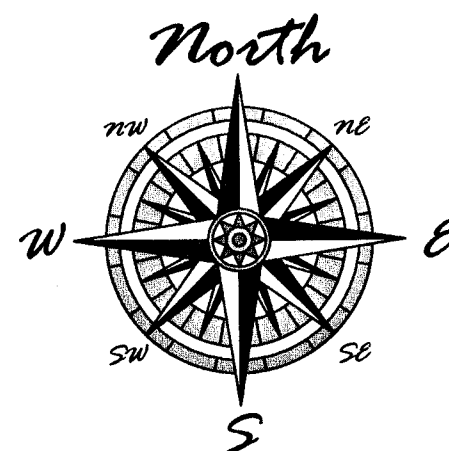
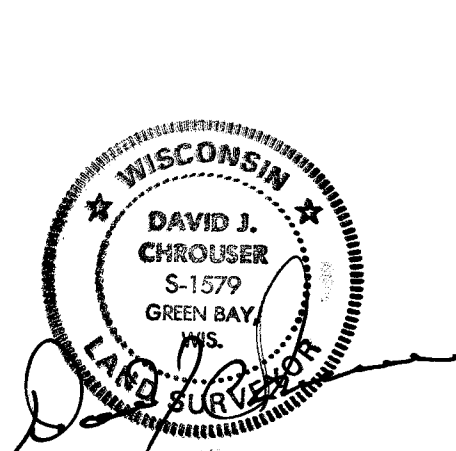
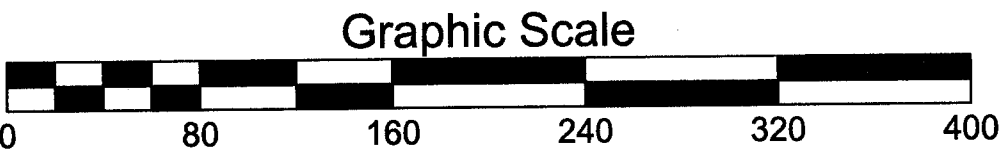


Polo Point Second Addition

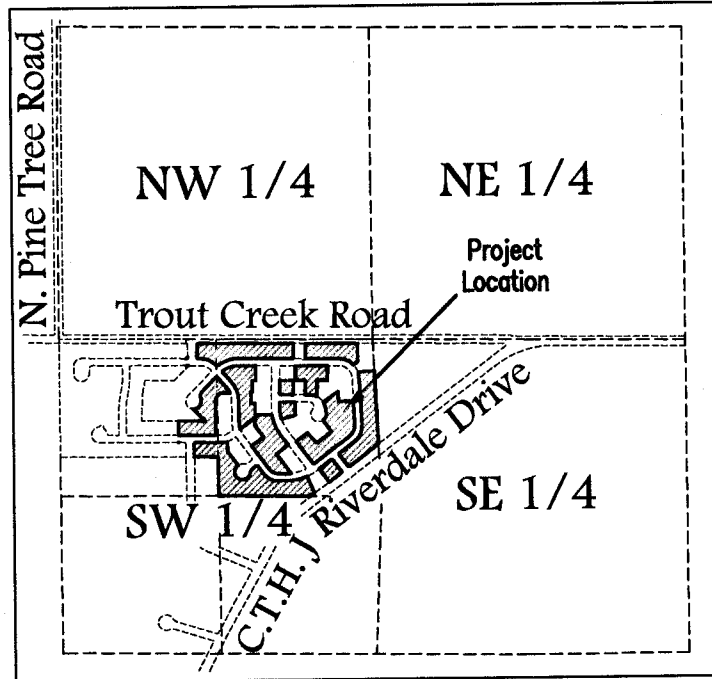
ALL OF LOTS 1, 2, AND 5 OF THE RECORDED PLAT OF "LELAND & VIVIAN'S GARDENS, LOTS 7, 8, 9, 10, 13-24, 27-42, 46-49, 59-70, 75, 76, 83-86, 90, 93, 94, 102, 108-110, 122, 123 AND 124, POLO POINT, PART OF LOTS 71, 89 AND 103-107, POLO POINT, LOT 1, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 32, MAP #6829, BEING PART OF LOT 111 POLO POINT, LOT 4, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 34, MAP #6830, BEING PART OF LOT 45, POLO POINT, LOT 1, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 202, MAP #7012, BEING A PART OF LOT 50, POLO POINT, LOTS 1, 2 AND 3, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 215, MAP #7017, BEING ALL OF LOTS 11 AND 12, POLO POINT, LOTS 3 AND 4, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 361, MAP #7069, BEING PART OF LOT 57 AND ALL OF LOT 58, POLO POINT, LOTS 1, 2 AND 3, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 94, MAP #7106, BEING PART OF LOT 118 AND ALL OF LOTS 119, 120 AND 121, POLO POINT, PART OF LOTS 1, 3 AND 4, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 278, MAP #7167, BEING ALL OF LOTS 1-6, POLO POINT AND PART OF THE NORTHEAST 1/4 AND PART OF LOT 15, SECTION 24, T24N-R19E, ALL BEING LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF LOT 15, SECTION 24, T24N, R19E, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN.



September 18, 2013
Revised: October 15, 2013
Revised: October 22, 2013
Revised: October 29, 2013
Revised: November 4, 2013
Revised: December 9, 2013
Revised: 11/3/14

Bearings referenced to the North line of the SW 1/4, Section 24, T24N-R19E, assumed to be S 89°24'07"E.

Location Sketch



Section 24, T24N-R19E

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified January 15th, 2014

Ben M. Poy
Department of Administration

Office of the Register of Deeds
Brown County, Wisconsin
Received for Record April 23rd, 2014
at 3:29 o'clock P.M. and recorded as
Document # 2164491 in
Volume 25 of Plats on Page 104-107
Cathy Wilkerson, Register of Deeds

Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs./lin. foot set
- 2" iron pipe found
- 1" iron pipe found
- Brown County monument - type noted
- all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs./lin. foot.
- all linear measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.
- () recorded as bearing / distance
- 25' building setback (unless noted)
- 12' utility easement (unless noted)
- no access
- floodplain limits
- floodway limits

See Sheet 4 for Restrictive Covenants & Notes

Waterford Homes of Green Bay LLC

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Polo Point Second Addition

TAX PARCEL NO. HB-728

File: J-13813Plat 110413.dwg

PROJECT NO. J-13813
SHEET NO. 1 of 4
DRAWING NO. P-2193

SCALE 1"=80'
DRAWN BY JWP

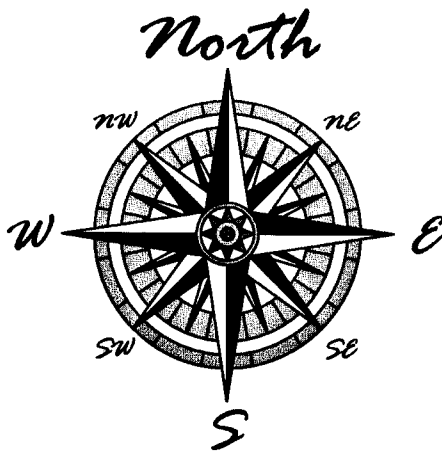
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VOL 23 PAGE 104

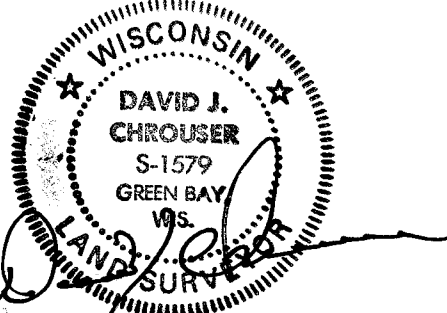
Polo Point Second Addition

ALL OF LOTS 1, 2, AND 5 OF THE RECORDED PLAT OF "LELAND & VIVIAN'S GARDENS, LOTS 7, 8, 9, 10, 13-24, 27-42, 46-49, 59-70, 75, 76, 83-86, 90, 93, 94, 102, 108-110, 122, 123 AND 124, POLO POINT, PART OF LOTS 71, 89 AND 103-107, POLO POINT, LOT 1, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 32, MAP #6829, BEING PART OF LOT 111 POLO POINT, LOT 4, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 34, MAP #6830, BEING PART OF LOT 45, POLO POINT, LOT 1, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 202, MAP #7012, BEING A PART OF LOT 50, POLO POINT, LOTS 1, 2 AND 3, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 215, MAP #7017, BEING ALL OF LOTS 11 AND 12, POLO POINT, LOTS 3 AND 4, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 361, MAP #7069, BEING PART OF LOT 57 AND ALL OF LOT 58, POLO POINT, LOTS 1, 2 AND 3, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 94, MAP #7106, BEING PART OF LOT 118 AND ALL OF LOTS 119, 120 AND 121, POLO POINT, PART OF LOTS 1, 3 AND 4, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 278, MAP #7167, BEING ALL OF LOTS 1-6, POLO POINT AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF LOT 15, SECTION 24, T24N-R19E, ALL BEING LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF LOT 15, SECTION 24, T24N, R19E, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN.

Graphic Scale



Bearings referenced to the North line of the SW 1/4, Section 24, T24N-R19E, assumed to be S 89°24'07"E.



September 18, 2013
Revised October 15, 2013
Revised October 22, 2013
Revised October 29, 2013
Revised November 4, 2013
Revised December 9, 2013
REVISED 11/21/14

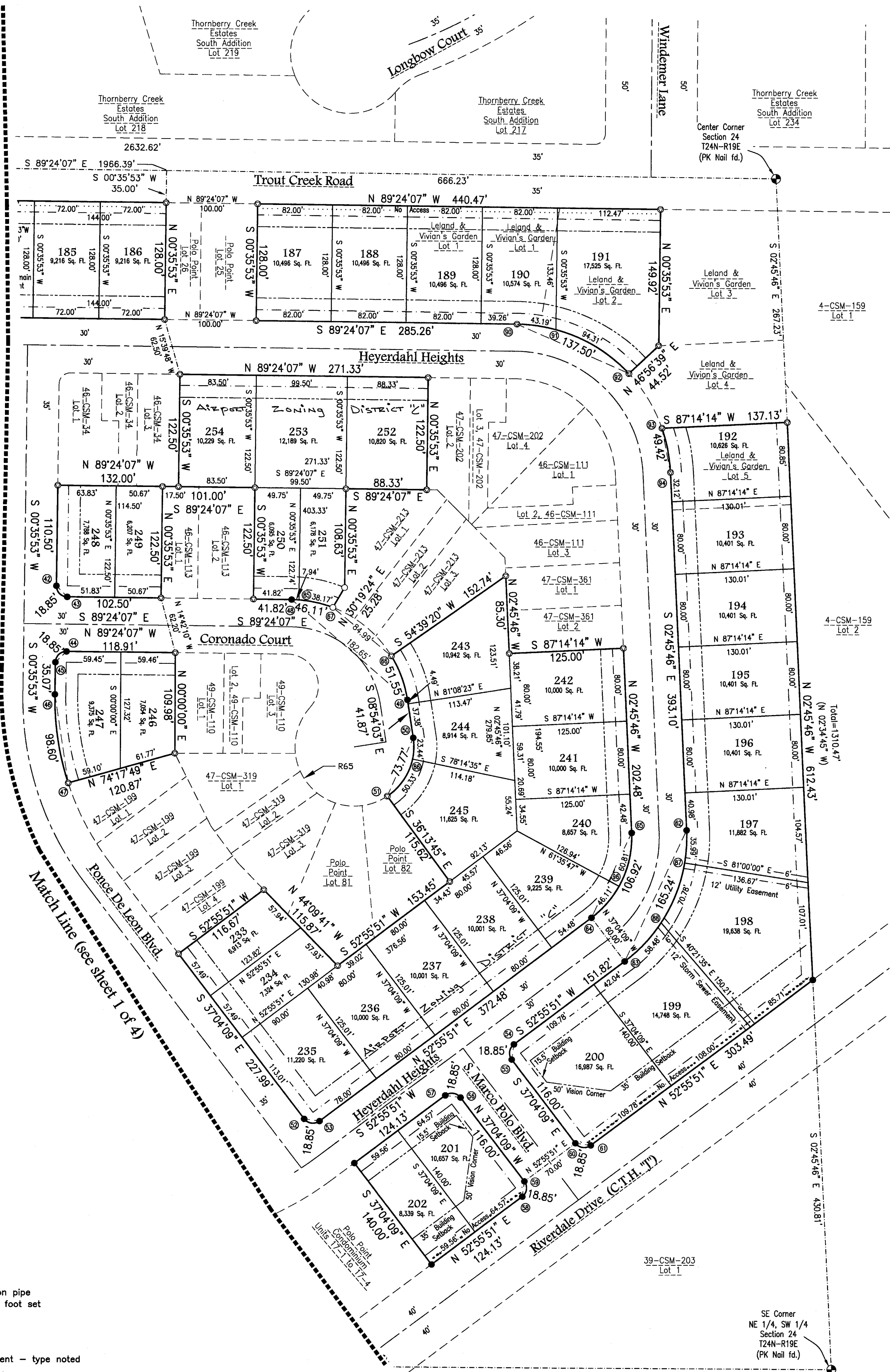
CURVE DATA TABLE						
CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
1-2	18.85'	12.00'	16.97'	S 45°35'53" W	90°00'00"	
3-4	18.85'	12.00'	16.97'	S 44°24'07" E	90°00'00"	
5-6	145.96'	180.00'	141.99'	S 66°10'19" E	46°27'36"	S 42°56'31" E
6-7	177.33'	265.00'	174.04'	N 71°29'40" E	38°20'26"	N 52°15'27" E
7-8	177.33'	265.00'	174.04'	N 71°29'40" E	38°20'26"	N 52°15'27" E
9-10	131.12'	205.00'	128.89'	S 72°16'29.5" W	36°38'47"	
10-11	20.01'	12.00'	17.77'	S 08°10'48" W	85°32'36"	N 53°57'08" E
12-13	19.66'	12.00'	17.53'	N 88°31'29" W	93°51'58"	
14-15	70.91'	65.00'	67.45'	S 13°17'19" W	82°30'26"	S 17°57'54" E
15-16	126.42'	65.00'	107.42'	S 37°45'17" W	111°26'22"	N 86°31'32" W
17-18	60.64'	170.00'	60.32'	N 31°22'24" W	20°26'12"	
19-20	70.70'	230.00'	70.42'	S 32°47'07" E	17°38'46"	S 21°09'18" E
21-22	73.34'	205.02'	72.95'	N 10°47'16" W	20°29'44"	
23-24	66.37'	70.00'	63.91'	S 64°13'57" E	54°19'36"	
25-26	123.26'	130.00'	118.70'	N 64°13'57" W	54°19'36"	
27-28	18.85'	12.00'	16.97'	S 82°04'09" W	90°00'00"	
29-30	48.84'	65.00'	47.70'	S 31°24'23" W	43°02'56"	S 09°52'55" W
30-31	258.30'	65.00'	118.91'	N 56°16'30" W	227°41'10"	N 57°34'05" E
32-33	52.35'	130.00'	52.00'	N 78°52'16" E	23°04'24"	N 76°20'04" E
34-35	19.05'	12.00'	17.11'	S 44°56'02" W	90°56'52"	
36-37	141.39'	370.00'	140.53'	S 77°39'24" W	21°53'42"	N 88°42'33" E
38-39	1.82'	310.00'	1.82'	N 86°26'11" E	0°20'08"	N 88°16'07" E
40-41	182.32'	370.00'	180.48'	N 22°57'08" W	28°14'00"	N 08°50'09" W
42-43	18.85'	12.00'	16.97'	S 44°24'07" E	90°00'00"	
44-45	18.85'	12.00'	16.97'	S 45°35'53" W	90°00'00"	
46-47	98.60'	300.00'	98.15'	S 08°49'02" E	18°49'50"	N 18°13'57" W
48-49	182.63'	130.00'	167.99'	S 49°09'05" E	80°30'04"	
50-51	73.77'	65.00'	69.87'	S 23°36'43" W	65°01'32"	S 56°07'29" W
52-53	18.85'	12.00'	16.97'	S 82°04'09" E	90°00'00"	
54-55	18.85'	12.00'	16.97'	S 07°55'51" W	90°00'00"	
56-57	18.85'	12.00'	16.97'	N 82°04'09" W	90°00'00"	
58-59	18.85'	12.00'	16.97'	N 07°55'51" E	90°00'00"	
60-61	18.85'	12.00'	16.97'	S 82°04'09" E	90°00'00"	
62-63	168.24'	170.00'	158.82'	S 25°05'02.5" W	55°41'37"	
64-65	46.11'	110.00'	45.78'	N 40°55'17" E	24°01'08"	
66-65	60.81'	110.00'	60.04'	N 13°04'28.5" E	31°40'29"	
64-65	106.92'	110.00'	102.76'	N 25°05'02.5" E	55°41'37"	
66-67	84.99'	130.00'	83.49'	N 50°21'07" W	37°27'38"	N 69°04'55" W
5-6	59.98'	180.00'	59.70'	S 79°51'24" E	19°05'26"	
68-69	85.98'	180.00'	85.17'	S 56°37'36" E	27°22'10"	
6-69	0.55'	12.00'	0.55'	S 44°15'52" E	2°38'42"	
69-70	17.21'	12.00'	15.77'	S 86°39'53" E	82°09'20"	
7-70	65.94'	265.00'	65.77'	N 59°23'09" E	14°15'24"	
70-71	75.14'	265.00'	74.89'	N 74°38'13" E	16°14'44"	
71-8	36.25'	265.00'	36.22'	N 86°40'44" E	7°50'18"	
14-72	14.44'	65.00'	14.41'	S 38°10'35" W	12°43'54"	
72-15	56.47'	65.00'	54.71'	S 06°55'22" W	49°46'32"	
15-73	44.17'	65.00'	43.32'	S 01°30'06" W	38°56'04"	
73-16	82.25'	65.00'	76.87'	S 57°13'19" W	72°30'18"	
25-75	11.01'	130.00'	11.01'	N 88°58'10" W	4°51'10"	
75-76	59.22'	130.00'	58.71'	N 73°29'33" W	26°06'04"	
76-26	53.03'	130.00'	52.66'	N 48°45'20" W	23°22'22"	
30-77	27.20'	65.00'	27.01'	S 21°52'18" W	23°58'46"	
77-78	62.02'	65.00'	59.89'	S 61°11'40" W	54°39'58"	S 31°37'17" E
78-79	55.87'	65.00'	54.17'	N 66°50'52" W	49°15'00"	
79-80	55.87'	65.00'	54.17'	N 17°35'51" W	49°15'00"	
80-31	57.34'	65.00'	55.50'	N 32°17'51" E	50°32'26"	
36-81	65.66'	370.00'	65.57'	S 71°47'34" W	10°10'02"	
81-82	65.66'	370.00'	65.57'	S 81°57'36" W	10°10'02"	
82-37	10.07'	370.00'	10.07'	S 87°49'26" W	13°33'32"	
40-83	44.96'	370.00'	44.93'	N 33°35'18" W	65°74'42"	
83-84	70.95'	370.00'	70.84'	N 24°36'51" W	10°59'12"	
84-41	66.42'	370.00'	66.33'	N 13°58'42" W	10°17'06"	
48-85	7.94'	130.00'	7.93'	N 87°39'11" W	3°29'52"	
85-67	38.17'	130.00'	38.03'	S 77°29'35" E	16°49'20"	
66-49	51.55'	130.00'	51.21'	S 20°15'40" E	22°43'14"	
50-86	23.44'	65.00'	23.32'	S 01°25'53" W	20°39'56"	
86-51	50.33'	65.00'	49.08'	S 37°56'39" W	44°21'40"	
62-87	35.98'	170.00'	35.93'	S 31°05'05" W	12°07'42"	
87-88	70.78'	170.00'	70.27'	S 21°17'34.5" W	23°51'17"	
88-83	58.48'	170.00'	58.19'	S 43°04'32" W	19°42'38"	
90-91	43.19'	170.00'	43.08'	S 82°07'21" E	14°33'32"	
91-92	94.51'	170.00'	93.10'	S 58°57'00" E	31°47'10"	
90-92	137.50'	170.00'	133.80'	S 66°13'46" E	46°20'42"	S 43°03'25" E
93-94	49.42'	170.00'	49.25'	S 11°05'28.5" E	16°39'27"	N 18°25'13" W
48-67	46.11'	130.00'	45.86'	S 79°14'31" E	20°19'12"	

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified January 15th, 2014
Renee M. Pomy
Department of Administration

Legend

- 2.38" (o.d.) x 18" iron pipe weighing 3.65 lbs/lin. foot set
- 2" iron pipe found
- 1" iron pipe found
- Brown County monument - type noted
- recorded as bearing / distance
- 25' building setback (unless noted)
- 12' utility easement (unless noted)
- no access
- all other lot corners marked with a 1.32" (o.d.) x 18" iron pipe weighing 1.68 lbs/lin. foot.
- all linear measurements have been made to the nearest hundredth of a foot.
- all distances on curves are arc lengths.



See Sheet 4 for Restrictive Covenants & Notes

PROJECT NO. J-13813
SHEET NO. 2 of 4
DRAWING NO. P-2193

Waterford Homes of Green Bay LLC

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Polo Point Second Addition

TAX PARCEL NO. HB-728

File: J-13813Plat 110413.dwg

SCALE 1"=80'
DRAWN BY JMP

Polo Point Second Addition

ALL OF LOTS 1, 2, AND 5 OF THE RECORDED PLAT OF "LELAND & VIVIAN'S GARDENS, LOTS 7, 8, 9, 10, 13-24, 27-42, 46-49, 59-70, 75, 76, 83-86, 90, 93, 94, 102, 108-110, 122, 123 AND 124, POLO POINT, PART OF LOTS 71, 89 AND 103-107, POLO POINT, LOT 1, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 32, MAP #6829, BEING PART OF LOT 111 POLO POINT, LOT 4, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 34, MAP #6830, BEING PART OF LOT 45, POLO POINT, LOT 1, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 202, MAP #7012, BEING A PART OF LOT 50, POLO POINT, LOTS 1, 2 AND 3, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 215, MAP #7017, BEING ALL OF LOTS 11 AND 12, POLO POINT, LOTS 3 AND 4, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 361, MAP #7069, BEING PART OF LOT 57 AND ALL OF LOT 58, POLO POINT, LOTS 1, 2 AND 3, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 94, MAP #7106, BEING PART OF LOT 118 AND ALL OF LOTS 119, 120 AND 121, POLO POINT, PART OF LOTS 1, 3 AND 4, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 278, MAP #7167, BEING ALL OF LOTS 1-6, POLO POINT AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF LOT 15, SECTION 24, T24N-R19E, ALL BEING LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF LOT 15, SECTION 24, T24N, R19E, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN.

CERTIFICATES

SURVEYOR'S CERTIFICATE

I, David J. Chrouser, Registered Land Surveyor, S-1579, hereby certify:

That in full compliance with the provisions of Chapter 236, Wisconsin Statutes, and the subdivision regulations of the Village of Hobart and the Brown County Planning Commission and under the direction of the owners listed hereon, I have surveyed, divided and mapped "Polo Point Second Addition", and that such plat correctly represents all exterior boundaries and the subdivision of the land surveyed and all of Lots 1, 2, and 5 of the recorded plat, "Leland & Vivian's Gardens", Lots 7, 8, 9, 10, 13-24, 27-42, 46-49, 59-70, 75, 76, 83-86, 90, 93, 94, 102, 108-110, 122, 123 and 124, Polo Point, part of Lots 71, 89 and 103-107, Polo Point, Lot 1, Volume 46 of Certified Survey Maps, page 32, Map No. 6829, being part of Lot 111 Polo Point, Lot 4, Volume 46 of Certified Survey Maps, page 34, Map No. 6830, being part of Lot 45, Polo Point, Lot 1, Volume 47 of Certified Survey Maps, page 202, Map No. 7012, being a part of Lot 50, Polo Point, Lots 1, 2 and 3, Volume 47 of Certified Survey Maps, page 215, Map No. 7017, being all of Lots 11 and 12, Polo Point, Lots 3 and 4, Volume 47 of Certified Survey Maps, page 361, Map No. 7069, being part of Lot 57 and all of Lot 58, Polo Point, part of Lots 1, 2 and 3, Volume 48 of Certified Survey Maps, page 94, Map No. 7106, being part of Lot 118 and all of Lots 119, 120 and 121, Polo Point, part of Lots 1, 3 and 4, Volume 48 of Certified Survey Maps, page 278, Map No. 7167, being all of Lots 1-6, Polo Point and part of the Northeast 1/4 of the Southwest 1/4 and part of Lot 15, Section 24, T24N-R19E, all being located in part of the Northeast 1/4 of the Southwest 1/4 and part of Lot 15, Section 24, T24N, R19E, Village of Hobart, Brown County, Wisconsin, more fully described as follows:

Commencing at the W 1/4 Corner of Section 24, T24N-R19E; Thence S89°24'07"E, 1966.39 feet along the north line of the SW 1/4 of said Section 24; Thence S00°35'53"W, 35.00 feet to the south line of Trout Creek Drive being the point of beginning; Thence N89°24'07"W, 797.48 feet along said right of way; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S45°35'53"W, 16.97 feet; Thence S00°35'53"W, 104.00 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S44°24'07"E, 16.97 feet; Thence S89°24'07"E, 18.61 feet; Thence 145.98 feet along the arc of a 180.0 foot radius curve to the right, the chord of which bears S66°10'19"E, 141.99 feet; Thence 17.76 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S85°20'32"E, 16.18 feet; Thence 177.33 feet along the arc of a 265.00 foot radius curve to the right, the chord of which bears N71°25'40"E, 174.04 feet; Thence S00°35'53"W, 60.00 feet; Thence 131.12 feet along the arc of a 205.00 foot radius curve to the left, the chord of which bears S72°16'29.5"W, 128.89 feet; Thence 20.01 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S08°10'48"W, 17.77 feet; Thence S48°10'57"W, 60.00 feet; Thence 19.66 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears N88°12'29"W, 17.53 feet; Thence S44°32'32"W, 156.71 feet; Thence 70.91 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S13°17'19"W, 67.45 feet; Thence 126.42 feet along the arc of a 65.00 foot radius curve to the right, the chord of which bears S37°45'17"W, 107.42 feet; Thence S45°27'11"E, 144.72 feet; Thence N89°35'32"W, 226.42 feet; Thence S00°24'28"W, 120.00 feet; Thence S89°35'32"E, 320.02 feet; Thence N00°24'28"E, 120.00 feet; Thence N89°35'32"W, 8.00 feet; Thence N00°24'28"E, 192.21 feet; Thence N44°32'32"E, 55.11 feet; Thence N89°43'39"E, 82.88 feet; Thence 60.64 feet along the arc of a 170.00 foot radius curve to the left, the chord of which bears N31°22'24"W, 60.32 feet; Thence N41°35'30"W, 107.72 feet; Thence N48°10'57"E, 60.00 feet; Thence S41°35'30"E, 107.97 feet; Thence 164.79 feet along the arc of a 230.00 foot radius curve to the right, the chord of which bears S21°03'57"E, 161.28 feet; Thence S00°32'24"E, 181.32 feet; Thence 73.34 feet along the arc of a 205.02 foot radius curve to the left, the chord of which bears S10°47'16"E, 72.95 feet; Thence N5°56'19"E, 102.34 feet; Thence S89°24'07"E, 37.87 feet; Thence S00°35'53"W, 25.00 feet; Thence S37°04'09"E, 106.05 feet; Thence S52°55'51"W, 125.00 feet; Thence S37°04'09"E, 265.58 feet; Thence 66.37 feet along the arc of a 70.00 foot radius curve to the left, the chord of which bears S64°13'57"E, 63.91 feet; Thence S01°23'45"E, 60.00 feet; Thence 123.26 feet along the arc of a 130.00 foot radius curve to the right, the chord of which bears N84°13'57"W, 118.70 feet; Thence N37°04'09"W, 86.72 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears N82°04'09"W, 16.97 feet; Thence S52°55'51"W, 31.97 feet; Thence 48.84 feet along the arc of a 65.00 foot radius curve to the left, the chord of which bears S31°24'23"W, 47.70 feet; Thence 258.30 feet along the arc of a 65.00 foot radius curve to the right, the chord of which bears N5°16'30"W, 118.91 feet; Thence N37°04'09"W, 130.00 feet; Thence N00°32'22"W, 100.19 feet; Thence 52.35 feet along the arc of a 130.00 foot radius curve to the right, the chord of which bears S78°52'16"W, 52.00 feet; Thence N89°35'32"W, 226.70 feet; Thence 19.05 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S44°56'02"W, 17.11 feet; Thence S00°32'24"E, 107.62 feet; Thence S89°35'32"E, 200.00 feet; Thence S00°32'24"E, 326.64 feet; Thence S89°39'27"E, 781.30 feet; Thence S52°55'51"E, 31.16 feet; Thence N23°17'26"W, 155.11 feet; Thence 141.39 feet along the arc of a 370.00 foot radius curve to the right, the chord of which bears S77°39'24"W, 140.53 feet; Thence S88°36'15"W, 116.13 feet; Thence N01°23'45"W, 60.00 feet; Thence N88°36'15"E, 116.13 feet; Thence 1.82 feet along the arc of a 310.00 foot radius curve to the left, the chord of which bears N88°26'11"E, 1.82 feet; Thence N37°04'09"W, 200.00 feet; Thence N52°55'51"E, 125.00 feet; Thence N37°04'09"W, 108.07 feet; Thence 182.32 feet along the arc of a 370.00 foot radius curve to the right, the chord of which bears N22°57'09"W, 180.48 feet; Thence N89°14'02"W, 142.45 feet; Thence N00°35'53"E, 97.33 feet; Thence N89°14'02"W, 32.78 feet; Thence N00°35'53"E, 89.87 feet; Thence S89°24'07"E, 9.39 feet; Thence N00°35'53"E, 100.00 feet; Thence S89°24'07"E, 28.83 feet; Thence N00°35'53"E, 125.00 feet; Thence N89°24'07"W, 151.36 feet; Thence N00°35'53"E, 60.00 feet; Thence S89°24'07"E, 467.85 feet; Thence S15°39'46"E, 62.50 feet; Thence S00°35'53"W, 122.50 feet; Thence N89°24'07"W, 132.00 feet; Thence S00°35'53"W, 110.50 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S44°24'07"E, 16.97 feet; Thence S89°24'07"E, 102.50 feet; Thence S14°42'10"E, 62.20 feet; Thence N89°24'07"W, 118.91 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S45°35'53"W, 16.97 feet; Thence S00°35'53"W, 35.07 feet; Thence 98.60 feet along the arc of a 300.00 foot radius curve to the left, the chord of which bears S08°49'02"E, 96.15 feet; Thence N7°41'49"E, 120.87 feet; Thence N00°00'00"E, 109.98 feet; Thence N14°42'10"W, 62.20 feet; Thence N00°35'53"E, 122.50 feet; Thence S89°24'07"E, 101.00 feet; Thence S00°35'53"W, 122.50 feet; Thence S89°24'07"E, 41.82 feet; Thence 182.65 feet along the arc of a 130.00 foot radius curve to the right, the chord of which bears S49°09'05"E, 167.99 feet; Thence S08°54'03"E, 41.87 feet; Thence 73.77 feet along the arc of a 65.00 foot radius curve to the right, the chord of which bears S23°36'43"W, 69.87 feet; Thence S36°13'45"E, 115.62 feet; Thence S52°55'51"W, 153.45 feet; Thence N44°09'41"W, 115.87 feet; Thence S52°55'51"W, 116.67 feet; Thence S37°04'09"E, 227.99 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S82°04'09"E, 16.97 feet; Thence N52°55'51"E, 372.48 feet; Thence S37°04'09"E, 60.00 feet; Thence S52°55'51"W, 151.82 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S07°55'51"W, 16.97 feet; Thence S37°04'09"E, 116.00 feet; Thence S52°55'51"W, 124.13 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears N82°04'09"W, 16.97 feet; Thence S52°55'51"W, 124.13 feet; Thence S37°04'09"E, 140.00 feet; Thence N52°55'51"E, 124.13 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears N07°55'51"E, 16.97 feet; Thence N52°55'51"E, 70.00 feet; Thence 18.85 feet along the arc of a 12.00 foot radius curve to the left, the chord of which bears S82°04'09"E, 16.97 feet; Thence N52°55'51"E, 303.49 feet; Thence N02°45'46"W, 612.43 feet; Thence S87°14'14"W, 37.13 feet; Thence 185.24 feet along the arc of a 170.00 foot radius curve to the left, whose long chord bears S11°05'29.5"E, 49.25 feet; Thence S02°45'46"E, 393.10 feet; Thence N37°04'09"W, 60.00 feet; Thence 106.92 feet along the arc of a 110.00 foot radius curve to the left, the chord of which bears N25°05'02.5"E, 102.76 feet; Thence N02°45'46"W, 202.48 feet; Thence S87°14'14"W, 125.00 feet; Thence N02°45'46"W, 85.30 feet; Thence S54°39'20"W, 152.74 feet; Thence 84.99 feet along the arc of a 130.00 foot radius curve to the left, the chord of which bears N50°21'07"W, 83.49 feet; Thence N30°19'24"E, 25.28 feet; Thence N00°35'53"E, 108.63 feet; Thence S89°24'07"E, 88.33 feet; Thence N00°35'53"E, 122.50 feet; Thence N89°24'07"W, 271.33 feet; Thence N15°39'46"W, 62.50 feet; Thence S89°24'07"E, 100.00 feet; Thence S89°24'07"E, 285.26 feet; Thence 137.50 feet along the arc of a 170.00 foot radius curve to the right, whose long chord bears S66°13'46"E, 133.80 feet; Thence N45°56'39"E, 44.52 feet; Thence N00°35'53"E, 149.92 feet; Thence N89°24'07"W, 440.47 feet; Thence S00°35'53"W, 128.00 feet; Thence N89°24'07"W, 100.00 feet; Thence N00°35'53"E, 128.00 feet to the point of beginning.

Parcel contains 944,503 Square Feet / 21.68 Acres more or less.
Parcel subject to any easements and restrictions of record.



David J. Chrouser
September 18, 2013
Revised: October 15, 2013
Revised: October 22, 2013
Revised: October 29, 2013
Revised: November 4, 2013
Revised: December 9, 2013

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.
Certified: January 15th, 2014
Renee M. Pomeroy
Department of Administration

Office of the Register of Deeds
Brown County, Wisconsin
Received for Record _____, 20____
at _____ o'clock _____ M and recorded as
Document # _____ in
Volume _____ of _____ on Page _____
Cathy Wilkette Lindsay, Register of Deeds

CERTIFICATE FOR THE VILLAGE OF HOBART

Approved for the Village of Hobart this 18th day of April, 2014

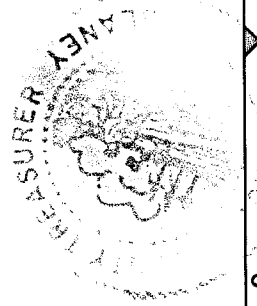
Mary R. Smith
Mary R. Smith
Village Clerk



TREASURER'S CERTIFICATE

As duly elected Brown County Treasurer and Village of Hobart Treasurer, we hereby certify that the records in our offices show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in this Plat as of the dates listed below.

Kerry M. Smith 4/23/14
Brown County Treasurer
Mary R. Smith 4-18-14
Village of Hobart Treasurer



LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

Waterford Homes of Green Bay LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that we caused the land described on Polo Point Second Addition to be surveyed, divided, mapped and dedicated as represented hereon. Waterford Homes of Green Bay LLC also certifies that this Plat is required by S.236.10 or S.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION
DEPT. OF ADMINISTRATION

In Witness Whereof, the said Waterford Homes of Green Bay LLC has caused these presents to be signed by Ronald L. Smith its Member, on this 21st day of April, 2014

Ronald L. Smith
Member

Personally came before me this 21st day of April, 2014, the above named Member of said Limited Liability Company and acknowledged that he executed the foregoing instrument as such Member as the deed of said Limited Liability Company, by its authority.

Christopher D. Charles
Notary Public
Brown County, Wisconsin

My Commission Expires 8/23/15

CHRISTOPHER D. CHARLES
NOTARY PUBLIC
STATE OF WISCONSIN

STATE OF WISCONSIN }
COUNTY OF BROWN } SS

CERTIFICATE OF CORPORATE MORTGAGEE

Community First Credit Union corporation duly organized and existing under and by virtue of the laws of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this subdivision plat and does hereby consent to the above certificate of Waterford Homes of Green Bay LLC.

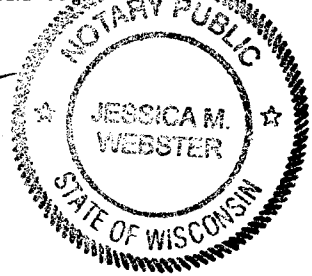
IN WITNESS WHEREOF, Community First Credit Union has caused these presents to be signed by Brent Jensen, its VP-Senior Lender, and countersigned by Michael Kerschman, its Asset Branch Manager, at De Pere, WIS., this 23rd day of April, 2014.

Brent Jensen
Michael Kerschman

Personally came before me this 23rd day of April, 2014, the above named officers of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Jessica M. Webster
Notary Public

My Commission Expires 5-24-2015

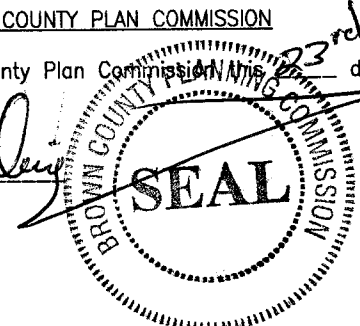


STATE OF WISCONSIN]
COUNTY OF BROWN] SS

CERTIFICATE OF THE BROWN COUNTY PLAN COMMISSION

Approved for the Brown County Plan Commission this 23rd day of APR, 2014

Peter Schleiniz
Peter Schleiniz
Senior Planner



TAX PARCEL NO. HB-728

Waterford Homes
of Green Bay LLC

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Polo Point
Second Addition

File: J-13813Plat 110413.dwg

PROJECT NO.
J-13813
SHEET NO.
3 of 4
DRAWING NO.
P-2193

SCALE
1"=80'
DRAWN BY
JMP

Polo Point Second Addition

ALL OF LOTS 1, 2, AND 5 OF THE RECORDED PLAT OF "LELAND & VIVIAN'S GARDENS, LOTS 7, 8, 9, 10, 13-24, 27-42, 46-49, 59-70, 75, 76, 83-86, 90, 93, 94, 102, 108-110, 122, 123 AND 124, POLO POINT, PART OF LOTS 71, 89 AND 103-107, POLO POINT, LOT 1, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 32, MAP #6829, BEING PART OF LOT 111 POLO POINT, LOT 4, VOLUME 46 OF CERTIFIED SURVEY MAPS, PAGE 34, MAP #6830, BEING PART OF LOT 45, POLO POINT, LOT 1, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 202, MAP #7012, BEING A PART OF LOT 50, POLO POINT, LOTS 1, 2 AND 3, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 215, MAP #7017, BEING ALL OF LOTS 11 AND 12, POLO POINT, LOTS 3 AND 4, VOLUME 47 OF CERTIFIED SURVEY MAPS, PAGE 361, MAP #7069, BEING PART OF LOT 57 AND ALL OF LOT 58, POLO POINT, LOTS 1, 2 AND 3, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 94, MAP #7106, BEING PART OF LOT 118 AND ALL OF LOTS 119, 120 AND 121, POLO POINT, PART OF LOTS 1, 3 AND 4, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 278, MAP #7167, BEING ALL OF LOTS 1-6, POLO POINT AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF LOT 15, SECTION 24, T24N-R19E, ALL BEING LOCATED IN PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND PART OF LOT 15, SECTION 24, T24N, R19E, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

The owner of the real estate legally described on this plat (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

1. The lands on all side and rear lot lines of all lots are dedicated as drainage easements to all property owners within the plat and the Village of Hobart and shall be graded by the property owner and maintained per the approved drainage and grading plan by abutting property owners to provide for the adequate drainage of surface water away from any and all structures. The land occupied by the public utilities easements of the lots shall not be graded in such a manner as to interfere with the drainage of storm water. No fill, structures or fences shall be permitted to extend on or into any drainage easement. Any alterations, damming or containment of water, its flow or its banks shall be prohibited. Any deviation from the approved drainage and grading plan shall be approved by the developer and the Village of Hobart.

2. Each property owner shall grade the property to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.

3. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along any of the lot or street lines, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.

4. No direct vehicular access will be allowed to Trout Creek Road, other than platted streets.

5. The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in "Wisconsin Construction Site Best Management Practice Handbook" (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, at the time of construction, if the Village of Hobart has adopted a soil erosion ordinance, it shall govern over this requirement. This provision applies to any grading, construction, land disturbing activities.

6. All dwellings shall be completed within one year after the beginning of construction and every structure must have permanent finish on the exterior within six months of the start of construction.

7. All landscaping, including, lawn, trees, shrubs are to be completed within six months of completing construction.

8. Driveways are to be of concrete or brick pavers and must be completed within six months from completion of home.

9. No building erected elsewhere shall be moved onto any lot.

10. Each dwelling unit shall have a foundation below the frost line.

11. No chain link type fencing is permitted. Decorative fencing can be erected upon any lot in the plat with the proper permit from the Village of Hobart.

12. No satellite dishes over 20" or exterior antennas, such as television (other than the normal house top antenna), ham radio or other communication modes shall be installed on any lot.

13. No livestock, poultry or exotic animals of any kind (including without exception of others) shall be kept, raised, bred or maintained on any lot within the plat.

14. No nuisance or storage can be maintained or suffered to exist in the plat. No obnoxious or offending activity shall be allowed on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No lawn equipment or recreational vehicles, such as but not limited to, boats, trailers, 4 wheelers, dirt bikes, jet skis, snowmobiles, etc. can be stored outside for more than 15 days per year.

15. Landscaping and maintenance shall be done in a manner to blend with the environment and nature of the community to prevent the development of unsightly and undesirable areas. The entire lot must be kept well groomed and maintained in an acceptable manner.

16. The cutting and storage of firewood shall be confined in size and location, and be maintained in an orderly fashion. It is required that storage of firewood be housed, sheltered or screened by adequate plantings or fencing so as to be concealed from view of neighboring lots and streets.

17. Trash, rubbish, garbage, and all refuse matter or waste shall be kept in a closed sanitary containers to be regularly emptied or removed from the premises and shall not be allowed to accumulate or cause an undesirable condition or health hazard.

18. Burning of trash, rubbish, garbage, yard wastes, etc. is prohibited. Plot

19. Vacant lots cannot be used for parking cars, or storage of any kind and shall be maintained by the owner so as to comply with these covenants and local regulations.

20. No home, garage, or other structure or improvement of any kind shall be installed, erected, constructed or placed on any lot (or, altered or changed with respect to layout, location or exterior design, appearance, elevation, color or material composition) without prior written approval by the developer. The developer may deny or withhold approval of any proposed improvement in the Developer's sole judgment. Any lot owner who causes or allows any improvements to be constructed, installed, placed, or altered on any lots without prior written approval from the Developer, shall be required to remove such improvement (or restore such alteration) in its entirety at the lot owner's expense. Without intending to limit the generality of the foregoing, it is intended that the exterior color or appearance of any portion of a home, garage, or other improvement cannot be changed in any significant respect without prior written approval from the developer.

21. Lots 201-202, 233-234, 246-247, 248-249, 250-251, are designated as zero lot line single family dwelling units. These lot pairings shall employ zero lot lines at the shared property line. Each dwelling unit shall have a minimum square footage of living space of 1,350 Sq. Ft. per unit.

23. Lots 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 192, 193, 194, 200, 203, 209, 214, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 235, 240, 243, 252, 253 and 254 shall have a minimum square footage of living space of 1,800 Sq. Ft. for a ranch and 1,800 Sq. Ft. for a two story.

24. Lots 168, 169, 170, 191, 195, 196, 197, 198, 199, 204, 205, 206, 207, 208, 210, 211, 212, 213, 215, 216, 236, 237, 238, 239, 241, 242, 244 and 245, shall have a minimum square footage of living space of 1,700 Sq. Ft. for a ranch and 2,000 Sq. Ft. for a 2 story.

25. The minimum square footages listed cannot include any basement areas.

26. No split level homes will be allowed.

27. Each home is to have a two(2) stall garage no less than 500 Sq. Ft. Three(3) stall garages must have the third door recessed behind the other two doors.

28. Each house shall have a minimum of 50% brick or stone front, excluding doors and windows.

29. Each house shall have a minimum 6/12 roof pitch.

30. Square footage of the homes on all lots may be altered by the developer with written permission only. This shall require some added amenities such as, but not limited to, special or unique landscaping, added stone, brick or masonry, etc.

31. Because this property is being replatted from a condominium, laterals to the new lots may cross or extend across neighboring lots. At the time of construction each lot owner shall make provisions with the developer to extend the laterals to the adjoining property if needed to minimize driveway and/or lawn reconstruction at such time as the adjoining lot is built upon. All existing lateral locations are to contain easement rights for repair and maintenance as necessary to each adjoining property owners.

32. Waterford Homes of Green Bay LLC, will have plan approval on all homes being proposed. Two full size copies of each home and site plan to be submitted for approval. Three (3) days from submittal, notification of approval or denial will be given with written reasons for denial. Upon approval 2 signed copies of the submitted plan will be returned. The covenants listed are minimums with flexibility for any well designed home. The goal is to create a wonderful and varied streetscape. Quality over quantity of square feet will be emphasized. Front porches, natural materials and recessed garages are highly recommended for the front of houses. The same floor plan can only be used on 20% of the homes.

33. All lots to have a 25 foot front yard setback, 7 foot side yard setback and 25 foot rear yard setback, regardless if home is a ranch or two story. The side yard setback shall not apply at the shared property line between each pair of lots identified in Restrictive Covenant #21.

34. The Austin Straubel International Airport director shall be contacted for review and approval prior to any development and land disturbing activities within the Airport Zoning Districts.

35. Subject to restrictions within the Condominium Documents for "Polo Point Condominium".

36. Restriction on Transfer. Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof), and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate, as a result of the transfer, any of items (1) - (3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any "taxation district" or "taxing jurisdiction" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(6) - (7) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing "general property taxes" (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special tax" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1) - (5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 75, Wis. Stats.; or (iii) except as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.

37. Notice of Transfer.

a. Notice and Consent to Transfer. Prior to any transfer of any interest in the Subject Real Estate (or any part thereof) the party proposing to transfer an interest shall comply with the following. The transferor shall provide advance written notice of the intended transfer, executed by both the transferor and the intended transferee of such interest, to the Village of Hobart. The notice shall contain: (1) a complete and accurate description of the interest to be transferred and the portion of the Subject Real Estate affected; (2) the correct legal name and current business address of the transferee; and (3) a legally enforceable consent agreement from the transferor and transferee acknowledging knowledge of these Restrictive Covenants and, further agreeing that the Subject Real Estate shall be subject to the terms and conditions hereof following the transfer and that transferee will take no action to violate the terms of these Restrictive Covenants. The notice of transfer shall be delivered to the Village of Hobart not later than fifteen (15) calendar days prior to any transfer of any interest in the Subject Real Estate or any portion thereof. The Village of Hobart shall have fifteen (15) days from the date of the notice of transfer to object to the transfer as being in violation of the terms of these Restrictive Covenants by forwarding written notice thereof to the transferor. In the event of such an objection, the transferor shall be prohibited from transferring the interest alleged to be transferred until such time as a court of competent jurisdiction determines that the proposed transfer does not violate the terms of these Restrictive Covenants.

b. Failure to Act. If the Village of Hobart fails to timely object to the transfer within fifteen (15) calendar days, the transfer may occur; provided, however, that the Village of Hobart's failure to object shall not operate, in any manner, as a waiver of any of the restrictions set forth herein or the consent to violate any of the terms hereof.

c. Basis for Objection. Village of Hobart shall not unreasonably withhold or delay its consent to any transfer of any interest subject to these Restrictive Covenants, and the sole and exclusive basis for any objection made pursuant to the foregoing process shall be that the transfer would cause a violation of these Restrictive Covenants.

d. Inapplicability. Notwithstanding anything in these Restrictive Covenants to the contrary, the foregoing provisions are not intended to affect, and shall not apply to: (i) any transferor's grant of utility, ingress/egress, access, maintenance, signage, drainage, conservation or other easements or similar interests of any type or nature in the Subject Real Estate (or parts thereof) for the benefit of third parties which are immaterial to the fee ownership of the Subject Real Estate; (ii) any transferor's grant to a third party or parties of any real estate security agreement, mortgage, deed in trust, Uniform Commercial Code (UCC) fixture or other filing or other similar security devices or instrument evidencing a collateral interest in the Subject Real Estate (or any part thereof) to be held by any bank, credit union, savings and loan or saving bank, and/or other lenders in consideration of past, present and/or future indebtedness by any transferor, unless, and not until, there is a foreclosure or execution on such real estate security instrument which results in the transfer of title to the Subject Real Estate (or all part thereof); or (iii) any other grant of a material interest in the Subject Real Estate (or part thereof) which does not substantially alter the fee simple or other equitable ownership in the Subject Real Estate and does not result in the violating the restrictions contained in paragraph 1 above.

38. Waiver of Certain Restrictions. Notwithstanding anything in these Restrictive Covenants to the contrary, the restrictions set forth in paragraph 1, hereof, as restrictions (1) and (2) which pertain to tax assessments against the Subject Real Estate (or any part thereof), shall be deemed to have been waived by the Village as to any owner and proposed transferee of the Subject Real Estate (or any part thereof), provided that the proposed transferee enters into a written and legally enforceable agreement, that the proposed transferee will make payments to the Village of Hobart in lieu of real estate taxes, which payments shall equal the tax assessments which would otherwise be due the Village of Hobart, Brown County, Pulaski School District and Vocational/Technical School (or any other beneficiary of real estate taxes) for the Subject Real Estate (or portion) owned or proposed to be transferred, and which shall be due at the time real estate tax payments are due from the real estate tax assessed parcels of the Village of Hobart and that the obligation to make said payment shall be in full force and effect for so long as the proposed transferee holds title to the Subject Real Estate (or any portion thereof). The proposed transferee must further confirm and agree, in writing to the Village of Hobart, that in the event that any such payment in lieu of real estate taxes is not made when due, the proposed transferee consents to the imposition of a lien on the Subject Real Estate (or portion) in favor of the Village, in the amount of the unpaid amount. With respect to restriction (3) contained in paragraph 1, the Village will agree to waive this restriction upon receipt of a legally enforceable consent agreement whereby the owner or proposed transferee agrees to be bound by the jurisdiction of the Village of Hobart, including, but not limited to, zoning authority and controls.

39. Duration of Restrictions. The covenants, conditions, and restrictions contained in this instrument are to run with the land and shall be binding on all parties and all persons claiming under them, unless and until an instrument terminating the covenants set forth herein, or any portion thereof, is executed by the owners of record title and Village of Hobart and filed with the Register of Deeds for Brown County, Wisconsin.

40. Reformation of Covenants. If any provision or clause of these Restrictive Covenants is held to be invalid or inoperative by a court of competent jurisdiction, then such clause or provision shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified for it to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

41. Amendment of Covenants. These Restrictive Covenants may be amended by the Village without the consent of any owner, lien holder or other party having an interest in the Subject Real Estate if an issue arises with respect to the invalidity or enforceability of any clause or provision and said amendment is required to render said provision or clause valid and enforceable to the maximum extent permitted by law. Any other amendment shall require the consent of the Village and the record owner(s) holding title to at least 75% of the total assessed value of the Subject Real Estate.

42. Miscellaneous.

a. Expenses. In the event that any legal action is filed arising out of, or relating to these Restrictive Covenants and the Village of Hobart is a party to said action, in the event that the Village of Hobart is a prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the Village of Hobart for all costs and expenses incurred by the Village of Hobart in defending or prosecuting such action, including reasonable attorney fees.

b. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when personally delivered or sent by prepaid telex, cable or telecopy or sent to reputable overnight courier service or three (3) days after deposit in the United States Mail, certified mail, postage prepaid, return receipt requested.

c. Binding Effect. These restrictive covenants shall be binding upon the Subject Real Estate as a covenant running with land and shall bind all present and future owners of any interest in the Subject Real Estate or any portion thereof.

thereof.

d. Paragraph Headings. The headings in this document are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this agreement.

e. Applicable Law. Any and all actions or proceedings seeking to enforce any provision of, or based upon any right arising out of, these Restrictive Covenants shall be brought against a party in the circuit court of Brown County, State of Wisconsin (sitting in Green Bay, Wisconsin) and each of the parties to any such action consents to exclusive jurisdiction of such court(s) (and the appropriate appellate courts therefrom) in any such account or proceeding and waives any objection to venue laid therein. By acceptance of a deed transferring title ownership of any portion of the Subject Real Estate, the title owner hereby waives any defense to an action filed with respect to these Restrictive Covenants by the Village based on sovereign immunity.

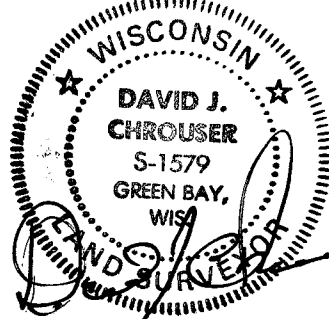
43. No Building Improvements are allowed in areas dedicated for utility or storm water easements.

Austin Straubel Airport Note:

The entire Plat is located more than 15,000 feet from Austin Straubel International Airport, and is located in Crash Hazard Zone C. Residential development is authorized.

ACCESS NOTE:

PER BROWN COUNTY DPW, ACCESS TO CTH "J" PROHIBITED FOR LOTS 198, 199, 200, 201, 202 AND 203.



September 18, 2013
Revised October 15, 2013
Revised October 22, 2013
Revised October 29, 2013
Revised November 4, 2013
Revised December 9, 2013

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified January 15th, 2014
Kevin M. Pomeroy
Department of Administration

Office of the Register of Deeds
Brown County, Wisconsin
Received for Record _____, 20____
at _____ o'clock _____ M and recorded as
Document # _____ in
Volume _____ of _____ on Page _____
Cathy Willquette Lindsay, Register of Deeds

TAX PARCEL NO. HB-728

Polo Point Second Addition

File: J-13813Plat 110413.dwg

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Waterford Homes of Green Bay LLC

PROJECT NO. J-13813
SHEET NO. 4 of 4
DRAWING NO. P-2193

SCALE 1"=80'
DRAWN BY JMP