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839540

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
05/17/2018 03:10 PM

REC FEE: 30.00
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PAGES: 12
FEE EXEMPT:

Name and Return Address
Classic Development
Corp. of Plover
1811 Brookridge Dr
Plover, WI 54467

**SECOND AMENDMENT AND RESTATEMENT OF THE
DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
FOR LEXINGTON PLACE IX SUBDIVISION
VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN**

A. On November 3, 2016, Classic Development Corp. of Plover recorded a Declaration of Covenants, Restrictions and Conditions for Lexington Place IX subdivision as Document No. 823287 (the Declaration) in the Portage County Registry. Section 21 of the Declaration provides that the Initial Owners may amend the Declaration for a period of five (5) years following the date of recording or until all of the lots are sold to third party buyers, whichever occurs last.

B. On February 6, 2017, Classic Development Corp. of Plover recorded the final plat for Lexington Place IX subdivision as Document No. 826117 in the Portage County Registry. The plat consists of eight (8) lots, lot numbers 100-107.

C. On May 4, 2017 Keith E. Helmrick and David W. Moodie recorded Certified Survey Map No. 10954-50-84 as Document No. 828489 in the Portage County Registry.

D. On June 15, 2017, Classic Development Corp. of Plover, Keith E. Helmrick and David W. Moodie, as Owners, recorded the First Amendment and Restatement of the Declaration of Covenants, Restrictions and Conditions for Lexington Place IX

Subdivision as Document No. 829786 (the First Amended Declaration) in the Portage County Registry. Section 21 of the Declaration provides that the Initial Owners may amend the Declaration for a period of five (5) years following the date of recording or until all of the lots are sold to third party buyers, whichever occurs last.

- E. On May 4, 2018, Classic Development Corp. of Plover recorded Certified Survey Map No. 11086-51-66 as Document No. 839197 in the Portage County Registry.

Pursuant to the foregoing, the Declaration is amended and restated in accordance with the remainder of 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.

Lot 1 of Portage County Certified Survey Map No. 10898-50-28 being Part of the SE1/4SE1/4, Section 28, T23N, R8E, Village of Plover, Portage County, Wisconsin. See attached Exhibit A.

Lots 100-107 of the plat of Lexington Place IX subdivision being part of the SE1/4SE1/4, Section 28, T23N, R8E, Village of Plover, Portage County, Wisconsin. See attached Exhibit B.

Lot 1 of Portage County Certified Survey Map No. 10954-50-84 being part of the SE1/4SE1/4, Section 28, T23N, R8E, Village of Plover, Portage County, Wisconsin. See attached Exhibit C.

Lots 1, 2, 3 and 4 of Portage County Certified Survey Map No. 11086-51-66 being part of the SE1/4SE1/4, Section 28, T23N, R8E, Village of Plover, Portage County, Wisconsin. See attached Exhibit D.

The following declaration of covenants, conditions, reservations and restrictions shall be construed as covenants running with the land and are made pursuant to the general purpose of preserving the development of Lexington Place IX subdivision. The subdivision will consist of a total of 20 lots to be used for single family or two-family (duplex) purposes. Lot 3 of Portage County Certified Survey Map No. 11086-51-66 will be further subdivided, either by Certified Survey Map or Subdivision Plat, to create 7 additional lots.

1. **RESIDENTIAL USE.** The lots of the Property are for single family or two-family (duplex) residential purposes only. The use of said Property or any part thereof for business purposes is prohibited; and no retail, wholesale or other commercial use shall at any time be constructed or operated. No building or structure intended for or adapted to business purposes, lodging house or other professional office shall be erected, placed, permitted, or maintained on any lot of the Property, or on any part of any such lot.

2. **STORAGE OF PERSONAL PROPERTY.** No abandoned, junked or scrapped motor vehicles, equipment or machinery, including but not limited to automobiles, trucks, trailers, campers, boats, personal watercraft, snowmobiles, atvs, buses, old machinery, appliances, mobile homes or other places of habitation which is on wheels or is of a portable nature, may be placed on any lot in the Property, except to the extent the same is fully enclosed in a permitted garage or structure. Parking of one licensed motor vehicle in good working order per residential living unit is allowed outside providing it is parked in the driveway. Additionally, parking of one of the following items outside a garage or permitted structure shall be allowed providing the vehicle is in good working order, licensed, if required, and in good appearance. The permitted items include, boats (less than 22 feet in length), personal watercraft, snowmobiles, atvs and snowmobile or utility trailers (if a trailer is loaded with one or more snowmobiles or atvs, it will qualify as one unit). The permitted item shall be parked in an area adjacent to the garage, but not closer than 30 feet from any abutting street right-of-way and not closer than 10 feet from abutting property line. Truck tractors and trailers, commonly referred to as "semis" or any other commercial vehicle shall not be maintained or parked at any time on any lot of the Property except a small, van type, commercial vehicle may be parked if it is fully enclosed in a permitted garage structure.

3. **CONSTRUCTION OF IMPROVEMENTS.** All construction of residential improvements shall be completed within one year after commencement of such construction or improvements. Each residence shall be constructed with an attached and/or detached garage. The garage(s) and/or a storage building must be constructed of the same quality and general appearance materials (siding, roofing, etc.) as the primary dwelling. Each two-family residential dwelling shall be constructed with one attached two stall garage per residential living unit. Detached garages shall not exceed 900 square feet, with a maximum side wall height of nine (9) feet and a maximum overall height of fifteen (15) feet. Carport or canopy structures, whether covered with tarps or metal roofs, are prohibited.

Each single-family residential dwelling shall have the following minimum square footage as determined by exterior building measurements:

Single story (ranch)	1200 sq. ft.
Split-Level (bi-level, tri-level)	900 sq. ft.
1 1/2 & 2 story	1400 sq. ft.

All area to be included in square footage must be at or above ground level.

Each two-family residential dwelling shall have the following minimum square footage, per living unit, as determined by exterior building measurements:

Single story (ranch)	1000 sq. ft.
Split-Level (bi-level, tri-level)	800 sq. ft.
1 1/2 & 2 story	1200 sq. ft.

All area to be included in square footage must be at or above ground level.

4. **ARCHITECTURAL AND SITE PLAN APPROVAL.** All buildings and/or structures constructed on the Property are subject to architectural and site plan approval by the undersigned owners or their designated agent. Complete written plans including dimensions and specifications of improvements and site plan shall be submitted to Owners prior to construction. Owners will have 10 days to approve or disapprove in writing of submitted plans. If Owners fail to respond within 10 days of receipt, approval shall be waived. This provision also applies to any changes to the original plan and future construction or additions. The minimum standards for construction include, but are not limited to, a. 8-foot sidewall construction; b. 5/12-pitch roof system; and, c. a minimum of 10 percent accent material if single-family and 20 percent accent material if two-family on the front elevation. This area shall be calculated based on the front wall area, excluding windows and doors. Accent materials may include brick, stone, culture stone, stucco or other accent material approved by Owners. The purpose of this covenant is to ensure the quality of development, aesthetic value of the subdivision and consideration of the surrounding property owners.

5. **VARIANCES.** Owners reserve the right to grant variances to the above requirements pertaining to Construction of Improvements and Architectural and Site Plan Approval.

6. **RESTRICTED ACTIVITIES.** No noxious, dangerous, offensive or nuisance activity shall be carried on upon any lot in the Property; nor shall anything be done on any such lot in the Property which may be or which may become an annoyance or nuisance to any owner of a lot in the Property. No animals, livestock pets or poultry of any kind shall be raised, bred or kept on any lot of the Property, except that household pets for noncommercial purposes may be kept provided that they are housed in the residence.

7. **CONSTRUCTION DEBRIS.** All excess earth, stumps, slashings and construction debris must be removed from a lot within 6 months from the beginning of construction of a permitted dwelling or structure on said lot; under no circumstances shall any such debris be placed or dumped on any other lot in the Property. During construction, debris shall be kept in a neat pile or trash dumpster and disposed of on a regular basis.

8. **TRASH AND REFUSE.** No lot in the Property shall be used or maintained as a dumping ground for rubbish, trash, refuse, garbage or other waste; all above listed items shall be kept in sanitary containers, stored in garage facilities servicing a lot and promptly and regularly disposed of by personal, municipal or private disposal service to such areas as is approved by governmental law or regulation. No owner of a lot in the Property shall dump or dispose of yard waste and/or branches upon another lot in the Property.

9. **SIGNS** No advertising of any nature or sign of any description shall be erected on or maintained on any lot of the Property, except that a sign not exceeding two square feet in area may be erected at a point plainly visible from the public street adjoining any lot for purposes of displaying the street address and name of owner or occupant. An exception

to this restriction is for not more than two temporary signs, not to exceed four square feet in area each may be erected on a lot in the Property for purposes of advertising the same for sale.

10. **PREFABRICATED STRUCTURES.** Mobile homes, trailers and double-wide mobile homes shall not be permitted on any lot in the Property.

11. **FIREWOOD.** Any wood to be used as fuel for fireplaces or stoves on any lot of the Property shall be stored in a permitted garage and/or piled neatly in the rear yard in a location not visible from public streets. Exterior storage of firewood shall be limited to one full cord (4' high x 4' wide x 8' long).

12. **UTILITIES.** All service wiring and piping, including, but not limited to electrical, gas, oil, water, sewer, telephone, cable TV, etc., connected to any permitted structure on a lot shall be underground from the source in the public street or any permitted utility easement.

13. **TREE PLANTINGS, LANDSCAPING AND DRIVEWAYS.** All trees planted and landscaping developed by owners shall not be removed or altered without prior consent of the below-signed owners. All landscaping and driveways must be completed within one year from the commencement of construction on any lot in the Property. All driveways and walkways shall be constructed with concrete, blacktop, terra-lock, brick, cobblestone or other comparable material: all driveways shall connect from the primary garage structure to the adjacent public street. Landscaping is to include a seeded or sodded yard that is kept in a neat and mowed condition.

14. **RETENTION AREAS AND DRAINAGE EASEMENTS.** The retention areas and drainage easements as shown on the certified survey map or final plat shall be preserved at the elevations required by the Village of Plover. These retention areas shall not be filled nor shall the elevation be altered unless permission is obtained, in writing, from the developers.

15. **LOT SPLITS.** No lot in the Property may be divided into two or more building sites, except a lot may be split if the resulting portions of such lot are added to and used as a part of any adjacent lot. A single lot of the Property, together with a portion or portions of a contiguous lot may be used as one building site. A two-family dwelling built on a single lot may be split into two lots for the purpose of the sale of the individual living units as zero lot line units providing they comply with all Village of Plover applicable Ordinances and regulations. This restriction does not apply to Lot 3 of Portage County Certified Survey Map No. 11086-51-66. Lot 3 will be further subdivided by the Owners, either by Certified Survey Map or Subdivision Plat, to create 7 additional lots.

16. **ROADWAY SHOULDER AND RIGHT OF WAY.** Each lot in the Property shall maintain the four feet of gravel shoulder on either side of the paved roadway and a twelve

inch minimum ditch depth shall be preserved in the village right-of-way for the streets. The right-of-way shall be maintained in a manner consistent with development and according to Village Ordinances. This area shall be maintained to preserve the uniform appearance of the roadway throughout the Property.

17. **FENCES.** Fences may only be constructed to the side and rear of each residential dwelling. No fence shall be constructed within thirty feet of any street right-of-way.

18. **VIOLATIONS OF COVENANTS.** These covenants and restrictions may be enforced by the Owners or by any person claiming by, through, or under the Owners, or by any lot owner of the Property. Such persons may seek enforcement of these restrictions and covenants through judicial proceedings, including but not limited to injunctive relief to compel compliance with the terms, or to prevent violations hereof. In addition, the Owner shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter said lot where the violation occurs and summarily abate or remove the same at the expense of the lot owner; any such entry or abatement or removal shall not be deemed a trespass.

19. **WAIVER.** No delay or omission on the part of the Owner, or any owner or owners of other lots in the Property in exercising any rights, power, or remedy herein provided, in the event of any breach of the restrictions, covenants, or conditions, shall be construed as a waiver; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Owner or any owners for or on account of his or her failure to bring any action on account of any breach of these covenants or for imposing restrictions herein which may be unenforceable by any such owners.

20. **SEVERABILITY.** If any one or more of the foregoing covenants, restrictions or conditions is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment shall not in any manner whatsoever affect, modify or change any of the covenants, restrictions, or conditions not declared to be void or unenforceable, but all of the remaining covenants, restrictions, or conditions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

21. **TERM AND EXTENSIONS.** All of the foregoing covenants, restrictions, conditions and reservations shall continue and remain in full force and effect at all times as against the owner of any lot in the Property, regardless of how he acquired title, until a period of ten years subsequent to the recording of these Restrictions with the Portage County Register of Deeds has occurred, on which date these covenants, restrictions, conditions and reservations shall be automatically extended for successive periods of ten years each. Except, any instrument signed by the then owners of a majority of the lots in said Plat which has been recorded and which provides for a change or cancellation of these covenants in whole or part shall be sufficient to cancel or change these covenants accordingly effective upon the recording of said instrument. In addition, the initial owners, signed below, reserve the right for a period of five (5) years following the date of recording or until all of the lots are sold to third party buyers, whichever occurs last, to

amend these covenants at any time without the requirement of a majority of the owners of the lots in said Plat.

22. **EXPENSES.** If any owner of a lot in the Property hires legal counsel to enforce any of the foregoing covenants, restrictions, conditions or reservations, all costs incurred in the enforcement, including a reasonable attorneys' fee, shall be paid by the owner of the lot or lots determined by a court of competent jurisdiction to have violated the provisions hereof and such enforcing owner or owners shall have a lien upon the lot or lots of the offending owner to secure payment of all such legal expenses.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SEE FOLLOWING PAGE FOR SIGNATURES.

IN WITNESS WHEREOF, we the undersigned owners, as subdividers of all the lots in LEXINGTON PLACE IX, Village of Plover, Portage County, Wisconsin, have hereunto set my hand and seal this 11th day of May, 2018.

David W. Moodie
David W. Moodie, Secretary
Classic Development Corp. of Plover

Keith E. Helmrick
Keith E. Helmrick, President
Classic Development Corp. of Plover

David W. Moodie
David W. Moodie

Keith E. Helmrick
Keith E. Helmrick

STATE OF WISCONSIN)
)
COUNTY OF PORTAGE)

David W. Moodie and Keith E. Helmrick acknowledged this document before me on this 11th day of May, 2018.



Sign Name: Peggy A. Kontney
Print Name: Peggy A. Kontney

Notary Public
Portage County, Wisconsin
My commission expires 12-06-2021

This document drafted by: Keith E. Helmrick
1811 Brookridge Drive
Plover, WI 54467

Page 1 of 4



Csm # 10898-50-28

822432

PORTAGE COUNTY CERTIFIED SURVEY MAP NO. _____
FOR
Classic Development Corp. of Plover
Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 28, T23N, R8E,
Village of Plover, Portage County, Wisconsin

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
RECORDED ON
10/07/2016 1:13 PM

REC FEE: 30.00
PAGES: 4
FEE EXEMPT:

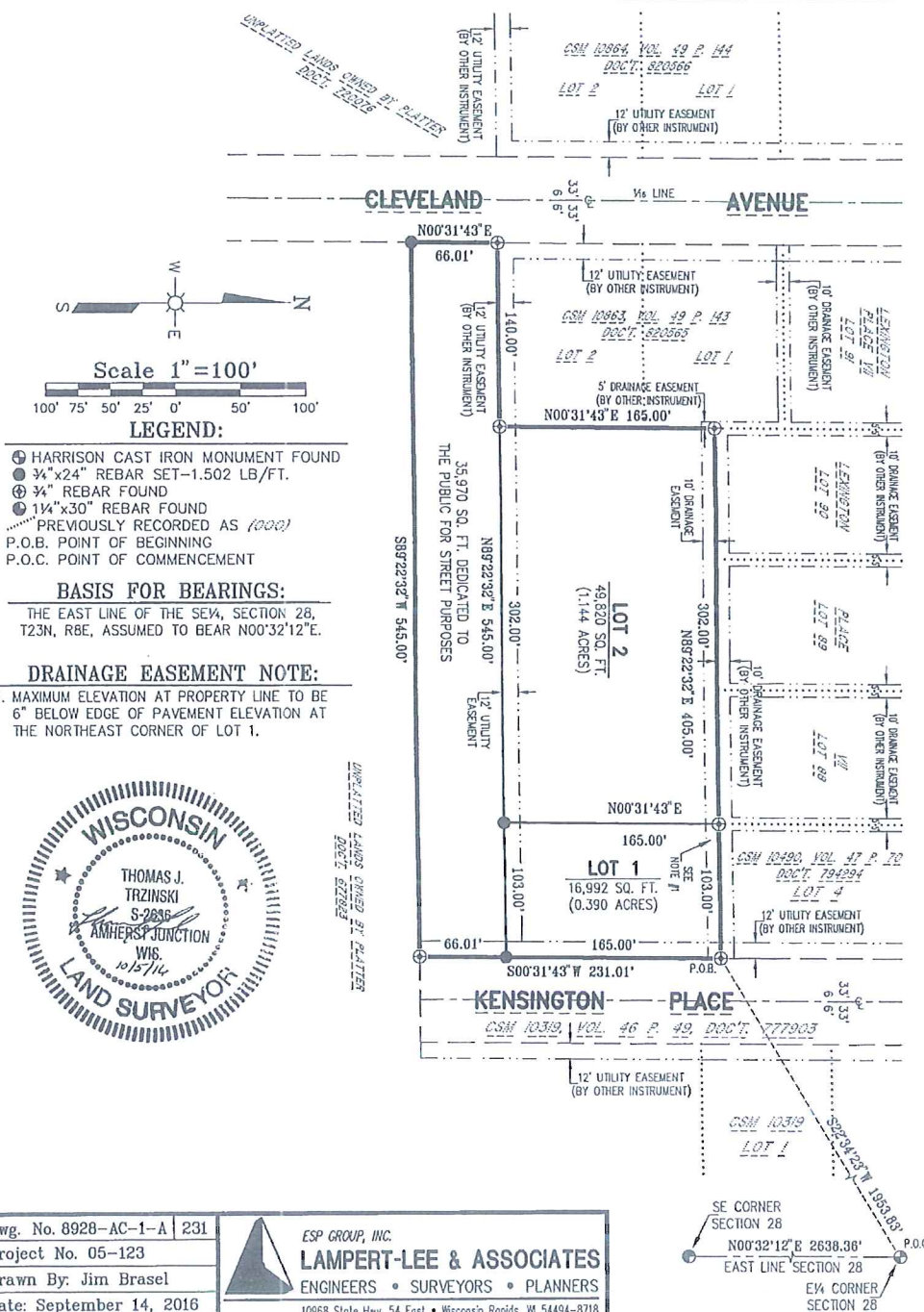


Exhibit C

Portage County, WI

Document # 828489

Page 1 of 4



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Tx:4104219

828489

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
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05/04/2017 12:58 PM

REC FEE: 30.00
PAGES: 4
FEE EXEMPT:

CSM # 10954-50-84

PORTAGE COUNTY CERTIFIED SURVEY MAP NO. _____

FOR

Keith Helmrick and David W. Moodie

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 28, T23N, R8E,
Village of Plover, Portage County, Wisconsin

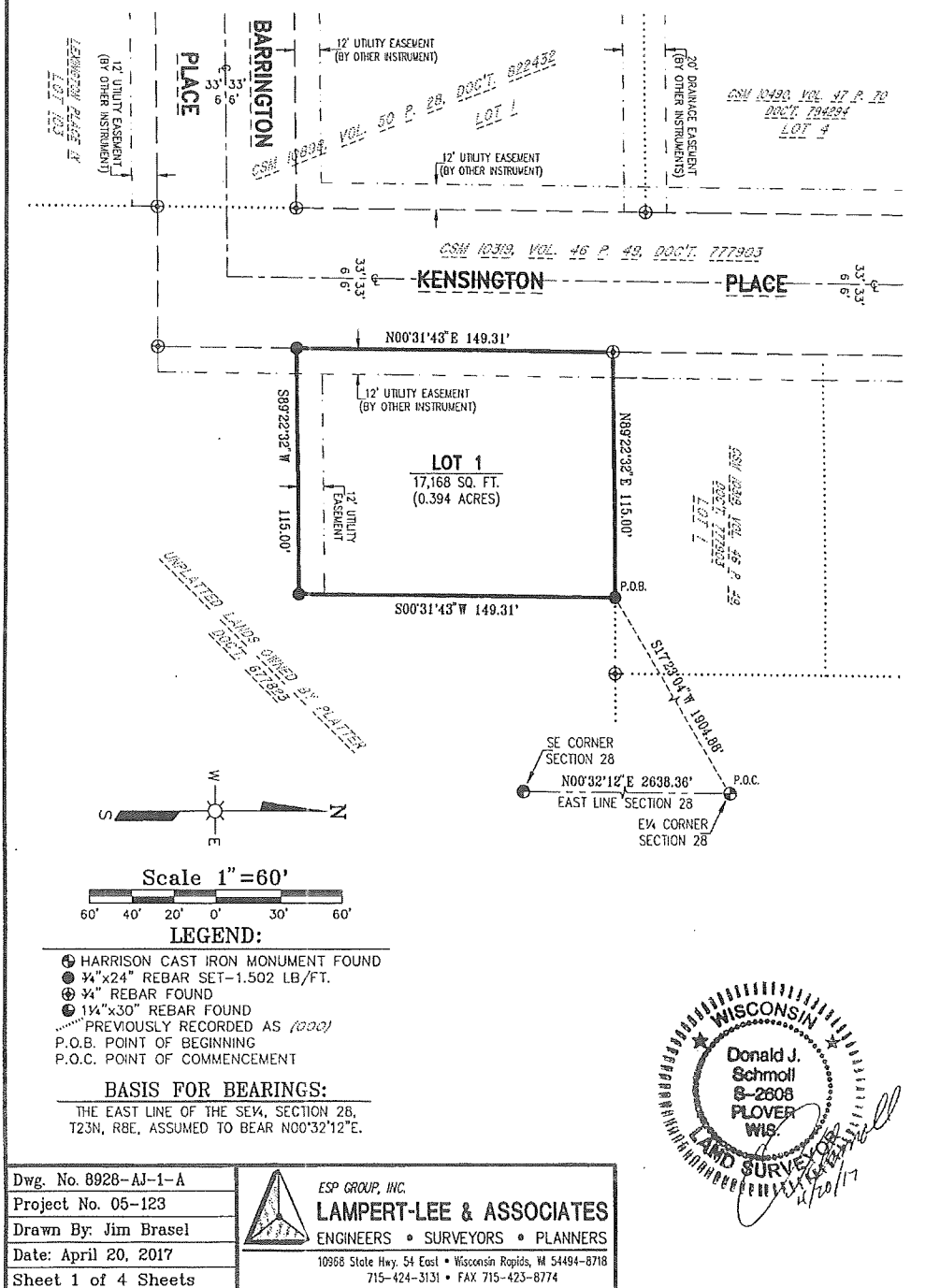


Exhibit D

Portage County, WI

Document # 839197

Page 1 of 4



CSM # 11086-51-666

839197

CYNTHIA A. WISINSKI
REGISTER OF DEEDS
PORTAGE COUNTY
STEVENS POINT, WI
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05/04/2018 03:11 PM

REC FEE: 30.00
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PORTAGE COUNTY CERTIFIED SURVEY MAP

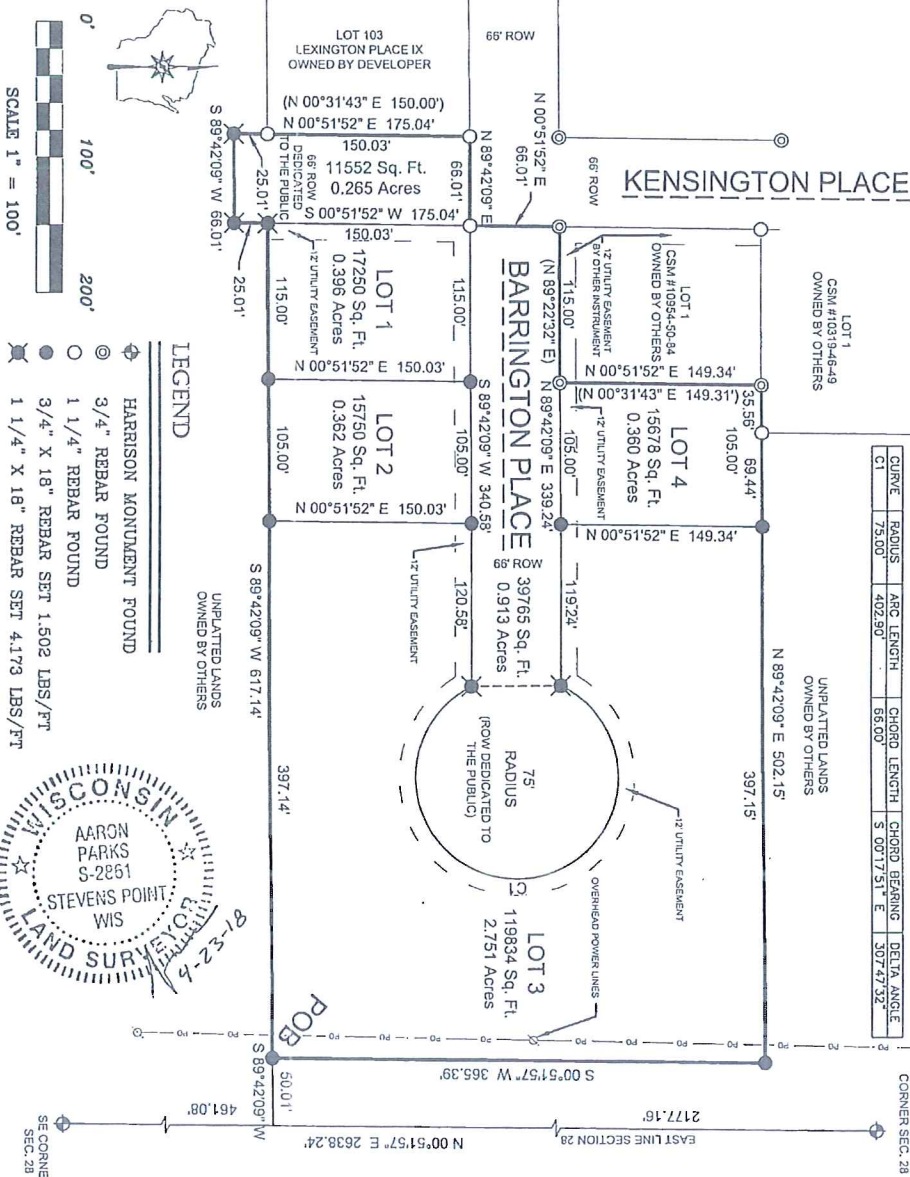
LEGAL DESCRIPTION

CERTIFIED SURVEY MAP FOR CLASSIC DEVELOPMENT CORP. OF PLOVER, BEING PART OF THE SE 1/4 OF THE SE 1/4, SECTION 28, TOWNSHIP 23 NORTH, RANGE 8 EAST, VILLAGE OF PLOVER, PORTAGE COUNTY, WISCONSIN.

BASE FOR BEARING

IS THE EAST LINE OF THE SE 1/4 OF THE SE 1/4 OF SECTION 28 ASSUMED TO BEAR N 00°51'57" E (REF P.C.C.S.).

SPACE RESERVED FOR RECORDING INFORMATION



RETTLER LAND SURVEY DIVISION
PROFESSIONAL LAND SURVEYOR
AARON PARKS #2881
715-341-2633

THIS INSTRUMENT WAS DRAFTED BY AARON PARKS
AND DRAWN BY AARON PARKS

JOB # 18.026

SHEET 1 OF 4 SHEETS