



## VILLAGE PLAN COMMISSION AGENDA

Tuesday, March 17, 2026, at 5:00pm  
Rick J. Hermus Council Chambers  
515 W. Kimberly Ave.  
Kimberly, WI 54136

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1. Call to Order
2. Roll Call
3. Moment of Silent Reflection, Pledge of Allegiance
4. Approval of February 17, 2026, Meeting Minutes
5. Public Hearing
  - a. None
6. Unfinished Business for Consideration or Action
  - a. None
7. New Business for Consideration or Action
  - a. Site Plan and Architectural Review – 222 Main Street – Conversion to Single-Family Residential
  - b. Condominium Plat Review – Ginger Belle Condominium – Lot 27 of the Rivers Edge Subdivision
  - c. Landscape Plan – Planned Unit Development – Lot 27 of the Rivers Edge Subdivision
8. Adjournment

### Plan Commission

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/894788813>

You can also dial in using your phone.

Access Code: 894-788-813

United States (Toll Free): [1 866 899 4679](tel:18668994679)

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Any person wishing to attend the meeting who because of their disability is unable to attend, is requested to contact the ADA Coordinator at 920-788-7500 at least 48 hours prior to the meeting so that reasonable accommodations may be made.

**VILLAGE OF KIMBERLY  
PLAN COMMISSION MINUTES  
02/17/2026**

A meeting of the Village Kimberly Plan Commission was called to order on Tuesday, February 17, 2026, at 5:00pm in the Rick J. Hermus Council Chambers, 515 W. Kimberly Ave, by President Kuen.

Commissioners Present: President Chuck Kuen and Commissioners: Michael Robach, Jeremy Freund, Dave Vander Velden, Todd Schneider, and Nancy Bourassa  
Commissioners Excused: Commissioner Norb Karner  
Staff Present: Deputy Clerk Erica Ziegert and Community Development Director Sam Schroeder

**Approval of Minutes from the 01-20-2025 Meeting**

Commissioner Vander Velden moved, Commissioner Freund seconded the motion to approve. Motion carried by unanimous vote.

**Public Hearing**

None

**Unfinished Business**

None

**New Business**

**Site Plan and Architectural Review – 571 Marcella Street – Outdoor Storage/Vehicle Impound Lot**

Commissioner Vander Velden moved, Commissioner Freund seconded the motion to approve the amendment as it relates to the addition of a secured outdoor storage/impound lot in the rear of the property with the following conditions:

1. The fence including any screening shall be maintained and properly secured at all times.
2. The outdoor storage/impound lot shall not be used or converted into a junk yard/salvage yard.
3. Any dumpster or refuse containers shall be screened within the fenced area or an additional enclosure shall be provided.
4. The fence shall be fully screened from off-site view. If wrecked vehicles will be present, the screening shall be a slatted chain link fence, otherwise, mesh screening is an acceptable alternative.

Motion carried by unanimous vote.

**Comprehensive Plan Overview**

Community Development Director Schroeder just noted the process of updated the Comprehensive Plan and that if anyone was interested in learning more about it, they could visit the website or reach out to him. There was no action taken on this item.

**Adjournment**

Commissioner Vander Velden moved, Commissioner Bourassa seconded the motion to adjourn. Motion carried by unanimous vote at 5:12pm.

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Erica Ziegert  
Deputy Clerk  
Dated 01/21/2026



## Village of Kimberly Request for Plan Commission Recommendation

**ITEM DESCRIPTION:** Site & Architectural Review – 222 N Main Street – Single Family Conversion

**REPORT PREPARED BY:** Sam Schroeder, Community Development Director

**REPORT DATE:** March 17, 2026

**EXPLANATION:** Per the Municipal Zoning Code, no new use of land or structure shall be converted without the approval of a zoning permit which in turn requires the approval of a site plan per code.

The property owner of 222 W Kimberly Avenue is requesting the approval to convert the former commercial building into a single family residence. While the property is zoned B-1 general commercial, the Village Zoning ordinance does permit single family residential uses by right within this district upon approval of a site review. This property is directly abutting residential to the north, with commercial uses further south which does allow the transition of uses throughout the corridor.

As described in the application, narrative and drawings, the applicant is proposing a two phased approach to this conversion. During the initial phase, minor modifications would be made to the building and exterior, with the largest exterior changes being the removal of the front canopy and some concrete near the front vestibule. A second phase would look to add a detached garage and remove some of the asphalt parking area for added green space.

Based on the existing condition of the building and the amount of accumulative outdoor storage on site, staff does feel this is an appropriate transition of use.

Attached to this staff report includes:

1. Narrative
2. Floor Plan
3. Site Plan – Phase 1 and 2

**RECOMMENDED ACTION:** Staff recommends the Plan Commission approve the site and architectural review for the property of 222 N Main Street to allow the conversion of the existing building into a single-family residential building as presented with the following conditions:

1. No work shall commence before building permits have been approved.
2. Phase 2 being the detached garage including the grading and drainage of the property and removal of asphalt shall be reviewed and approved by the Village.

## **Proposed Adaptive Reuse of Former Credit Union Building** 35' x 50' Brick Commercial Structure – B1 Zoning District

The Applicant respectfully submits this narrative in support of the proposed adaptive reuse of the existing 35' x 50' brick commercial building, into a high-quality, open-concept loft/studio-style single-family residence. The subject property was built in the 60's as a credit-union, the building was later converted to use as a retail optometry business, and for the past 10 years has served as offices and shop for a real estate holdings business formerly operated as a credit union.

This proposal represents a thoughtful reinvestment in an existing structure that has long been part of the Village's built landscape. Rather than demolish or significantly alter the exterior character of the building, the Applicant intends to preserve the integrity of the existing brick façade and overall footprint while undertaking limited interior modifications to accommodate residential use.

**1. A Transitional and Compatible Use:** The subject property is located in the B1 Business District. The immediately adjacent property to the south, also zoned B1, is occupied by a dog grooming business. To the west and north are established single-family residential homes, and to the east are upscale duplex condominiums. The remainder of properties in the area are mostly residential, with Canine Country Club, Marty's Supper Club and Perenboom's Bar being the only non-residential uses nearby.

In practical terms, this building already sits within a predominantly residential context. Converting the structure into a single-family dwelling creates a natural and harmonious transition between the surrounding residential uses and the limited commercial activity nearby. A single-family residence generates significantly less traffic, noise, and intensity of use than most permitted B1 commercial operations.

This adaptive reuse will therefore reduce the overall intensity of activity at the site while enhancing neighborhood stability.

**2. Preservation of Structure and Limited Alterations:** A key strength of this proposal is that the existing structure remains largely intact. The building's footprint, exterior walls, roofline, and fundamental architectural character will remain unchanged. The brick façade, which contributes positively to the streetscape, will be preserved.

Interior renovations will be modest in scope:

- The existing open floor plan lends itself naturally to loft-style residential use.
- Mechanical systems, plumbing infrastructure, and structural components are largely suitable for continued use with minor updates and code compliance improvements.
- No significant expansion of the building footprint is proposed.
- No intensification of site coverage or impervious surface area is anticipated.

Because the building was previously occupied and fully serviced, the conversion requires minimal disturbance to the surrounding area. This is a renovation and refinement—not a redevelopment.

**3. Substantial Improvement to the Neighborhood:** This project represents a meaningful upgrade to the immediate area in several respects:

**Reduced Commercial Intensity:** A traditional business use—by design—serves a higher volume of daily visitors and vehicle trips than a single-family residence. The proposed residential use will reduce traffic flow, parking demand, and peak-hour congestion.

**Stabilization of a Mixed-Use Neighborhood:** The property occupies a transitional edge between limited commercial use and established residential uses. Converting the structure to a high-end residential dwelling creates continuity with the single-family homes to the north and west and complements the upscale duplex condominiums to the east.

**Reinvestment in an Existing Structure:** Adaptive reuse preserves embodied energy and reinforces the Village’s commitment to sustainable development practices. This approach avoids demolition waste and unnecessary new construction, while maintaining the historic brick character of the building.

**Property Value Enhancement:** An upscale loft-style residence will elevate the aesthetic and economic profile of the site. Residential use often produces greater long-term stability and maintenance consistency than small-scale commercial tenancy in transitional corridors.

**4. Alignment with Sound Planning Principles:** From a land use planning perspective, the proposed conversion:

- Reduces intensity while maintaining compatibility with surrounding properties.
- Preserves and improves the existing streetscape character.
- Requires limited building modifications.
- Enhances residential continuity in an area already influenced by housing on three sides.

Because the exterior structure, building footprint, and major systems remain largely intact, the requested approval should require only limited interior alterations consistent with residential occupancy standards.

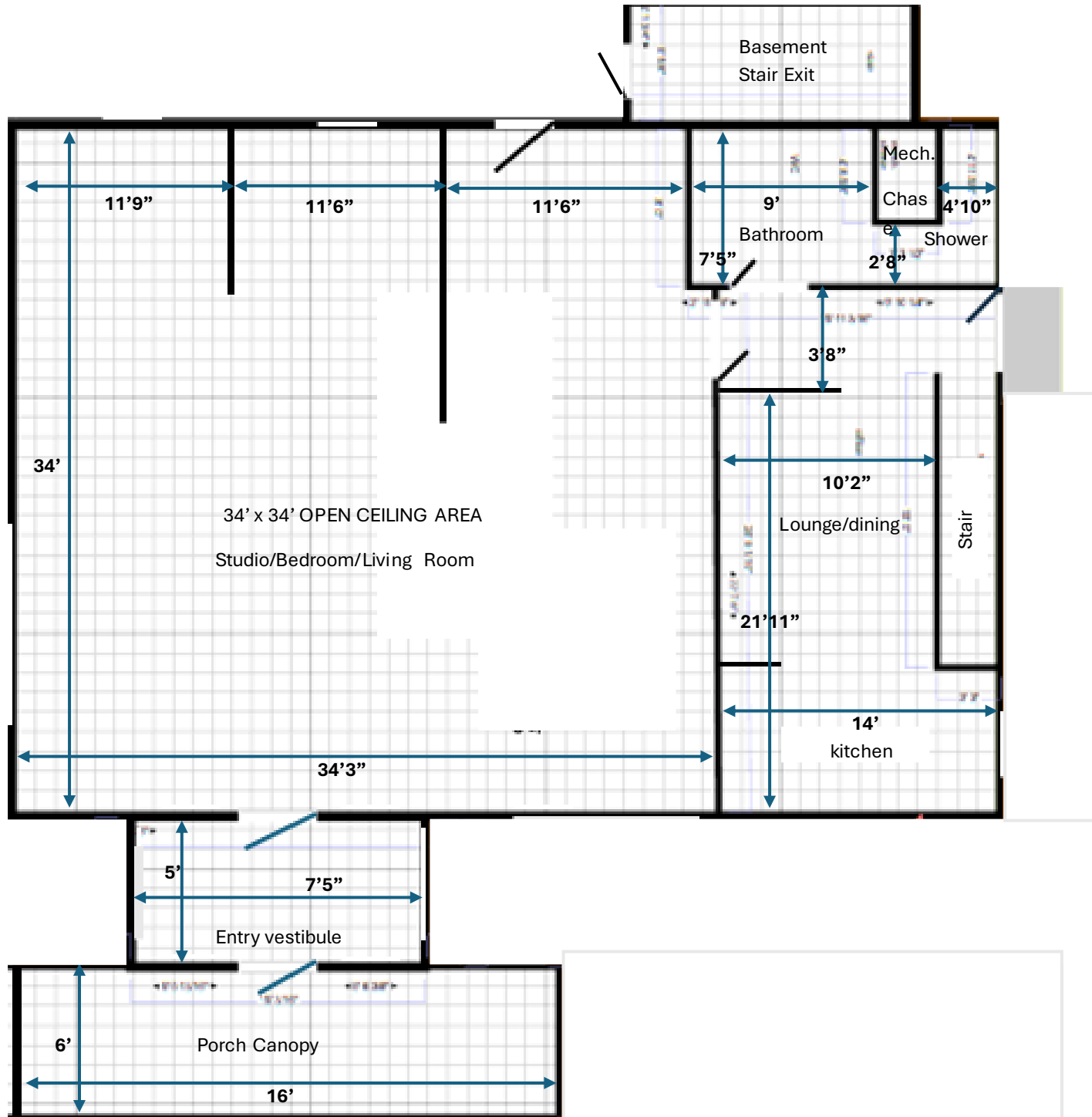
We appreciate the Board’s consideration and stand ready to provide any additional information that may assist in your review.

Respectfully submitted,

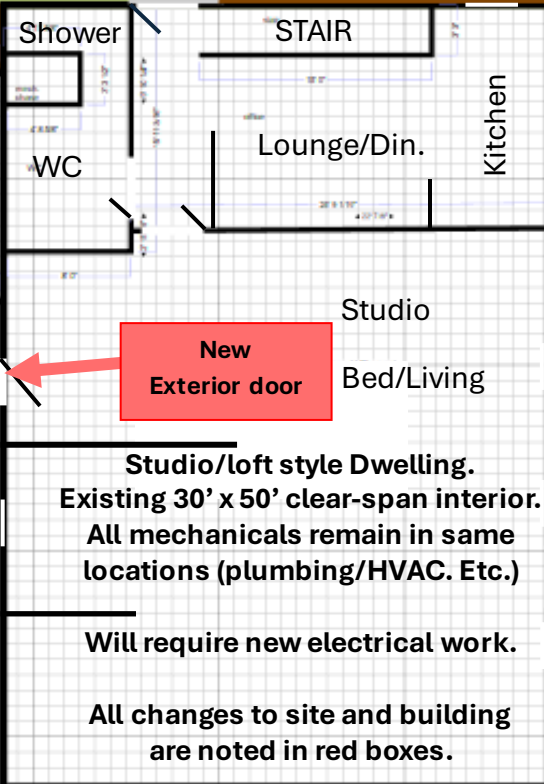
Kevin Davidson

HOTV.biz, LLC

222 N. MAIN ST - PHASE 1



222 N. MAIN ST - PHASE 1



Studio/loft style Dwelling.  
Existing 30' x 50' clear-span interior.  
All mechanicals remain in same locations (plumbing/HVAC. Etc.)

Will require new electrical work.

All changes to site and building are noted in red boxes.

222 N. MAIN – PHASE 2

New Garage  
35' x 45'

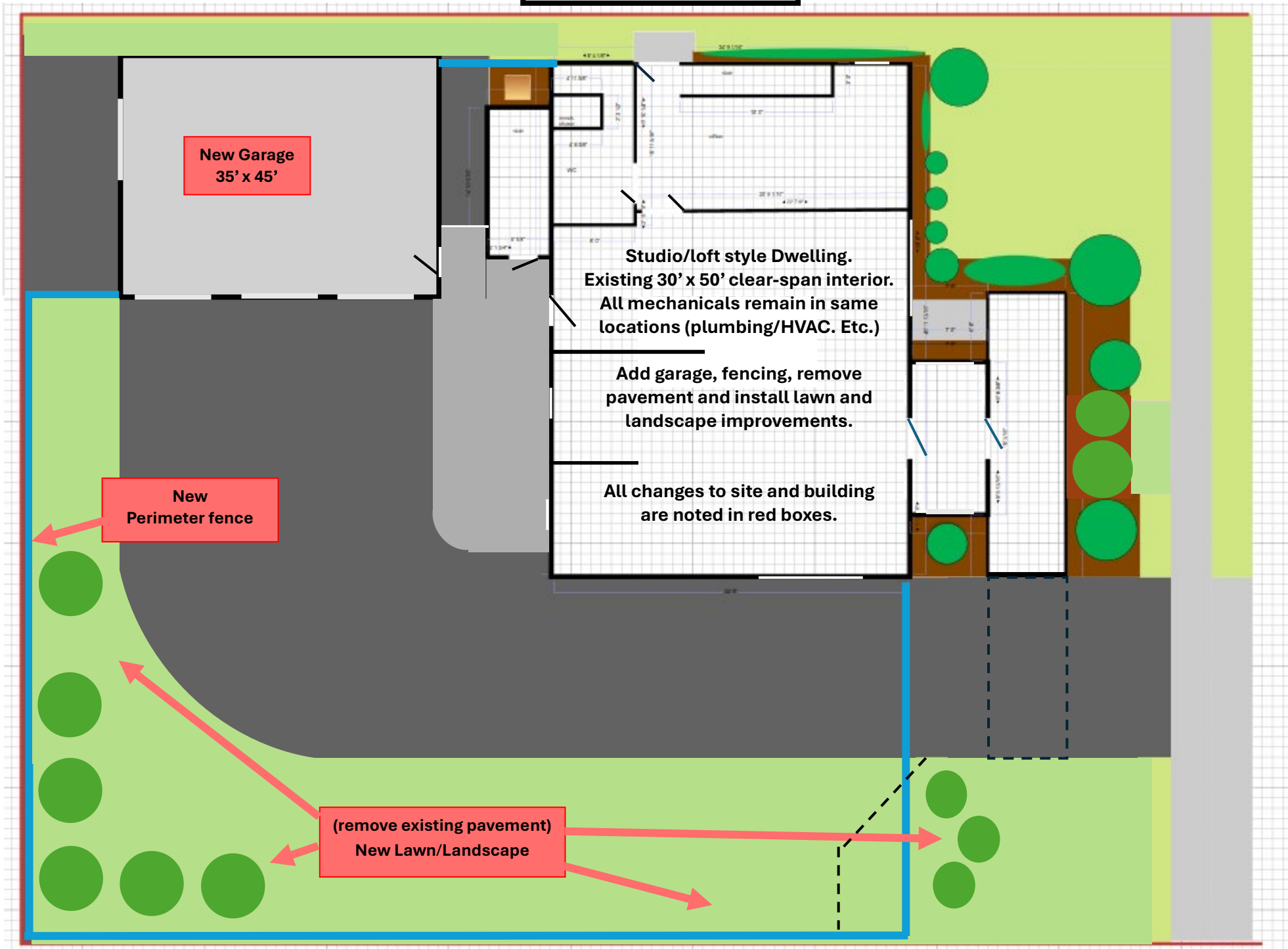
Studio/loft style Dwelling.  
Existing 30' x 50' clear-span interior.  
All mechanicals remain in same  
locations (plumbing/HVAC. Etc.)

Add garage, fencing, remove  
pavement and install lawn and  
landscape improvements.

All changes to site and building  
are noted in red boxes.

New  
Perimeter fence

(remove existing pavement)  
New Lawn/Landscape





## Village of Kimberly Request for Plan Commission Recommendation

<p><b>ITEM DESCRIPTION:</b> Condominium Plat Review – Ginger Belle Condominiums (Lot 27 Rivers Edge) and the Landscaping Plan</p>
<p><b>REPORT PREPARED BY:</b> Sam Schroeder, Community Development Director</p>
<p><b>REPORT DATE:</b> March 17, 2026</p>
<p><b>EXPLANATION:</b> In October of 2025, the Village Plan Commission and Village Board approved an amendment to the Planned Unit Development (PUD) for Lot 27 of the Rivers Edge Subdivision. The Village conditioned this approval that additional architectural elements to be added to the front and rear facades of the buildings; that minor modifications could be staff approved; that the principal building shall maintain a 25’ setback to the adjacent properties with the exception of decks/patios; that prior to permits being issued a landscape plan and grading and drainage plan shall be reviewed and approved with a minimum of 5 foot plantings to provide screening to the adjacent properties; and finally, that the developer shall restrict and post no parking on the private drive along the west access drive from Rivers Edge Drive to the curve and around the curve to ensure access for emergency services.</p> <p>Although the development concept and the plan have been reviewed and approved by the Village, the property had not officially been subdivided through the means of a plat. Attached herein is the proposed condominium plat, associated declarations, and the grading and drainage plan. Staff does view the proposed documents as being consistent with past reviews and approvals noting the following:</p> <ol style="list-style-type: none"> <li>1. The declarations reflect and acknowledge the existence of the PUD and conditions.</li> <li>2. The declarations reflect Ginger Belle Ct as a private drive and subject to private maintenance including snow removal. In addition, Developer shall be responsible for the street sign, and posting no parking as approved through the PUD amendment.</li> <li>3. The declarations notes the association will be responsible for the grass and snow removal, however, long term maintenance and replacement of the landscaping shall be the cost of the associated property with the initial installation being completed by the Developer.</li> <li>4. The Village will pick up garbage and recycling upon the execution of an agreement/waiver to the benefit of the Village.</li> <li>5. Developer shall work with the post office for an acceptable location for mailing for the development.</li> <li>6. The grading and drainage plan was reviewed by the Village Engineers and found to be in compliance. The plan was modified to ensure existing mature plantings on the property could remain.</li> </ol> <p>In addition to the plat and the grading and drainage plan, the PUD approval also required the review of the proposed landscape plan. Attached is a proposed landscape plan to which the landscape designer believes address the concerns of the Village and the neighboring properties.</p> <p>Attached to this staff report includes:</p> <ol style="list-style-type: none"> <li>1. Draft Condominium Declarations</li> <li>2. Ginger Belle Condominium</li> </ol>

3. Grading and Drainage Plan
4. Landscape Plan

**RECOMMENDED ACTION:** Staff recommends approval of the Ginger Belle Condominium Plat pertaining to Lot 27 of the Rivers Edge Subdivision with the following conditions:

1. Garbage and Recycling services shall either be privately managed with any common refuse areas being screened, or a separate agreement shall be executed with the Village in regards to the pick up on a private road and release of liability.
2. Developer shall install the street sign and the no parking signs per Village standards.
3. Developer shall work with the United States Postal Service for an acceptable mailbox design and location.
4. Minor modifications may be approved by Village staff.

Staff recommends approval of the proposed landscape plan as it is directly related to the planned unit development with the requirement that the initial planting shall be no less than 5 feet in height.

CONDOMINIUM DECLARATION OF  
GINGER BELLE CONDOMINIUMS

This Declaration is made pursuant to the Condominium Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this \_\_\_\_ day of March 2026 by Peters Bros Properties, LLC, 141 W. Main Avenue Ste. 102, De Pere, Wisconsin 54115 (the "Declarant").

1) STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements thereon which are hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration. The property, buildings and improvements shall be a "Small Condominium", as that term is defined in the Act. The rights and obligations of the party named as "Declarant" may be assigned pursuant to Section 703.09(4) of the Wisconsin Statutes.

2) LEGAL DESCRIPTION

The real estate subject to the provisions of this Declaration is described in the Condominium Plat marked Exhibit A attached hereto and made part of this Declaration.

The lands subject to this Declaration are also part of a Planned Unit Development (PUD) approved by the Village of Kimberly, and subject to the terms, conditions, and requirements of the approved PUD zoning classifications and restrictions. A true and correct copy of the approved PUD is attached to this Declaration as Exhibit B and incorporated by reference into this Declaration.

3) NAME

The aforesaid real estate and building and improvements thereon shall be known as Ginger Belle Condominiums.

4) DESCRIPTION AND LOCATION OF BUILDINGS

The Declarant contemplates six (6) buildings on the real estate described above with each building containing two (2) Units. The buildings shall be two-story buildings with basements and constructed principally of wood and masonry components with a roof covered with residential-grade materials. The buildings and Units are depicted in the Condominium Plat attached hereto as Exhibit A.

The floor plans and designs for the Units are depicted in the Plat, subject to the final approval of the Declarant and any amendments or revisions by the Declarant. The Declarant retains the right to amend this Declaration and the Plat for purposes of implementing this development plan, notwithstanding the lack of Declarant's control as provided below.

## 5) DESCRIPTION OF UNITS

Unit 1 has a post office address of 321 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

Unit 2 has a post office address of 319 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

Unit 3 has a post office address of 315 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

Unit 4 has a post office address of 313 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

Unit 5 has a post office address of 309 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

Unit 6 has a post office address of 307 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

Unit 7 has a post office address of 303 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

Unit 8 has a post office address of 301 Ginger Belle Court. It is a two-story unit with the first floor consisting of approximately 786 square feet, the second floor consisting of approximately 515 square feet, a basement/lower level of approximately 500 square feet, and an attached garage of approximately 625 square feet.

The boundaries of the Units shall be as follows:

(a) Upper Boundary. The upper boundary of any portion of the Unit (garage and residence) shall be the plane of the lower surface of the supporting members of the roof structure, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of that portion of the Unit located over the basement shall be the horizontal plane of the uncovered or unfinished bottom surface of the concrete floor of the basement. The lower boundary of any portion of the Unit that is not located over the basement (including the garage) shall be the horizontal plane of the uncovered or unfinished bottom surface of the concrete floor of such portion, extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be the outside surfaces of all exterior walls, the inside face of the studs supporting the respective interior common walls, and the exterior surfaces of all unit doors, the garage door, and all windows.

The following items serving or within a specific Unit shall also be part of the Unit:

(a) All interior floor, wall, and ceiling mounted electrical fixtures and conduits and recessed junction boxes serving them;

(b) All floor, wall, baseboard, or ceiling electrical outlets and switches and conduits and junction boxes serving them;

(c) All plumbing fixtures and the piping, laterals, valves, and other connecting and controlling materials and devices that serve the Unit exclusively;

(d) The cable television, telephone, and computer outlets, if any, to the Unit, all related wiring that serves the Unit exclusively, and the junction boxes serving them;

(e) The controls of the heating, ventilation, and air conditioning systems of the Unit, and all ducts, vents, wires, cables, or conduits designed or used in connection with such systems that serve the Unit exclusively;

(f) The floor between the basement and the first story of each Unit;

(g) All interior walls separating the rooms within the Unit, and all interior doors; and

(h) The garage door and any garage opener and/or related hardware.

## 6) DESCRIPTION OF COMMON ELEMENTS

Each unit owner shall own an undivided interest in all common elements as tenants-in-common with all other unit owners, equal to the unit owner's percentage interest. The common elements shall be all parts of the Condominium except the Units and limited common elements,

including all areas designated as common elements on the Condominium Plat attached hereto as Exhibit A. Ginger Belle Court, the private road providing access to the units, shall also be a common element and the Association shall be responsible for its maintenance, including snow removal as the Village of Kimberly will not maintain the road.

7) LIMITED COMMON ELEMENTS

The limited common elements shall include the driveways, walkways, immediate entrance ways and stoops, and concrete patios servicing each respective Unit, as well as the back and side yards adjacent to each respective unit (as depicted in Exhibit A) and appurtenant landscaping, trees, and bushes. The roofs and exterior siding of each building, the shared wall, and the sewer main and lateral serving each building shall also be limited common elements appurtenant to the Units within that building.

The exteriors of the buildings shall be maintained and repaired so as to maintain at all times a uniform appearance.

The PUD plan approved by the Village of Kimberly requires certain plantings in the yards of the Units. The unit owners benefiting from a limited common element will be responsible for compliance with the PUD plan, including replacement of plantings. By way of example, the owners of Units 1 and 2 will be responsible, at their expense, to ensure that the yard appurtenant to those units remains in compliance with the PUD plan.

Notwithstanding anything to the contrary in this Declaration, and as required by the PUD, the Association, at its expense, shall be responsible for the initial plantings in each yard, for mowing the lawns appurtenant to each unit, and for snow removal from the driveways appurtenant to each unit.

8) ASSOCIATION OF UNIT OWNERS; COMMON EXPENSES

All unit owners shall be entitled and required to be a member of an association of unit owners known as The Ginger Belle Condominium Association (hereinafter "The Association"), which shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common area and facilities. The Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner shall abide by and be subject to all the rules, regulation, duties, and obligations of this Declaration and the Bylaws and Rules and Regulations of the Association. Membership and voting rights shall be set forth in the Bylaws of The Association. Any and all expenses incurred by the Association in connection with management of the Condominium and insurance and maintenance of the common elements shall be deemed to be Common Expenses, with each Unit Owner responsible for 12.5% of the cost of all Common Expenses.

The Association may levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their percentage interests in the Common Elements, except that until occupancy permits have been

issued for all Units, the General Assessments for insurance premiums shall be levied evenly against all Units for which occupancy permits have been issued. General Assessments shall be due in advance on the first day of each month, or in such other manner as may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. During the period of Declarant Control, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant Control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses.

The Association may also, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

#### 9) ENTRY FOR REPAIRS

The Association may enter the Units at reasonable times and under reasonable conditions when needed in connection with any maintenance, construction, or repair of common elements or public utilities and for any other matters for which the Association is responsible. Whenever possible and except for emergencies, such entry shall be made with no less than 12 hours' prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

#### 10) MAINTENANCE

The unit owners shall be responsible for repair, maintenance, or replacement of their individual Units. Said units shall be repaired at the cost of each individual unit owner and they shall keep their Units in good repair subject only to normal wear and tear. All limited common elements shall be repaired, maintained, and replaced by the owner of the Unit(s) benefiting from or appurtenant to said limited common element, except as otherwise specified in this Declaration. All common elements shall be maintained by the Association and the cost of such maintenance shall be a Common Expense. However, to the extent that any cleaning, maintenance, repair, or replacement of all or any part of any common element is required as

the result of the negligent, reckless, or intentional act or omission of any Unit Owner or occupant of a Unit, or any employee, guest, contractor, agent, or invitee of a Unit Owner, the Unit Owner that committed the act or omission, or is responsible for the individual committing such act or omission, shall pay the cost of such cleaning, maintenance, repair, or replacement.

Notwithstanding the foregoing, each Unit Owner shall be responsible, at his or her expense, for the maintenance, repair, and replacement of his or her driveway, except for snow removal.

11) DESTRUCTION AND RECONSTRUCTION

In the event of the total destruction of a building it shall be determined by agreement of all unit owners whether to rebuild, repair, or restore the building. If damage is only to one (1) Unit and such damage does not affect the other Units the damaged Unit shall be repaired by the owner of the damaged Unit.

12) RESIDENTIAL PURPOSES

Subject to the exceptions described below, the Units are intended for and restricted exclusively to use as single family residences. No commercial activity is permitted in or about the Condominium or any Unit except to the extent that the same is permitted in residences under the applicable zoning code. Notwithstanding the foregoing, to the extent permitted by all applicable laws, codes, and ordinances, Units may be leased as permitted under this Declaration, the Bylaws, and the Rules and Regulations. In addition, the Declarant shall be permitted to use all Units owned by the Declarant as models for sale and leasing activities, and the Declarant reserves the right to erect signs or other entryway features at the entrances of the Condominium (such as "For Sale" signs) and to erect appropriate signage within the Units and elsewhere related to the sale or leasing of Units.

Each Unit may be rented by written lease (no oral leases being permitted), provided that

- (a) The term of any such lease shall not be less than six (6) months;
- (b) The Unit Owner has obtained the prior written approval of the Association to the terms of the proposed lease;
- (c) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, and providing that the lease is subject and subordinate to the same; and
- (d) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant following appropriate notice as required under Wisconsin law.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the Rules and Regulations of the Association and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Declaration shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

### 13) RIGHTS RESERVED BY THE DECLARANT

Notwithstanding anything to the contrary in this Declaration, the Bylaws, or the Rules and Regulations, the Declarant reserves the right to (a) conduct promotional and sales activities in or about the Condominium; (b) continue construction work on unsold units; (c) pass through common elements to complete unfinished units; and (d) unilaterally correct errors in the Declaration. Furthermore, so long as the Declarant retains ownership of at least one (1) Unit, no amendment to this Declaration may take effect until such time as the amendment has been approved in writing by the Declarant.

Furthermore, and notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) three (3) years from such date; or (b) thirty (30) days after the conveyance of the eighth Unit to any person other than Declarant; or (c) thirty (30) days after the Declarant's election to waive its right of control. This period shall be referred to as the period of "Declarant Control."

14) BOUNDARY ADJUSTMENTS, DIVISIONS, AND MERGERS

The Board of Directors of the Association must approve any request for a boundary adjustment between Units, or any division or merger of Units.

15) EASEMENTS

Easements are hereby declared and granted for utility purposes as said easements may exist and appear of record.

16) SALE OR TRANSFER OF UNITS

Neither the Declarant nor the Association shall have a right of first refusal against any Unit or Unit owner.

In a voluntary transfer of a Unit, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments against the Unit as of the time of transfer. Any Unit owner of prospective Unit owner may request a statement setting forth the amount of unpaid Assessments due to the Association. The Board may charge a reasonable fee for producing such a statement.

It is anticipated that the Association or its managing agent will be required to assist the selling Unit owner and his or her real estate agent, including providing an Executive Summary and completing a Request for Condominium Disclosure Documents/Information. The Association may charge a reasonable fee for such services, not to exceed \$150.00 during the period of Declarant's control, at the closing of the Unit sale. If this fee is not paid, it shall be considered a Special Assessment and a lien on the Unit.

17) BINDING EFFECT

All easements and rights described herein are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgages and their heirs, executors, administrators, successors and assigns. Acceptance of a deed by a unit owner shall constitute an acceptance of the provision of this Declaration, the Bylaws, and other rules and regulations adopted pursuant thereto.

18) INSURANCE

The Association, as a Common Expense, shall be required to obtain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the common elements; such insurance shall cover the common elements and shall name as insured the Association, and all Unit Owners and their mortgagees and land contract vendors, as their interests may appear, in an amount equal to and not less

than the replacement value of the common elements, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all Unit Owners and their mortgagees or land contract vendors as their interests may appear.

Each Unit Owner shall be required to obtain and maintain a policy of insurance which includes property damage and liability coverage in amounts acceptable to the Association, insuring their respective Units and the limited common elements appurtenant to their respective units, and shall present written proof of the same at the request of the Association or Declarant. The premiums for each well, if insured, shall be paid for equally by the unit owners benefitting from said well.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association.

#### 19) SERVICE OF PROCESS

Service of process is to be had upon each of the respective unit owners. Service upon one individual unit owner shall be considered service upon all owners if ownership is Joint tenancy, tenancy in common or any other multiple form of ownership. The initial Registered Agent for service of process upon the Association is Daniel T. Peters, 1141 W. Main Avenue Ste. 102, De Pere, Wisconsin 54115, who shall remain the Registered Agent during the period of Declarant Control. At the end of the period Declarant Control, the Association shall appoint a new Registered Agent and shall file all necessary notices with the state and county to that effect.

#### 20) PERCENTAGE OF INTEREST AND VOTES

The percentage of interest in common areas and facilities ("Percentage Interest") shall be as follows: Unit 1, 12.5%; Unit 2, 12.5%; Unit 3, 12.5%; Unit 4, 8 and 12.5%; Unit 5, 12.5%; Unit 6, 12.5%; Unit 7, 12.5; and Unit 8, 12.5%. The Association shall have a voting membership consisting of all unit owners. The owner(s) of each Unit shall be entitled to one (1) vote, regardless of the number of persons or entities owning each Unit. The right and qualifications of the members are set forth in the Bylaws of the Corporation. The unit owners by unanimous consent may terminate this condominium in accordance with Section 703.28 of the Wisconsin Statutes.

#### 21) NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

22) CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

23) SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

24) AMENDMENT

Except as otherwise provided by the Act or this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least three-quarters (3/4) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgage holder of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration.

25) CONFLICTS BETWEEN DOCUMENTS

If a conflict exists among any provisions of this Declaration, the Articles of Incorporation of the Association, the Bylaws, or any Rules and Regulations of the Association, or between or among any of them, this Declaration shall be considered the controlling document, followed in order by the Articles of Incorporation, the Bylaws, and any Rules and Regulation.

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this \_\_\_\_ day of March 2026.

DECLARANT:  
Peters Bros Properties, LLC

By: \_\_\_\_\_  
Daniel T. Peters, Member

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Personally came before me this \_\_\_\_\_ day of March 2026, Daniel T. Peters, who acknowledged the foregoing document for the purposes recited therein on behalf of said Declarant.

\_\_\_\_\_

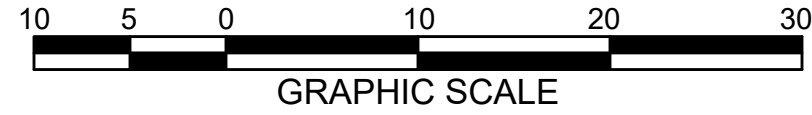
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission expires: \_\_\_\_\_



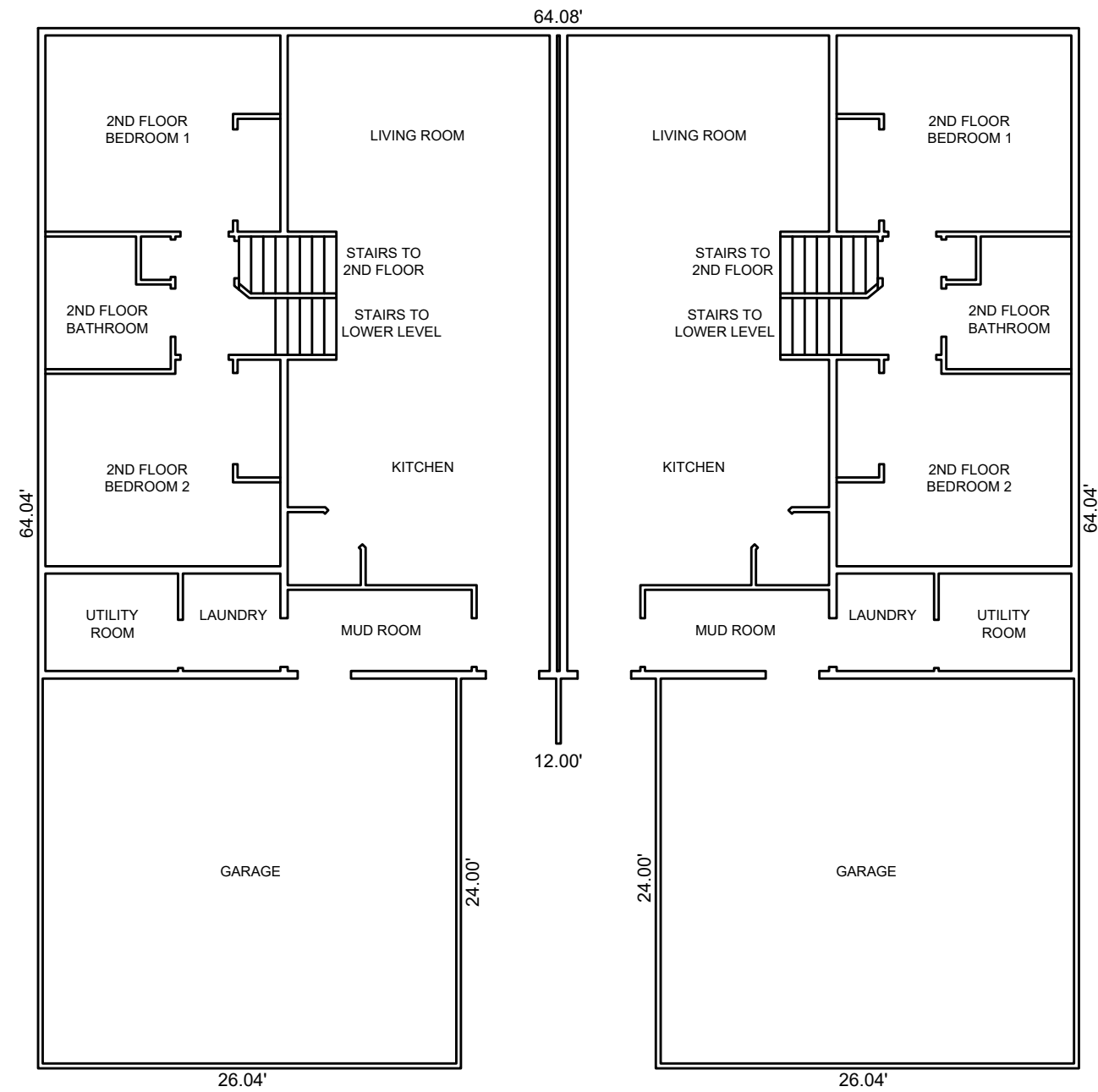


# GINGER BELLE CONDOMINIUMS

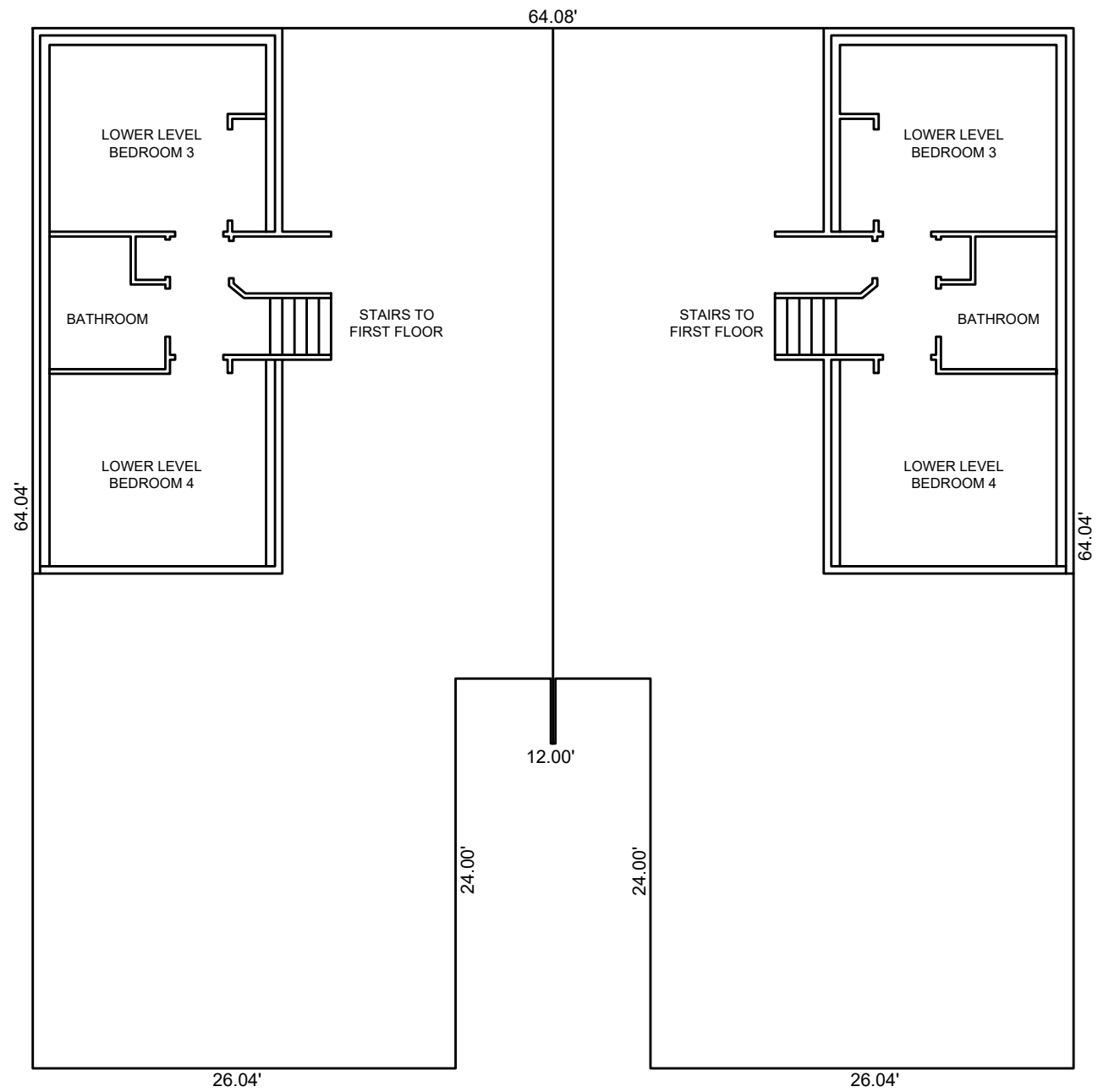
ALL OF LOT 27 OF RIVER'S EDGE PLAT, RECORDED IN CABINET M, PAGE 75 -76, DOCUMENT NO. 2122648, OUTAGAMIE COUNTY RECORDS, LOCATED IN PART OF GOVERNMENT LOT 7 & 8 IN SECTION 27, TOWNSHIP 21 NORTH, RANGE 18 EAST, VILLAGE OF KIMBERLY, OUTAGAMIE COUNTY, WISCONSIN.



FIRST FLOOR & SECOND FLOOR



LOWER LEVEL PLAN



**MACHIV**  
ENGINEERING • SURVEYING • ENVIRONMENTAL  
2260 Salschneider Court, Green Bay, WI 54313  
PH: 920-569-5765, Fax: 920-569-5767  
www.machiv.com

ROBERT PETER'S CONSTRUCTION INC.

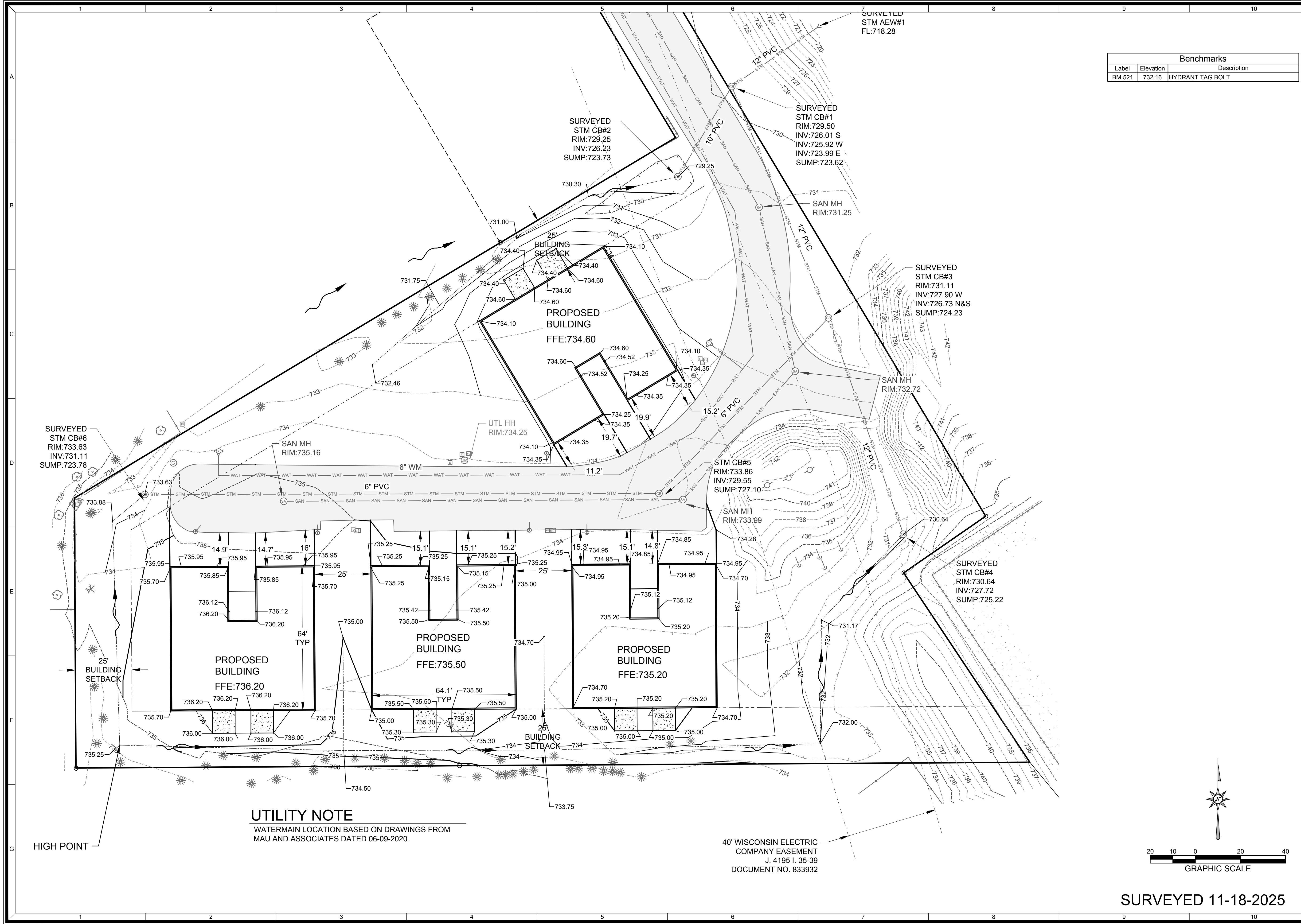
GINGER BELLE CONDOMINIUMS

CONDOMINIUM PLAT

NO.	REVISION DESCRIPTION

DATE: FEBRUARY 20, 2026  
DRAFTED BY: JSH  
CHECKED BY: BRW  
PROJECT NO.: 2331-10-26  
DRAWING NUMBER: 1972  
SHEET NUMBER

R:\Jobs\2331-05-25\TM RIVERS EDGE LOT 27\DRAWINGS\2331-05-25\TM Eng.dwg 12/11/2025 2:28:41 PM



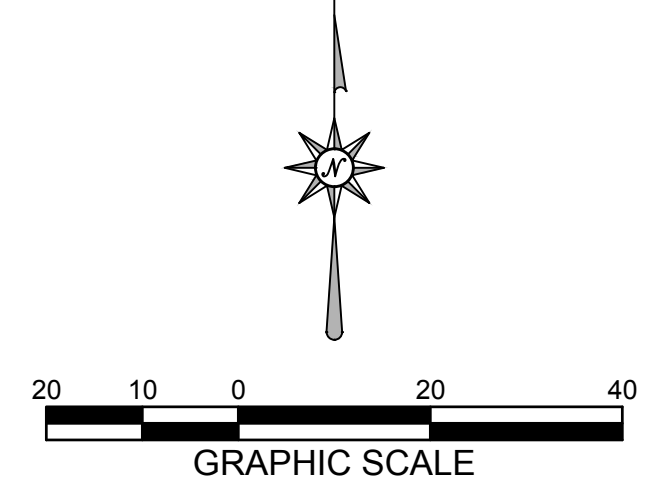
Benchmarks		
Label	Elevation	Description
BM 521	732.16	HYDRANT TAG BOLT

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 2260 Salscheider Court Green Bay, WI 54313  
 PH: 920-569-5765; Fax: 920-569-5767  
 www.mach-iv.com

RIVER'S EDGE OF KIMBERLY, INC.  
**LOT 27**  
 RIVER'S EDGE  
 GRADING PLAN SCALE

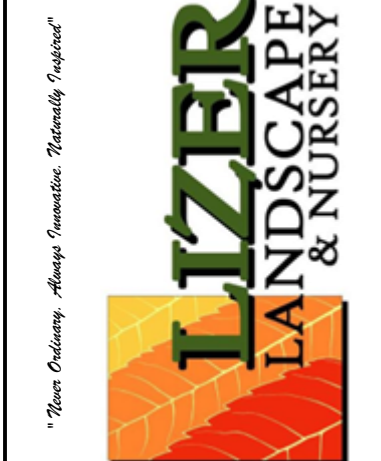
NO.	REVISION DESCRIPTION

DATE: DECEMBER 10, 2025  
 DRAFTED BY: RPH  
 CHECKED BY:  
 PROJECT NO.: 2331-05-25  
 DRAWING NUMBER  
 SHEET NUMBER  
**C3**  
 OF 1



SURVEYED 11-18-2025

Plant List					
ID	Qty	Botanical Name	Common Name	Scheduled Size	Remarks
Jcol-5	18	<i>Juniperus scopulorum</i> "Mountbatten"	Mountbatten Juniper	5-6'	
Untitled ID-3	13	<i>Picea glauca</i> "Densata"	Black Hills Spruce	5-6'	



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Design Firm  
**Lizer Landscape & Nursery**  
 2034 Bellevue St.  
 Green Bay, WI 54311  
 Ph: 920-468-1813  
 Consultant

Revisions	
No.	Description

Project Title  
**River's Edge Lot 27**  
 Sheet Title  
**Planting Screening Plan**

Date	12/13/2025
Company	
Project ID	
Drawing Code	
CAD File Name	
Plot Code	
Designed By	
Drawn By	
Checked By	
Reviewed By	
Submitted By	
Project Manager	

Scale  
**1"=20'**

Sheet No.  
**1**  
 of  
**2**

