

DOCUMENT NO.

DECLARATION OF COVENANTS AND
RESTRICTIONS FOR POLO POINT SECOND
ADDITION

2665125

**CATHY WILLIQUETTE LINDSAY
BROWN COUNTY RECORDER**

GREEN BAY, WI

RECORDED ON

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR POLO POINT SECOND ADDITION (the "Declaration")
is hereby made and established as of the 23rd day of April,
2014, by Waterford Homes of Green Bay LLC, a Wisconsin
limited liability company (hereinafter the "Developer").

THIS SPACE RESERVED FOR RECORDING DATA
NAME AND RETURN ADDRESS

Davis & Kuelthau, s.c.
Attn: William S. Woodward
318 S. Washington Street, Suite 300
Green Bay, WI 54301

RECITALS:

WHEREAS, Developer purchased 146 declared, but unbuilt Units within Polo Point Condominium (the "Condominium"); and

WHEREAS, the Developer has requested and the Unit Owners of the Condominium consented, subject to the terms of this Declaration, to the removal of the real estate described on Exhibit A from the Condominium and the Developer has added additional property to create the plat of the Polo Point Second Addition (collectively, the "Subject Property") within Polo Point Subdivision (the "Subdivision"); and

WHEREAS, the eastern part of the Subdivision has been developed with Zero Lot Line lots and the western part of the Subdivision has been developed as single family lots known as "Polo Point Estates" by a third party not associated with the Developer and not subject to the original Declaration of Covenants and Restrictions of Polo Point Development or any amendments thereto.

DECLARATION

NOW, THEREFORE, in consideration of the consent PPCOA, Inc. (the "Condominium Association") and Unit Owners within the Condominium to remove the real estate legally described on Exhibit A from the Condominium, Developer hereby declares that the Subject Property described on the attached Exhibit "B" (except for dedicated streets and utilities), shall be used, held, leased, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

ARTICLE 1
DEFINITIONS, PURPOSE AND USE RESTRICTIONS

1.01. DEFINITIONS

- (a) Associations. The Residential Homeowners Association and/or the Condominium Association, as the case may be.
- (b) Clubhouse. The Clubhouse, that is part of the Common Elements of the Condominium, and which is subject to certain use rights by the Zero Lot Line Owners.
- (c) Clubhouse Common Elements. The Clubhouse, the pond area generally located to the west of the Clubhouse, and the area designated as Town Square Park, all designated as Clubhouse Common Elements on the Condominium Plat.
- (d) Clubhouse Percentage Interest. The percentage that the number of Units owned by a Unit Owner bears to all Units within the Condominium, and further provided, that: commencing upon the execution and filing of this Declaration, the calculation to determine the Percentage Interest for determining the obligations to pay for the use and maintenance of the Clubhouse Common Elements shall include all Lot Owners within the Subject Property and any Zero Lot Line Homeowner who has provided written notification to the Condominium Association of such Homeowner's desire to use, enjoy and pay maintenance charges for, the Clubhouse Common Elements. Such Second Addition Lots and Zero Lot Line Lots shall be treated as a Unit in the Condominium for such purposes only.
- (e) Condominium. Polo Point Condominium.
- (f) Condominium Association. PPCOA, Inc.
- (g) Family. One or more persons related by bond, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or groups of persons where three or more are not so related or engaged as household employees.
- (h) Home. A residential building designed and used as a dwelling for one family.
- (i) Lot. A platted lot within the Polo Point Second Addition identifiable by reference to a name and lot number, and which has been expressly made subject to this Declaration.
- (j) Lot Owner, Lot Owners or Co-Owners. The holder(s) of a legal or equitable ownership interest in fee simple record title to a lot, regardless of the type of tenancy or estate and shall include land contract vendees and vendors, but, unless otherwise specifically indicated in these covenants and restrictions, shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.
- (k) Master Association. Polo Point Master Association, Inc., an association of property owners, currently made up of the Condominium Association and the Homeowners

Association to administer and enforce the Bylaws of the Master Association and these covenants and restrictions.

- (l) Polo Point Development. All of the land within the Condominium, the Zero Lot Line Development, and Polo Point Second Addition, but excluding Polo Point Estates.
- (m) Polo Point Second Addition. The land legally described on Exhibit B which is a part of the Polo Point Development and consisting of 87 single family residential Lots.
- (n) Polo Point Subdivision. The Polo Point Development and the Polo Point Estates Development.
- (o) Property. A Lot and all improvements thereon.
- (p) Residential Homeowners Association. Polo Point Residential Homeowners Association, Inc., an association formed by the Polo Point Second Additional Lot Owners to administer and enforce its bylaws and these covenants and restrictions to the extent not administered and enforced by the Master Association.
- (q) Section. All those provisions within a numbered heading of this Declaration.
- (r) Structure. An "improvement," synonymous with structure and including any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, carport or aboveground storage facility; tent; exterior lighting or electric fixture, antennae, tower, pole or bug control device; antenna, tower, dish or other device, free-standing or attached, for transmission or reception of electronic signals; fence, retaining or other wall, fountain or aboveground or in-ground swimming or wading pool; plantings; driveway, sidewalk or walkway; pet kennels or run line; screened or other type of porch, patio or gazebo, tree house or other exterior play equipment; berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located entirely within the exterior perimeter walls of the single family building constructed on the lot. Use of the phrase "structure or improvement" or any other use of such words shall not imply different meanings for such terms.
- (s) Subdivision. The Polo Point Subdivision.
- (t) Successor-Developer. Any person, corporation, partnership or other entity to which Developer expressly assigns or otherwise transfers its rights and obligations hereunder, or any successor to the Developer by operation of law.
- (u) Village. The Village of Hobart, a municipal subdivision of Brown County, Wisconsin.
- (v) Zero Lot Line Development. That portion of the Polo Point Development subject to the Second Amendment of Covenants and Restrictions-Polo Point Zero Lot Line Development filed with the Brown County Register of Deeds.

1.02. GENERAL PURPOSE. The general purpose of this Declaration is to help assure that Polo Point Subdivision will remain attractive residential areas and in furtherance of such purpose: to preserve and maintain high aesthetic standards for all improvements, as well as the natural beauty of open spaces; to protect owners of Lots and Condominium Unit Owners against use of surrounding Lots which may detract from the residential value or enjoyment of their Property; to guard against the erection or maintenance of garish or poorly designed or proportioned Structures; to obtain a harmonious and aesthetically pleasing blend of materials, Structures and color schemes; to insure a residential development of the Polo Point Subdivision consistent with high aesthetic standards; and to otherwise secure mutual enjoyment of benefits for owners and occupants of residential property within the Polo Point Subdivision.

1.03. SINGLE FAMILY USE: GENERAL RESTRICTIONS

(a) Each Lot shall be used solely for residential purposes by one Family. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a homesite as a place of residence and limited recreation.

(b) Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests.

(c) No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

(d) The landscaping on each Lot shall be properly maintained in a manner consistent with the Condominium Common Areas and the lots within the Zero Lot line subdivision.

1.04. RESTRICTIONS ON USE OF RECREATIONAL VEHICLES. Recreational vehicles (which shall include snowmobiles, boats and other watercraft, trail bikes, travel trailers and vans, motor homes and dune buggies and other off-street motorized vehicles of any kind) shall not be parked, kept or stored on any Lot outside an enclosed garage, except for temporary storage of loading and unloading purposes for a period of not more than 48 hours. Such recreational vehicles shall also not be used or operated on any Lot or otherwise within the Subdivision, except on dedicated streets in accordance with applicable traffic laws.

1.05. ANIMALS AND PETS. No livestock, poultry, reptile or other animal of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other normal household pets (as may be approved by the Developer from time to time) may be kept so long as not kept, bred or maintained for any commercial purpose or in an unreasonable number (no more than two (2) dogs and three (3) cats are permitted per Lot) or manner, or which may be contrary to applicable law. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not allowed to unreasonably annoy any other Lot Owner and is not allowed to run at large. No exterior pet kennels or related structures shall be permitted at any time. Dogs shall be restrained from unnecessary or excessive barking.

1.06. GARBAGE AND REFUSE No Lot shall be used or maintained for dumping or storage of trash, garbage or debris of any kind, except for temporary storage in sanitary covered containers suitably screened from view from streets and adjoining Lot. There shall be no burning or burial of any garbage, trash, or debris at any time.

1.07. USE OF CONDOMINIUM CLUBHOUSE COMMON ELEMENTS AND PARK AREAS.

Polo Point Condominium includes the Clubhouse Common Elements. Provided common area charges are paid by the Residential Homeowner's Association, each Homeowner shall have the right to use and enjoy the Clubhouse Common Elements. Each Lot Owner shall be assessed a fee by the Condominium Association and paid to the Condominium Association by the Residential Homeowner's Association, as directed by the Condominium Association, as if such Lot Owner were a Unit Owner within the Condominium, but only to the extent of the fees payable by Condominium Unit Owners that are attributable to the maintenance and operation of the Clubhouse Common Elements, which expenses shall be separately accounted for by the Condominium Association. Zero Lot Line Owners and Estate Lot (Polo Point 1st Addition) Owners who elected or elect to permanently have access to the Clubhouse Common Elements by filing a covenant on their lot and Lot Owners shall have the right to vote their percentage interest as if they were Unit Owners in the Condominium as to matters pertaining to the use, budget and maintenance of the Clubhouse Common Elements; provided, however, it is acknowledged that the Condominium Association board of directors shall have the final authority over such matters. Upon the request of a Lot Owner, the Condominium Association shall provide such Lot Owner with documentation sufficient to inform the Lot Owner of the expenses for Clubhouse Common Elements for the Clubhouse budget.

1.08. ADDITIONAL CONSIDERATION. As additional consideration for the consent required to remove the real estate subject to this Declaration from the Condominium, the Developer agreed as follows:

(a) There are landscape berms within Polo Point Development used as a buffer against roads abutting the properties within Polo Point Development. With respect to those berms that were located within the Condominium Property, the Residential Homeowner's Association shall be responsible for the maintenance and upkeep of the berms, whether the berms are located within the Subject Property or remain within the Condominium Property. An easement was created on the plat of the Polo Point Second Addition for this purpose. In addition, the Residential Homeowners Association shall be responsible for the maintenance and upkeep of the landscaped areas within the roadways within Polo Point Development (S. Marco Polo, Ponce De Leon, Cabrillo Ct, Corando Ct., and DeSoto Circle). All maintenance of the berms and landscaped areas within the roadways shall be done in a professional manner, consistent with the past practice of the Condominium Association.

(b) At the time of the first transfer of any Lot within Polo Point Second Addition by the Developer, five hundred dollars (\$500.00) shall be paid to the Condominium Association.

**ARTICLE 2
CONSTRUCTION OF IMPROVEMENTS**

2.01. ARCHITECTURAL CONTROL.

(a) The Master Association, consistent with these covenants and restrictions and the Restrictive Covenants set forth on the Plat of Polo Point Second Addition (collectively, the "Architectural Covenants"), shall have the sole and exclusive right to grant approvals, enforce and determine compliance with the standards and restrictions established herein, and to grant variances therefrom, as set forth in this Declaration.

(b) 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 Master Association with respect thereto. The Master Association may deny or withhold approval of any proposed improvement in the Association's reasonable judgment, if the proposed improvements violates any of the Architectural Covenants or is materially inconsistent with the other Structures within Polo Point Development. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE MASTER ASSOCIATION 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 may not be changed in any significant respect without the prior written approval of the Master Association.

(c) The Master Association may assign the responsibility for assuring compliance with the non-design related Architectural Requirements to the Developer. The Master Association will establish a procedure for the review of the Architectural Requirements which will, among other terms, shall provide that in the event the Master Association does not provide notice to the party submitting the plans of an objection within 72 hours (excluding weekends and holidays) of receipt, the plans shall be deemed in compliance. An approval of the Master Association shall consist of at least 3 out of the 4 members of the Executive Board within 72 hours, unless the Executive Board has delegated initial review to one or more persons. If, after a notice of objection, the plans are revised, three of four members of the Master Association Executive Board shall be required to approve the plans. Approval of the plans by the Master Association does not act as a waiver of any non-compliance with the Architectural Requirements.

(d) Except to the extent necessary for the construction of exposed basements or split level homes, no portion of any Home located above grade level shall be covered with ground, soil or similar materials.

2.02. LANDSCAPING, GRADING AND DRAINAGE

(a) Landscaping plans, including mature shrubbery, must be submitted for approval to the Master Association.

(b) All landscaping shall be performed in accordance with the plan approved by the Master Association and shall be completed within twelve (12) months following the issuance of the occupancy permit for the Home.

(c) No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Master Association. In general, fencing will not be allowed, other than for protection of swimming pools. No swimming pools shall be installed above the surface grade.

(d) Front yards, including side yards on common lot lines, shall be maintained as clipped lawns and only back and side yards of wooded lots may be left natural, subject to approval by the Master Association.

2.03. CONSTRUCTION MATERIALS – STORAGE. No building or construction material shall be stored on any Lot outside of the Home or garage, other than during periods of actual construction or remodeling and then only for so long as may be necessary. Excess excavated material shall not be stored on any Lot after

construction without the prior approval of the Master Association, unless required for back filling, finish grading or landscaping. Firewood must be stored in the garage and not on any portion of the Lot.

2.04. SIGNS. No sign or banner of any kind shall be placed or displayed to public view on any Lot, except: (i) one standard sign (showing the Lot Owner's name) as may be approved by the Master Association for uniform use in terms of size, design, appearance and location for each Lot and except for political signs and "for sale" and/or signs identifying the contractor during the period of construction of a structure.

2.05. OUTBUILDINGS. No outbuildings or storage buildings/sheds are allowed. Ornamental buildings such as gazebos shall be allowed at the sole discretion of the Master Association with prior written approval.

2.06. ORNAMENTAL LIGHTING

(a) The Developer shall, at its expense, install ornamental lighting fixtures and related facilities within the public street right of ways within Polo Point Second Addition Development as directed by the Village.

(b) The Developer shall transfer ownership and maintenance of the ornamental lighting facilities to (i) the Village, (ii) any public or private utility, or (iii) without charge, to the Residential Homeowners Association any time after formation thereof. If the ornamental lighting facilities are transferred to the Residential Homeowners Association, the Residential Homeowners Association shall accept such ownership and be responsible for all costs associated with the repairs, maintenance, replacement and illumination of such lighting facilities.

ARTICLE 3 THE ASSOCIATIONS

RESIDENTIAL HOMEOWNERS ASSOCIATION:

3.01. CREATION

(a) The Developer has formed the Residential Homeowners Association, a non-stock entity for the purpose of assuming all of the rights, power, privileges and obligations set forth under the Bylaws of the Residential Homeowners Association, copies of which, along with copies of any amendment thereto, shall be maintained by the secretary of the Residential Homeowners Association and shall be available for inspection by all Lot Owners and potential Lot Owners.

(b) The affairs of the Association shall be governed by the Board of Directors of the Residential Homeowners Association.

3.02. MEMBERSHIP

(a) Each Lot Owner shall automatically be a member of the Residential Homeowners Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be

owned jointly and severally by all co-owners of the Lot, regardless of the form of tenancy, estate or interesting the Lot.

(b) Residential Homeowners Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest in the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

3.03. BYLAWS. The Residential Homeowners Association shall have the powers and by operated strictly in accordance with the Bylaws that shall be adopted by the Lot Owners (which included the Developer), all of which are incorporated herein by this reference (the "Bylaws").

3.04. LACK OF POWER TO BIND THE RESIDENTIAL HOMEOWNERS ASSOCIATION. No Lot Owner (other than members of the Board acting in their official capacity and in accordance with the Bylaws of the Residential Homeowners Association) shall have any authority to act for the Residential Homeowners Association or the other Lot Owners, as agent or otherwise, nor to bind the Residential Homeowners Association or the other Lot Owners to contracts, negotiate instruments or other obligations or undertakings of any kind.

3.05. POWERS AND RESPONSIBILITIES OF THE RESIDENTIAL HOMEOWNERS ASSOCIATION.

(a) The Residential Homeowners Association shall have the powers set forth in the Bylaws. Nothing herein shall serve to limit those powers. Without limitation, the Residential Homeowners Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Residential Homeowners Association specified in this Declaration:

- i. to levy and enforce payment of general and special assessments on the Lots and against Lot Owners;
- ii. to enforce this Declaration against Lot Owners;
- iii. to purchase, sell and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessment;
- iv. to collect assessments for the Clubhouse Common Elements and remit such assessments to the Condominium Association, as directed by the Condominium Association;
- v. to incur indebtedness on behalf of the Association (but only for the purposes of and as may be reasonably necessary for, carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;

vi. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Residential Homeowners Association for the operation of the Residential Homeowners Association;

vii. to commence, prosecute, defend or be a part to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Residential Homeowners Association; and

viii. to adopt Rules and Regulations within the Subject Property, including fines or penalties which may be enforceable by special assessment against any Lot Owner or his/her family or guests violating such Rules and Regulations.

(b) Any two members of the Board acting together are empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Residential Homeowners Association necessary or incidental to exercise of any powers or obligations of the Residential Homeowners Association or of the Board under this Declaration.

3.06. COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Residential Homeowners Association out of the proceeds of assessments which shall be made against the Lot Owners and their Lots.

(b) "Special Assessments" may be made and levied by the Board against a particular Lot Owner and his/her or their Lot (without levy against other Lots) for:

i. costs and expenses (anticipated or incurred) for repair of damage caused by or at the direction of the Lot Owner, the family or guests of the Lot Owner, or any other party for whom a Lot Owner is responsible;

ii. costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against the Lot Owner;

iii. fees payable by the Residential Homeowners Association to the Condominium Association for the maintenance and upkeep of the berms and Polo Point Development entrance located within the Condominium.

iv. interest due on General and Special Assessments; and

v. all other costs and expenses anticipated or incurred by the Residential Homeowners Association which are subject to Special Assessments as provided under this Declaration.

(c) "General Assessments" may be made and levied by the Board equally against each Residential Owner and his/her or their Lot for the following "common expenses" which may be anticipated, incurred or paid by the Residential Homeowners Association for:

- i. maintenance, repairs, upkeep or operation of any common areas or facilities within the Subject Property and any improvements or equipment related thereto as may be acquired by the Association;
- ii. fees payable by the Residential Homeowners Association to the Condominium Association for use of the Clubhouse Common Elements;
- iii. any insurance maintained by the Residential Homeowners Association;
- iv. taxes, assessments and charges of any kind made or levied by any governmental authority against the Residential Homeowners Association or any other property of the Residential Homeowners Association;
- v. all costs and expenses for the operation and administration of the Residential Homeowners Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- vi. costs and expenses for additional improvements within the Subject Property beyond those installed by Developer;
- vii. all items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;
- viii. all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;
- ix. costs and expenses of services, if any, made available to all Lots; and
- x. all other costs and expenses declared to be common expenses of the Lot Owners under this Declaration.

The General Assessments for any of the foregoing expenses shall be levied equally against each Lot.

(d) The Residential Homeowners Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Residential Homeowners Association which would be subject to General or Special Assessment.

(e) The Board shall determine the estimated expenses of the Residential Homeowners Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association or the ensuing year and shall furnish a copy to each Lot Owner or one of the co-owners of the Lot.

3.07. PAYMENT OF ASSESSMENTS

(a) Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Lot Owner and his or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All Assessments shall become due at such times and in such manner as the Board may determine in its sole and absolute discretion (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All Lot Owners shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.08. DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

(a) All General and Special Assessments which are not paid when due shall bear interest at the lesser of twelve percent (12%) per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Lot Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

(b) The Residential Homeowners Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection and enforcement of liens arising from assessments. The Board shall have the right to record a document with the Register of Deeds for Brown County giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Residential Homeowners Association may bring an action at law against any Lot Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Lot Owners within the Polo Point Second Addition of the delinquency of any Lot Owner.

3.09. RULES AND REGULATIONS

(a) The Board may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Lots by the Lot Owners and their respective families and guests. All Lot Owners, lessees, licensees, invitees, or other occupants, and guests of any Lot in the Polo Point Second Addition shall abide by all such Rules and Regulations.

(b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced by the Board in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

MASTER ASSOCIATION:

3.10. CREATION

(a) The Associations have formed the Master Association, a non-stock entity for the purpose of assuming all of the rights, power, privileges and obligations set forth under the Bylaws of the Master Association, copies of which, along with copies of any amendment thereto, shall be maintained by the secretary of the Master Association and shall be available for inspection by all Lot Owners and potential Lot Owners.

(b) The affairs of the Master Association shall be governed by the Board of Directors of the Master Association. The Board of Directors of the Master Association shall be comprised of two members appointed by the Board of Directors of each of the Associations or as otherwise provided in the Master Association Bylaws.

3.11. MEMBERSHIP. The Residential Homeowners Association and Condominium Association shall be the only members of the Master Association.

3.12. BYLAWS. The Master Association shall have the powers and by operated strictly in accordance with the Master Association Bylaws, all of which are incorporated herein by this reference.

3.13. LACK OF POWER TO BIND THE MASTER ASSOCIATION. No Lot Owner or Condominium Owner (other than members of the Board acting in their official capacity and in accordance with the Bylaws of the Master Association) shall have any authority to act for the Master Association, as agent or otherwise, nor to bind the Master Association to contracts, negotiate instruments or other obligations or undertakings of any kind.

3.14. POWERS AND RESPONSIBILITIES OF THE MASTER ASSOCIATION

(a) The Master Association shall have the powers set forth in the Master Association Bylaws. Nothing herein shall serve to limit those powers. Without limitation, the Master Association shall have the following powers in addition to any others which may be necessary or incidental to performance of any duties or powers of the Master Association specified in this Declaration:

- i. to levy and enforce payment of General and Special Assessments on the Lots and Condominium Units (collectively, the "Properties") and against the Lot Owners and Condominium Unit Owners (collectively, the "Owners");
- ii. to enforce this Declaration against Owners;
- iii. to purchase, sell and convey interests in the real estate (including the improvements thereon) incident to foreclosure of a lien for any assessment;
- iv. to enter and execute contracts, deeds, mortgages, and documents on behalf of the Master Association which relate to management of the Condominium and/or Polo Point Second Addition;
- v. to incur indebtedness on behalf of the Master Association (but only for the purposes of and as may be reasonably necessary for, carrying out its duties and obligations hereunder) and to execute drafts and other negotiable instruments;

vi. to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Master Association for the operation of the Master Association; and

vii. to commence, prosecute, defend or be a part to any suit, hearing or proceeding (whether administrative, legislative or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Master Association.

(b) Any three members of the Board acting together are empowered to negotiate, execute and enter contracts, agreements and other undertakings or documents of any kind on behalf of the Master Association necessary or incidental to exercise of any powers or obligations of the Master Association or of the Board under this Declaration.

3.15. COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Master Association out of the proceeds of assessments which shall be made against the Owners and Properties.

(b) "Special Assessments" may be made and levied by the Board against a particular Owner and his/her or their interests in a Lot or Unit, as the case may be (a "Property") (without levy against other Property) for:

i. costs and expenses (anticipated or incurred) for repair of damage caused by or at the direction of the Owner, the family or guests of the Owner, or any other party for whom an Owner is responsible;

ii. costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration or the Condominium Declaration against the Owner;

iii. interest due on General and Special Assessments; and

iv. all other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration.

(c) "General Assessments" may be made and levied by the Board against each Owner and his/her or their Property for the following "common expenses" which may be anticipated, incurred or paid by the Master Association for:

i. maintenance, repairs, upkeep or operation of the common areas or facilities within the Polo Point Development or Polo Point Subdivision, the Clubhouse Common Elements and any improvements or equipment related thereto as may be acquired by the Master Association;

ii. fees payable by the Associations for the Clubhouse Common Elements;

iii. any insurance maintained by the Master Association;

iv. taxes, assessments and charges of any kind made or levied by any governmental authority against the Master Association or any other property of the Master Association;

v. all costs and expenses for the operation and administration of the Master Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

vi. costs and expenses for additional improvements within the Condominium or Polo Point Second Addition for the benefit of the Owners and/or the Properties;

vii. all items subject to Special Assessment which have not been collected from an Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Owner, all other Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;

viii. all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by Special Assessment;

ix. costs and expenses of services provided by the Master Association; and

x. all other costs and expenses declared to be common expenses of the Owners.

The General Assessments for any of the foregoing expenses shall be levied against each Owner and the Properties as follows: There shall be a total of 115 shares representing each Lot and Condominium Unit. The costs subject to the assessment shall be divided equally between each Condominium Owner and Lot Owner.

(d) The Master Association shall maintain separate books and records for General and Special Assessment accounts of the Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Master Association which would be subject to General or Special Assessment.

(e) The Board shall determine the estimated expenses of the Master Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Master Association or the ensuing year and shall furnish a copy to each Owner or one of the co-owners of the Properties.

3.16. PAYMENT OF ASSESSMENTS

(a) Each Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his or their Property, together with all costs, expenses and reasonable attorney fees incurred by the Master Association in collection of any delinquent assessment(s). All assessments shall become due at such times and in such manner as the Board may determine in its sole and absolute discretion (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

(b) All co-Owners of the Properties shall be jointly and severally liable for all General and Special Assessments levied against the Properties, regardless of the type of tenancy, estate or interest in the Properties (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

3.17. DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

(a) All General and Special Assessments which are not paid when due shall bear interest at the lesser of twelve percent (12%) per annum, or the maximum rate as may then be permitted by law, from the date due until the assessment is paid in full; shall constitute a lien on the Properties; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees for collection.

(b) The Master Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection and enforcement of liens arising from assessments. The Board shall have the right to record a document with the Register of Deeds for Brown County giving notice of a lien for any unpaid assessment. Failure to file any such notice shall not impair the validity of the lien. The Master Association may bring an action at law against any Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Board shall have the right at any time to notify all Owners of the delinquency of any Residential Owner.

3.18. RULES AND REGULATIONS

(a) The Board may from time to time adopt or change rules or regulations (hereafter "Rules or Regulations") governing the operation, maintenance and use of the Properties and common areas including the Clubhouse Common Elements by the Owners and their respective families and guests. All Owners, lessees, licensees, invitees, or other occupants, and guests of any Property shall abide by all such Rules and Regulations.

(b) A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced by the Board in the same manner as any other term or provision of the Declaration or as otherwise may be designated in the Rule or Regulation, including without limitation the imposition of forfeitures, penalties, or other charges against the Owner, which shall be collectible by Special Assessment against the Property and Owner.

ARTICLE 4 MISCELLANEOUS

4.01. AMENDMENTS TO DECLARATION. This Declaration may be amended by recording in the Office of the Register of Deeds for Brown County, Wisconsin, a document to that effect executed by the Owners of at least sixty-seven percent (67%) of all Lots in the Polo Point Second Addition and their mortgagees, with all signatures duly notarized AND the written consent of the Board of Directors of the Condominium Association. Such amendment shall become effective only upon recording.

4.02. RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS. Developer hereby reserves the right to grant, convey or establish easements to the Village and/or to any public or private utility company upon, over, through or across those portions of any Lot within the Subject Property within a reasonable distance from any Lot line for purposes of allowing the provision of gas, electric, water, sewer, cable television or other service to any Lot(s) or through any portions of the Subject Property or for purposes of

facilitating drainage of storm or surface water within or through the Polo Point Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any Lot Owner, until such time as Developer has conveyed legal title to all Lots platted or to be platted in the Subject Property to persons other than a Successor Developer.

4.03. SEVERABILITY. The invalidity or unenforceability of any term, condition, or provision of this Declaration shall in no way affect the validity or enforceability of any other term, condition or provision of this Declaration, all of which shall remain in full force and effect.

4.04. COVENANTS RUN WITH THE LAND. All terms, conditions and provisions of this Declaration (and as may be amended) shall constitute covenants running with the land.

4.05. TERM OF DECLARATION. This Declaration (and any amendments) shall be binding for a period of twenty (20) years (from the date the Declaration is recorded) upon all Lot Owners and other persons claiming under or through the Developer. Upon the expiration date of such initial twenty (20) year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument, (executed by the Owners of at least 75% of all Lots and their mortgagees and the Board of Directors of the Condominium Association) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial twenty (20) year term, whichever occurs later.

4.06. ENFORCEMENT.

(a) The Master Association, the Associations and the Village shall have the right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Master Association or Associations. Notwithstanding the foregoing, any Lot Owner may proceed, at such Owner's expense and subject to the limitations contained herein, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such appropriate action within sixty (60) days following a written request by such Lot Owner to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorneys' fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Master Association nor the Associations shall not be subject to any suit or claim by any Lot Owner for failure of the Associations to take any action requested by such Lot Owner against any other Lot Owner.

(b) Each remedy set forth in this Declaration shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Associations to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Associations.

(c) Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverter or reversion of title to any Lot.

4.07. WAIVER OF IMMUNITY. In furtherance and not in limitation of any of the terms of this Declaration, the Developer intends that this Declaration shall be and remain at all times until expiration hereof, fully enforceable against all Lots and any person, entity, trust, organization, governmental unit or sovereign

nation which may become a Lot Owner. Accordingly, such person, entity, trust, organization, governmental unit or sovereign nation which becomes a Lot Owner, whether by virtue of conveyance, operation of the law otherwise, shall be conclusively deemed to have waived any and all defenses to and immunity from enforcement of this Declaration based upon the legal or ethnic status of such Lot Owner, including without limitation sovereign immunity, this Declaration serving as full and adequate public notice of said waiver. Said waiver shall apply to the terms, conditions and encumbrances established in this Declaration, together with any future liens, claims, easements or encumbrances expressly permitted hereunder.

4.08. INTERPRETATION. These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under these Declarations. This Declaration shall be interpreted and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, this Declaration of Covenants and Restrictions is executed by the Developer as of the date first written above.

SIGNATURE PAGES FOLLOW

VILLAGE OF HOBART

By:

Richard R. Heidel
Richard R. Heidel, President

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally, came before me this 18th day of April, 2014, the above-named Richard R. Heidel, President of the Village of Hobart, Wisconsin, to me known to be the person who executed the foregoing instrument, and to me known to be such President of said Village, and acknowledge that he executed the foregoing instrument as such officer as the deed of said Village, by its authority.

Mary Ruth Smith
* MARY Ruth Smith

Notary Public, State of Wisconsin

My Commission: April 5, 2015

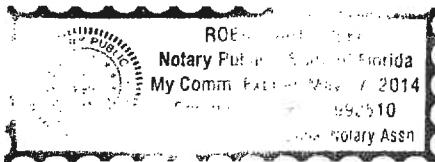


DEVELOPER:
WATERFORD HOMES OF GREEN BAY, LLC

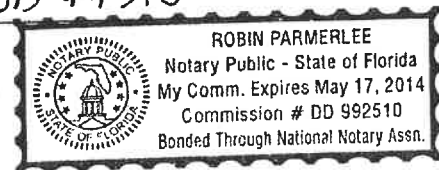
By: [Signature]
Ronald Smits, Member

Florida
STATE OF ~~WISCONSIN~~ :
Lee : SS.
COUNTY OF ~~BROWN~~ :

Personally came before me this 17 day of April, 2014, the above-named Ronald Smits, as member of Waterford Homes of Green Bay, LLC, to me known to be the persons who executed the foregoing instrument and acknowledge the same.



* [Signature]
Robin Parmelee
Notary Public, State of Wisconsin FL
My Commission: DD 992510



APPROVED:

PP COA, INC.

By: Kathy Martell
Kathy Martell, President

STATE OF WISCONSIN :
: SS.
COUNTY OF BROWN :

Personally came before me this 21st day of April, 2014, the above-named Kathy Martell President of the PP COA, Inc., to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledge that he executed the foregoing instrument as such officer of said corporation, by its authority.



* [Signature]
Justin D. May
Notary Public, State of Wisconsin
My Commission: DD 992510

**THIS INSTRUMENT DRAFTED BY
AND AFTER RECORDING RETURNED TO:**

Attorney William S. Woodward
Davis & Kuelthau, s.c.
318 South Washington Street, Suite 300
Green Bay, WI 54301
wwoodward@dkattorneys.com
(920)431-2222

EXHIBIT A
Removed Real Estate

All of 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, 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 145.96 feet along the arc of a 180.00 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 S06°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°31'29"W, 17.53 feet; Thence S44°32'32"W, 156.71 feet; Thence 70.91 feet along the arc of a 65.00 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 N53°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 N64°13'57"W, 118.70 feet; Thence N37°04'09"W, 88.72 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 N56°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, 107.82 feet; Thence S89°35'32"E, 200.00 feet; Thence S00°32'24"E, 328.64 feet; Thence S89°39'27"E, 781.30 feet; Thence N52°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, 467.86 feet; Thence S15°39'48"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, 98.15 feet; Thence N74°17'49"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, 70.00 feet; Thence N37°04'09"W, 116.00 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, 522.44 feet; Thence S87°14'14"W, 130.01 feet along the South line of the recorded plat, "Leland and Vivian's Garden", (Vol. 23, Plats, Pg. 62, Doc. No. 2617750, Brown County Records); Thence S02°45'46"E, 351.85 feet; Thence 165.24 feet along the arc of a 170.00 foot radius curve to the right, the chord of which bears S25°05'02.5"W, 158.82 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°39'48"W, 62.50 feet; Thence S89°24'07"E, 100.00 feet; Thence S89°24'07"E, 200.50 feet to the West line of said Plat; Thence N00°35'53"E, 128.00 feet along said West line; Thence N89°24'07"W, 200.50 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 898,767 Square Feet / 20.63 Acres more or less.

Parcel subject to any easements and restrictions of record.

EXHIBIT B
Subject Property

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, 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: