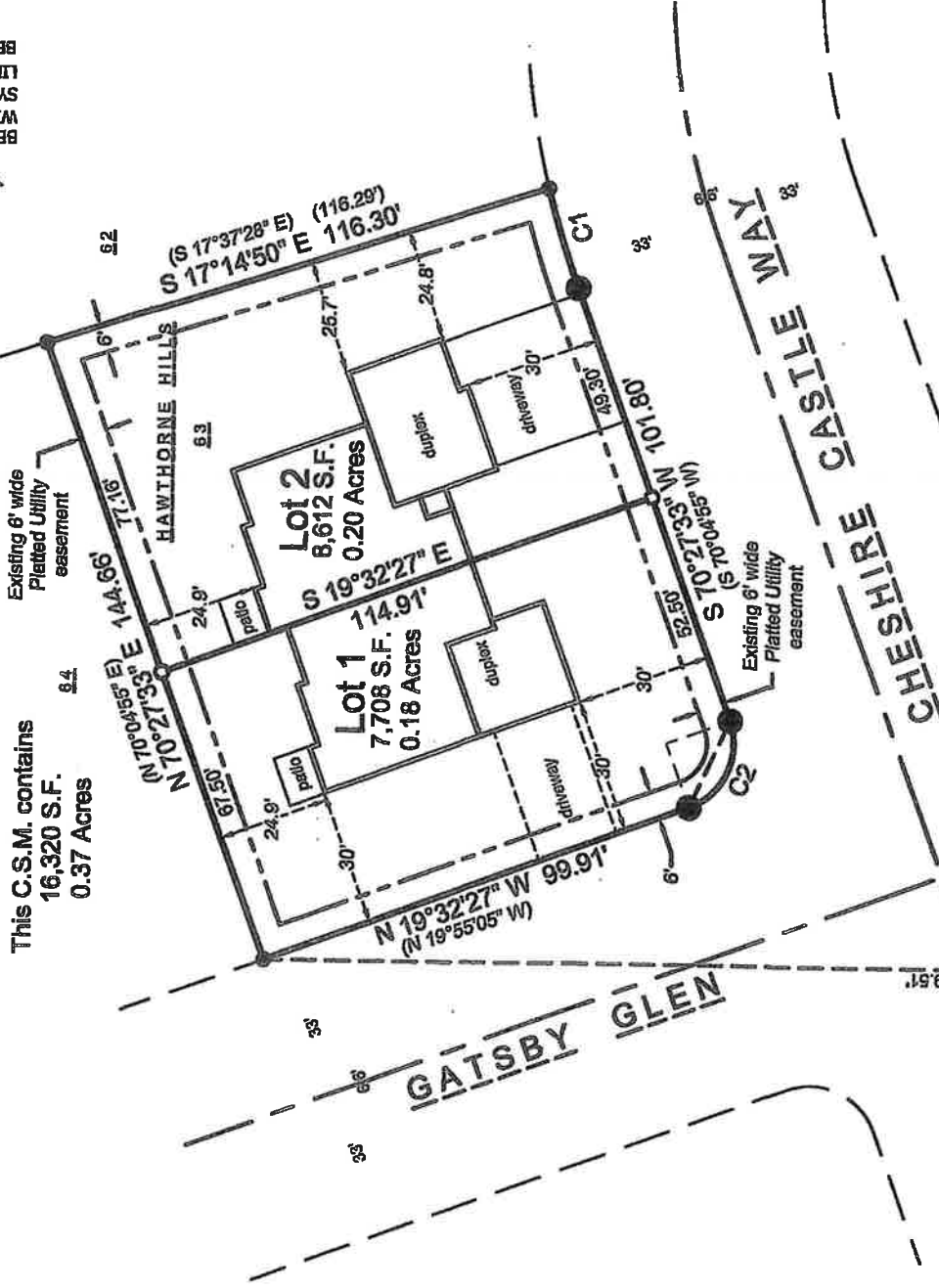


LEGEND

- SOLID IRON ROD FOUND (0.75" Dia. unless noted)
- IRON PIPE FOUND (1" Outside Diam. unless Noted)
- 3/4"x18" SOLID IRON ROD SET
- 1.50lbs./LINEAL FOOT.

() INDICATES RECORDED AS DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.

This C.S.M. contains
16,320 S.F.
0.37 Acres



CERTIFIED SURVEY MAP

LOT 63, HAWTHORNE HILLS, IN THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 6 NORTH,
RANGE 8 EAST, IN THE CITY OF VERONA, DANE COUNTY, WISCONSIN

I, Paul A. Speitz, Registered Land Surveyor for Isthmus Surveying LLC, hereby certify that: under the direction of Barry Bodendeln, authorized representative for J&B Renovations, Inc., owners of said land, I have surveyed, divided, and mapped the following parcel(s) of land:

Legal Description:

Lot 63, Hawthorne Hills, recorded in Vol. 58-065A of Plats, page 297 as Document Number 3862939, in the NE 1/4 of the SW 1/4 of Section 23, T6N, R8E, in the City of Verona, Dane County, Wisconsin

This Certified Survey Map contains 16,320 square feet, or 0.37 acres.

I further certify that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and that I have fully complied with the provisions of Chapter 236.34 of the State Statutes and the Land Division Ordinance of the City of Verona in surveying, dividing, and mapping the same.

Dated this _____ day of _____, 20__

Paul A. Speitz, S 2525:

CORPORATE OWNERS CERTIFICATE:

I, Barry Bodendeln, authorized representative of J&B Renovation, Inc., Owner, hereby certify that we have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the Map hereon. I further certify that this Certified Survey Map is required by Chapter 236.34 of the State Statutes and to be submitted to the City of Verona for approval. Witness the hand and seal of said owner this _____ day of _____, 20__

By: _____
Barry Bodendeln, authorized representative

State of Wisconsin)
County of Dane)

Personally came before me this _____ day of _____, 20__, the above named Barry Bodendeln, authorized representative for J&B Renovations, Inc., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission expires:

Notary Public, State of Wisconsin

MAP NO. _____
DOCUMENT NO. _____
VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP

LOT 63, HAWTHORNE HILLS, IN THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 6 NORTH,
RANGE 8 EAST, IN THE CITY OF VERONA, DANE COUNTY, WISCONSIN

CITY OF VERONA APPROVAL:

Approved for recording by the City of Verona this _____ day of _____, 20____.

Clerk of the City of Verona, Dane County Wisconsin

REGISTER OF DEEDS CERTIFICATE

Received for recording on this _____ day of _____, 20____, at _____ o'clock _____ m. and
recorded in recorded in Volume _____ of Certified Survey Maps on pages _____, as
Document Number _____.

Kristl Chlebowski, Dane County Register of Deeds

MAP NO. _____

DOCUMENT NO. _____

VOLUME _____ PAGE _____