

**896922**

**CYNTHIA A. WISINSKI  
REGISTER OF DEEDS  
PORTAGE COUNTY  
STEVENS POINT, WI  
RECORDED ON  
05/24/2023 08:20 AM**

**REC FEE: 30.00  
TRANSFER FEE:  
PAGES: 56  
FEE EXEMPT:**

**Upon Recording, Return To:**  
Classic Development Corp of Plover  
1811 Brookridge Drive  
Plover, WI 54467

**THIRD AMENDMENT AND RESTATEMENT OF THE DECLARATION  
OF COVENANTS, RESTRICTIONS AND CONDITIONS  
ARBOR HAVEN, ARBOR HAVEN II, ARBOR HAVEN III AND RED  
SUNSET COURT SUBDIVISIONS,  
VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN**

- A. On February 5, 2018, Classic Development Corp of Plover, a Wisconsin Corporation; (“Owner”) recorded a Declaration of Covenants, Restrictions and Conditions for Arbor Haven Subdivision (the “Declaration”) as Document No. 836810 in the Portage County Registry.
- B. On October 10, 2018, Portage County Certified Survey Map No. 11147-51-127 was recorded as Document No. 843989. This Certified Survey Map split Lot 23 of the plat of Arbor Haven subdivision into 4 lots.
- C. On February 15, 2019, the Owner recorded the plat for Arbor Haven II Subdivision as Document No. 847297 in the Portage County Registry. This subdivision includes 22 lots.
- D. On September 18<sup>th</sup>, 2020, the Owner recorded the plat for Arbor Haven III Subdivision as Document No. 866379 in the Portage County Registry. This subdivision includes 24 lots.
- E. On October 1, 2020, the Owner recorded the Second Amendment and Restatement of the Declaration of Covenants, Restrictions and Conditions Arbor Haven, Arbor

Haven II and Arbor Haven III Subdivision as Document No. 866945 in the Portage County Registry.

- F. On October 26, 2022, the Owner recorded Portage County Certified Survey Map No. 011708 as Document No. 892695. Lots 1, 2, 3 and 4 will be subdivided via plat into 11 lots in the Red Sunset Court Subdivision.
- G. The Owner is executing this Third Amendment and Restatement of the Declaration of Covenants, Restrictions and Conditions, Arbor Haven Subdivision, Arbor Haven II Subdivision, Arbor Haven III Subdivision and Red Sunset Court Subdivision to make the lots in Red Sunset Court Subdivision subject to the Declaration (as amended and restated herein) and to make other amendments to the Declaration, as restated herein.

These Restrictive Covenants are established by the Owner as a general plan for the Development and improvement of all the Lots in the Development. With the addition of the Red Sunset Court Subdivision the Development will consist of ninety (90) lots, including the 33 lots as shown on the Preliminary Plat of Arbor Haven Subdivision, the 22 lots in Arbor Haven II subdivision, the 24 lots in Arbor Haven III Subdivision and the 11 lots in Red Sunset Court Subdivision. It is also planned that there will be future additions to the Arbor Haven development. The Owner does hereby declare that all of the Lots in the Development are subject to the following covenants, restrictions and conditions, and that all Lots in Arbor Haven Subdivision, Arbor Haven II subdivision, Arbor Haven III Subdivision and Red Sunset Court Subdivision shall be held, sold, occupied, conveyed, and transferred subject to these Restrictive Covenants.

Pursuant to the foregoing, the Declaration is amended and restated in accordance with the remainder of this document, and all of the restrictions, conditions, reservations and protective covenants contained herein (the "Restrictive Covenants") shall apply to the following described real property located in the Village of Plover, Portage County, Wisconsin.

Lots One (1) through Twenty-Six (26) of the Plat of Arbor Haven Subdivision recorded February 1, 2018 as Document Number 836733 (See attached Exhibit A). Lots 22, 23 and 24 will be further subdivided as shown on the preliminary plat of Arbor Haven Subdivision (See attached Exhibit B). The additional lots will be created either by Certified Survey Map or Subdivision Plat and there will be a total of 33 lots in the Arbor Haven Subdivision as shown on the attached Preliminary Plat;

Lots One (1) through Four (4) of Portage County Certified Survey Map No. 11147-51-127, previously Lot 23 of Arbor Haven Subdivision, recorded October 10, 2018 as Document No. 843989 (See attached Exhibit C).

Lots Twenty-seven (27) through Forty-Eight (48) of the Plat of Arbor Haven II Subdivision recorded February 15, 2019 as Document No. 847297 (See attached Exhibit D); and,

Lots Forty-Nine (49) through Seventy-two (72) of the Plat of Arbor Haven III Subdivision recorded September 18, 2020 as Document No. 866379 (See attached Exhibit E).

Lots One (1) through Four (4) of Portage County Certified Survey Map No. 011708, recorded as Document No. 892695 on October 26, 2022 (See attached Exhibit F). These four lots will be further subdivided into the 11 lots of Red Sunset Court Subdivision as shown on the unrecorded plat (See attached Exhibit G).

(hereinafter collectively referred to as the "Development"), all in the Village of Plover, Portage County, Wisconsin.

## ARTICLE I

### DEFINITIONS

For purposes of this Declaration, the following terms shall be defined in the following manners:

"ARC" shall mean the Architectural Review Committee established pursuant to Paragraph 4.1 below.

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

"Declaration" shall mean the covenants, restrictions, conditions, easements, charges, liens, and all other provisions set forth in this entire document, as it may be amended from time to time.

"Developer" shall mean Classic Development Corp of Plover.

"Development" shall mean the real estate under the control of the Owner, as described in this Declaration and other documentation for the Development, as approved by the Village of Plover and the State of Wisconsin.

"Homeowners Association" shall mean the Arbor Haven Homeowners Association or other name or form of organization as the Owner shall determine, and its successor and assigns.

"Lot" or "Lots" shall mean the lots subject to this Declaration and identified herein.

"Lot Owner" shall mean any person or persons who acquire title to a Lot within the Development.

"Owner" shall mean Classic Development Corp of Plover.

## ARTICLE II

### STATEMENT OF PURPOSE

2.1 General. The general purpose of this Declaration is to help ensure that the Development will preserve and maintain the natural beauty of the Development; to ensure the

most appropriate development and improvement of each Lot, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential use.

2.2 Single-Family Residential Use. Each Lot shall be used exclusively for single-family residential purposes. The use of the lots for business purposes is prohibited. No improvement shall be constructed on, placed upon, nor operated on any Lot in Arbor Haven which is intended for any commercial purpose or the civic, charitable or education purpose of a non-profit organization, including but not limited to, apartments, a lodging house, rooming house, bed and breakfast facility, group living dwelling, or retail facilities, wholesale facilities, and/or professional offices. All improvements constructed or placed on any Lot shall meet the requirements of ordinances, laws, regulations and codes of governing authorities which pertain to the construction, operation and occupancy of single-family residential dwellings.

2.3 Greystone Place, Age Restricted Housing. Owner desires to subject the Lots on Greystone Place (Lots 20-33 of the Preliminary Plat) and each dwelling constructed thereon, to such restrictions as are legally permissible to ensure that each Lot and dwelling is developed and used as "housing for older persons" as that phrase is defined in Section 106.50(m)3., Wis. Stats.

### ARTICLE III

#### EASEMENTS AND UTILITIES

3.1 Required Easements. The Lots in the Development shall be conveyed by Owner and all subsequent owners subject to easements and restrictions required by applicable laws or utility companies providing services to a Lot or the Lots of the Development, including easements for drainage courses, storm water management, and "green space" buffer areas, if any, signs, trails, water utilities, sewer utilities, electric utilities, natural gas utilities, and communications utilities (telephone and cable). Lots 67, 68 and 69 of Arbor Haven III are subject to a Drainage and Stormwater Easement granted to the Village of Plover.

3.2 Location of Utilities. All utilities within the Development and the Lots, except essential components of other utilities terminating above ground (i.e. hydrants, manholes, transformers, communication pedestals and similar component structures), shall be installed underground from the source in the public street or any utility easement of record. All utilities shall be installed in the easement areas shown on the Plats and Certified Survey Maps or within approved public street right of ways.

3.3 Use of Utility Easement. Easements for utilities (and, if any, green space, storm water management, and drainage courses) are primarily for the collective benefit of the owners and occupants of Lots in the Development. Such easements may be used by individual Lot owners for the installation and maintenance of permitted utility services to benefit the owner's Lot, subject to regulations of the utility providers and applicable laws.

3.4 Maintenance of Easements. Each Lot Owner shall be responsible for the appearance, landscape maintenance and general upkeep of easement areas situated on the owner's Lot except for the responsibilities of the Homeowners Association as identified in Section 8.7 below. Such appearance, maintenance and upkeep shall be performed in a manner consistent with customary practices of similar, quality single-family residential developments in

the Village of Plover, Portage County, Wisconsin, including watering, trimming and fertilization, as may be necessary, of ground cover, grass, shrubbery and trees. Noxious weeds and such other vegetative growth prohibited by applicable laws shall be removed by the Lot owner from the Easement areas of the Lot. Except private drives and walkways permitted by utility service providers, no improvements shall be constructed on or placed on any Easement areas of any Lot.

## ARTICLE IV

### ARCHITECTURAL REVIEW

4.1 Architectural Review Committee. The Architectural Review Committee ("ARC") shall initially consist solely of the Developer. This shall continue until such a time determined at the sole discretion of the Developer, or once the Developer ceases to have title to any lots in the Development, whichever occurs sooner. Upon that occurrence, the ARC shall consist of three (3) members appointed by the Board of Directors of the Arbor Haven Homeowners Association.

4.2 Necessity of ARC Approval.

(a) As to Plans. All plans for buildings, landscaping, garden fences, walls, or other structures or improvements to be constructed on any Lot, along with all site and landscaping plans, shall be approved prior to construction, in writing, by the ARC.

(b) As to Ongoing Alterations. All proposed alterations to the exterior appearance of any buildings erected or placed on any lot, including but not limited to exterior remodeling and the construction of patios, decks, screen porches, swimming pools and the like, shall be approved prior to construction, in writing, by the ARC.

4.3 Required Submissions. In addition to any other information which the ARC may reasonably request, each Lot Owner shall submit the following with any request for approval of any construction, improvement or alteration on any Lot:

(a) Drawings and written specifications of the proposed structure(s) showing, at a minimum, floor plan, elevations of all exterior views of the structure(s), exterior finishes, roofing type, driveway material and location, structure location on the Lot including setback from right of way and lot lines, description of exterior materials and colors, fence and wall elevations and details; and

(b) Site and landscaping plans for the Lot showing proposed landscaping, erosion control and addressing any other requirements that may have been subsequently recorded by the Developer or the Homeowners Association. Lot Owner shall be separately responsible for securing approval of any and all municipal approvals and permits as may be required by the Village of Plover.

4.4 ARC Approval. The ARC shall approve or disapprove all submissions within fifteen (15) calendar days of their receipt. Decisions of the ARC shall be made in writing. If the ARC fails to make its decision within the time limit, approval shall be deemed to have been given and the applicable covenants, restrictions and conditions in this Declaration shall be deemed to have been complied with. If a submission is conditionally approved, all material

changes to the plans, etc., shall be made reflecting said conditions, and must be resubmitted to, and approved by, the ARC.

4.5 Standards; Discretion of ARC. The ARC shall have the right to reject any submission which, based on the sole opinion of the majority of its members, is not in conformance with the provisions and purposes of this Declaration. The ARC shall exercise its approval authority and discretion in good faith. Each Lot Owner, by acceptance of a deed to, or other interest in, a Lot, agrees to hold the ARC harmless for any perceived discrepancies in the ARC's good faith performance of its duties. Refusal of approval may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the ARC shall be deemed sufficient.

4.6 Variances. The ARC shall have the right to, in its sole discretion; grant a variance(s) to any of the covenants pertaining to the Architectural Review and Architectural Restrictions.

4.7 Developers Election. The Developer may elect in writing at any time to assign all, or a portion thereof, or withdraw, of the Developer's rights to approve the item set forth in this Declaration to the Homeowners Association.

4.8 Liability of the ARC and its Members. The Developer, the ARC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval, disapproval, or conditions of any submission, or on account of the development of any property within the Development.

## ARTICLE V

### ARCHITECTURAL RESTRICTIONS

All Lots and all improvements thereon shall be subject to the following architectural restrictions:

5.1 Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Development, all residential buildings and appurtenances such as patios, porches, garages and the like shall have minimum setbacks of not less than thirty-five (35) feet (for Copperleaf Court, Silverleaf Court, West Copperleaf Court, West Silverleaf Court, Briarwood Way and Briarwood Court) and thirty (30) feet (for Greystone Place) from the public road right-of-way with the exception of corner lots which will be allowed to be constructed with twenty-five (25) feet of setback on the side yard. The ARC reserves the right to grant or deny variance requests from the foregoing setback requirements.

5.2 House Size and Exterior Material.

(a) House Size. Each residential structure shall have a minimum floor area of finished living space, as determined by exterior building measurements, exclusive of basements, porches, patios, decks, garages, breezeways, and car ports:

Lots 1-9 (Copperleaf Court) and Lots 27-36 (West Copperleaf Court):

<u>Type of Residential Dwelling</u>	<u>Minimum Square Footage</u>
Single Story (ranch)	1,800 square feet
Two Story and 1 1/2 Story	2,000 square feet
Multi-Story (bi-level, tri-level)	1,600 square feet

Lots 10-19 (Silverleaf Court), Lots 37-48 (West Silverleaf Court), and Lots 49-72 (Briarwood Way and Briarwood Court):

<u>Type of Residential Dwelling</u>	<u>Minimum Square Footage</u>
Single Story (ranch)	1,600 square feet
Two Story and 1 1/2 Story	1,900 square feet
Multi-Story (bi-level, tri-level)	1,500 square feet

Lots 20-33 of preliminary plat (Greystone Place) and Lots 1-11 of Red Sunset Court:

<u>Type of Residential Dwelling</u>	<u>Minimum Square Footage</u>
Single Story (ranch)	1,200 square feet
Two Story and 1 1/2 Story	1,600 square feet
Multi-Story (bi-level, tri-level)	1,300 square feet

**[Note:** All area included in the minimum square footage requirement above shall be at or above ground level.]

(b) Roof Pitch. All residential structures shall have a minimum roof pitch of 6/12.

(c) Sidewall. All sidewalls shall be a minimum of eight (8) feet in height.

(d) Required Materials. Roofing shall be architectural grade dimensional profile shingles, metal shingles, slate, clay tile, or acceptable synthetic equivalents, and Owners shall obtain ARC approval of the color of shingles to be used.

(e) Exteriors. Lots 1-9 (Copperleaf Court) and Lots 27-36 (West Copperleaf Court): All exteriors shall be composed of natural wood (example: redwood, cedar or logs), brick, stone, smart side type product or masonry siding (both such sidings with a natural wood appearance). Vinyl siding is not permitted on houses or permitted structures constructed on Lots 1-9 and 27 - 36. If smart side type product, masonry siding, or other similar siding is utilized, there shall be a minimum of 30% accent material on the front elevation. Accent material may include brick, stone, culture stone or other materials approved by the ARC. This area shall be calculated based on the front wall area, excluding windows and doors. Exterior color of structure shall be of earth tones, grays, muted greens or white. Vibrant and/or gaudy exterior colors and color schemes are prohibited.

Lots 10-19 (Silverleaf Court), Lots 37-48 (West Silverleaf Court) and Lots 49-72 (Briarwood Way and Briarwood Court): All exteriors shall be composed of natural wood (example: redwood, cedar or logs), brick, stone, vinyl, smart side type product or masonry siding (both such sidings with a natural wood appearance). If vinyl, smart side, masonry siding or other similar siding is utilized, there shall be a minimum of 20% accent material on the front elevation. Accent material may include brick, stone, culture stone or other materials

approved by the ARC. This area shall be calculated based on the front wall area, excluding windows and doors. Exterior color of structure shall be of earth tones, grays, muted greens or white. Vibrant and/or gaudy exterior colors and color schemes are prohibited.

Lots 20-33 of the preliminary plat (Greystone Place) and Lots 1-11 of Red Sunset Court: All exteriors shall be composed of natural wood (example: redwood, cedar or logs), brick, stone, vinyl, smart side type product or masonry siding (both such sidings with a natural wood appearance). If vinyl, smart side, masonry siding or other similar siding is utilized, there shall be a minimum of 20% accent material on the front elevation. Accent material may include brick, stone, culture stone, stucco or other materials approved by the ARC. This area shall be calculated based on the front wall area, excluding windows and doors. Exterior color of structure shall be of earth tones, grays, muted greens or white. Vibrant and/or gaudy exterior colors and color schemes are prohibited.

5.3 Construction Deadline. Every residential structure erected shall have its entire construction completed, driveway installed and Owner-occupied within twelve (12) months from the date of issuance of the Building Permit except for delays in completion due to strike, war or Act(s) of God. "Model Homes" or "Spec Homes" shall be exempt from the occupancy requirement.

5.4 Garages. All residential buildings constructed on any Lot shall have an attached Garage that shall not exceed 1,200 square feet. In addition, each lot may not have more than one detached garage structure, and any such detached garage or storage facility shall not exceed 900 square feet in size, may not have a sidewall height of greater than nine (9) feet, and an overall maximum height of fifteen (15) feet. All garages and storage structures shall be constructed of the same quality material (including roofing and siding material) and general appearance of the primary residential dwelling on the Lot including, but not limited to, the accent material requirement on the front elevation. Buildings other than the primary dwelling on a Lot shall not have residential living quarters and shall be used solely for garage, storage or other appropriate purposes consistent with the single-family character of the Development. Detached garages may not be constructed on any Lot prior to construction of the principal dwelling. Carport or canopy structures, whether covered with tarps or metal roofs, are strictly prohibited.

5.5 Landscaping Requirements. Landscaping shall be materially constructed according to the plans and specifications submitted to the ARC. All landscaping must be completed within eighteen (18) months from the issuance of a building permit. Landscaping materials and design for each Lot shall compliment the primary residential dwelling as to scale massing, size, shape and color. All Lot Owners shall comply with the following minimum landscaping requirements and restrictions. All lawns must be seeded or sodded within eighteen (18) months from the date of the issuance of a building permit. Further, landscaping at a minimum must consist of a bordered area which shall be a minimum width of the greater of thirty-six (36") inches or the distance between the exterior wall and the eave line of the building and which shall extend along the entire street side of the residence (except for that part covered by driveway). This bordered area must be covered by natural mulch or rock and planted with bushes and shrubs. There also must be at least two (2) deciduous trees with a minimum diameter of two (2") inches in the yard on the street side of the residence at all times.

5.6 Driveways. All driveways shall be paved with concrete, Terra-Lok paving bricks, asphalt, cobblestone or other comparable manufactures materials.

5.7 Fences, Screening. Lot Owners shall not install any fencing or screening of any kind without the prior written approval of the ARC. Any fence on a Lot shall be constructed not closer than one (1) foot to any perimeter Lot line. No fence shall be placed in any front yard, in any side or rear yard which abuts a public street, or in any side yard unless such fence is constructed wholly to the rear of the primary residential dwelling. No fence shall exceed a height of six (6) feet. No metal, chain-link or wire fences shall be permitted on any Lot. All fences shall be constructed with the new quality materials and appearance complimentary to the primary residential dwelling. All fences shall be maintained in good order and repair. Where more restrictive than these Restrictive Covenants, all fences shall be constructed and maintained in compliance with Applicable Laws.

5.8 Manufactured Housing Prohibited. No mobile home, trailer, double-wide mobile home, or manufactured home shall be constructed on or placed on any Lot for use as a temporary or permanent residential or storage structure on any Lot.

## ARTICLE VI

### GRADING, DRAINAGE AND STORM WATER MANAGEMENT

6.1 Surface Elevation and Storm Water Retention. The elevation of any Lot within the Development shall not be materially changed with respect to the adjacent street grade, so as to materially affect the surface elevation, grade or drainage patterns of the surrounding Lots. No Lot Owner shall grade, alter or obstruct any drainage swale or ditch, or existing or proposed comprehensive development storm water management improvements so as to impede the flow of drainage water from other Lots across the swale or ditch. Upon constructing any improvement on a Lot, the Lot Owner shall provide reasonable storm water retention and/or disposal within the confines of such Lot or to a municipal storm facility, if any. See Section 6.4 for additional Storm Water requirements for the Red Sunset Court Subdivision.

6.2 Infiltration Basins. The Village of Plover requires that each Lot Owner install an infiltration basin in the ditch area upon construction of a house and driveway on the Lot. The infiltration area shall be located adjacent to the driveway in the bottom of the ditch area in the road right-of-way. The infiltration basin must be a minimum of 240 square feet (example 30' x 8') for all lots other than those located on the cul de sacs and a minimum of 160 square feet (example 20' x 8') for lots on the cul de sacs. Corner lots must have infiltration basins on both street sides of the Lot. The infiltration basin area shall be excavated to remove the Sandy Loam Material (varies 3'- 7' deep) until the Sand Material is reached (both per USDA Soil Classifications) and then replace the Sandy Loam Material with Sand Material. Any Lot Owner who violates this section shall be required to repair or restore the drainage swale, ditch or storm water management improvement and/or Lot grading, at that Lot Owner's sole expense. Violations of the grading, site or landscaping plans as submitted and approved by the ARC shall give the ARC or any adjacent Lot Owner, a cause of action against the person violating such grading, site drainage, and site or landscaping plans for injunctive relief or damages as appropriate. This section is not applicable to the lots in the Red Sunset Court Subdivision. See Section 6.4 for Storm Water requirements for the Red Sunset Court Subdivision.



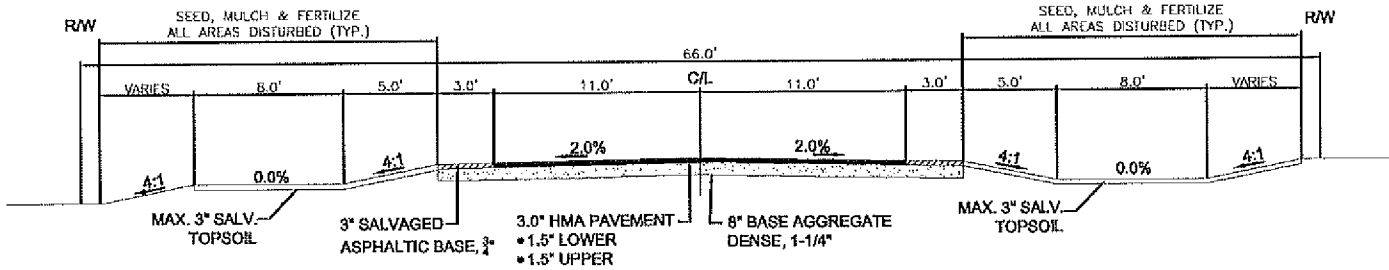
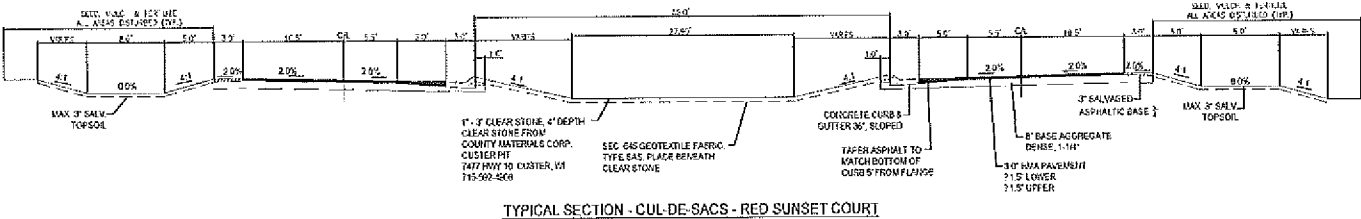
The following conditions are required by the Village of Plover and Wisconsin Department of Natural Resources and must be adhered to by all Lot Owners:

- a. Driveway culverts shall be prohibited on all residential lots.
- b. All residential home roof runoff shall be retained on the lots and shall be directed via gutters and downspouts to side and rear yard. A 12' wide stormwater access and maintenance easement shall be provided on each side lot line (6' on each side of the side lot lines). Infiltration basins shall be installed and maintained as depicted on EXHIBIT 6.1 – TYPICAL RESIDENTIAL MID-BLOCK LOT GRADING & DRAINAGE PLAN for Lots 1-5 & 11 and EXHIBIT 6.2 - TYPICAL RESIDENTIAL CUL-DE-SAC LOT GRADING & DRAINAGE PLAN for Lots 6-10. Corner lots must have infiltration basins on both street sides of the Lot.
- c. The minimum retention volumes are as follows:
 

	<u>Lots 1-5 &amp; 11</u>	<u>Lots 6-10</u>
Roadside Basin:	700 cubic feet	130 cubic feet
Side Yard Swale:	580 cubic feet	580 cubic feet
Rear Yard Basin:	400 cubic feet	400 cubic feet
Rear Yard Basin Example Size of 400 cubic feet: 10' wide x 40' long x 1' depth		
- d. The infiltration basin areas shall be excavated to remove the Sandy Loam(SL), Loamy Sand(LS) and Sandy Clay Loam(SCL) Materials(varies 3' - 7' deep) until the Sand(S) Material is reached (all materials per USDA Soil Classifications) and then replace the Sandy Loam(SL), Loamy Sand(LS) and Sandy Clay Loam(SCL) Materials with Sand(S) Material with 2 to 3 inches of S100 compost tilled into the top 6-12 inches.
- e. The roadside infiltration basin shall be connected to the rear yard infiltration basin via a swale along the side lot line that is a minimum of 2' wide (1' each side of the lot line) and a minimum of 6" below the lowest roadway shoulder elevation adjacent to the right-of-way infiltration basin. The side lot line swale is to have a minimum slope of 0.5% flowing from roadside ditch to rear yard basin. The roadside infiltration basin is to be constructed by the Lot Owner after the driveway location has been determined with the house site plan.
- f. No Lot Owner shall grade, alter or obstruct any drainage swale or ditch, or existing or proposed comprehensive development storm water management improvements so as to impede the flow of drainage water from other Lots across the swale or ditch.
- g. The ARC shall review all residential site plans for conformance with the required lot infiltration basins and roadside ditches/swales.
- h. Compaction from construction activities in storm water infiltration basin areas shall be mitigated by deep tilling or ripping the top 1' of soil in infiltration basin areas prior to topsoil placement. Topsoil placement in infiltration basin areas shall be maximum 3" depth and placement of S100 compost and Sand shall be per item 6.1.d.
- i. The Village of Plover approved stormwater management plan is subject to the "AGREEMENT FOR THE INSPECTION AND MAINTENANCE OF STORMWATER MANAGEMENT PRACTICES" attached as exhibit 6.3. This document was recorded on May 19, 2023 as Document No. 896837 in the Portage County Registry.

6.5 Red Sunset Court Street Shoulder; Right of Way. Each Lot Owner shall maintain the

public street shoulder and right of way which abuts such Lot in compliance with Applicable Laws, including a 15 inch minimum ditch depth on Red Sunset Court in such right of way, and in a condition and manner which promotes a uniform right of way appearance throughout the Development. Lot Owners shall not alter or remove road shoulder materials (recycled asphalt) as required by the Village of Plover Ordinances. The Village of Plover approved grading plans for the right of way areas are shown below.



TYPICAL SECTION - ROADS - RED SUNSET COURT

ARTICLE VII

GENERAL USE OF LOTS AND IMPROVEMENTS

7.1 Lot Splits. No Lot may be divided into two or more parcels of building sites, provided however that a Lot may be split if each resulting portion of such Lot is added to and used as a part of a another Lot in Arbor Haven. A single Lot, together with a portion or portions of a contiguous Lot or Lots may be used as one building site for a residential improvement. An exception to this provision is for Lots 22 and 24 of the plat of Arbor Haven subdivision. Lot 22 will be split via Certified Survey map to create Lots 22-24 of the preliminary plat of Arbor Haven and Lot 24 will be split via Certified Survey Map to create Lots 29-31 of the preliminary plat of Arbor Haven.

7.2 Construction Debris. All excess earth, stumps, slashings and construction debris shall be removed from a Lot within 6 months after commencement of construction of any improvement on the Lot. No construction materials or debris, trash, garbage or refuse shall be buried on the Lot. No Lot owner, agent, contractor, or subcontractor of a Lot owner shall place, bury or dump any earth, stumps, slashings or construction debris on any Lot in the Development.

7.3 Garbage and Refuse. No Lot shall be used or maintained as a place to dump or store (except in permitted containers) trash, garbage, refuse or other waste materials (collectively *waste materials*). All waste materials shall be kept in sanitary, enclosed containers, stored in garage or storage structures on the Lot; all waste materials shall with prompt and regular frequency be removed from the Lot by personal, private or municipal disposal service(s) to areas and in a manner in compliance with applicable laws.

7.4 Storage of Vehicles and Equipment, Parking. Motor vehicles and recreational vehicles, including but not limited to, campers, trailers, boats, snowmobiles, jet skis, personal watercraft, all-terrain vehicles, when not in use shall be stored in a permitted garage or permitted storage structure on the Lot, except for not more than 1 personal, noncommercial, operational motor vehicle used by the Lot owner or such owner's immediate family members. No cars or other vehicles shall be parked on lawns or yards within the Development at any time. No cars or other vehicles shall be parked on streets within the Development for excessive periods of time. Overnight parking on the streets within the Development is prohibited. This section shall not apply to any undeveloped property in the project with respect to equipment utilized for development purposes during the development period.

7.5 Firewood. Wood intended to be used as fuel or fireplaces or fire pits or for any other purpose shall be stored and/or piled in garage or other permitted storage structure, except not more than one cord (4' x 4' x 8') of wood, neatly stacked, may be stored in the rear yard of a Lot no closer than fifteen (15) feet to the rear perimeter Lot line and fifteen (15) feet of any side perimeter Lot line.

7.6 Tree Cutting. The provisions of this paragraph apply to all wooded Lots in the Development. No clear cutting of the Lot is permitted. In order to promote the privacy, beauty and natural state of a wooded Lot, at least seventy (70) percent of the healthy, growing trees within fifteen (15) feet of the property boundaries for both the side yards and the rear yard from the back of the primary residence to the rear lot line shall be left growing except, tree cutting is allowable as necessary to comply with the Village of Plover approved Storm Water Management Plan.

7.7 Decorative Lamp Post and Lantern. The Lot Owner of each improved Lot shall erect and maintain a decorative lamp post and electric lantern when the house is constructed. Such lamp post and lantern shall not exceed nine (9) feet in height, nor shall it be less than five (5) feet in height. The lamp post and electric lantern shall be located within two (2) feet from the public street right-of-way on the residence side of the driveway or, for corner lots, in front of the residence within two (2) feet of the right-of-way. The wattage for such electric lantern shall not exceed 100 watts. The electric lantern shall be kept in good operation condition and remain lit each day from dusk to dawn by means of an automatic switching device incorporated into the fixture or home electrical system for such purpose. Such lighting is required for the safety and benefit of all Lot Owners of the Development. Developer requires that the Lot Owners maintain

a quality, decorative and uniform appearance as to all decorative lamp posts and electric lanterns in the Development. During the first ten (10) years following the recording of these Restrictive Covenants, the ARC shall either (i) approve in writing the required lamp post and electric lantern, (ii) the Lot Owner shall purchase such required fixtures from the Developer, or (iii) the ARC may approve a masonry lamp post that matches the masonry on the residence if submitted in writing by Lot Owner.

7.8 Mailboxes. The US Postal Service (USPS) requires cluster mailbox units (CBUs) for the Development. The Developer shall initially install the cluster mailboxes in the locations approved by the USPS and the Village of Plover. The Arbor Haven Homeowners Association shall be responsible for maintenance of the CBUs including snow removal and all other maintenance as required.

7.9 Signs. No advertising of any nature or sign of any description shall be placed on or maintained on any Lot, except for the following:

- a. A sign not exceeding 2 square feet in area may be placed on the Lot at a point plainly visible from the public street adjoining such Lot for purposes of displaying the street address and name of the Lot owner or occupant.
- b. Not more than 2 temporary signs, each not to exceed 6 square feet in area, may be placed on a Lot for purpose of advertising the Lot and/or its improvements for sale.
- c. Not more than 2 temporary signs, each not to exceed 6 square feet in area, may be placed for a candidate for political office. Political signs may only be displayed for a maximum of 30 days prior to an election and must be removed within 2 days after the election.
- d. Sign not exceeding 1 square foot in size for the purpose of security system notice.

Any subdivision identification sign or signs erected on a Lot by the Developer shall be exempt from the prohibitions of this paragraph.

7.10 Additions and Remodeling. No addition, exterior renovation or remodeling, or site improvements of any kind shall be made without strict conformance with these covenants and review and approval of the ARC.

## ARTICLE VIII

### USE RESTRICTIONS

8.1 Pets. No more than three (3) domesticated animals may be kept on any Lot. Non-domesticated or poisonous animals of any kind are strictly prohibited. Horses, cattle, chickens, goats, pigeons, rabbits, and pot-bellied pigs are strictly prohibited. All pets shall be housed within the residence, and not within the garage. No free-standing kennels or similar pet enclosures shall be allowed. Commercial animal breeding, boarding, kenneling or treatment is prohibited whether for free (non-paying) or otherwise. No Lot Owner may keep a dog whose barking creates a nuisance to neighbors, whether such a dog is kept indoors or outdoors from time-to-time. Additionally, no animal whatsoever displaying vicious propensities shall be permitted within the Development. At all times, all pets taken outdoors, shall be kept on-leash and carefully restrained by Owner or kept within the Lot Owner's approved fence. Pets may not

be left outdoors if the Lot Owner is not at the residence. Upon advance written approval of the ARC, "invisible fence" may be permitted within an individual Lot in lieu of the on-leash requirement. Failure to conform to these pet requirements shall result in the ARC bringing the Lot Owner to the attention of the property authorities, and in addition, costs and fines may be assessed to the Lot Owner as determined by the ARC. Pet owners are required to pick up their animal waste and properly dispose of it, wherever it may occur.

8.2 Appearances. Every Lot Owner shall be responsible for maintaining the Lot and structures thereon, in neat appearances at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a residence has been or is in construction. The Lot Owner's obligations include, but are not limited to the following:

- (a) Noxious Weeds. All areas of Lots not used as a building site, lawn, or under cultivation as a vegetable or flower garden, shall be kept free from noxious weeds. All lawns shall be kept free from noxious weeds.
- (b) General Upkeep. The Lot Owner shall keep each Lot and all buildings and other improvements thereupon, in good order and free of debris, including but not limited to the mowing of all lawns, the pruning of all trees and shrubbery, the external care of all buildings and other improvements.
- (c) Trash. Trash containers must be kept inside of garages and may be placed at curbside only on the days of trash collection. Separate containers for recyclable materials shall be obtained and utilized. No garbage, refuse, large items, cardboard, cuttings or similar trash shall be placed at curbside unless in suitable containers. No trash, cuttings, leaves, rocks or earth may be deposited on any Lot. Provided, however, yard waste originating from a Lot may be kept in the rear yard of said Lot until the week prior to the municipality's scheduled pick-up of such waste. During this week period prior to such scheduled pick-up, yard waste may be placed at the curb of said Lot. No one shall place yard waste or any other item on any other Lot.

8.3 Antennas, Solar Panels, etc. No visible exterior antennas, windmills, satellite dishes (in excess of twenty-four (24) inches in diameter) shall be permitted on any Lot. Satellite dishes less than twenty-four (24") inches in diameter shall be permitted with the advance written approval of the ARC, and then only if located in the most unobtrusive location. Solar Panels may only be placed on a non-street facing roof surface and the design, size and location must be approved by the ARC prior to installation.

8.4 Activities. No noxious or offensive trade or activity may be carried out on property with the Development, which will become a nuisance to the neighborhood or any property within or outside the Development.

8.5 Lighting. Exterior lighting on all Lots shall be of such focus and intensity so as not to cause a disturbance to any adjacent properties, whether inside or outside of the Development.

## ARTICLE IX

### MEMBERSHIP IN HOMEOWNERS ASSOCIATION

9.1 Membership. Every Lot Owner shall be a Member of the Arbor Haven Homeowners Association. Initially, each Lot Owner shall have a one ninetieth (1/90th) interest in the Homeowners Association. The Homeowners Association shall be incorporated as a non-stock corporation under the Laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation (the "Articles"), and Bylaws, and this Declaration. The Members shall have the rights set forth in the Bylaws of the Homeowners Association. The Bylaws of the Homeowners Association shall also set forth the management provisions and obligations of the Homeowners Association.

All Lot Owners, tenants of lots, and all other persons and entities that in any manner use the development or any part thereof shall abide by and be subject to all of the rules and regulations of the Homeowners Association, this Declaration, the Articles and Bylaws. The Homeowners Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the rules and regulations from time to time and shall distribute to each Lot Owner the updated version of such rules and regulations upon any amendment or modification to the rules and regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Lot Owners unless otherwise stated in such amendment or modification.

9.2 Voting Rights. Each Lot Owner shall have one (1) vote for each lot owned. If a Lot is owned by more than one (1) person, the owners thereof are entitled collectively to only one vote. Each Lot shall designate by written notice to the Homeowners Association, the name and address of the person entitled to cast the vote on behalf of the Lot.

9.3 Association Contractors. The Homeowners Association may obtain or pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other persons as it shall determine to be necessary or advisable for the proper operation of the Development and Homeowners Association.

9.4 Developer Rights. Notwithstanding anything contained in this Declaration or the Bylaws to the contrary, the Developer shall totally govern the affairs of the Development and pay all expenses thereof until a Lot has been sold to any person other than the Developer. The Developer may exercise any rights granted to, or perform any obligations imposed upon, Developer under this Declaration through its duly authorized agent. After a Lot has been sold to any person other than the Developer, the Developer shall have the right to appoint and remove the officers of the Homeowners Association and to exercise any and all of the powers and responsibilities assigned to the Homeowners Association and its officers by the Articles, Bylaws, this Declaration and the Wisconsin Non-stock Corporation Law from the date the first Lot of this Development is conveyed by the Developer to any person other than Developer, until the earliest of: (a) thirty (30) days after the conveyance of two-thirds of the 90 Lots in the Development, or (b) thirty (30) days after the Developer's election to waive its right of control.

9.5 General Annual Assessments. Each Lot Owner, excluding Lots owned by the Developer, shall be responsible for payment of a General Annual Assessment (Assessment). Lots purchased by general contractors for construction of spec houses will not be subject to the Assessment until the house constructed on the Lot is sold to a purchaser or until the lot is sold to a Lot Owner. The Assessment will initially be \$50.00 per year. The maximum Assessment

which may be authorized by the Homeowners Association for the years 2018-2019 shall be \$50.00. Thereafter, Assessments shall be determined as set forth in the Bylaws of the Homeowners Association except the Assessment may not be increased by more than ten (10) percent per year for the years 2020, 2021 and 2022 unless agreed to by a majority of the third party Lot Owners. During the development period, but not to exceed 5 years from the recording of this document, the Developer will be responsible for expenses incurred in excess of the Assessments collected from Lot Owners. The Homeowners Association will meet prior to December 1 of each year to set the Assessment for the following calendar year based on the budget projection for expenses. Each Lot Owner shall make payment to the Homeowners Association by January 1 of each respective year. Lots purchased during a calendar year shall have the Assessment prorated from the date of closing to the end of the year. In the event a Lot Owner does not pay the Assessment by January 1, the amount due shall be considered as being in default and shall bear interest at the highest rate then permitted by law or such lesser rate as determined by the Homeowners Association. Such interest and all costs incurred by the Homeowners Association in connection with collection of payment shall constitute a lien on the Lot and will be the personal obligation of the Lot Owner until paid in full. Anticipated expenses of the Homeowners Association shall include those items detailed in Section 9.6 below.

9.6 Homeowners Association Obligations: The obligations of the Arbor Haven Homeowners Association shall be established by the Directors of said Homeowners Association pursuant to the Association By-Laws. In addition to any duties or responsibilities of the Homeowners Association as may from time to time be established by the Board of Directors, the Homeowners Association shall at all times be responsible for maintenance and upkeep of the following areas:

(1) The entrance signs and associated landscaping and lighting surrounding said signage. In particular, the Homeowners Association shall be responsible for the maintenance and upkeep of permanent Subdivision signs, entry landscaping, and lighting;

(2) Maintenance of any and all landscaping in the center of the cul de sacs and boulevard;

(3) Maintenance of the cluster mailboxes, including snow and ice removal.

The maintenance and upkeep responsibility of the Homeowners Association for the items set forth above shall include the repair of all damages and all utility costs.

## ARTICLE X

### AGE RESTRICTED HOUSING – GREYSTONE PLACE LOTS 20-33 OF PRELIMINARY PLAT (SEE EXHIBIT B)

10.1 Age Restrictions & Adherence to State and Federal Housing Laws. To the extent allowed by Applicable Laws that prohibit discrimination in housing, the Lots and dwellings on Greystone Place shall be developed and used primarily as “housing for older persons” as that phrase is defined in Section 106.50(1m)(m)3., Wis. Stats. In conformity with the requirements of Section 106.50(5m), Wis. Stats., the Owner intends that these Restrictive Covenants act as a published demonstration of an intent to providing housing at Greystone Place under Section 106.50(1m)(m)3, such that occupancy per dwelling shall be by at least one natural person 55 years of age or older. Owner reserves the right to develop and sell Lots and dwellings on

Greystone Place in any manner consistent with Section 106.50(5m). Nothing contained herein shall be deemed to allow any party to discriminate against someone who is subject to a hardship condition under Section 106.50(1m) (m) 3.

10.2 Future Occupancy & Age Verification. Subject to the rights of the Owner described in Section 10.1, and subject to any limitations of Applicable Laws that prohibit discrimination in housing, Lot Owners shall only occupy, use, hold, lease, sell, transfer or convey such Lot Owner's Lot or dwelling to another person who intends, and actually will, provide housing for persons 55 years of age or older. Upon written request of the Owner, or other party entitled to enforce these Restrictive Covenants, each Lot Owner agrees to provide written verification of the age of the occupants of the Lot Owner's dwelling.

## ARTICLE XI

### GENERAL PROVISIONS

11.1 Term of Covenants. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of Fifty (50) Years after the Covenants are recorded, after which time this Declaration shall automatically stand renewed unless the same is amended or cancelled as provided in Section 10.2 below. If any person, or heir, personal representative, successor or assign shall violate or attempt to violate any of the covenants or restrictions contained herein while this Declaration is effective, the ARC, or any person or persons owning a Lot(s) shall have the rights of Enforcement as provided in Section 11.4 below.

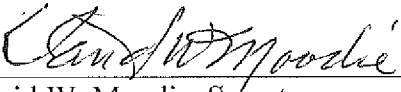
11.2 Amendment. This Declaration, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the Lots subject to this Declaration by an instrument signed by the current owner of two-thirds of the Lots, i.e. the signatures of enough Lot Owners so that at least two-thirds of all Lot Owners have consented to such amendment. The Developer may amend or modify all, or any part of, this Declaration until such time as all of the Lots in the Development have been sold to third party purchasers or for a period of 10 years from the date of recording, whichever comes first.

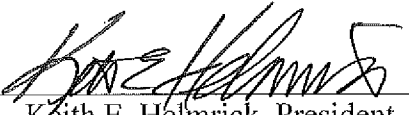
11.3 Invalidation. Invalidation of any one of these covenants or any severable part of any covenants, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

11.4 Enforcement Action. The Homeowners Association, the ARC and/or the Owner shall have the right to sue for and obtain an injunction or any equitable remedy to prevent the breach of or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring a legal action for the damages. Any Lot Owner who violates a provision of this Declaration shall be liable for reasonable attorney's fees and court costs incurred in enforcing the provisions of this Declaration, and any person violating any of these covenants or restrictions shall be liable for all costs incurred in removing any such violation.

11.5 Zoning and Access. All Lots are subject to the applicable laws, ordinances and building codes.

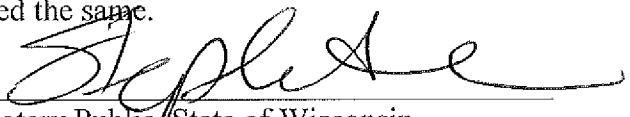
IN WITNESS WHEREOF, this Declaration is signed on this 23 day of May, 2023.  
*Classic Development Corp. of Plover*

By:   
 David W. Moodie, Secretary

By:   
 Keith E. Helmrick, President

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF PORTAGE )

Personally came before me this 23 day of May, 2023, the above named David W. Moodie and Keith E. Helmrick to me known to be such person who executed the foregoing instrument and acknowledged that they executed the same.

  
 Notary Public, State of Wisconsin  
 My Commission expires: 5-4-2025

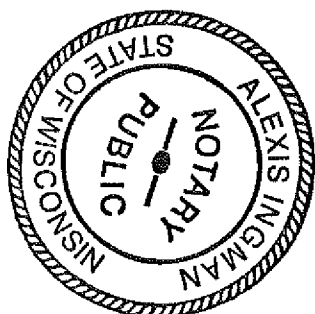
### CONSENT OF MORTGAGEE

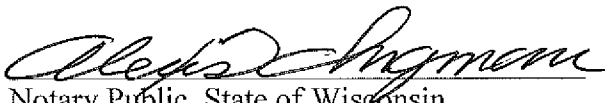
*The Portage County Bank*

By:   
 Kevin K. Kawleski, President

STATE OF WISCONSIN )  
 ) ss.  
 COUNTY OF PORTAGE )

Personally came before me this 22<sup>nd</sup> day of May, 2023, the above named Kevin K. Kawleski to me known to be such person who executed the foregoing instrument and acknowledged that they executed the same.



  
 Notary Public, State of Wisconsin  
 My Commission expires: March 25, 2025



THIS INSTRUMENT WAS DRAFTED BY:

Keith E. Helmrick  
Classic Development Corp. of Plover  
1811 Brookridge Drive  
Plover, WI 54467

Exhibit A

PLAT OF ARBOR HAVEN SUBDIVISION FOLLOWS THIS PAGE



836-7332

There are no objections to this full bill referred to  
Secs 216.13, 216.15, 216.20 and 216.21(1) and (2).  
Why, Sir, as provided by s. 216.21, Vol. Stat.,  
Certification: 30th 2018  
David H. Brown  
Department of Agriculture

SIGNED: [Signature]  
ADMIN. PUBLIC DISTRICT

RECORDS OF AIR OFFICERS SHOW NO UNRECORDED TAX DATES AND NO UNPAID TAXES ON BRIGGS.  
ASSESSMENTS AS OF

THE 1st DAY OF Feb. 1917 1917, AFFECTING THE PLAT OF HARBOR TOWNEY  
SUBSEQUENT.

ASSIGNMENTS NO. OF  
THIS DATE OF  
SUBMISSION: 2/15  
THIS AFFECTING THE PLAY OF VARIOUS HAVEN

[illegible]

OF THE LAND OF THE STATE OF WISCONSIN, MOREOROVER, OF THE RABBIT DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVISION, ALLOTMENT AND DESIGNATING OF THE LAND DESCRIBED ON ANOTHER PROVEN, AND DOES HEREBY CONSENT TO THE RABBIT IDENTIFICATION OF CLASSIFIED DEVELOPMENT CORP. OF MOORE, KEITH E. HELMROCK PRESIDENT, AND DAVID W. ANDERSON SECRETARY, OWNER.

PERSONALITY CLAIM DISCLOSE NO. 1415 7-32 DAY OF February 2010 HENRIK K  
KALLERIN, VICE PRESIDENT, OF THE ABOVE NAMED CORPORATION, TO HAVE KNOWN TO BE THE  
PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO MEANING TO BE SUCH  
VISE PRESIDENT OF SAID CORPORATION, AND AWARE, LONG THAT HE EXECUTED THE FOREGOING  
INSTRUMENT AS SUCH CORPORATION, AS THE DEED OF SAID CORPORATION IN ITS AUTHORITY

[illegible][illegible]

OF ANY BUILDING, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY ANY UTILITY EXCEPT WITHIN THE PAVED CURBLINE OF A STREET, OR FOR THE INSTALLATION OF ANY UTILITY FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY ANY UTILITY WITHOUT WRITTEN CONSENT OF GRANTEE. THIS UTILITY EASEMENT PROVIDES FOR NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CAUSING THE UTILITY EASEMENT AS IT MAY BE REQUIRED.

STEVEN'S POINT, WI 54482  
2017 AUSINEX'S PARK DRIVE  
REFLEX CORPORATION  
AARON PARK, FL 32004  
CLASSIC DEVELOPMENT CORP. OF FLOWER  
1011 BROOKSIDE DRIVE  
FLOWER, MI 48607

THIS INSTRUMENT WAS DRAWN AND  
DRAFTED BY  
ALISON PARKS

SHEET 2 OF 2 SHEETS

Exhibit B

PRELIMINARY PLAT OF ARBOR HAVEN SUBDIVISION FOLLOWS THIS PAGE

A SUBDIVISION PLAT OF ARBOR HAVEN SUBDIVISION, BEING PART OF LOT 1, CERTIFIED SURVEY MAP #10264-80-64, PART OF THE FRACTIONAL SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25 AND PART OF THE FRACTIONAL NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

Department of Administration

**WARRITTLER**  
corporation

© 1986 Warrittler Corp. All rights reserved. No part of this publication may be reproduced without written permission of Warrittler Corp.

WARRITTLER CORPORATION, INC.  
10000 W. 10th Ave., Suite 100, Denver, CO 80231  
(303) 751-1000

Exhibit C

PORTAGE COUNTY CERTIFIED SURVEY MAP NO. 11147-51-127 FOLLOWS THIS  
PAGE



CSM # 11147-51-127

843989

CYNTHIA A. WISINSKI  
REGISTER OF DEEDS  
PORTAGE COUNTY  
STEVENS POINT, WI  
RECORDED ON  
10/10/2018 02:32 PMREC FEE: 30.00  
TRANSFER FEE:  
PAGES: 3  
FEE EXEMPT:

## PORTAGE COUNTY CERTIFIED SURVEY MAP

## LEGAL DESCRIPTION

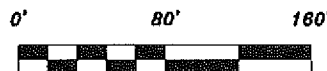
CERTIFIED SURVEY MAP FOR ERBES CONSTRUCTION, LTD., BEING ALL OF LOT 23 OF ARBOR HAVEN SUBDIVISION, LOCATED IN THE FRACTIONAL SE 1/4 OF THE SW 1/4 OF SECTION 25, AND IN THE FRACTIONAL NE 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

## BASE FOR BEARING

IS THE SOUTH LINE OF THE SW 1/4 OF SECTION 25, RECORDED TO BEAR S 89°49'18" W (REF ARBOR HAVEN SUBDIVISION)



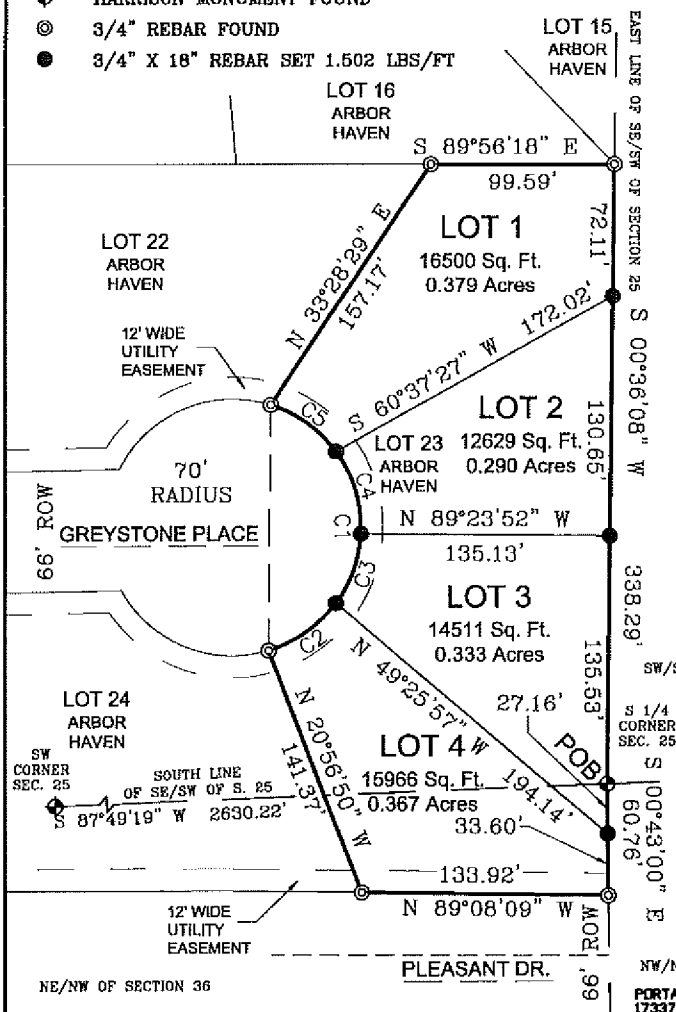
SPACE RESERVED FOR RECORDING INFORMATION



SCALE 1" = 80'

## LEGEND

- ⊕ HARRISON MONUMENT FOUND
- ⊙ 3/4" REBAR FOUND
- 3/4" X 18" REBAR SET 1.502 LBS/FT

UNPLATTED  
LANDS  
OWNED  
BY  
OTHERS

## SURVEYOR'S NOTES

FOR LOTS THAT ARE NOT AT LEAST 60' WIDE AT THE 25' STREET SETBACK LINE, THE RESIDENCE SHALL BE BUILT BEHIND THE STREET SETBACK LINE WHERE THE LOT IS AT LEAST 60' WIDE.

12 FOOT UTILITY EASEMENT AS RECORDED IN THE ARBOR HAVEN SUBDIVISION.

SW/SE OF SECTION 25

S 1/4  
CORNER  
SEC. 25

NW/NE OF SECTION 36

PORTAGE COUNTY PARCEL IDENTIFICATION NUMBER (PID)  
1733723

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	70.00'	178.52'	133.93'	N 00°25'03" E	146°07'20"
C2	70.00'	45.53'	44.73'	N 54°50'57" E	37°15'58"
C3	70.00'	40.73'	40.16'	N 19°32'51" E	33°20'15"
C4	70.00'	47.71'	46.80'	N 16°38'55" W	39°03'15"
C5	70.00'	44.55'	43.81'	N 54°24'35" W	36°28'05"

**RETTLER** LAND SURVEY DIVISION  
corporation  
3317 Business Park Drive, Stevens Point, WI 54482  
Telephone: 715-341-2633, Fax: 715-341-6431  
e-mail: info@rettl.com, website: www.rettler.comAARON PARKS #2861  
715-341-2633THIS INSTRUMENT WAS DRAFTED BY AARON PARKS  
AND DRAWN BY AARON PARKS

JOB # 17.019

SHEET 1 OF 3 SHEETS

## PORTAGE COUNTY CERTIFIED SURVEY MAP

BEING ALL OF LOT 23, ARBOR HAVEN SUBDIVISION, LOCATED IN THE FRACTIONAL SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, AND IN THE FRACTIONAL NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN

### SURVEYOR'S CERTIFICATE

I, AARON PARKS, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF ERBES CONSTRUCTION, LTD., I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED PARCEL OF LAND.

A PARCEL OF LAND CONTAINING 59,596 SQUARE FEET (1.368 ACRES) BEING LOCATED IN THE FRACTIONAL SE 1/4 OF THE SW 1/4 OF SECTION 25, AND IN THE FRACTIONAL NE 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

THE EXTERIOR BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 25, ALSO BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S 00°43'00" E, 60.76' ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 36, ALSO THE EAST LINE OF LOT 23 OF ARBOR HAVEN SUBDIVISION, TO THE NORTH RIGHT OF WAY OF PLEASANT DRIVE;

THENCE N 89°08'09" W, 133.92', ALONG THE SAID NORTH RIGHT OF WAY, ALSO THE SOUTH LINE OF SAID LOT 23 TO THE SOUTHWEST CORNER THEREOF;

THENCE N 20°56'50" W, 141.37' ALONG THE WEST LINE OF SAID LOT 23, TO THE SOUTHERLY RIGHT OF WAY OF GREYSTONE PLACE'S CUL DE SAC, ALSO THE POINT COMMON WITH THE NORTHEAST CORNER OF LOT 24 AND SAID LOT 23;

THENCE NORTHEASTERLY AND NORTHWESTERLY ALONG SAID CUL DE SAC, 178.52' ALONG THE ARC OF A 70.00' RADIUS CURVE, CENTER WHICH LIES TO WEST, THE CHORD WHICH BEARS N 00°25'03" E, A DISTANCE OF 133.93' TO THE POINT COMMON WITH SAID LOT 23 AND THE SOUTH EAST CORNER OF LOT 22;

THENCE N 33°28'29" E, 157.17' ALONG THE WESTERLY LINE OF LOT 23, TO THE NORTHWEST CORNER OF SAID LOT 23;

THENCE S 89°56'18" E, 99.59' ALONG THE NORTH LINE OF SAID LOT 23, TO THE NORTHEAST CORNER THERE OF;

THENCE S 00°36'08" W, 338.29' ALONG THE EAST LINE OF SAID LOT 23, TO THE SOUTH 1/4 CORNER OF SECTION 25, ALSO THE POINT OF BEGINNING THERE TERMINATING;

THAT I HAVE COMPLIED FULLY WITH THE CURRENT PROVISIONS OF CHAPTER 236.34, AND CHAPTER A-E7 OF THE REVISED WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE VILLAGE OF PLOVER IN SURVEYING, DIVIDING, AND MAPPING SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND MAPPED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

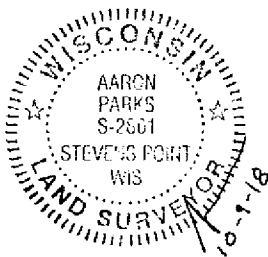
THIS SURVEY IS SUBJECT TO ROADWAYS, EASEMENTS, AND RESERVATIONS, OF RECORD.

CERTIFIED THIS 21ST DAY OF SEPTEMBER, 2018.

SIGNED:

AARON PARKS

PLS 2861



## PORTAGE COUNTY CERTIFIED SURVEY MAP

BEING ALL OF LOT 23, ARBOR HAVEN SUBDIVISION, LOCATED IN THE FRACTIONAL SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, AND IN THE FRACTIONAL NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN

### VILLAGE OF PLOVER/ VILLAGE BOARD

RESOLVED THAT THIS CERTIFIED SURVEY MAP FOR ERBES CONSTRUCTION, LTD., IS HEREBY APPROVED BY THE VILLAGE OF PLOVER/ VILLAGE BOARD RESOLUTION NO. 10-23-18

DATE: 10/10/18

SIGNED: Thomas J. Davies  
TOM DAVIES  
VILLAGE PRESIDENT *DRM*

HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF PLOVER.

DATE: 10/10/18

SIGNED: Karen M. Swanson  
KAREN M. SWANSON  
VILLAGE CLERK

### OWNER'S CERTIFICATE

ERBES CONSTRUCTION, LTD., AS OWNER OF LOTS 1, 2, 3 AND 4, HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED IN THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY SECTION 236.34 OF THE REVISED WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION.

VILLAGE OF PLOVER

Robert W. Erbes  
ERBES CONSTRUCTION, LTD.

10/10/2018  
DATE

STATE OF WISCONSIN  
(SS)  
PORTAGE COUNTY

PERSONALLY APPEARED BEFORE ME ON THE 10<sup>th</sup> DAY OF October, 2018. THE ABOVE NAMED OWNER TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Peggy A. Kuntney  
NOTARY PUBLIC  
Portage COUNTY, WI  
MY COMMISSION EXPIRES 12-06-2021

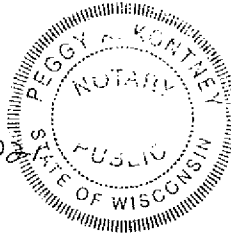


Exhibit D

PLAT OF ARBOR HAVEN II SUBDIVISION FOLLOWS THIS PAGE

THE UNIVERSITY OF CHICAGO PRESS  
50 EAST LAKE STREET, CHICAGO, IL 60607-7090  
TEL: 773/936-5000 FAX: 773/936-5001  
WWW.CHICAGO.PRESS.EDU

உள்ளே போக வேண்டாம்

A SUBDIVISION PLAT OF ARBOR HAVEN & SUBDIVISION, BEING PART OF LOT 1, CERTIFIED SURVEY MAP #75904-S-04, BEING PART OF THE FRACTIONAL SOUTHEAST 1/4 OF THE SOUTHWEST 23 NORTH, RANGE 6 EAST, VILLAGE OF PLOVEL PORTAGE COUNTY, WISCONSIN.

JOHN H. WOODSTOCK, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE CONNECTION OF CLASS DEVELOPMENT CORP. OF COLORADO, I HAVE SURVEYED, DIVIDED AND LAYED THE FOLLOWING DESCRIBED PARCELS OF LAND:

[illegible]

THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXISTING BOUNDARIES AND THE BOUNDARIES OF THE LAND SURVIVED,

RECEIVED  
JAN 14 1916  
U.S. DEPT. OF AGRICULTURE  
WASHINGTON, D.C.

THIS IS TO CERTIFY THAT THE PORTLAND COUNTY TREASURER DO HEREBY CERTIFY THAT THE RECEIPTS OF ANY OFFICE KNOW NO UNPAID TAXES OR UNPAID TAXES FOR SPECIAL ASSESSMENTS AS OF

DATE 12/15/2018 DAY OF DECEMBER YEAR 2018 REFLECTING THE PLAT OF VANDOR HAVEN II

THIS DAY 12/15/2018

*David R. Bagnall*  
COUNTY CLERK  
COUNTY TREASURER

[illegible]

Siddhi Vinayak Gaurav  
CHIEF MANAGER

**EX:RETTLER**  
corporated  
a subsidiary of EXCELLENCE, INC.  
an equal opportunity employer


WE ARE CURRENTLY HIRING INDIVIDUALS TO COMMITTEE IN THE FOLLOWING AREAS: ACCOUNTING, MARKETING, SALES, FINANCE, PERSONNEL, TRAINING, INFORMATION, QUALITY CONTROL, CUSTOMER SERVICE, AND GENERAL MANAGEMENT. IF YOU ARE INTERESTED IN ANY OF THESE POSITIONS, PLEASE SEND US YOUR RESUME TO: EX:RETTLER CORPORATION, P.O. BOX 1000, WILSON, N.C. 27157. WE WILL REVIEW YOUR RESUME AND CONTACT YOU IF WE ARE INTERESTED. NO PHONE CALLS PLEASE.

EX:RETTLER CORPORATION, INC.  
15 ATTENTION SERVICE DIV. 100, INC.

THE FOLLOWING INFORMATION IS FOR INFORMATION ONLY. IT IS NOT A CONTRACT. THE FOLLOWING INFORMATION IS FOR INFORMATION ONLY. IT IS NOT A CONTRACT. THE FOLLOWING INFORMATION IS FOR INFORMATION ONLY. IT IS NOT A CONTRACT.

10-107 DAY OF DISSEMINATED 2074  
 WITNESSES TO CHAND AND DEAL OF EMB. CHANDRE THRU  
 ON THE PREDICTION OF:  
 DISCLOSED Walter Williams  
 OFFICE MEMORANDUM PREPARED  
 REVIEWED Walter Williams  
 APPROVED Walter Williams  
 FORWARDED Walter Williams

STATE OF WISCONSIN  
PORTAGE COUNTY JES  
PERSONALLY CALE BEFORE ME THIS 15<sup>th</sup> DAY OF February, 1919.  
CLARENCE CUMMINS, CORP. OFFICER REPRESENTED BY KELLY L. HELMICK AND DAVID W.  
ACCORD, TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT.

NOTARY PUBLIC Febemaria D'S. Azzi IN CONNECTION WITH  


[illegible]

AFFIDAVIT FILED \_\_\_\_\_ DAY OF \_\_\_\_\_ 2018.  
 IN THE PRESENCE OF:  
 FOREST COUNTY BANK (S&B)  
 \_\_\_\_\_

STATE OF WISCONSIN }  
PORTAGE COUNTY } CO  
PERSONAL CALL REPORT MADE THIS 15th DAY OF February 1914  
BY \_\_\_\_\_  
MARTIN W. KANDOLA, VICE-PRESIDENT

*Alison DeChapman*  
SOLICITOR PUBLIC, PORTAGE COUNTY, WISCONSIN



THE ABOVE INFORMATION HAS BEEN SUBMITTED TO THE VILLAGE OF  
PLANNING BOARD FOR REVIEW AND APPROVAL TO CONSIDER WITH VILLAGE COUNCIL  
VILLAGE BOARD, VILLAGE RESIDENTS AND OTHER VILLAGE PROPERTY AND THE CASE MAY BE  
THIS DAY OF Feb 2010

TO: DANIEL VILLALBA (P) 10/10/2010

STATE OF WISCONSIN  
 COUNTY OF PORTAGE  
 JOURNAL M. BRANTZ VILLAGE, ETC.  
 1904

CLERK, PORTLAND COUNTY, MISSISSIPPI, LAST 1000, ARE WITNESSED BY THE JUDGES OF  
SAYING: 11-20-2020 ON 11-20-2020 AT 11:00 AM 2020  
PLAINT FILING PROCEEDING NUMBER 11-20-2020  
AUTHORIZING ME TO SIGN A CERTIFICATE OF APPROVAL OF THE FINAL CREDIT AGENCY  
SOLUTIONS, UPON SATISFACTION OF CERTAIN CREDIT, AND TO ISSUE CREDIT THAT ALL  
CONCERNED WITH RATED AND THE APPROVAL WAS GRANTED AND EFFECTIVE ON THE  
DATE OF 11-20-2020 2020

  
KASEEN M. SAUNGMYE THAZAN CLERK

AN AGREEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY  
CLARK DEVELOPMENT CORP. OF FOWLER, GRANTER, TO  
WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTED  
ATTY TELECOMMUNICATIONS COMPANY, GRANTER, AND

[illegible]

<p><b>SURVEYOR</b></p> <p>ENIGMET HOLDINGS LIMITED RETAILER CORPORATION 8817 BUSINESS PARK DRIVE</p>	<p><b>DEVELOPER</b></p> <p>CLARK &amp; DEVELOPMENT CORP. OF FLORIDA 1711 BROOKWOOD DRIVE P.O. BOX 1000 PACER, WI 53407</p>
--	--

THIS INSTRUMENT WAS DRAWN AND  
SIGNED BY  
GREGORY WOODHISTEN.  
PHONE (713) 345-2293  
FAX (713) 341-4201  
STENOGRAPHER: VILVA 182

NEWSPAPER 44 JAN. 2010

Exhibit E

PLAT OF ARBOR HAVEN III SUBDIVISION FOLLOWS THIS PAGE





Exhibit F

PORTAGE COUNTY CERTIFIED SURVEY MAP NO. 011708 FOLLOWS THIS PAGE

892695

CYNTHIA A. WISINSKI  
REGISTER OF DEEDS  
PORTAGE COUNTY  
STEVENS POINT, WI  
RECORDED ON  
10/26/2022 02:08 PM

REC FEE: 30.00

TRANSFER FEE:

PAGES: 5

FEE EXEMPT:

THIS IS A SWIFT DOCUMENT

CSM# 011708

## PORTAGE COUNTY CERTIFIED SURVEY MAP

## LEGAL DESCRIPTION

CERTIFIED SURVEY MAP FOR CLASSIC DEVELOPMENT CORP. OF PLOVER, BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

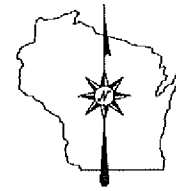
## BASE FOR BEARING

THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25, RECORDED TO BEAR S 87°49'19" W (REF. CSM 10964-50-94)

SPACE RESERVED FOR RECORDING INFORMATION

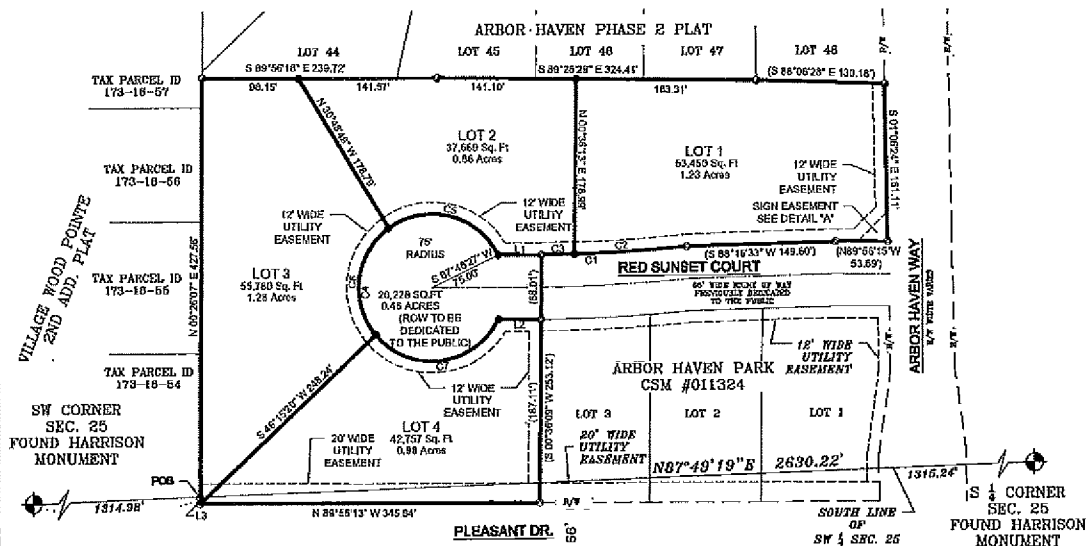
## LEGEND

- 3/4" X 24" REBAR SET 1.50 LBS/FT
- ⊙ 3/4" REBAR FOUND
- ⊙ 1-1/4" REBAR FOUND
- ⊙ HARRISON MONUMENT FOUND



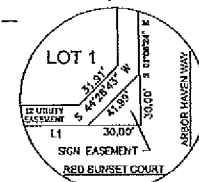
SCALE 1" = 150'

11 Oct 2022



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1710.88	148.96	148.91	S 86°53'56" W	4°59'19"
C2	1706.34	115.45	115.42	S 86°20'24" W	3°52'35"
C3	1661.49	33.51	33.51	N 88°49'25" E	1°09'21"
C4	75.00	402.89	66.01	N 00°05'03" W	307°47'00"
C5	75.00	130.67	114.76	S 76°06'17" E	89°49'28"
C6	75.00	122.82	109.55	N 07°04'07" E	83°49'46"
C7	75.00	149.40	125.89	S 83°05'20" W	114°07'47"

LINE	BEARING	DISTANCE
L1	N 89°53'43" W	36.17'
L2	N 89°53'43" W	35.99'
L3	N 01°23'01" W	16.47'



SIGN EASEMENT  
DETAIL 'A'  
NOT TO SCALE

**RETTLER** LAND SURVEY DIVISION  
corporation  
REGISTERED LAND SURVEYOR  
ERNEST WOOSTER #1741  
715-341-2633

THIS INSTRUMENT WAS DRAFTED BY ANDREW COFRAN  
AND DRAWN BY ANDREW COFRAN

JOB # 19.059

SHEET 1 OF 5 SHEETS

**PORTAGE COUNTY CERTIFIED SURVEY MAP**

**BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.**

I, ERNEST WOORSTER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF CLASSIC DEVELOPMENT CORP. OF PLOVER. I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED PARCEL OF LAND.

**SURVEYOR'S CERTIFICATE**

A PARCEL OF LAND CONTAINING 209,884 SQUARE FEET, (4.82 ACRES) BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

THE EXTERIOR BOUNDARY OF SAID PARCEL OF LAND IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 25, TOWNSHIP 23, RANGE 8 EAST;

THENCE N 87°49'19" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4, OF SECTION 25, 1315.24 FEET TO THE SOUTHWEST CORNER THEREOF, BEING THE SOUTHEAST CORNER OF VILLAGE WOOD POINTE, 2<sup>ND</sup> ADDITION AND MARKED BY A 3/4" REBAR FOUND AND THE POINT OF BEGINNING;

THENCE N 00°26'07" E ALONG THE EAST LINE OF SAID SUBDIVISION, AND THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 427.56 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL MARKED BY A 1 1/4" REBAR FOUND;

THENCE S 89°56'18" E, ALONG THE SOUTH LINE OF ARBOR HAVEN PHASE 2 SUBDIVISION 239.72 FEET MARKED BY A 1 1/4" REBAR FOUND;

THENCE S 89°26'39" E, ALONG THE SOUTH LINE OF SAID SUBDIVISION 324.41 FEET MARKED BY A 1 1/4" REBAR FOUND;

THENCE S 88°06'28" E, ALONG THE SOUTH LINE OF SAID SUBDIVISION 130.18 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ARBOR HAVEN WAY AND MARKED BY A 3/4" REBAR FOUND;

THENCE S 01°06'24" E ALONG SAID RIGHT OF WAY 161.11 FEET TO THE NORTH RIGHT OF WAY OF RED SUNSET COURT ALSO BEING THE NORTH LINE OF ARBOR HAVEN PARK CSM #011324 AND MARKED BY A 3/4" REBAR FOUND;

THENCE N 89°56'15" W ALONG SAID RIGHT OF WAY 53.69 FEET, AND MARKED BY A 3/4" REBAR FOUND;

THENCE S 88°16'33" W ALONG SAID RIGHT OF WAY 149.60 FEET, TO THE START OF A CURVE AND MARKED BY A 3/4" REBAR FOUND;

THENCE SOUTHWESTERLY 148.96 FEET ALONG THE ARC OF A CURVE, CENTER OF WHICH LIES TO THE NORTH, RADIUS OF 1710.00 FEET, DELTA ANGLE OF 4°59'28", CHORD OF WHICH BEARS S 86°53'58" W 148.91 FEET AND MARKED BY A 3/4" REBAR FOUND;

THENCE S 00°36'09" W 253.12 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PLEASANT DRIVE AND MARKED BY A 3/4" REBAR FOUND;

THENCE N 89°56'13" W ALONG SAID RIGHT OF WAY 345.835' TO THE SOUTHWEST CORNER OF CSM #10964 AND MARKED BY A 3/4" REBAR FOUND;

THENCE N 01°29'01" W 6.47 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

THAT I HAVE COMPLIED FULLY WITH THE CURRENT PROVISIONS OF CHAPTER 236.34, AND CHAPTER A-E7 OF THE REVISED WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCES OF PORTAGE COUNTY IN SURVEYING, DIVIDING, AND MAPPING SAME.

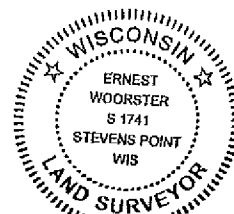
THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND MAPPED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS SURVEY IS SUBJECT TO ROADWAYS, EASEMENTS, AND RESERVATIONS, OF RECORD.

CERTIFIED THIS 22ND DAY OF SEPTEMBER, 2022.

SIGNED: \_\_\_\_\_  
ERNEST WOORSTER PLS 1741

SHEET 2 OF 5 SHEETS




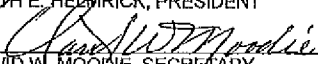
*[Handwritten Signature]*  
11 OCT 2022

## PORTAGE COUNTY CERTIFIED SURVEY MAP

BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

## OWNER'S CERTIFICATE

CLASSIC DEVELOPMENT CORP. OF PLOVER, AS OWNERS OF LOTS 1, 2, 3, AND 4 HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED IN THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY SECTION 236.34 OF THE REVISED WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE VILLAGE OF PLOVER.

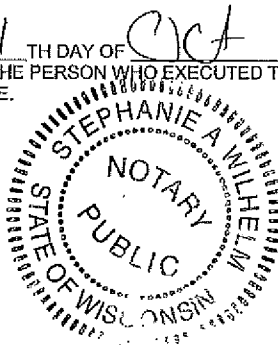
  
KEITH E. HELMRICK, PRESIDENT  
  
DAVID W. MOODIE, SECRETARY

10-24-22  
DATE  
10-24-22  
DATE

STATE OF WISCONSIN  
(SS)  
PORTAGE COUNTY



PERSONALLY APPEARED BEFORE ME ON THIS 24<sup>TH</sup> DAY OF OCT, 2022, THE ABOVE NAMED OWNERS TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGED SAME.

  
NOTARY PUBLIC  
PORTAGE COUNTY, WI  
MY COMMISSION EXPIRES 5-4-2025



## OWNER'S GRANT OF EASEMENT CERTIFICATE

CLASSIC DEVELOPMENT CORP. OF PLOVER AS OWNER, HEREBY CERTIFY THAT WE CAUSED THE EASEMENTS SHOWN TO BE GRANTED AS REPRESENTED ON THIS MAP. SHOWN UTILITY EASEMENTS NOT CREATED BY OTHER INSTRUMENTS ARE FOR FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV.

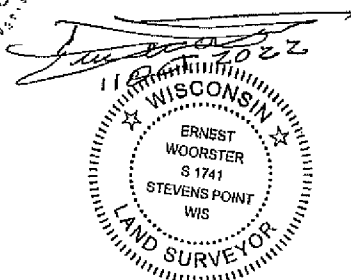
  
KEITH E. HELMRICK, PRESIDENT  
  
DAVID W. MOODIE, SECRETARY

10-24-22  
DATE  
10-24-22  
DATE

STATE OF WISCONSIN  
(SS)  
PORTAGE COUNTY

PERSONALLY APPEARED BEFORE ME ON THE 24<sup>TH</sup> DAY OF OCT, 2022, THE ABOVE NAMED OWNERS TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

  
NOTARY PUBLIC  
PORTAGE COUNTY, WI  
MY COMMISSION EXPIRES 5-4-2025



## PORTAGE COUNTY CERTIFIED SURVEY MAP

BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

## MORTGAGE CERTIFICATE

PORTAGE COUNTY BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON LOTS 1, 2, 3, AND 4, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATION OF CLASSIC DEVELOPMENT CORP. OF PLOVER, OWNER.

IN WITNESS WHEREOF, THE SAID PORTAGE COUNTY BANK HAS CAUSED THESE PRESENT TO BE SIGNED BY KEVIN K. KAWLESKI, ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 18<sup>th</sup> DAY OF October, 2022.

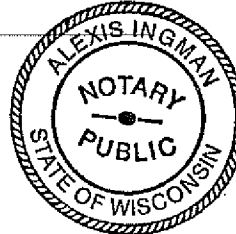
IN THE PRESENCE OF:

PORTAGE COUNTY BANK (SEAL)

SIGNED   
KEVIN K. KAWLESKI, PRESIDENT

STATE OF WISCONSIN  
PORTAGE COUNTY ) SS  
PERSONALLY CAME BEFORE ME THIS 18<sup>th</sup> DAY OF October, 2022, KEVIN, K. KAWLESKI, PRESIDENT, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

  
NOTARY PUBLIC, PORTAGE COUNTY, WISCONSIN  
Expires March 25, 2025



## VILLAGE OF PLOVER/ VILLAGE BOARD

RESOLVED THAT THIS CERTIFIED SURVEY MAP FOR CLASSIC DEVELOPMENT CORP. OF PLOVER, IS HEREBY APPROVED BY THE VILLAGE OF PLOVER/ VILLAGE BOARD RESOLUTION NO. 10-19-22

DATE: 10/17/22

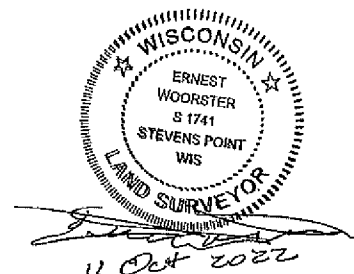
SIGNED:   
TOM DAVIES  
VILLAGE PRESIDENT

ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF PLOVER.

DATE: 10/17/22

SIGNED:   
KAREN M. SWANSON  
VILLAGE CLERK

SHEET 4 OF 5 SHEETS



## PORTAGE COUNTY CERTIFIED SURVEY MAP

BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

### UTILITY EASEMENT PROVISIONS

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY CLASSIC DEVELOPMENT CORP. OF PLOVER, GRANTORS, TO

AT&T TELECOMMUNICATIONS COMPANY, GRANTEE, AND  
AMHERST TELEPHONE COMPANY, GRANTEE, AND  
WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE, AND  
CENTRAL WISCONSIN COMMUNICATIONS LLC, GRANTEE, AND  
CHARTER COMMUNICATIONS OPERATING LLC, GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THEIR PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

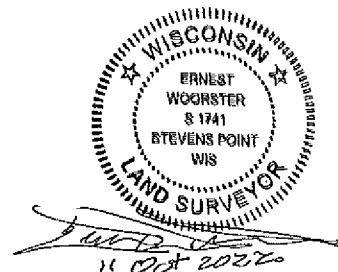


Exhibit G

UNRECORDED PLAT OF RED SUNSET COURT SUBDIVISION FOLLOWS THIS PAGE

# RED SUNSET COURT SUBDIVISION PLAT

A SUBDIVISION PLAT OF RED SUNSET COURT SUBDIVISION, BEING ALL OF CSU #11708 AS RECORDED WITH PORTAGE COUNTY REGISTER OF DEEDS RECORDED AS DOCUMENT #825265, LOCATED IN TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLEASANT, PORTAGE COUNTY, WISCONSIN.

## SURVEYOR'S CERTIFICATE

I, ANDREW CORRIAN, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT BY THE DIRECTION OF TIMBER RIDGE BUILDERS, LLC, I HAVE SURVEYED, DIVIDED AND MAPPED THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PARCEL OF LAND CONTAINING 300.85 SQUARE FEET (0.007 ACRES) BEING A PORTION OF THE 1/4 SECTION 25, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLEASANT, PORTAGE COUNTY, WISCONSIN, BEING THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLEASANT, PORTAGE COUNTY, WISCONSIN.

THAT I HAVE COMPALED PLAT WITH THE CURRENT PROVISIONS OF CHAPTER 231 AND CHAPTER 46 OF THE REVERSED WISCONSIN STATUTES AND THE EXISTING RECORDS.

THAT EACH PLAT CORRECTLY REPRESENTS ALL EXISTING RECORDS AND THE SUBDIVISION OF THE LAND SURVEYED.

CERTIFIED THIS 20th DAY OF 2023.

SIGNED: ANDREW CORRIAN

NOTARY PUBLIC

UTILITY EASEMENTS

NO UTILITY OR BARRICADE CABLES ARE TO BE PLACED SUCH THAT THE ALLOCATION OF THE UTILITY OR BARRICADE CABLES TO BE PLACED SHALL BE MADE BY THE UTILITY OR BARRICADE CARRIER. THE UTILITY OR BARRICADE CARRIER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY OR BARRICADE CABLES. THE UTILITY OR BARRICADE CARRIER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY OR BARRICADE CABLES. THE UTILITY OR BARRICADE CARRIER SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UTILITY OR BARRICADE CABLES.

NOTES

1. UTILITY EASEMENTS ARE SHOWN TO RIGHT OF WAY LINES. LINES SHALL BE SHOWN AND LOCATED TO PROTECT CONTINUITY.  
2. THE UTILITY EASEMENTS ARE SHOWN TO PROTECT CONTINUITY.  
3. THE UTILITY EASEMENTS ARE SHOWN TO PROTECT CONTINUITY.  
4. THE UTILITY EASEMENTS ARE SHOWN TO PROTECT CONTINUITY.  
5. THE UTILITY EASEMENTS ARE SHOWN TO PROTECT CONTINUITY.

BASE FOR BEARING

BASE FOR BEARING IS THE SOUTH LINE OF THE SOUTH LINE OF SEC. 25, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLEASANT, PORTAGE COUNTY, WISCONSIN.

LEGEND

1. 1/4" REBAR FOUND  
2. 1/4" REBAR FOUND  
3. 1/4" REBAR FOUND  
4. 1/4" REBAR FOUND  
5. 1/4" REBAR FOUND

VICINITY MAP

SITE

2023

2023

2023

2023

2023

2023

2023

2023

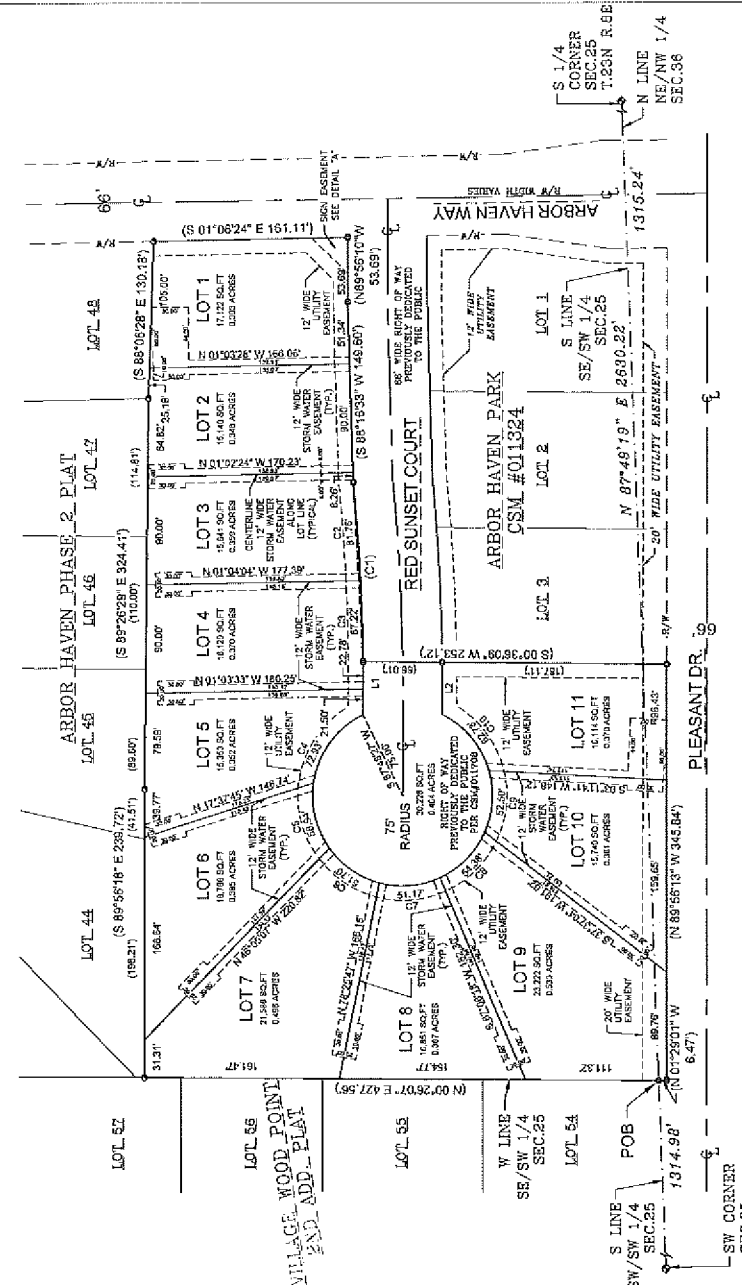
2023

2023

2023

2023

2023



## CURVE DATA TABLE

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
2	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
3	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
4	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
5	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
6	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
7	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
8	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
9	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
10	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
11	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'

## LINE DATA TABLE

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING	CHORD LENGTH
1	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
2	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
3	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
4	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
5	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
6	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
7	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
8	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
9	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
10	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'
11	S 89°55'18" E 238.72'	238.72'	S 89°55'18" E 238.72'	238.72'

## DEVELOPER

TIMBER RIDGE BUILDERS, LLC  
10155 COUNTY ROAD  
ARBORE HAVEN, WI 54801

## SURVEYOR

ANDREW CORRIAN, PLS #230  
RETIRED CORPORATION  
10155 COUNTY ROAD  
ARBORE HAVEN, WI 54801  
PAC 7/1/2023

## ARBORE HAVEN PARK

CSM #01324

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

## LEGEND

1. 1/4" REBAR FOUND  
2. 1/4" REBAR FOUND  
3. 1/4" REBAR FOUND  
4. 1/4" REBAR FOUND  
5. 1/4" REBAR FOUND

VICINITY MAP

SITE

2023

2023

2023

2023

2023

2023

2023

2023

2023

2023

2023

## DEVELOPER

TIMBER RIDGE BUILDERS, LLC  
10155 COUNTY ROAD  
ARBORE HAVEN, WI 54801

## SURVEYOR

ANDREW CORRIAN, PLS #230  
RETIRED CORPORATION  
10155 COUNTY ROAD  
ARBORE HAVEN, WI 54801  
PAC 7/1/2023

## ARBORE HAVEN PARK

CSM #01324

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

## LEGEND

1. 1/4" REBAR FOUND  
2. 1/4" REBAR FOUND  
3. 1/4" REBAR FOUND  
4. 1/4" REBAR FOUND  
5. 1/4" REBAR FOUND

VICINITY MAP

SITE

2023

2023

2023

2023

2023

2023

2023

2023

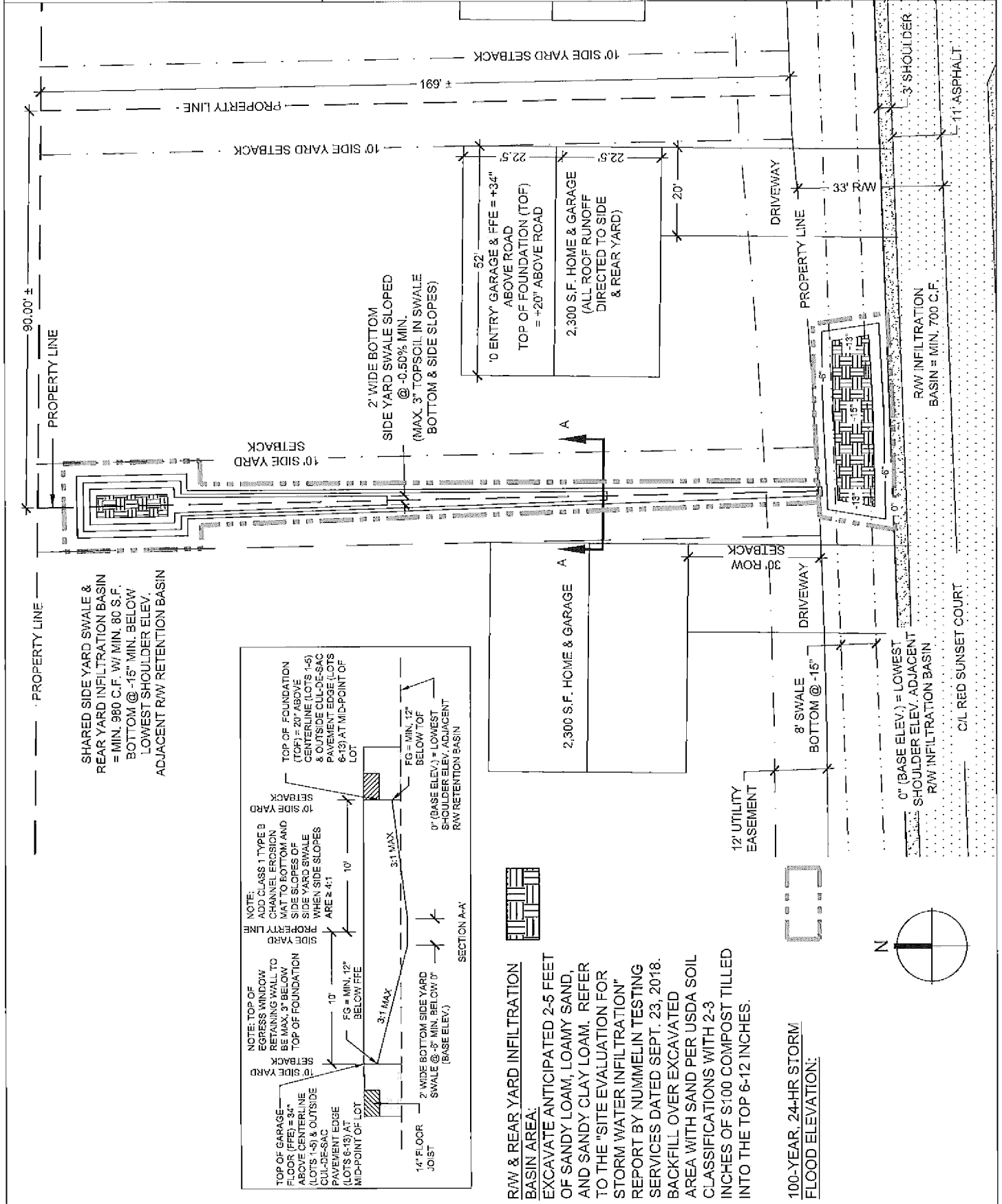
2023

2023

2023

[illegible]

EXHIBIT 6.1



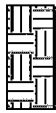
3317 Business Park Drive, Stevens Point, WI 54481  
Telephone: 715 - 341 - 2633, Fax: 715 - 341 - 3431  
email: info@rettlers.com, website: www.rettl.com

RETTLER corporation

ARBOR HAVEN SUBDIVISION -  
RED SUNSET COURT  
VILLAGE OF PLOVER, WI  
TYPICAL RESIDENTIAL CUL-DE-SAC LOT GRADING &  
DRAINAGE PLAN (LOT LINES 5/6 THRU 9/10)

Project No.: 18.059  
Project Name: Red Sunset Court  
Date: 02-20-23  
Scale: 1" = 30'  
CLASSIC DEVELOPMENT CORP.  
1811 BROOKKIDGE DRIVE  
PLOVER, WI 54467

EXHIBIT 6.2



R/W & REAR YARD INFILTRATION BASIN AREA:  
EXCAVATE ANTICIPATED 2-5 FEET OF SANDY  
LOAM, LOAMY SAND, AND SANDY CLAY LOAM.  
REFER TO THE "SITE EVALUATION FOR  
STORM WATER INFILTRATION" REPORT BY  
NUMMELIN TESTING SERVICES DATED SEPT.  
23, 2018. BACKFILL OVER EXCAVATED AREA  
WITH SAND PER USDA SOIL CLASSIFICATIONS  
WITH 2-3 INCHES OF \$100 COMPOST TILLED  
INTO THE TOP 6-12 INCHES.

100-YEAR, 24-HR STORM FLOOD ELEVATION:



PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

2.00%

PROPERTY LINE

10' SIDE YARD SETBACK

0' ENTRY GARAGE & FFE = +34'

2,300 S.F. HOME & GARAGE

TOP OF FOUNDATION (TOP)

2,300 S.F. HOME & GARAGE

ALL ROOF RUNOFF

DIRECTED TO SIDE

& REAR YARD

12' UTILITY EASEMENT

DRIVEWAY

DRIVEWAY

8' SWALE BOTTOM @ -15'

0' (BASE ELEV.) = LOWEST SHOULDER ELEV. ADJACENT INFILTRATION BASIN

2.00%

**AGREEMENT FOR THE INSPECTION AND MAINTENANCE OF  
STORMWATER MANAGEMENT PRACTICES**

**RECITALS:**

- A. Classic Development Corp. of Plover ("Owner") is the owner of Red Sunset Court – Lots 1 through 4 of Certified Survey Map No. 011708, more particularly described on Exhibit C attached hereto (the "Property").
- B. Owner desires to construct stormwater management practices on the Property in accordance with certain plans and specifications approved by the Village of Plover (the "Village").
- C. The Village requires Owner to record this Agreement for the Inspection and Maintenance of Stormwater Management Practices (this "Agreement") regarding maintenance of certain stormwater management practices ("Stormwater Management Practices") to be located on the Property all as more particularly described on Exhibit A. Owner agrees to maintain the Stormwater Management Practices and to grant to the Village the rights set forth below.

NOW, THEREFORE, in consideration of the Agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

1. Maintenance. Owner and its successors and assigns shall be responsible to inspect repair and maintain the Stormwater Management Practices located on the Property in good condition and in working order and such that the practices comply with approved plans on file with the Village. Said maintenance shall be solely at the Owner's cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. *Any specific maintenance tasks and their schedules shall be conducted in accordance with Exhibit A.*
2. Easement to Village. If Owner fails to maintain the Stormwater Management Practices as required in Section 1, then the Village shall have the right, after providing Owner with written notice of the maintenance issue (each, a "Maintenance Notice") and thirty (30) days to comply with the Village's Maintenance Notice, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. The Village will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of Property. All costs and expenses incurred by the Village in conducting such maintenance may be charged to Owner by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats.
3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for Portage County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Portage County, Wisconsin, a written instrument of termination signed by the Village and all of the then-owners of the Property.
4. Miscellaneous.
  - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Classic Development Corp. of Plover  
1811 Brookridge Drive  
Plover, WI 54467

**896837**

**CYNTHIA A. WISINSKI  
REGISTER OF DEEDS  
PORTAGE COUNTY  
STEVENS POINT, WI  
RECORDED ON  
05/19/2023 11:49 AM**

**REC FEE: 30.00  
TRANSFER FEE:  
PAGES: 10  
FEE EXEMPT:**

This space reserved for recording data

Return to:  
Village of Plover  
2400 Post Road  
Plover, WI 54467  
Attn: Community Development Manager

PIN#s: 173-23-0825-12.12, 173-23-0825-12.13,  
173-23-0825-12.14, 173-23-0825-12.15

If to the Village: Village of Plover  
2400 Post Road  
Plover, WI 54467  
Attn: Community Development Manager

Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants, and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns. Per covenant requirements, there shall be perpetual existence of a Home Owners Association & Architectural Review Committee.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ATTENTION OWNER(S): THE VILLAGE OF PLOVER REPRESENTATIVES MUST REVIEW THIS DOCUMENT IN ITS ENTIRETY, AND THEN SIGN IT BEFORE A NOTARY. DO NOT RECORD THIS DOCUMENT UNTIL IT HAS BEEN APPROVED BY VILLAGE OF PLOVER REPRESENTATIVES.

X Mary Wolf State of WI, County of Portage; Subscribed  
Signature - Village of Plover Representative(s) and sworn before me on MAY 19, 2023  
by the above named person(s).

Gary Wolf, President NOTARY PUBLIC  
Print or Type Name and Title

Karen M. Swanson  
Print or Type Name  
My Commission Expires February 6, 2026

KAREN M. SWANSON  
NOTARY PUBLIC  
STATE OF WISCONSIN

X Keith E. Helmick State of WI, County of Plover; Subscribed  
Owner Signature (only sign before a Notary Public of WI) and sworn before me on 5-19-2023  
by the above named person(s).

KEITH E. HELMRICK, PRESIDENT NOTARY PUBLIC  
Print or Type Name and Title

Stephanie Wilhel  
Print or Type Name  
My Commission Expires 5-4-2025

STEPHANIE A. WILHELM  
NOTARY PUBLIC  
STATE OF WISCONSIN

**EXHIBIT A**  
**Stormwater Management Practices to be Inspected and Maintained**

Legal Description of Property: Lots 1-4 of Certified Survey Map No. 011708 – attached as Exhibit C

Parcel Identification Number's (PIN): 173-23-0825-12.12, 173-23-0825-12.13, 173-23-0825-12.14  
173-23-0825-12.15

**Stormwater Management Practices Included in this Agreement are identified below and shown on the attached Exhibit B Map:**

- Infiltration Basins
- Stormwater Conveyance Swales

**Specific Inspection and Maintenance Requirements:**

Short Term Maintenance (during construction and/or restoration):

- The Owner or contractor shall perform inspection of all facilities during construction and until site stabilization.
- Inspections during construction shall be weekly and/or after a rainfall event of 0.5" or more.
- Repairs necessary to restore the facility to design performance will be made within 48 hours of the inspection.
- Deficiencies include, but are not limited to, rill erosion, sediment deposition in the infiltration basins or behind perimeter control, and deposition of sediment on the tracking pad.
- Tracking on the public right-of-way shall be inspected regularly during days that construction traffic is leaving the construction site. Any excessive sediment tracked onto the public right-of-way shall be scraped immediately. Thorough sweeping, with appropriate equipment that physically picks up and removes the sediment (vs. pushing it to other locations within the public right-of-way) shall be conducted at the end of each working day during construction activities.

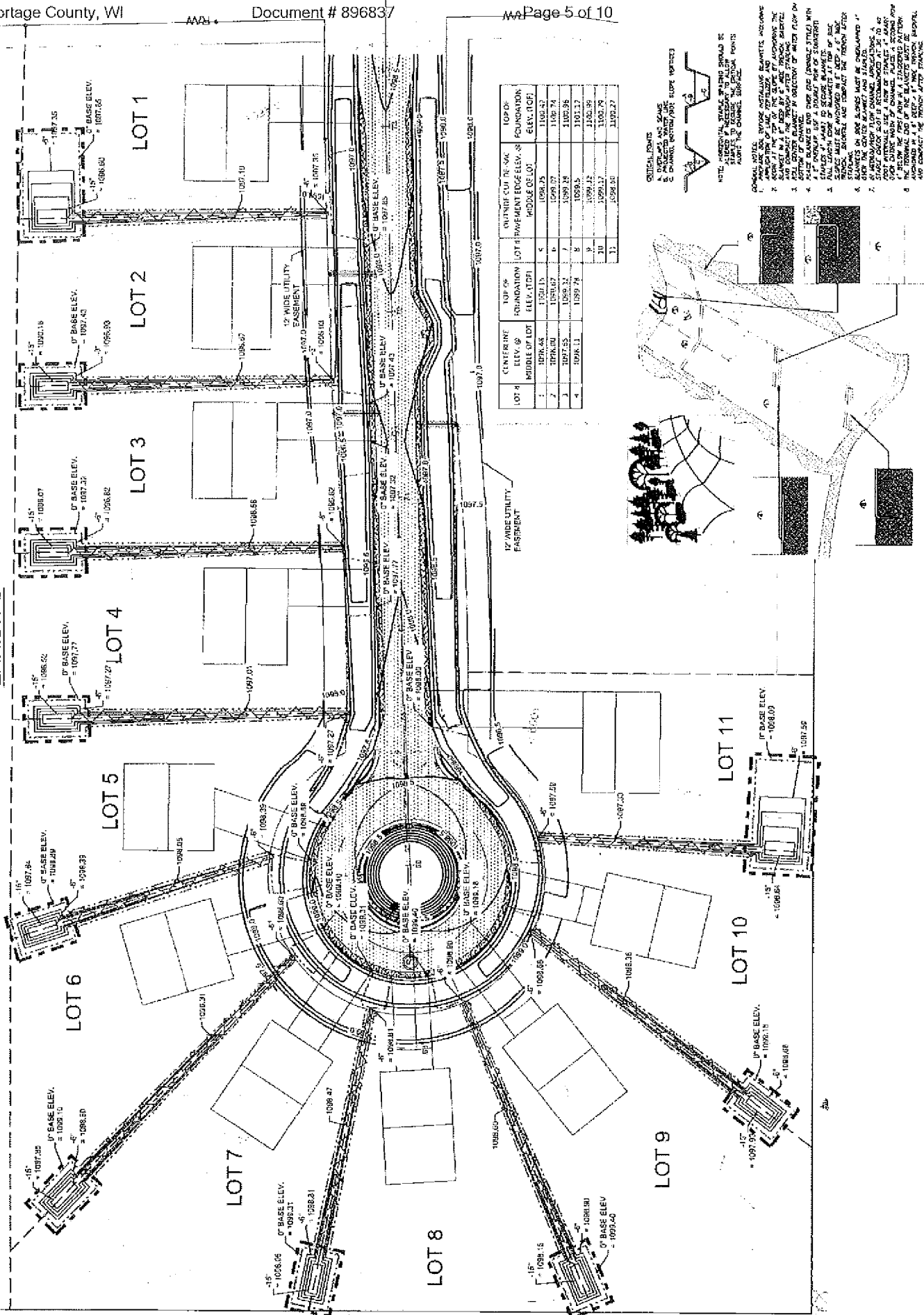
Long Term Maintenance:

- All stormwater provisions constructed as part of this project are permanent in location and function over time. The constructed stormwater provisions such as infiltration basins and stormwater conveyance swales shall not be removed or significantly altered without written permission from the Village of Plover's Public Works Department. Owner shall maintain records of inspections and maintenance as described below in accordance with the Village of Plover Municipal Code of Ordinances. Inspections and maintenance reports shall be submitted to the Village of Plover's Public Works Department on an annual basis.
- Inspector qualifications for Long Term Maintenance: Inspectors under this item shall maintain a current Registered Professional Engineer or Landscape Architect License in the State of Wisconsin or possess an alternate certification approved by the Village of Plover's Community Development Manager.
- Inspections shall be hired by the Arbor Haven Homeowners Association and any remediation required shall be the responsibility of the property owner.
- Stormwater Management Practices showing signs of soil erosion should be repaired. Stormwater Management Practices or parts of practices with no vegetation shall be restored to good vegetated catch.
- Inspections of infiltration basins and stormwater conveyance swales shall be done at least semi-annually in late spring and early fall. Note the condition of vegetation as part of inspection. If standing water is observed over 50% of the pond floor 3 days after rainfall, the practice is considered clogged and efforts should be undertaken to unclog it. Acceptable efforts include removing the top 2 to 3 inches of soil, chisel plowing and adding engineered compost material. If deep tilling is used, the practice shall be

**EXHIBIT A**  
**Stormwater Management Practices to be Inspected and Maintained**

drained and the soils dried to a depth of 8 inches. After procedures, the owner /operator shall reseed or replant vegetation per qualified vegetation management consultant recommendations.

EXHIBIT B



CLASS I TYPE B EROSION MAT - CHANNEL

100-YEAR, 24-HR STORM FLOOD ELEVATION

REAR YARD INFILTRATION BASIN

SIDE YARD SWALE

EXHIBIT C

892695

CYNTHIA A. WISINSKI  
REGISTER OF DEEDS  
PORTAGE COUNTY  
STEVENS POINT, WI  
RECORDED ON  
10/26/2022 02:08 PM

REC FEE: 30.00  
TRANSFER FEE:  
PAGES: 5  
FEE EXEMPT:

THIS IS A SWIFT DOCUMENT

CSM# 011708

PORTAGE COUNTY CERTIFIED SURVEY MAP

LEGAL DESCRIPTION

CERTIFIED SURVEY MAP FOR CLASSIC DEVELOPMENT CORP. OF PLOVER, BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 38, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

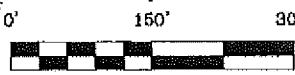
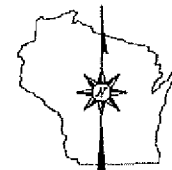
BASE FOR BEARING

THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 25, RECORDED TO BEAR S 87°49'19" W (REF. CSM 10964-50-94)

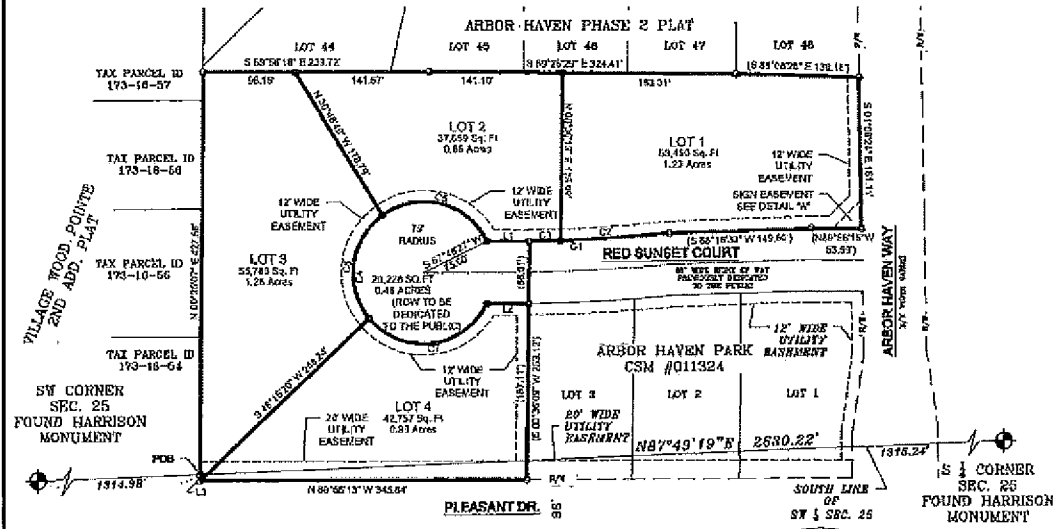
SPACE RESERVED FOR RECORDING INFORMATION

LEGEND

- 3/4" X 24" REBAR SET 1.50 LBS/FT
- ⊙ 3/4" REBAR FOUND
- ⊙ 1-1/4" REBAR FOUND
- ⊙ HARRISON MONUMENT FOUND

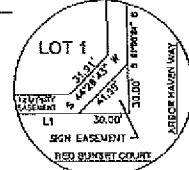


SCALE 1" = 150'



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1710.86'	148.98'	148.91'	S 85°53'56" W	4°58'19"
C2	1706.34'	115.45'	115.42'	S 85°20'24" W	3°52'33"
C3	1861.49'	33.51'	33.51'	N 88°49'25" E	1°09'21"
C4	75.00'	402.88'	88.01'	N 00°05'03" W	307°47'00"
C5	75.00'	130.67'	114.76'	S 76°08'17" E	89°49'28"
C6	75.00'	122.82'	109.55'	N 07°04'07" E	83°49'48"
C7	75.00'	149.40'	125.89'	S 83°05'20" W	114°07'47"

LINE	BEARING	DISTANCE
L1	N 89°53'43" W	38.17'
L2	N 89°53'43" W	35.99'
L3	N 01°25'01" W	15.47'



SIGN EASEMENT  
DETAIL 'A'  
NOT TO SCALE

**RETTLER** LAND SURVEY DIVISION  
corporation  
REGISTERED LAND SURVEYOR  
ERNEST WOOSTER #1741  
715-341-2633

THIS INSTRUMENT WAS DRAFTED BY ANDREW COFRAN  
AND DRAWN BY ANDREW COFRAN

JOB # 19.059 SHEET 1 OF 5 SHEETS

**PORTAGE COUNTY CERTIFIED SURVEY MAP**

**BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.**

I, ERNEST WOORSTER PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF CLASSIC DEVELOPMENT CORP. OF PLOVER, I HAVE SURVEYED, DIVIDED, AND MAPPED THE FOLLOWING DESCRIBED PARCEL OF LAND.

**SURVEYOR'S CERTIFICATE**

A PARCEL OF LAND CONTAINING 209,884 SQUARE FEET, (4.82 ACRES) BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

THE EXTERIOR BOUNDARY OF SAID PARCEL OF LAND IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 25, TOWNSHIP 23, RANGE 8 EAST;

THENCE N 87°49'19" E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4, OF THE SOUTHWEST 1/4, OF SECTION 25, 1315.24 FEET TO THE SOUTHWEST CORNER THEREOF, BEING THE SOUTHEAST CORNER OF VILLAGE WOOD POINTE, 2<sup>ND</sup> ADDITION AND MARKED BY A 3/4" REBAR FOUND AND THE POINT OF BEGINNING;

THENCE N 00°26'07" E ALONG THE EAST LINE OF SAID SUBDIVISION, AND THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, 427.56 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL MARKED BY A 1 1/4" REBAR FOUND;

THENCE S 89°56'18" E, ALONG THE SOUTH LINE OF ARBOR HAVEN PHASE 2 SUBDIVISION 239.72 FEET MARKED BY A 1 1/4" REBAR FOUND;

THENCE S 89°26'39" E, ALONG THE SOUTH LINE OF SAID SUBDIVISION 324.41 FEET MARKED BY A 1 1/4" REBAR FOUND;

THENCE S 88°06'28" E, ALONG THE SOUTH LINE OF SAID SUBDIVISION 130.18 FEET TO A POINT ON THE WEST RIGHT OF WAY OF ARBOR HAVEN WAY AND MARKED BY A 3/4" REBAR FOUND;

THENCE S 01°06'24" E ALONG SAID RIGHT OF WAY 161.11 FEET TO THE NORTH RIGHT OF WAY OF RED SUNSET COURT ALSO BEING THE NORTH LINE OF ARBOR HAVEN PARK CSM #011324 AND MARKED BY A 3/4" REBAR FOUND;

THENCE N 89°56'15" W ALONG SAID RIGHT OF WAY 53.69 FEET, AND MARKED BY A 3/4" REBAR FOUND;

THENCE S 88°16'39" W ALONG SAID RIGHT OF WAY 149.60 FEET, TO THE START OF A CURVE AND MARKED BY A 3/4" REBAR FOUND;

THENCE SOUTHWESTERLY 148.96 FEET ALONG THE ARC OF A CURVE, CENTER OF WHICH LIES TO THE NORTH, RADIUS OF 1710.00 FEET, DELTA ANGLE OF 4°59'28", CHORD OF WHICH BEARS S 86°53'58" W 148.91 FEET AND MARKED BY A 3/4" REBAR FOUND;

THENCE S 00°36'09" W 253.12 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF PLEASANT DRIVE AND MARKED BY A 3/4" REBAR FOUND;

THENCE N 88°56'13" W ALONG SAID RIGHT OF WAY 345.835' TO THE SOUTHWEST CORNER OF CSM #10964 AND MARKED BY A 3/4" REBAR FOUND;

THENCE N 01°29'01" W 6.47 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

THAT I HAVE COMPLIED FULLY WITH THE CURRENT PROVISIONS OF CHAPTER 236.34, AND CHAPTER A-E7 OF THE REVISED WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCES OF PORTAGE COUNTY IN SURVEYING, DIVIDING, AND MAPPING SAME.

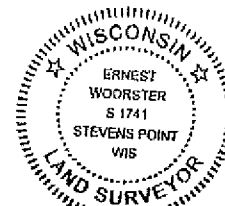
THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND MAPPED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS SURVEY IS SUBJECT TO ROADWAYS, EASEMENTS, AND RESERVATIONS, OF RECORD.

CERTIFIED THIS 22ND DAY OF SEPTEMBER, 2022.

SIGNED: ERNEST WOORSTER PLS 1741

SHEET 2 OF 5 SHEETS



*[Handwritten signature]*  
11 Oct 2022

### PORTAGE COUNTY CERTIFIED SURVEY MAP

BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

#### OWNER'S CERTIFICATE

CLASSIC DEVELOPMENT CORP. OF PLOVER, AS OWNERS OF LOTS 1, 2, 3, AND 4 HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED IN THIS MAP TO BE SURVEYED, DIVIDED, MAPPED, AND DEDICATED AS REPRESENTED ON THIS MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY SECTION 236.34 OF THE REVISED WISCONSIN STATUTES TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: THE VILLAGE OF PLOVER.

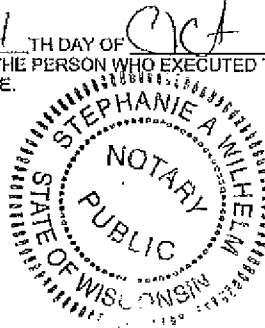
Keith E. Helmrick  
KEITH E. HELMRICK, PRESIDENT  
David W. Moodie  
DAVID W. MOODIE, SECRETARY

10-24-22  
DATE  
10-24-22  
DATE

STATE OF WISCONSIN  
(SS)  
PORTAGE COUNTY

PERSONALLY APPEARED BEFORE ME ON THIS 24 TH DAY OF OCT, 2022.  
THE ABOVE NAMED OWNERS TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE  
FORGOING INSTRUMENT AND ACKNOWLEDGED SAME.

Stephanie A. Wilhelm  
NOTARY PUBLIC  
Portage COUNTY, WI  
MY COMMISSION EXPIRES 5-4-2025



#### OWNER'S GRANT OF EASEMENT CERTIFICATE

CLASSIC DEVELOPMENT CORP. OF PLOVER AS OWNER, HEREBY CERTIFY THAT WE CAUSED THE EASEMENTS SHOWN TO BE GRANTED AS REPRESENTED ON THIS MAP. SHOWN UTILITY EASEMENTS NOT CREATED BY OTHER INSTRUMENTS ARE FOR FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV.

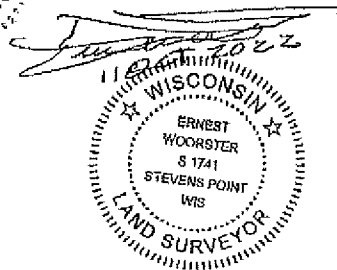
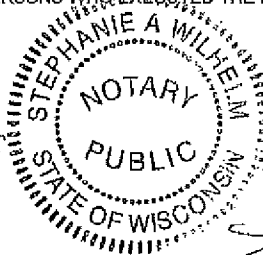
Keith E. Helmrick  
KEITH E. HELMRICK, PRESIDENT  
David W. Moodie  
DAVID W. MOODIE, SECRETARY

10-24-22  
DATE  
10-24-22  
DATE

STATE OF WISCONSIN  
(SS)  
PORTAGE COUNTY

PERSONALLY APPEARED BEFORE ME ON THE 24 DAY OF OCT, 2022. THE ABOVE  
NAMED OWNERS TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT  
AND ACKNOWLEDGED THE SAME.

Stephanie A. Wilhelm  
NOTARY PUBLIC  
Portage COUNTY, WI  
MY COMMISSION EXPIRES 5-4-2025



## PORTAGE COUNTY CERTIFIED SURVEY MAP

BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

## MORTGAGE CERTIFICATE

PORTAGE COUNTY BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LAND DESCRIBED ON LOTS 1, 2, 3, AND 4, AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATION OF CLASSIC DEVELOPMENT CORP. OF PLOVER, OWNER.

IN WITNESS WHEREOF, THE SAID PORTAGE COUNTY BANK HAS CAUSED THESE PRESENT TO BE SIGNED BY KEVIN K. KAWLESKI, ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 18<sup>th</sup> DAY OF October, 2022.

IN THE PRESENCE OF:

PORTAGE COUNTY BANK (SEAL)

SIGNED

[Signature]  
KEVIN K. KAWLESKI, PRESIDENT

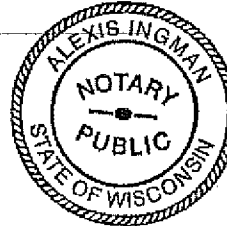
STATE OF WISCONSIN)

PORTAGE COUNTY ) SS

PERSONALLY CAME BEFORE ME THIS 18<sup>th</sup> DAY OF October, 2022, KEVIN, K. KAWLESKI, PRESIDENT, OF THE ABOVE NAMED CORPORATION, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND TO ME KNOWN TO BE SUCH PRESIDENT OF SAID CORPORATION, AND ACKNOWLEDGE THAT HE EXECUTED THE FOREGOING INSTRUMENT AS SUCH OFFICER AS THE DEED OF SAID CORPORATION, BY ITS AUTHORITY.

NOTARY PUBLIC, PORTAGE COUNTY, WISCONSIN

Expires March 25, 2025



## VILLAGE OF PLOVER/ VILLAGE BOARD

RESOLVED THAT THIS CERTIFIED SURVEY MAP FOR CLASSIC DEVELOPMENT CORP. OF PLOVER, IS HEREBY APPROVED BY THE VILLAGE OF PLOVER/ VILLAGE BOARD RESOLUTION NO. 10-19-22

DATE: 10/17/22

SIGNED

[Signature]  
TOM DAVIES  
VILLAGE PRESIDENT

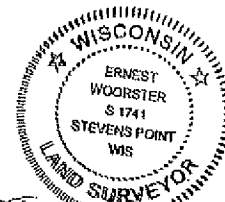
ADOPTED BY THE VILLAGE BOARD OF THE VILLAGE OF PLOVER.

DATE: 10/17/22

SIGNED

[Signature]  
KAREN M. SWANSON  
VILLAGE CLERK

SHEET 4 OF 5 SHEETS



11 Oct 2022

**PORTAGE COUNTY CERTIFIED SURVEY MAP**

BEING PART OF CERTIFIED SURVEY MAP #10964-50-94, LOCATED IN SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, OF SECTION 25, AND THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

**UTILITY EASEMENT PROVISIONS**

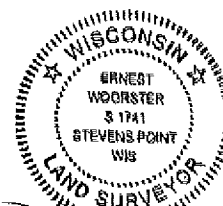
AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY CLASSIC DEVELOPMENT CORP. OF PLOVER, GRANTORS, TO

AT&T TELECOMMUNICATIONS COMPANY, GRANTEE, AND  
AMHERST TELEPHONE COMPANY, GRANTEE, AND  
WISCONSIN PUBLIC SERVICE CORPORATION, A WISCONSIN CORPORATION, GRANTEE, AND  
CENTRAL WISCONSIN COMMUNICATIONS LLC, GRANTEE, AND  
CHARTER COMMUNICATIONS OPERATING LLC, GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH THE OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THEIR PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS, WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN SIX INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THIS UTILITY EASEMENT PROVISION DOES NOT PREVENT OR PROHIBIT OTHERS FROM UTILIZING OR CROSSING THE UTILITY EASEMENT AS THE UTILITY EASEMENT(S) ARE NON-EXCLUSIVE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

SHEET 5 OF 5 SHEETS



11 OCT 2022