

**2019R06622**

TIFFANY R. RINGER  
WOOD COUNTY  
REGISTER OF DEEDS

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Name and Return Address

Classic Development  
Corp. of Plover  
1811 Brookridge Dr  
Plover, WI 54467

Parcel Identification Number  
(PIN)

24-00007, 24-00009,  
24-00009B, 24-00014,  
24-00066

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS  
BRIDGEWATER SUBDIVISION  
VILLAGE OF BIRON, WOOD COUNTY, WISCONSIN**

A. Classic Development Corp. of Plover (the "Developer") is executing this Declaration of Covenants, Restrictions and Conditions for Bridgewater Subdivision, in order to make the lots in Bridgewater Subdivision subject to the Declaration.

These Restrictive Covenants are established as a general plan for the development and improvement of all Lots in the 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 the Development (as described below) shall be held, sold, occupied, conveyed, and transferred subject to these Restrictive Covenants.

Pursuant to the foregoing, the Declaration, 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 Biron, Wood County, Wisconsin:

Lots One (1) through (48) and Outlots One (1) through Four (4) of the Plat of Bridgewater Subdivision recorded August 14, 2019 as Document Number ~~2009R0642~~ (See Attached Exhibit A). \*In Volume 13 on Page 164 2019R06442

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

This is the first phase of the Bridgewater Development and there will be additional phases of the Bridgewater Development in the future. Attached, for reference only, is the master plan of the Bridgewater Development (See Attached Exhibit B). The master plan may be revised as additional phases are developed and these Restrictive Covenants shall be amended as applicable.

## 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 Owners, as described in this Declaration and other documentation for the Development, as approved by the Village of Biron.

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

"Lot" or "Lots" shall mean the lots subject to this Declaration and identified herein, other than Outlots within the Development.

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

"Outlots" shall mean the specifically described outlots 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 Bridgewater 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, licensed child care center, 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.

## ARTICLE III

### EASEMENTS, UTILITIES AND RIGHTS GRANTED TO CONSOLIDATED WATER POWER COMPANY

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 and "green space" buffer areas, if any, signs, trails, water utilities, sewer utilities, electric utilities, natural gas utilities, and communications utilities (telephone and cable).

3.2 Location of Utilities. All utilities within Bridgewater 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. The existing overhead utility lines are exempt from this requirement. 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 and drain 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 Cranberry Ditch Maintenance Easement. Lots 31-37 are subject to a 30' ditch maintenance easement adjacent to the cranberry ditch. This easement was granted to JJW Cranberries, LLC for the purpose of providing access to the ditch to perform maintenance as needed for their cranberry operation. This easement was recorded on January 13, 2009 as document number 2009R00391.

3.5 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 9.7 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 Biron, Wisconsin, including 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.

3.6 Rights of Consolidated Water Power Company (CWPCO). Pursuant to the terms of the Biron Land Exchange and Development Agreement executed on July 26, 2019 by and between CWPCO, the Biron Licensee Group and the Developer, all of the property in the Development is subject to the rights and conditions contained in the attached Exhibit H-1 "QUIT CLAIM DEED AND INTEREST IN REAL PROPERTY" and "INTERESTS IN REAL PROPERTY" documents.

## 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 Bridgewater 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, description of exterior materials and colors, fence and wall elevations and details; and
- (b) Site and landscaping plans for the Lot showing proposed grading, 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 Biron, Wood County, Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers. Certain areas of the Development are subject to specific Shore Land, Flood Plain and Wetland requirements and restrictions and each Lot Owner is responsible for compliance with the rules, requirements and restrictions as applicable to their individual property.

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 restrictions or requirements.

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 from the public road right-of-way with the exception of corner lots which will be allowed to be constructed with thirty (30) feet of setback on the side yard.

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 1-12 and 31-37:

<u>Type of Residential Dwelling</u>	<u>Minimum Square Footage</u>
Single Story (ranch)	1,900 square feet
Two Story and 1 1/2 Story	2,100 square feet
Multi-Story (bi-level, tri-level)	1,700 square feet

Lots 13-28 and 38-43:

<u>Type of Residential Dwelling</u>	<u>Minimum Square Footage</u>
Single Story (ranch)	1,700 square feet
Two Story and 1 1/2 Story	1,900 square feet
Multi-Story (bi-level, tri-level)	1,500 square feet

Lots 29-30 and 44-48:

<u>Type of Residential Dwelling</u>	<u>Minimum Square Footage</u>
Single Story (ranch)	1,500 square feet
Two Story and 1 1/2 Story	1,800 square feet
Multi-Story (bi-level, tri-level)	1,400 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 1-12 and 31-37: 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 1-12 and 31-37. If smart side type product, masonry siding or other similar siding material is utilized, there shall be a minimum of 30% accent material on the front elevation. Accent material may include brick, stone, culture stone, stucco and other accent siding material. 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 13-28 and 38-43: 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 type product, masonry siding or other similar siding material is utilized, there shall be a minimum of 30% accent material on the front elevation. Accent material may include brick, stone, culture stone, stucco and other accent siding material. 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 29-30 and 44-48: 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 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 and other accent siding material. 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.

(f) Exposed Concrete Foundations. No exposed poured concrete or concrete block over twelve (12) inches above grade shall be permitted on any house. Where block or concrete would otherwise be exposed, it must be covered by the house siding or other approved building materials listed in section 5.2(e). This includes exposed areas on any walk-out or partially exposed foundation.

5.3 Construction Deadline. Every residential structure erected shall be required to have acquired building permits and commence construction within twenty-four (24) months from the date of closing on the lot, and shall complete construction, including driveway installed and

Owner-occupied within thirty (30) months from the date of closing on the lot (the "Construction Time Frame"). In the event that the Construction Time Frame is not met by the Lot Owner, the Developer may repurchase the Lot by exercising the Option to Purchase, as defined in Section 5.4 below. Extensions to the Construction Time Frame may be granted only in writing by the Developer.

5.4 Option to Purchase. The Developer hereby retains an irrevocable and exclusive Option to Purchase (Option) a lot when permitted pursuant to section 5.3. To exercise this Option, Developer shall provide written notice to the Lot Owner ("Option Notice") that it is exercising its Option and may exercise the Option at any time when permitted. The Option Notice shall specify a time and date for the closing not less than thirty (30) nor more than sixty (60) days from the date of delivery of the Option Notice. Within five (5) business days of the Lot Owner's receipt of the Option Notice, Lot Owner shall execute and deliver to Developer an offer to purchase in substantially the form of the WB-13 Vacant Land Offer to Purchase, pursuant to which Developer shall purchase and Lot Owner shall sell and convey the Lot. The purchase price for the Lot shall be the sum of the purchase price paid for the parcel added to all special assessments that have been paid by the Lot Owner which were levied against the Lot during the period of the Lot Owner's ownership. At the time of the closing date, unpaid real estate taxes and interest, a proration of the then current year's real estate taxes through the closing date, and the premium for title insurance in the amount of the purchase price shall be paid out of the purchase price.

5.5 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 ten (10) 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, siding material and accent 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, metal roofs or other materials, are strictly prohibited.

5.6 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 Owners shall comply with the following minimum landscaping requirements and restrictions:

(a) Lawn Area. 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.

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

5.8 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 two (2) feet 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.

5.9 Liquid Propane Tanks. Liquid Propane tanks shall be placed in a location approved by the ARC as part of the site plan approval. In general, tanks should be either buried or screened from view from the street and adjacent Lots.

5.10 Swimming Pools. All swimming pools must be submitted to the ARC for review and approval of location and required screening and/or fencing. In-ground swimming pools are permitted. Any above ground pool requires specific approval from the ARC and are limited to permanently erected swimming pools. No temporary swimming pools are allowed at any time.

5.11 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.

5.12 Sanitary Sewer System. The Development is served by a low-pressure sanitary sewer system and specific grinder pumps must be used when connecting to the system. Approved grinder pump information is available from the project engineer, Larry Koopman at Lampert-Lee and Associates. All connections to the sanitary sewer must be approved and inspected by Lampert-Lee and the Village of Biron.

## ARTICLE VI

### GRADING, DRAINAGE AND STORM WATER MANAGEMENT

6.1 Storm Water Retention. 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. Each Lot Owner is required to comply with all Village of Biron, Wood County and State of Wisconsin rules applicable to storm water management. Additionally, each Lot grading plan must be submitted to the ARC for review and approval prior to any construction occurring on the

Lot. Any Lot Owner who violates this section shall be required to repair or restore the drainage swale, ditch 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. The following conditions are required by the 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. A 6' wide drainage easement shall be provided on each side lot line (3' on each side of the side lot lines). Infiltration basins for roof runoff shall be 1' deep by 6' wide by 100' long with 3:1 or flatter side slopes on each side lot line (900 CF each) or equivalent.
- c. An infiltration basin with storage volume of at least 50 CF shall be provided in each rear yard for rear yard storm water runoff.
- d. Filling roadside ditches/swales, side lot line infiltration basins and rear yard infiltration basins is prohibited.
- e. The ARC shall review all residential site plans for conformance with the required lot infiltration basins and roadside ditches/swales.
- f. Compaction from construction activities in storm water infiltration areas shall be mitigated by deep tilling or ripping the top 1' of soil in infiltration areas prior to topsoil placement.
- g. The minimum basement floor elevation for homes shall be 1036.33 to protect homes from high groundwater.
- h. Exhibit C (three pages) depicts a typical lot grading plan and cross sections for an acceptable site plan.
- i. Drain tile and sump pumps are recommended for all homes in the Development.

6.2 Street Shoulders. Each Lot Owner shall maintain the public street shoulder that abuts such Lot in compliance with Applicable Laws 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 as required by the Village of Biron.

## 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 Bridgewater . 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.

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, utility terrain vehicles and golf carts, when not in use shall be stored in a permitted garage or permitted storage structure on the Lot, except (i) for temporary periods of time not to exceed 14 days in any calendar year, and (ii) for not more than 1 personal, noncommercial, operational motor vehicle used by the Lot owner or such owner's immediate family members; and (iii) recreational boats twenty-five (25) feet or less in length may be parked during the months of May through September in an area immediately adjacent to the motor vehicle garage, but not closer than forty-five (45) feet from any public street right-of-way. This section shall not prohibit the temporary parking of such vehicles or trailers, for purposes of loading or unloading them at the Lot at which parked, for a period not exceeding seventy-two (72) hours. 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 Rental of Homes. Each residential home ("Home") on a Lot may be rented by written lease, provided that

- a. the term of the lease shall not be less than 180 days;
- b. the lease contains a statement obligating all tenants to abide by this Declaration and the Homeowners Association rules and regulations;
- c. the lease provides that any default arising out the tenant's failure to abide by this Declaration and the Homeowners Association rules and regulations shall be enforceable by the Homeowners Association as a third-party beneficiary to the Lease and that the Homeowners Association shall have, in addition to all rights and remedies provided under this Declaration and the Homeowners Association, the right to evict the tenant or terminate the Lease should any such violation continue or a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and
- d. A complete copy of the Lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm that the Lease meets the requirements of this section.

During the term of any lease, each Lot Owner shall remain liable for the compliance of all tenants of the Home with all provisions of this Declaration and the Homeowners Association rules and regulations and shall be responsible for securing such compliance from the tenants of the Home. The restrictions against leasing contained in this section may not be amended to impose further restrictions on the right to lease or be removed without the prior written consent of the Developer.

7.6 Firewood and Outdoor Wood Stoves. 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. Outdoor wood burning stoves or furnaces are prohibited.

7.7 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, the tree cutting plan for each lot must be submitted to the ARC with the site plan prior to construction. In general, mature healthy trees that do not interfere with house construction, grading, views of the water or other lot improvements should be maintained when practical.

7.8 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, or (ii) the Lot Owner shall purchase such required fixtures from the Developer.

7.9 Mailboxes. The US Postal Service (USPS) requires cluster mailboxes for the Development. The Developer shall initially install the cluster mailboxes in the locations approved by the USPS and the Village of Biron. The Bridgewater Homeowners Association shall be responsible for maintenance of the cluster mailboxes including snow removal and other maintenance as required.

7.10 Signs. No advertising of any nature or sign of any description shall be placed on or maintained on any Lot, except that 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. Notwithstanding the foregoing to the contrary, 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. Any subdivision identification sign or signs erected on a Lot by the Developer and one small (not exceeding 1 square foot in size) security system notice sign on each Lot shall be exempt from the prohibitions of this paragraph.

7.11 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 proper authorities, and in addition, costs and fines may be assessed to the Lot Owner as determined by the ARC.

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 Outlot. Pet owners are required to pick up their animal waste and properly dispose of it, wherever it may occur.

8.3 Antennas, Solar Panels, etc. No visible exterior antennas, windmills, satellite dishes, etc., in excess of thirty-six (36") inches in diameter shall be permitted on any Lot. Not more than two (2) satellite dishes less than thirty-six (36") inches in diameter shall be permitted with the advance written approval of the ARC, and then only if located in the most unobtrusive location.

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 Bridgewater Homeowners Association. As of the date of this Declaration, each Lot Owner shall have a one forty-eighth (1/48th) 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. As additional lots are platted in the Development, they will become Members of the Homeowners Association.

9.2 Property Owned by Homeowners Association. Outlots one (1), two (2), three (3) and four (4) of the plat of Bridgewater shall be transferred by Owner to the Bridgewater Homeowners Association. The Homeowners Association shall be responsible for all costs of maintenance, insurance, taxes and other expenses related to these Outlots.

9.3 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.

9.4 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.

9.5 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 48 Lots as shown on Exhibit A to purchasers, or (b) thirty (30) days after the Developer's election to waive its right of control.

9.6 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; until the lot is sold to a Lot Owner; or, until the house is occupied, whichever occurs first. There will be two categories of lots in the Homeowners Association, lots that have a boat slip assigned with the purchase of the lot (Lots 1-30 and 38-43) and lots that do not have a boat slip assigned (Lots 31-37 and 44-48). The Initial Assessments for lots with a boat slip is \$500.00 per year and for lots without a boat slip \$250.00 per year. This Assessment amount shall be in effect through December 31, 2020. 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 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 9.7 below.

9.7 Homeowners Association Obligations: The obligations of the Bridgewater Homeowners Association shall be established by the Directors of said Homeowners Association pursuant to the Association By-Laws. The Homeowners Association will be responsible for insurance and property taxes for Outlots 1-4 of the plat of Bridgewater. 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 sign and other common area improvements. In particular, the Homeowners Association shall be responsible for the maintenance and upkeep of permanent Subdivision signs, entry improvements, boulevard(s) and cul de sacs.

(2) Maintenance of any and all trails, paths, and walkways in Bridgewater and general maintenance of Outlots 2, 3 and 4 of the Plat of Bridgewater.

(3) Maintenance of the pond (Outlot 1) abutting lots 20-28 shall be the responsibility of those Lot Owners, and any future lots, that directly abut the pond.

(4) Maintenance and replacement, when needed, of the cluster pier structures and docks. In addition, this shall include the cost to remove and reinstall the pier structure and docks at any time as may be required.

(5) Maintenance of picnic areas, and typical picnic area improvements and equipment, as well as maintenance of the unassigned dock available for short-term use.

(6) 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

### BOAT SLIPS

10.1 Boat Slips. The Developer will provide boat slips in the common dockage area initially for Lots 1-30 and 38-43 as shown on the Plat of Bridgewater for the benefit of the Lot Owners in the Development. Additional slips will be added as future phases of the Development are platted. The pier structures shall be owned and maintained by the Homeowners Association. The right to the use of the slip shall be real property appurtenant to the Lot to which it is assigned. The individual slips are assigned to each Lot as Lots are sold based on the next available boat slip or the Buyers choice of available boat slips. Lot Owners for Lots 31-37 will have the right to install a Developer approved boat dock with the capacity for one watercraft in a location and configuration abutting their lot. The type, location and size of the boat dock must be approved by the ARC. The boat dock is required to be uniform with the other boat docks utilized in the Development.

10.2 Boat Slip and Common Area Covenants. Allowable and restricted activities for Common Owned property and dock area:

(1) Lot Owners of Lots 1-30 and 38-43 will receive an assigned boat slip with the purchase of a lot.

(2) Lot Owner may use the boat slip for docking their boat or may lease their boat slip to another Lot Owner in the Development. No individuals other than Lot Owners are allowed to lease or use a boat slip.

(3) Boat lifts may be installed by a Lot Owner at their designated boat slip. The boat lifts are the personal property of the Lot Owner and the installation, removal, maintenance and costs associated with them are the responsibility of the Lot Owner. Boat lifts must be removed prior to October 1 of each year and may be installed after May 15 of each year (after installation of docks in the spring).

(4) No permanent improvements shall be constructed in the dock area except those improvements installed or authorized by the Homeowners Association. Dock and trail installation is authorized under the conditions of a Dock License Agreement between the Developer and Consolidated Water Power Company (CWPC). The docks are located in the river adjacent to the CWPC owned shoreline buffer area and all of the terms and conditions of the Dock License Agreement must be adhered to by all Lot Owners or the License may be revoked



by CWPC. Docks may only be accessed on the CWPC authorized trails in the shoreline buffer zone. This includes both the trail from the Development to the shoreline trail and the trails from the shoreline trail to the dock clusters.

(5) Authorized Motorized Vehicles (AMVs) defined as golf carts, All-Terrain Vehicles (ATVs) and Utility Terrain Vehicles (UTVs), may be utilized on the Village Streets and County Highway U as allowed by applicable laws. AMVs may also be utilized on designated trail easement areas in the development. No motorized vehicles are to be operated in the Shoreline Buffer Zone. AMVs must have, at a minimum, operational headlights, taillights and brake lights.

(6) AMVs may be not operated in excess of 25mph at any time on Village Streets and County Highway U and not in excess of 15 mph on any trails in the Development. AMVs may not be operated by anyone under the age of 16 years.

(8) Quiet hours for common areas are from dusk to dawn.

## 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 11.2 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 10.4 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 two-thirds of the Lots of the Plat of Bridgewater have been sold to third party purchasers.

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 Owners 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 14<sup>th</sup> day of AUGUST, 2019.  
**Classic Development Corporation**

By: David W. Moodie  
David W. Moodie, its Secretary

By: Keith E. Helmrick  
Keith E. Helmrick, its President

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF PORTAGE    )

Personally came before me this 14<sup>th</sup> day of AUGUST, 2019, 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.

Peggy A. Kontney  
Notary Public, State of Wisconsin    Peggy A. Kontney  
My Commission expires: 12-06-2021

**CONSENT OF MORTGAGEE**

Nicholas James Burns Jr.

By: Nicholas James Burns Jr.

STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF PORTAGE    )

Personally came before me this 15<sup>th</sup> day of AUGUST, 2019, the above named Nicholas James Burns Jr to me known to be such person who executed the foregoing instrument and acknowledged that they executed the same.

Jonathan Rose  
Notary Public, State of Wisconsin    Jonathan Rose  
My Commission expires: 11-24-21

THIS INSTRUMENT WAS DRAFTED BY:

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

EXHIBIT A

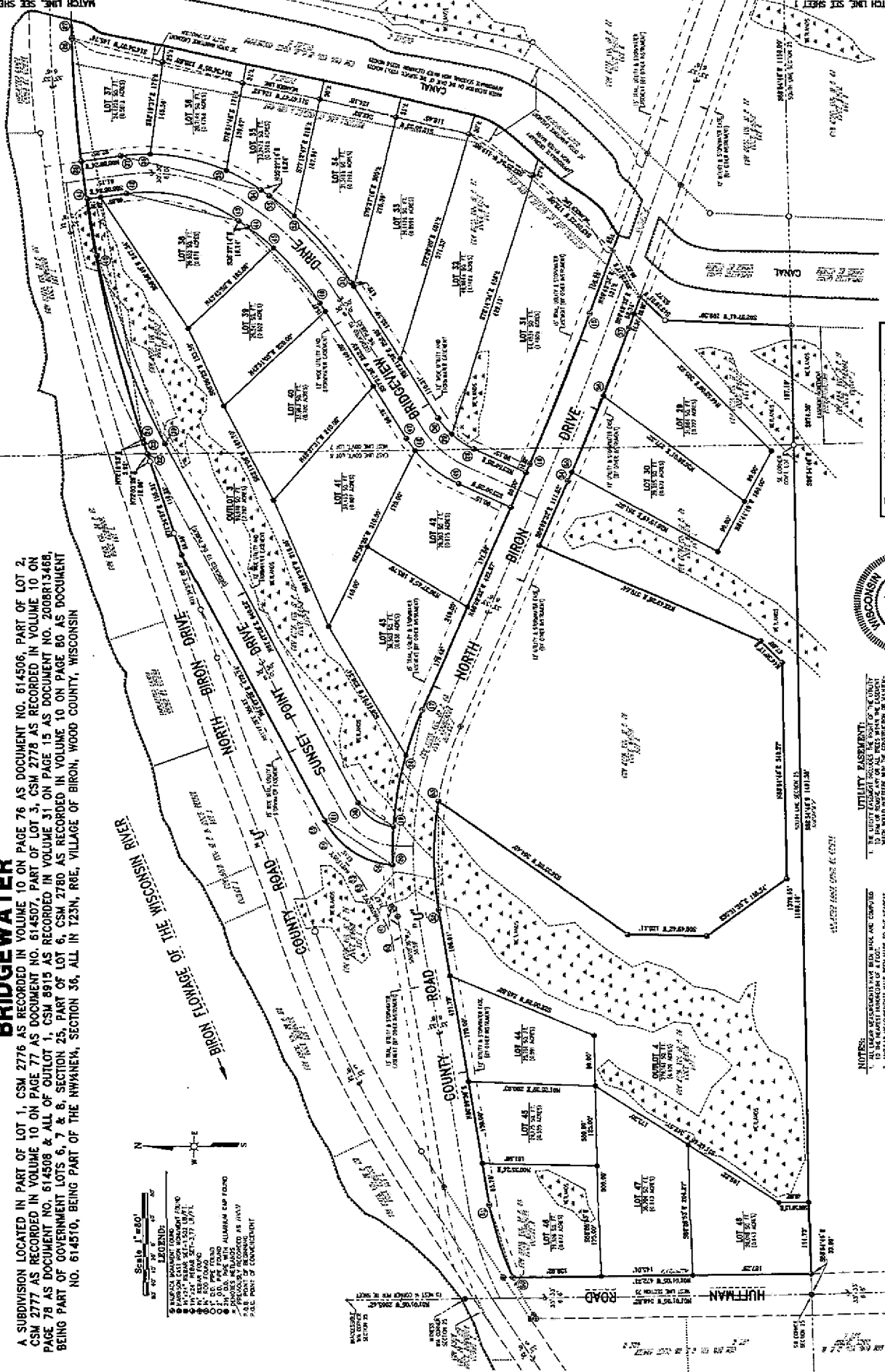
SEE ATTACHED PLAT OF BRIDGEWATER SUBDIVISION

(3 PAGES)



# BRIDGEWATER

A SUBDIVISION LOCATED IN PART OF LOT 1, CSM 2776 AS RECORDED IN VOLUME 10 ON PAGE 76 AS DOCUMENT NO. 614506, PART OF LOT 2, CSM 2777 AS RECORDED IN VOLUME 10 ON PAGE 77 AS DOCUMENT NO. 614507, PART OF LOT 3, CSM 2778 AS RECORDED IN VOLUME 10 ON PAGE 78 AS DOCUMENT NO. 614508 & ALL OF OUTLOT 1, CSM 9815 AS RECORDED IN VOLUME 31 ON PAGE 15 AS DOCUMENT NO. 2008R13468, BEING PART OF GOVERNMENT LOTS 6, 7 & 8, SECTION 25, PART OF LOT 6, CSM 2780 AS RECORDED IN VOLUME 10 ON PAGE 80 AS DOCUMENT NO. 614510, BEING PART OF THE NYAWHEM, SECTION 36, ALL IN T23N, R9E, VILLAGE OF BIRON, WOOD COUNTY, WISCONSIN



**UTILITY EASEMENT:**

1. THE UTILITY EASEMENT GRANTORS HEREBY AGREE TO GRANT TO THE CITY OF HOUSTON, TEXAS, AND ITS SUCCESSORS, A PERPETUAL EASEMENT IN AND TO THE TRACT OF LAND DESCRIBED AS LOT 1, BLOCK 1, SUBDIVISION 1, OF THE HOUSTON TRACT, CITY OF HOUSTON, TEXAS, FOR THE PURPOSES OF INSTALLING, MAINTAINING, OPERATING, AND REMOVING UTILITY LINES, STRUCTURES, AND EQUIPMENT, AND FOR THE CONSTRUCTION, MAINTENANCE, AND REPAIR OF SUCH UTILITY LINES, STRUCTURES, AND EQUIPMENT.

[illegible]

There are no objections to this plea with respect to  
 Sects. 236.15, 236.16, 236.20 and 236.21(1) and (2).  
 Wt. Stats. as provided by a 236.12, Wt. Stats.

Certified July 31<sup>st</sup> 20 19

*Annex in. D. M.*  
 Department of Administration


 <p> <b>CS 0000, INC</b>  <b>LAMPERT-LEE &amp; ASSOCIATES</b>  <b>ENGINEERS • SURVEYORS • PLANNERS</b> </p> <p>         4000 South Lee, 54 East • Wichita, Kansas 67208-1174          Tel: 316-241-2101 • Fax: 316-241-1174       </p>	Drg. No. <b>SB-29</b>
	Project No. <b>13-20</b>
	Drawn By: <b>Jim Bevel</b>
	Date: <b>June 17, 2009</b>
	Sheet: <b>6 of 6 Plans</b>



EXHIBIT B

SEE ATTACHED MASTER PLAN FOR BRIDGEWATER

(1 PAGE)



**WISCONSIN RIVER**

**SHORELINE ZONING**  
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**BRIDGEWATER DEVELOPMENT MASTER PLAN**  
**VILLAGE OF BIRON, WOOD COUNTY, WI**

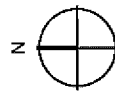


EXHIBIT C

SEE ATTACHED TYPICAL RESIDENTIAL LOT GRADING & DRAINAGE PLAN  
(3 PAGES)



PROPERTY LINE

PROPERTY LINE

110'±

FIRST FLOOR 1046.25

TOP OF CONCRETE WALL 1045.00

1044.00

1044.00

1042.00

1042.00

1041.00

1041.00

EXISTING GROUND 1040±

17.5'

75'

BASEMENT FLOOR 1036.33

1036.00

NORMAL GROUNDWATER 1034.50



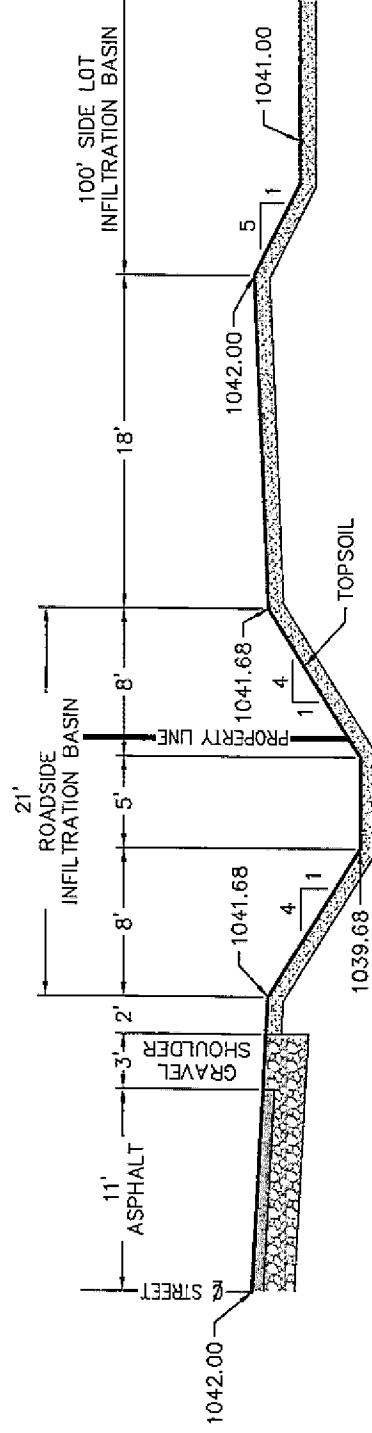
ESP GROUP, INC.  
**LAMPERT-LEE & ASSOCIATES**  
ENGINEERS • SURVEYORS • PLANNERS  
10868 State Hwy. 54 East • Wisconsin Rapids, WI 54484-8718  
TELEPHONE 715-424-3131 • FAX 715-423-8774

HORIZONTAL SCALE: 1" = 20'  
VERTICAL SCALE: 1" = 2'

J.P.P.-Dec 27, 2018, 10133136, CADD FILE: 8982-EX-1-A.dwg

**BRIDGEWATER**

**SECTION A - A'**

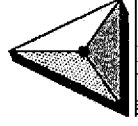


HORIZONTAL SCALE: 1" = 10'  
 VERTICAL SCALE: 1" = 4'

J.P.P.-Mar 28, 2019, 14:54:34, CADD FILE: 8982-EX-1-A.dwg

# **BRIDGEWATER**

## **SECTION B - B'**



**ESP GROUP, INC.**  
**LAMPERT-LEE & ASSOCIATES**  
 ENGINEERS • SURVEYORS • PLANNERS  
 10968 State Hwy. 54 East • Wisconsin Rapids, WI 54494-8718  
 TELEPHONE 715-424-3131 • FAX 715-423-8774

EXHIBIT H-1

SEE ATTACHED "QUIT CLAIM DEED AND INTEREST IN REAL PROPERTY" AND  
"INTERESTS IN REAL PROPERTY" DOCUMENTS

(7 PAGES)

NOTE: EXHIBITS D, E, F & G INTENTIONALLY OMITTED.



\* 2 0 1 9 R 0 6 5 2 7 \*

2019R06527

TIFFANY R. RINGER  
WOOD COUNTY

REGISTER OF DEEDS

RECORDED ON

08/15/2019 02:28PM

REC FEE: 30.00

EXEMPT #: N/A

PAGES: 3

Document Number

Document Title

**QUIT CLAIM DEED  
AND  
INTEREST IN REAL PROPERTY**

The undersigned certifies that, pursuant to the terms of the Biron Land Exchange and Development Agreement executed on July 26, 2019 by and between Consolidated Water Power Company (CWPCO), the Biron Licensee Group LLC (BLG) and Classic Development Corp. of Plover (Classic), that said property described in the attached Exhibit O, is hereby quit claimed and encumbered as described below:

Recording Area

Prepared by and Return to:

Brian Potts, Esq.

Perkins Coie LLP

33 East Main Street, Suite 201

Madison, WI 53703-5118

24-00014, 00009, 00007,  
Part of 00066, 00065, 00009B,  
00003


Parcel Identification Number (PIN)

30.75  
Classic  
Devel

Grantor (Classic) quit claims to grantee (CWPCO), its successors and assigns all flowage rights to set the waters of the Wisconsin River back, onto or under or hold it on any part of the described lands in Exhibit O situated near the Wisconsin River abutting the grantee's shoreline buffer zone lands in the Village of Biron, Wood County, Wisconsin, as may be necessary in connection with any and all improvements and operations hereafter to be made upon or in the Wisconsin River for hydraulic purposes by dams within the Wisconsin River maintained by the grantee or its successors and assigns forever at any height the grantee or its successors and assigns may see fit to build or maintain with the dams (including but not limited to those dams comprising the Biron Hydroelectric Project No. 2192) in accordance with grantee's Federal Energy Regulatory Commission (FERC) license. Under no circumstances shall grantee be liable for any losses or damages to person(s) or property resulting from the flowage of the described lands by water from the Wisconsin River or its tributaries due to any cause whatsoever.

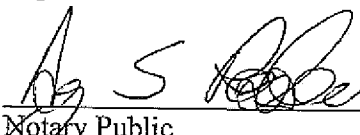
Exhibit H-1

Date: JUNE 28, 2019

By:   
Keith Helmrick

STATE OF WISCONSIN    )  
                                  ) SS.  
COUNTY OF PORTAGE    )

Personally came before me this 28<sup>th</sup> day of JUNE, 2019, the above named KEITH E. HELMRICK to me to be the verified representative of Classic and to be the person who executed the foregoing instrument and acknowledge that he executed the same.

  
Notary Public



## **EXHIBIT O**

### **LEGAL DESCRIPTION –BRIDGEWATER DEVELOPMENT LANDS**

Parcel 1. Lot One (1) of Wood County Certified Survey Map No. 2776, recorded in Volume 10 of Survey Maps at Page 76, as Document No. 614506, being part of Government Lot Eight (8), Section Twenty-five (25), Township Twenty-three (23) North, Range Six (6) East, EXCEPT Outlot 1 of Wood County Certified Survey Map No. 10555, Village of Biron, Wood County, Wisconsin.

Tax Parcel No. 24-00014

Parcel 2. Lot Two (2) of Wood County Certified Survey Map No. 2777, recorded in Volume 10 of Survey Maps at Page 77, as Document No. 614507, being part of Government Lot Seven (7), Section Twenty-five (25), Township Twenty-three (23) North, Range Six (6) East, EXCEPT Outlot 1 of Wood County Certified Survey Map No. 10555, AND EXCEPT Lot 1 and Lot 2 of Wood County Certified Survey Map No. 10573, Village of Biron, Wood County, Wisconsin.

Tax Parcel No. 24-00009

Parcel 3. Lot Three (3) of Wood County Certified Survey Map No. 2778, recorded in Volume 10 of Survey Maps at Page 78, as Document No. 614508, being part of Government Lot Six (6), Section Twenty-five (25), Township Twenty-three (23) North, Range Six (6) East, EXCEPT Outlot 1 of Wood County Certified Survey Map No. 10555, AND EXCEPT Outlot 1 Wood County Certified Survey Map No. 10572 Village of Biron, Wood County, Wisconsin.

Tax Parcel No. 24-00007.

Parcel 4. Lot Six (6) of Wood County Certified Survey Map No. 2780, recorded in Volume 10 of Survey Maps at Page 80, as Document No. 614510, being part of the Northwest Quarter (NW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) and part of the Northeast Quarter (NE  $\frac{1}{4}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Thirty-six (36), Township Twenty-three (23) North, Range Six (6) East, EXCEPT Outlot 1 of Wood County Certified Survey Map No. 10555 AND EXCEPT Outlot 2 of Certified Survey Map No. 8914, Village of Biron, Wood County, Wisconsin.

Tax Parcel No. 24-00066.

Parcel 5. Lot One (1) of Wood County Certified Survey Map No. 8571, recorded in Volume 29 of Survey Maps at Page 171, as Document No. 2006R14699, being part of the Northeast Quarter (NW  $\frac{1}{4}$ ) of the Northeast Quarter (NE  $\frac{1}{4}$ ) of Section Thirty-six (36), Township Twenty-three (23) North, Range Six (6) East, EXCEPT Outlot 1 of Wood County Certified Survey Map No. 10555 AND EXCEPT Outlot 1 of Wood County Certified Survey Map No. 10570, Village of Biron, Wood County, Wisconsin.

Tax Parcel No. 24-00065.

Parcel 6. Outlot One (1) of Wood County Certified Survey Map No. 8915, recorded in Volume 31 of Surveys, Page 15; being part of Government Lot Seven (7), Section Twenty-five (25), Township Twenty-three (23) North, Range Six (6) East, Village of Biron, Wood County, Wisconsin.

Tax Parcel No. 24-00009B

Parcel 7. Lot One (1) and Lot Three (3) of Wood County Certified Survey Map No. 10574, BEING PART OF Lot 4 of Certified Survey Map No. 2779 as recorded in Volume 10 on Page 79 as Document No. 614509 and part of Discontinued County Road "U", Being part of Government Lot 5, Section 25, T23N, R6E, Village of Biron, Wood County, Wisconsin. Tax Parcel No. 24-00003



2019R06526

TIFFANY R. RINGER  
WOOD COUNTY  
REGISTER OF DEEDS  
RECORDED ON

08/15/2019 02:28PM  
REC FEE: 30.00  
EXEMPT #: N/A  
PAGES: 4

Document Number

Document Title

### INTERESTS IN REAL PROPERTY

The undersigned certifies that, pursuant to the terms of the Biron Land Exchange and Development Agreement executed on July 26, 2019 by and between Consolidated Water Power Company (CWPCO), the Biron Licensee Group LLC (BLG) and Classic Development Corp. of Plover (Classic), that said property described in the attached Exhibit O, is hereby encumbered and bound by the following terms, which shall run with the land and bind all successors and assigns:

Recording Area

Prepared by and Return to:

Brian Potts, Esq.

Perkins Coie LLP

33 East Main Street, Suite 201

Madison, WI 53703-5118

24-00014, 00009, 00007,  
Part of 00066, 00065, 00069B,  
00003

Parcel Identification Number (PIN)

By taking title to this property, the owner/s of this property and all subsequent owners acknowledge that CWPCO, in performing its obligations under the Federal Energy Regulatory Commission (FERC) license, may have to take actions within the Biron Hydroelectric Project No. 2192 project boundary in the future that may impact this property and/or the Bridgewater Development (including but not limited to adding additional recreational amenities). Moreover, the property owner/s, their guests and/or invitees on the property shall not interfere with CWPCO's maintenance of the Biron Hydroelectric Project No. 2192 buffer zone, and shall not encroach upon the land in the buffer zone, remove or disturb foliage or otherwise amend or modify the condition thereof. Any costs to repair or remediate damage caused by the property owner/s, their guests and/or invitees to the buffer zone or any other CWPCO lands shall be the property owner's responsibility, including but not limited to costs or fines incurred by CWPCO as a result of the damage and any necessary repairs. Any violation of any of these provisions shall be cause for CWPCO to inform violator that the violation must be correctly mitigated within 21 days of the notification (either by mail or email). If not reasonably mitigated within 21 days to CWPCO's satisfaction, CWPCO may, in its sole discretion: (1) suspend, in whole or in part, or otherwise revoke all boat dock privileges granted to Bridgewater Development, its members, and/or any property owner/s and (2) bill violator for CWPCO's services to correct the violation.

Should Classic or any owner/s of this property (including all subsequent owners) wish to make changes to the grading plan for the property or the Bridgewater Development that deviate from the FERC approved plan and IDF study, Classic or the current owner (including any future neighborhood association and/or residents) shall obtain CWPCO's approval prior to implementing such changes so that CWPCO can ensure that such changes

## Exhibit H-1

are allowed by its FERC license and/or FERC and if not allowed, to take appropriate steps. Any violation of any of these provisions shall be cause for CWPCO to inform violator that the violation must be correctly, immediately mitigated once notified (either by personal meeting, phone call, mail or email). If not immediately mitigated to CWPCO's satisfaction, CWPCO may, in its sole discretion: (1) enter immediately onto the property to restore and/or remediate the property to comply with the FERC approved grading plan (at the property owner's expense); (2) place a lien on the property until the property is restored and/or remediated and CWPCO is reimbursed for any expenses to comply with the FERC approved grading plan; and/or (3) suspend, in whole or in part, or otherwise revoke any boat dock privileges granted to the Bridgewater Development, its members, and/or any property owner/s.

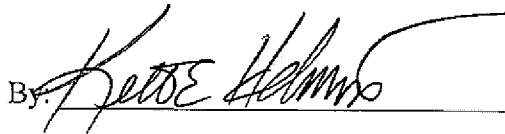
Moreover, under no circumstances shall CWPCO be liable for any losses or damages either to person(s) or property resulting from the flowage of the described lands by water from the Wisconsin River or its tributaries due to any cause whatsoever.

These provisions and requirements shall run with the land and bind all successors in interest.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m).  
WRDA HB Rev. 1/8/2004

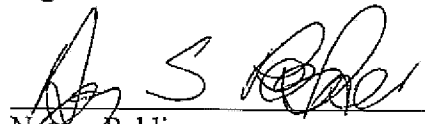
Exhibit H-1

Date: JUNE 28, 2019

By:   
Keith Helmrick

STATE OF WISCONSIN     )  
                                      ) SS.  
COUNTY OF POCTAGE     )

Personally came before me this 28<sup>th</sup> day of JUNE, 2019, the above named KEITH E. HELMRICK to me to be the verified representative of Classic and to be the person who executed the foregoing instrument and acknowledge that he executed the same.

  
Notary Public

## **EXHIBIT O**

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