

7-29-2019

**BYLAWS
OF
GREEN BAY TRAIL CONDOMINIUM ASSOCIATION, LLC.**

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Green Bay Trail Condominium Association, LLC., and the Condominium Declaration of Green Bay Trail Condominium, recorded in the office of the Register of Deeds for Kenosha County, Wisconsin, (hereinafter called the "Declaration") by Green Bay Trail, LLC (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the Bylaws of Green Bay Trail Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-stock, non-profit corporation formed and organized to serve as an Association of the owners of Units (hereinafter referred to as "Unit Owners") who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration, which is incorporated by reference.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 MEMBERS. The corporation shall have one class of members, and the rights and qualifications of the members are as follows:

1. Defined. Members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. Every Unit Owner upon acquiring ownership automatically becomes a member of the Association and remains a member thereof until such time as his ownership of such Unit

ceases for any reason, at which time his membership in the Association shall automatically cease.

2. One Membership Per Unit. One membership and one vote shall exist for each Unit. The Declarant shall be entitled to one vote for each Unit owned by Declarant. If title to a Unit is held by more than one person, the membership related to that Unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List. The Declarant shall be deemed to have sufficient votes to constitute a majority of votes until all of Declarant's Units are sold; provided, however, that Declarant's control shall cease ten (10) years after the first Unit is conveyed to a purchaser other than Declarant, or thirty (30) days after conveyance of Seventy-five percent (75%) of the Common Elements, whichever is earlier.

3. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit and the person designated to cast the one vote pertaining to such Unit. The Membership List shall include the Owners mailing address, contact information including email address, (if applicable) and phone number. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the Unit.

4. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is

present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS.

Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, emailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Monday in January of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The initial Board of Directors shall consist of three (3) persons appointed by Declarant, who need not be members of the Association, to serve as hereinafter set forth. Prior to the conveyance of one hundred percent (100%) of the Common Elements to purchasers, the Association shall hold a meeting and the Unit Owners other than the Declarant shall elect at least one hundred percent (100%) of the members of the Board of Directors. The Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.3 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Declarant no longer owns any Unit, the members shall elect three (3) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association.

(b) One (1) director whose term will expire after two (2) years, at the second annual meeting of the Association after his election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 QUORUM OF DIRECTORS – ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.10 FIDELITY BONDS. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION. No officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units, Common Elements, and Limited Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable

interference with the use of the respective Units, Common Elements, and Limited Common Elements by persons entitled thereto.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be allocated among, and assessed against the Units as set forth in the Declaration. The assessment shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

5.4 OPERATING BUDGET. The annual operating budget attached as Exhibit "C" shall set forth all of the following:

- (a) All anticipated common expenses and any amounts to be allocated to a reserve fund.
- (b) The amount and purpose of any other anticipated Association expenditures.
- (c) The amount in any reserve fund or any other funds held for future expenditures.
- (d) Any common surpluses.
- (e) The amount and source of any income, other than Unit Owner assessments.
- (f) The aggregate amount of any assessment to be levied against Unit Owners and the purpose of the assessment.

The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses of the Association which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used

for contingencies and periodic expenses such as painting or renovation and maintenance of the Private Cul-sac. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary expenses of the Association, the directors may levy a further assessment against the Units which are subject to assessment equally.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any Unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each Unit, if resulting from action by the Association. The Unit Owner or Unit Owners responsible for any lien which is paid by the Association, but not the obligation of the Association, shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair is necessary to protect the Common Elements. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible thereof.

The Board of Directors shall determine the amount to be assessed Unit Owners for reserve funds after considering all of the following:

- (a) The reserve funds currently in the fund.
- (b) The estimated cost of repairing or replacing common elements, other than routine maintenance.
- (c) The estimated remaining useful life of the common elements.
- (d) The approximate proportion of the estimated cost of repairing or replacing common elements that would be covered by the reserve funds and the approximate proportion that will be funded by other means.
- (e) Any other factor that the Association considers relevant.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of the assessments payable on behalf of each Unit by the date of

the annual members' meeting and shall furnish copies of the budget on which such assessments are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. If a member of the Association is in default in payment of any assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.

5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess Unit Owners a charge sufficient to cover monthly principal and interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY. Upon the written consent of seventy-five percent (75%) or more of the Unit Owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of One hundred percent (100%) of Unit Owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the Unit Owners according to their percentage of ownership in Common Elements.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The Units, Common Elements, and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, Condominium Plat and the rules and regulations of the Association, including the following:

- a) USE. No Unit to be occupied or used for any purposes other than a single family private residence.
- b) PROFESSIONAL HOME OCCUPATIONS: Professional home occupations are permitted subject to the Village Zoning Ordinance and shall be further limited to the residents of the dwelling only; and shall be limited to occupations that see no more than 5 clients or customers per week at the dwelling.
- c) MODEL CENTER: The Developer reserves the right to designate units for a model center to be used to sell and promote the sale of Green Bay Trail Condominiums until such time as all units are sold.
- d) OBSTRUCTIONS. There shall be no obstruction of the Common Elements and nothing shall be stored therein without the prior consent of the Association.
- e) INCREASE OF INSURANCE RATES. Nothing shall be done or kept in any Unit, Common Element, or Limited Common Element which will increase the rate of insurance on the Condominium without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or Limited Common Element which will result in the cancellation of insurance on any Unit or any part of the Condominium, or which would be in violation of any law or ordinance. No waste will be committed in the Common Elements or Limited Common Elements.

f) SIGNS. No sign of any kind shall be displayed to the public view on or from any Unit, the Common Elements, or the Limited Common Elements without prior consent of the Association except a) "For Sale" real estate signs not to exceed 24" x 24" placed in front of the unit only and: b) For a sign that supports or opposes a candidate for public office or a sign that supports or opposes a referendum question, pursuant to 2005 Wisconsin Act 303, Display of Political Signs in Condominiums. The location of political signs shall be approved by the Green Bay Trail Homeowners' Association. c) "For Rent" signs are prohibited in windows, front yards or anywhere on the common elements.

g) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. Unit Owners may keep no more than two (2) pets per Unit; provided, however, that:

(i) The pet is under twenty-six (26") inches in height when measured from the base of its fore-paw to the top of the corresponding shoulder at full maturity;

(ii) The pet is not permitted on any of the Common Elements while unattended or unleashed;

(iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;

(iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and

(v) The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Paragraph 6.1.e. or rules promulgated under subparagraph (iv).

(vi) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars

(\$500.00) per month or part thereof until the owner has complied. Such pet fee may be collected in the same manner as assessments under Section 5.3.

h) EASEMENT RESPONSIBILITIES. All unit owners are bound by the dedicated easements and easement responsibilities for Utilities, Storm Water, Retention Basin, Vision Triangle, Signage, Landscaping and any other required Easements as identified on the Condominium Plat attached as Exhibit "A" and the Certified Survey Map attached as Exhibit "B".

i) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any Unit, the Common Elements or the Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

j) ALTERATION, CONSTRUCTION OR REMOVAL. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association.

k) CONFLICT. The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

l) REMEDIES. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved member.

6.2 MAINTENANCE AND REPAIR OF UNITS. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium or a portion belonging to other Unit Owners, and such Unit Owners shall be personally liable to the Association for any damages caused by their failure to do so. Those responsibilities include proper maintenance of appliances, plumbing fixtures, sump pumps, and electrical and gas utilities, and fireplaces.

6.3 LIMITED COMMON ELEMENTS. Every Unit Owner must maintain the Limited Common Elements as defined in the Condominium Declaration, appurtenant to his Unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his Unit in a nonstructural manner provided that decorations which are visible to other Units or to the public shall have the prior written approval of the Board of Directors of the Association. Need to research a bit more

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the Common Elements and Limited Common Elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date.

ARTICLE VII

GENERAL

7.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 SEAL. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE VIII

AMENDMENTS

8.1 BY MEMBERS. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of Unit Owners having Sixty-seven percent (67%) or more of the votes.

8.2 RIGHTS OF DECLARANT. No amendment of these Bylaws shall alter or abrogate the rights of Declarant, without the Declarant's consent, as contained in these Bylaws.

ARTICLE IX

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 MORTGAGES. Any Unit Owner who mortgages his Unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

- A. Any condemnation loss or any casualty loss which affects the material portion of the property or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
- B. Any delinquency in the payment of assessments owed by a Unit Owner subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
- C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any Unit or interest therein shall report to such person the amount of any assessments against such Unit then due and unpaid.

The Association shall be required to make available to Unit Owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and

financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES; AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours.

9.4 INDEMNITY OF OFFICERS AND DIRECTORS. The Association shall indemnify a director or officer, to the extent that he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Association.

The Association shall indemnify a director or officer against liability incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the corporation, unless liability was incurred because the director or officer breached or failed to perform a duty that he or she owes to the Association and the breach or failure to perform constitutes any of the following:

- A. A willful failure to deal fairly with the Association or its members in connection with the matter in which the director or officer has a material conflict of interest.
- B. A violation of the criminal law, unless the director or officer had reasonable cause to believe that his or her conduct was lawful or know reasonable cause to believe that his or her conduct was unlawful.
- C. A transaction from which the director or officer derived an improper personal profit or benefit.
- D. Willful misconduct.

Determination of whether indemnification is required shall be made under Wisconsin Statute Section 181.0873. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an

equivalent plea, does not by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

A director or officer who seeks indemnification shall make a written request to the Association.

9.5 SUBORDINATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Condominium Ownership Act.

9.6 INTERPRETATION. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owner.

9.7 ASSOCIATION MAILING ADDRESS. The mailing address of the Association is 8501 75th Street, Suite H, Kenosha, Wisconsin 53142.

- End of Bylaws -

This Document was Drafted By:

Dustin Harpe

Harpe Development, LLC
8501 75th Street
Kenosha, WI 53142

Exhibit "A" – Green Bay Trail Condominium Plat
Exhibit "B" – Certified Survey Map
Exhibit "C" - Budget



COUNTY OF KENOSHA

Exhibit A REGISTER OF DEEDS

JoEllyn M. Storz, Registrar
<http://www.kenoshacounty.org>

1010 56th Street
Kenosha, WI 53140
(262) 653-2444

JoEllyn.Storz@kenoshacounty.org

RECEIVED

SEP 13 2019

RECORDING OF PLAT

NAME: GREEN BAY TRAIL CONDOMINIUM

PLEASANT PRAIRIE

OWNER'S NAME: HARPE DEVELOPMENT LLC

LEGAL: Lots 1-4 of CSM 2910 located in the ne/nw sec 27, town 1 north, range 22 east in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

BUILDING/UNIT NUMBERS: Buildings 1-20, Units 11-12, 21-22, 31-32, 41-42, 51-52, 61-62, 71-73, 81-83, 91-93, 101-103, 111-113, 121-123, 131-132, 141-142, 151-152, 161-162, 171-172, 181-182, 191-192 and 201-202

DATE RECORDED: September 6, 2019

TIME: 1:40pm

DOCUMENT NUMBER: 1849723

Price: \$50.00

Plat Number: 2605 pages 01-13

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

NW CORN. OF SEC. 27-1-22
 CONG. MON. W/ BRASS CUR.
 E. 2,567,904.90' (GRID)
 N. 137,809.96' (GRID)
 E. 2,570,373.64' (GRID)

NE CORN. OF NW 1/4 OF SEC. 27-1-22
 CONG. MON. W/ BRASS CUR.
 E. 2,567,904.90' (GRID)
 N. 137,809.96' (GRID)
 E. 2,570,373.64' (GRID)

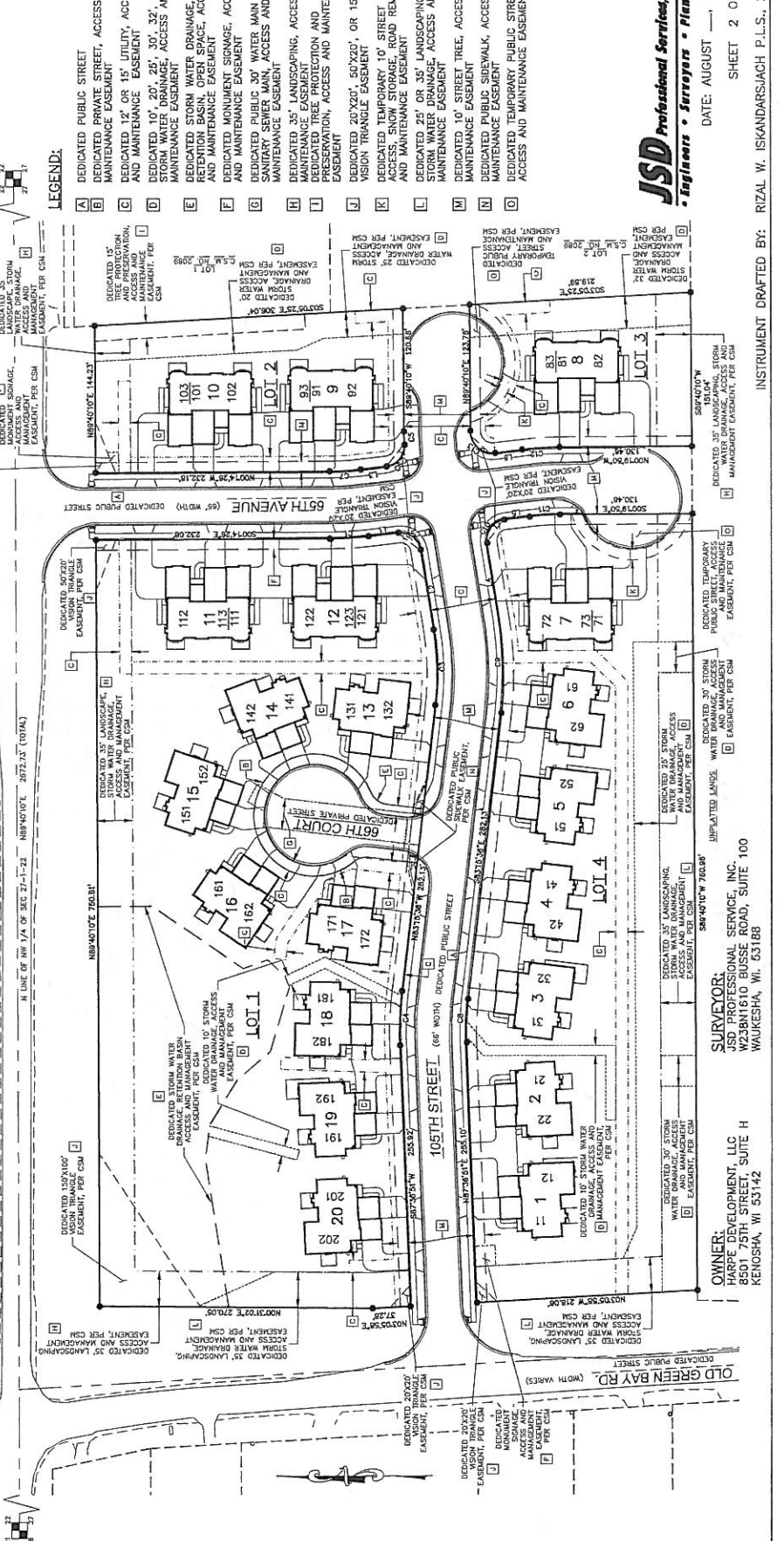
104TH STREET - S.T.H. "165" (WIDTH VARIES)
 DEDICATED PUBLIC STREET

105TH STREET (66' NORTH)
 DEDICATED PUBLIC STREET

66TH AVENUE (65' NORTH)
 DEDICATED PUBLIC STREET

66TH AVENUE (65' NORTH)
 DEDICATED PUBLIC STREET

105TH STREET (66' NORTH)
 DEDICATED PUBLIC STREET



SCALE IN FEET
 0 60 120

LEGEND:
 A DEDICATED PUBLIC STREET
 B DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT
 C DEDICATED 12' OR 15' UTILITY, ACCESS AND MAINTENANCE EASEMENT
 D DEDICATED 10', 20', 25', 30', 32', OR 35' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
 E DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
 F DEDICATED STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
 G DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENT
 H DEDICATED PUBLIC 30" WATER MAIN AND SANITARY SEWER MAIN, ACCESS AND MAINTENANCE EASEMENT
 I DEDICATED 35' LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT
 J DEDICATED PRESERVATION AND MAINTENANCE EASEMENT
 K DEDICATED 20'X20', 50'X20', OR 150'X100' VISION TRIANGLE EASEMENT
 L DEDICATED TEMPORARY 10' STREET ACCESS, SNOW STORAGE, ROAD REMOVAL AND MAINTENANCE EASEMENT
 M DEDICATED 25' OR 35' LANDSCAPING, STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
 N DEDICATED 10' STREET TREE, ACCESS AND MAINTENANCE EASEMENT
 O DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT
 P DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENT

JSD Professional Services, Inc.
 Engineers • Surveyors • Planners

DATE: AUGUST 2019
 SHEET 2 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

OWNER:
 HARVE DEVELOPMENT, LLC
 8501 25TH STREET, SUITE H
 KENOSHA, WI 53142

SURVEYOR:
 JSD PROFESSIONAL SERVICES, INC.
 W238N1610 BUSSE ROAD, SUITE 100
 WAUKESHA, WI 53188

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

TYPICAL UNIT NUMBERING



3-UNIT BUILDING

NOTES:

- ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
- REFER TO THE CONDOMINIUM DECLARATION FOR COMPLETE DESCRIPTIONS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
- STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
- SEE SHEETS 4 TO 8 FOR BUILDING IDENTIFICATION.

STATE HIGHWAY ACCESS RESTRICTION:

ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.T.H. 165 OR 104TH STREET. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION THAT THE BENEFIT OF THE PUBLIC AS PROVIDED IN S.236.293, STATUTES, SHALL BE AVAILABLE TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

STATE HIGHWAY SETBACK RESTRICTION:

HIGHWAY SETBACK: THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES.

CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.88'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	19°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	N67°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.65'	267.00'	N05°31'55.5"W	30.61'	6°54'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	19°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"

LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	29.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'

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DATE: AUGUST —, 2019

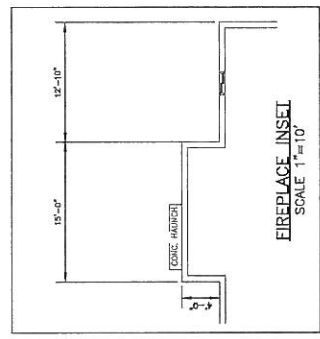
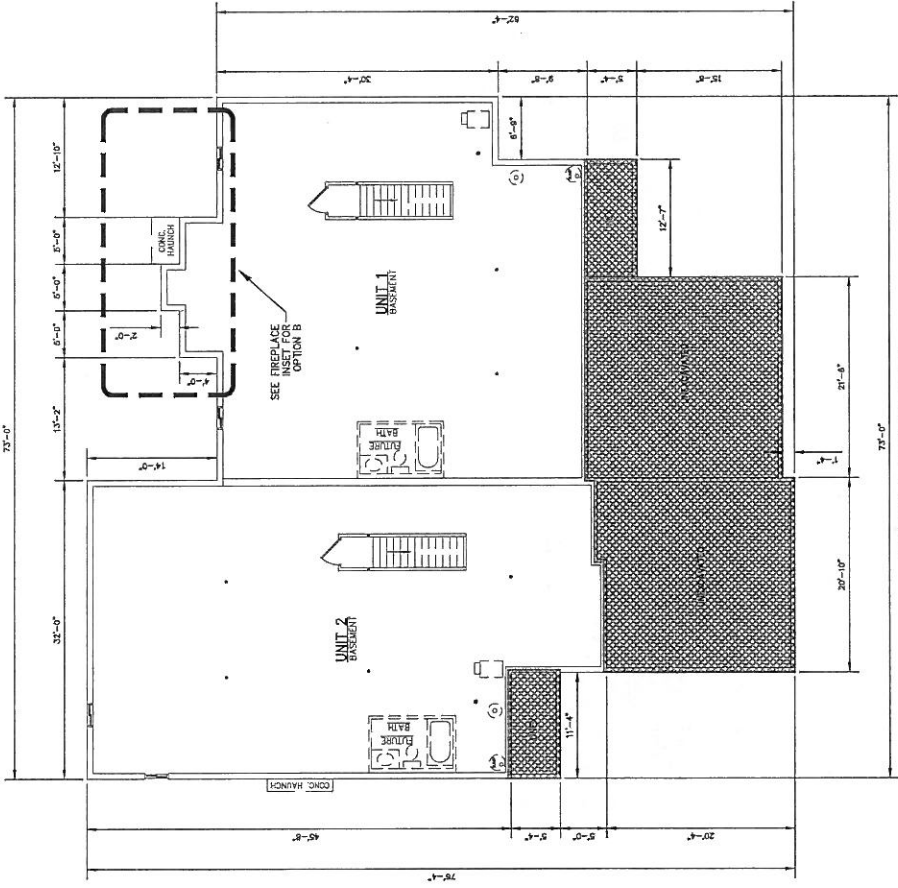
SHEET 3 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



- LEGEND:**
- LIMITED COMMON ELEMENT
 - COMMON ELEMENT

BASEMENT PLAN FOR:
 BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
 BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

OWNER:
 HARPE DEVELOPMENT, LLC
 8501 75TH STREET, SUITE H
 KENOSHA, WI 53142

SURVEYOR:
 JSD PROFESSIONAL SERVICE, INC.
 W236N1610 BUSSE ROAD, SUITE 100
 WAUKESHA, WI 53186

- NOTES:**
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
 2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
 BASEMENT - 1,533 sq. ft.
 FIRST FLOOR - 1,626 sq. ft.
 GARAGE - 443 sq. ft.

UNIT 2:
 BASEMENT - 1,576 sq. ft.
 FIRST FLOOR - 1,691 sq. ft.
 GARAGE - 417 sq. ft.

JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners

DATE: AUGUST 2019

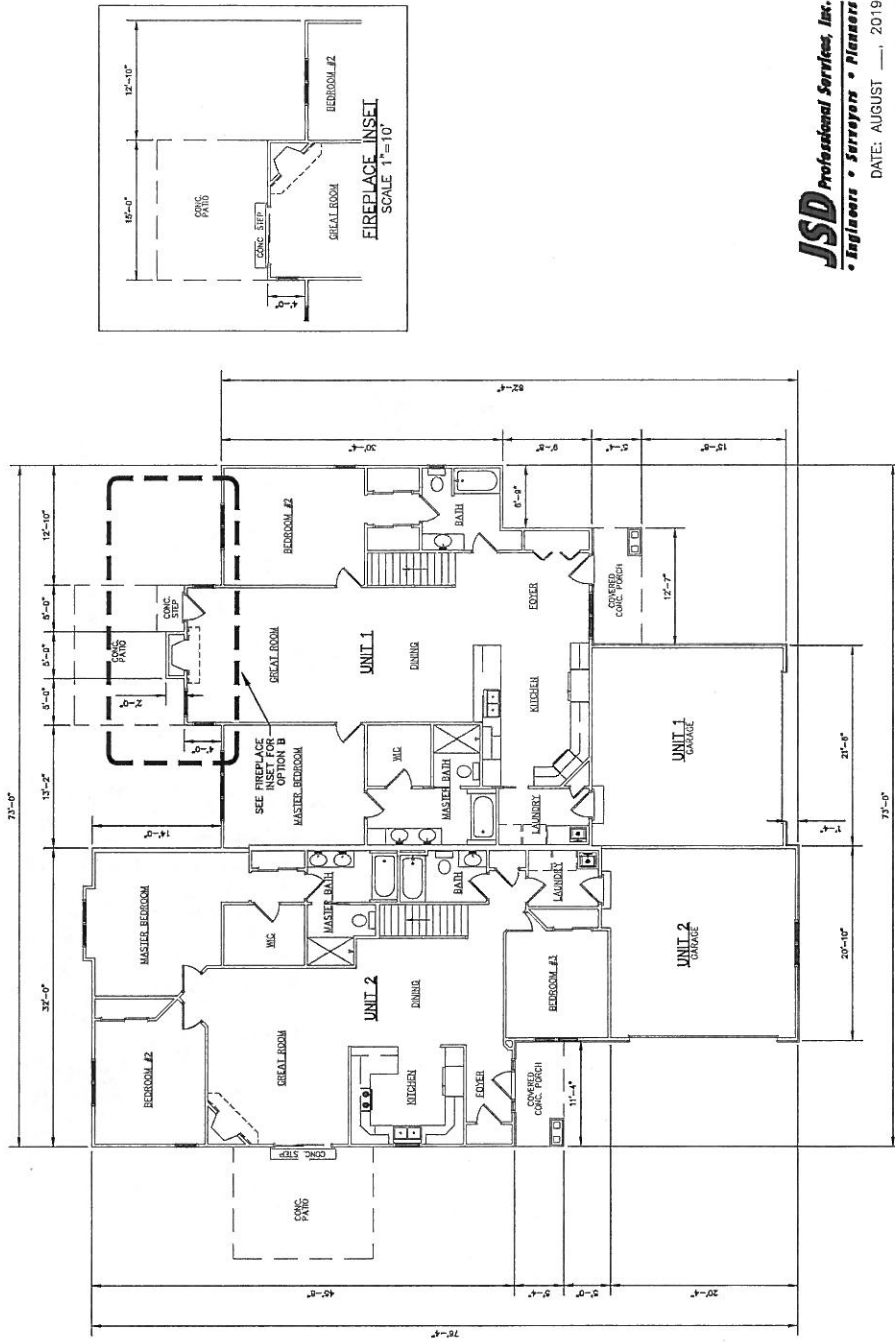
INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.L.C., 2738
 SHEET 4 OF 13

DUPLEX BASEMENT PLAN
 SCALE 1"=10'

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



FIRST FLOOR PLAN FOR:
 BUILDINGS 1, 3, 5, 14, 16, 17, 18, & 20
 BUILDINGS 2, 4, 6, 13, 15, & 19 ARE A MIRROR IMAGE

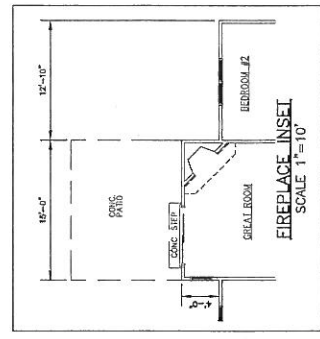
OWNER:
 DEVELOPMENT, LLC
 8501 75TH STREET, SUITE H
 KENOSHA, WI 53142

SURVEYOR:
 JSD PROFESSIONAL SERVICE, INC.
 W238N1610 BUSSE ROAD, SUITE 100
 WAUKESHA, WI. 53188

- NOTES:**
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
 2. STAIRS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
 BASEMENT — 1,533 sq. ft.
 FIRST FLOOR — 1,626 sq. ft.
 GARAGE — 443 sq.ft.

UNIT 2:
 BASEMENT — 1,576 sq. ft.
 FIRST FLOOR — 1,691 sq. ft.
 GARAGE — 417 sq. ft.



JSD Professional Services, Inc.
 • Engineers • Surveyors • Planners
 DATE: AUGUST —, 2019

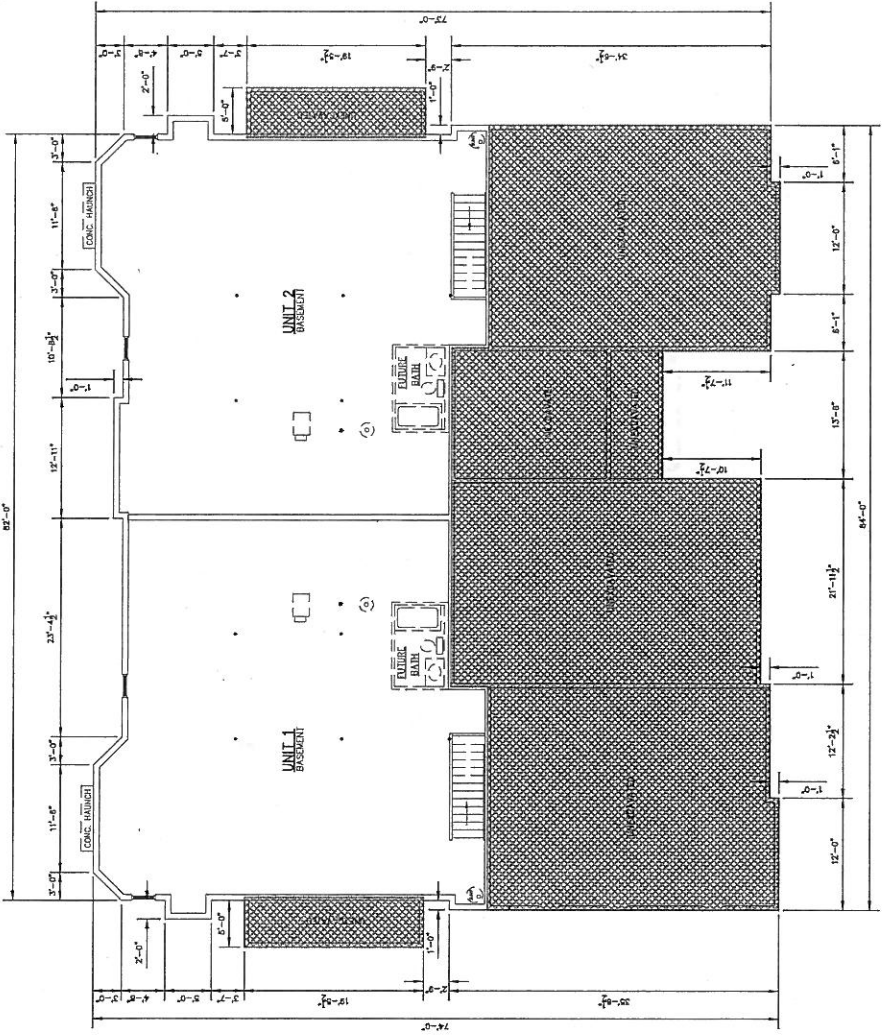
SHEET 5 OF 13
 INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

DUPLEX - FIRST FLOOR PLAN
 SCALE: 1"=10'

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____ LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



- LEGEND:**
-  LIMITED COMMON ELEMENT
 -  COMMON ELEMENT

BASEMENT PLAN FOR:
BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53186

- NOTES:**
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
 2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:	BASEMENT - 1,527 sq. ft.
	FIRST FLOOR - 1,617 sq. ft.
	GARAGE - 714 sq. ft.
UNIT 2:	BASEMENT - 1,540 sq. ft.
	FIRST FLOOR - 1,628 sq. ft.
	GARAGE - 709 sq. ft.
UNIT 3:	FIRST FLOOR - 244 sq. ft.
	SECOND FLOOR - 2,520 sq. ft.
	GARAGE - 714 sq. ft.

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DATE: AUGUST 1, 2019
SHEET 6 OF 13

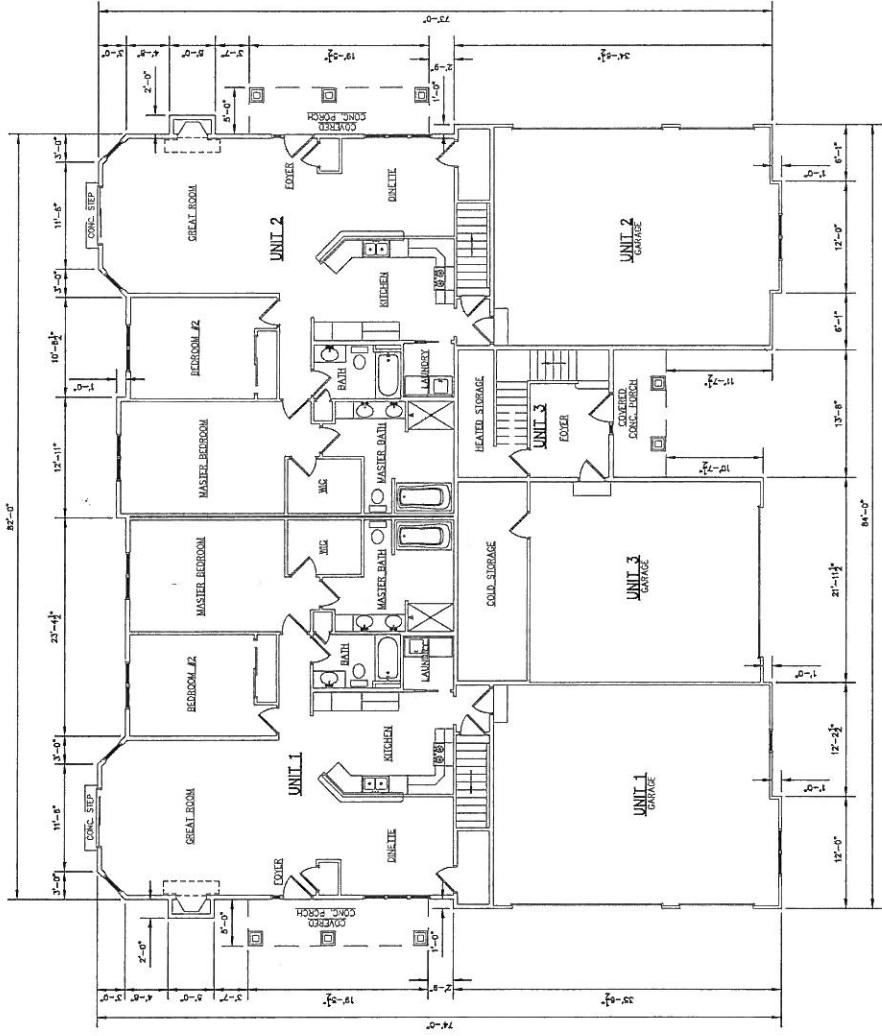
3-UNIT BASEMENT PLAN
SCALE 1"=10'

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



- LEGEND:**
-  LIMITED COMMON ELEMENT
 -  COMMON ELEMENT

FIRST FLOOR PLAN FOR:
BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:
GREEN BAY TRAIL DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
W238N1610 BUSSE ROAD, SUITE 100
WAUKESHA, WI. 53188

- NOTES:**
1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE ARE DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
 2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
 3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DESIGN PARTNERSHIP AND THE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

- UNIT 1:**
BASEMENT — 1,527 sq. ft.
FIRST FLOOR — 1,617 sq. ft.
GARAGE — 714 sq.ft.
- UNIT 2:**
BASEMENT — 1,540 sq. ft.
FIRST FLOOR — 1,629 sq. ft.
GARAGE — 709 sq. ft.
- UNIT 3:**
FIRST FLOOR — 244 sq. ft.
SECOND FLOOR — 2,520 sq. ft.
GARAGE — 714 sq. ft.

JSD Professional Services, Inc.
- Engineers - Surveyors - Planners -

DATE: AUGUST —, 2019
SHEET 7 OF 13

3—UNIT FIRST FLOOR PLAN
SCALE 1"=10'

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____ LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



SECOND FLOOR PLAN FOR:
BUILDINGS 7, 8, 9, 10, 11, & 12

OWNER:
HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

SURVEYOR:
JSD PROFESSIONAL SERVICE, INC.
221610 BUSSE ROAD, SUITE 100
WAUKESHA, WI 53186

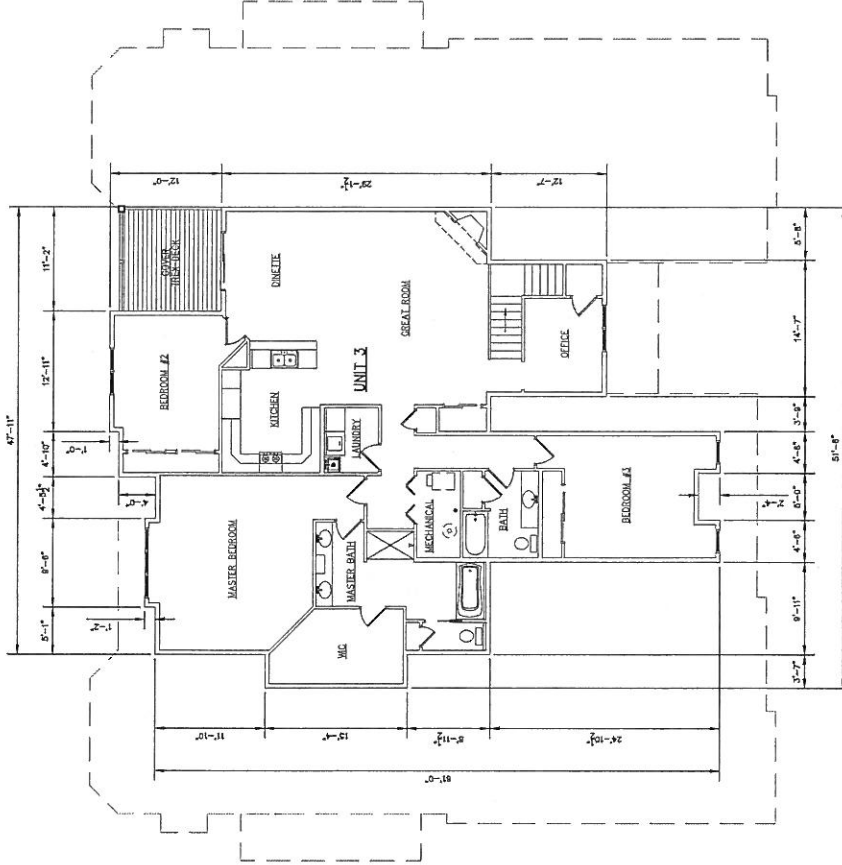
NOTES:

1. ALL AREAS INSIDE OR OUTSIDE THE BUILDING OUTLINE NOT DESCRIBED AS LIMITED COMMON ELEMENTS OR AS A CONDOMINIUM UNIT ARE COMMON ELEMENTS.
2. STOOPS, PATIOS, SIDEWALKS, DECKS, AND DRIVEWAYS, IF ANY, ARE LIMITED COMMON ELEMENTS ASSIGNED TO THE ADJACENT UNIT OR UNITS.
3. FLOOR PLANS AND UNIT AREAS OBTAINED FROM HARPE DEVELOPMENT, LLC AND ARE BASED ON DESIGN PLAN. THE FLOOR PLANS AND THE UNIT AREAS DO NOT REFLECT AS-BUILT CONDITIONS.

UNIT 1:
BASEMENT - 1,527 sq. ft.
FIRST FLOOR - 1,617 sq. ft.
GARAGE - 714 sq. ft.

UNIT 2:
BASEMENT - 1,540 sq. ft.
FIRST FLOOR - 1,629 sq. ft.
GARAGE - 709 sq. ft.

UNIT 3:
FIRST FLOOR - 244 sq. ft.
SECOND FLOOR - 2,520 sq. ft.
GARAGE - 714 sq. ft.



3-UNIT SECOND FLOOR PLAN
SCALE 1"=10'

JSD Professional Services, Inc.
- Engineers - Surveyors - Planners -

DATE: AUGUST 2019

SHEET 8 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

GREEN BAY TRAIL

A CONDOMINIUM

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT THE SAID COMPANY CAUSED THE ABOVE LAND TO BE SURVEYED, MAPPED AND DEEDS TO BE PREPARED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF KENOSHA, WISCONSIN, IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE VILLAGE OF PLEASANT PRAIRIE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCE.

HARPE DEVELOPMENT, LLC DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY SECTION 703 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL, OR OBJECTION.

1. VILLAGE OF PLEASANT PRAIRIE

IN WITNESS WHEREOF, THE SAID HARPE DEVELOPMENT, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, ON THIS _____ DAY OF _____ 2019.

DUSTIN R. HARPE _____ Date
MEMBER

CORY HARPE _____ Date
MEMBER

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS

COUNTY OF KENOSHA

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF SAID HARPE DEVELOPMENT, LLC, AND I KNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH MANAGERS OF SAID COMPANY.

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

COMMUNITY STATE BANK, UNION GROVE, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, HEREBY CONSENTS TO THE SURVEYING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THE ATTACHED PLAT, AND I AM THE CERTIFICATE OF DUSTIN R. HARPE AND CORY HARPE, MEMBERS OF HARPE DEVELOPMENT, LLC.

IN WITNESS WHEREOF, THE SAID COMMUNITY STATE BANK, UNION GROVE HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2019.

(signature)

(print name)

(title)

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS

COUNTY OF KENOSHA

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, THE FOREGOING INSTRUMENT AS SUCH _____

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE BOARD CERTIFICATE

WE HEREBY CERTIFY THAT THE CONDOMINIUM PLAT OF GREEN BAY TRAIL, IN THE VILLAGE OF PLEASANT PRAIRIE, SUBMITTED FOR APPROVAL BY HARPE DEVELOPMENT, LLC, DEVELOPER OF SAID LANDS, WAS APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF PLEASANT PRAIRIE, WISCONSIN, ON THIS _____ DAY OF _____ 2019, BY THE FOLLOWING RESOLUTION:

AND THAT ANY AND ALL CONDITIONS OF SUCH APPROVAL HAVE BEEN SATISFIED.

BY: JOHN P. STENBRINK
VILLAGE PRESIDENT

ATTESTED TO BY: JANE C. SNELL
VILLAGE CLERK

NOTARY CERTIFICATE

STATE OF WISCONSIN) SS

COUNTY OF KENOSHA

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____ 2019, JOHN P. STENBRINK AND JANE C. SNELL, ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS SUCH _____

NOTARY PUBLIC: _____

PRINT NAME: _____

MY COMMISSION EXPIRES: _____

VILLAGE TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS

COUNTY OF KENOSHA

I, KATHLEEN M. GOESSL, BEING THE DULY QUALIFIED AND ACTING TREASURER OF THE VILLAGE OF PLEASANT PRAIRIE, HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: KATHLEEN M. GOESSL,
VILLAGE TREASURER

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN) SS

COUNTY OF KENOSHA

I, TERI A. JACOBSON, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF KENOSHA COUNTY, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW _____ DAY OF _____ 2019, AFFECTING THE LANDS INCLUDED IN THIS CONDOMINIUM PLAT OF GREEN BAY TRAIL.

BY: TERI A. JACOBSON,
COUNTY TREASURER

BOUNDARY DESCRIPTION

LOTS 1, 2, 3 AND 4 OF CERTIFIED SURVEY MAP NO. _____, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN) SS
COUNTY OF KENOSHA

I, RIZAL W. ISKANDARSJACH, PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE SURVEY, THE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS PLAT IS A CORRECT REPRESENTATION OF GREEN BAY TRAIL, AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE FLOOR PLANS OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT AND THE APPROXIMATE DIMENSIONS AND FLOOR AREAS THEREOF.

THAT I FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 703 OF THE WISCONSIN STATUTES AND THE LAND DIVISION AND DEVELOPMENT CONTROL ORDINANCES OF THE VILLAGE OF PLEASANT PRAIRIE IN SURVEYING AND MAPPING THE SAME.

DATED THIS _____ DAY OF _____ 2019.

BY: RIZAL W. ISKANDARSJACH, PLS S-2738

JSD Professional Services, Inc.
- Engineers • Surveyors • Planners

DATE: AUGUST _____, 2019

SHEET 13 OF 13

INSTRUMENT DRAFTED BY: RIZAL W. ISKANDARSJACH P.L.S., 2738

Doc # 1848597

Exhibit B

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

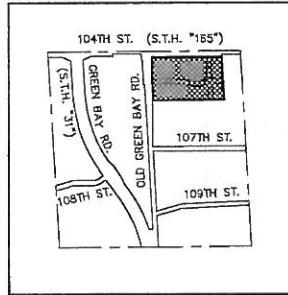
PREPARED BY:

JSD Professional Services, Inc.
Milwaukee Regional Office
W238 N1910 BUSSE RD., SUITE 100
WALKESHA, WISCONSIN 53188
262.513.0666 PHONE | 262.513.1232 FAX

PREPARED FOR:

HARPE DEVELOPMENT, LLC
8501 75TH STREET, SUITE H
KENOSHA, WI 53142

NOTE: CERTIFIED SURVEY MAP NO. 2574 WAS RECORDED IN KENOSHA COUNTY REGISTER OF DEEDS OFFICE ON JUNE 22, 2007, AS DOCUMENT NO. 1525025.



LOCATION MAP
NW 1/4 SEC. 27, T1N, R22E
SCALE 1" = 2000'



DOCUMENT
1848597

RECORDED
At Kenosha County, Kenosha WI 53149
JaEllya L. Storz, Register of Deeds
August 21, 2019 2:22 PM
\$38.00
Pages 25

NW COR OF
NW 1/4 OF
SEC. 27-1-22
CONC. MON. W/
BRASS CAP
N 197,794.54 } GRID
E 2,567,904.90 }

NE COR OF
NW 1/4 OF
SEC. 27-1-22
CONC. MON. W/
BRASS CAP
N 197,809.95 } GRID
E 2,570,577.64 }

104TH STREET - S.T.H. "165"
DEDICATED PUBLIC STREET - WIDTH VARIES

N. LINE NW 1/4 SEC 27-1-22 N89°40'10"E 2672.73'

OLD GREEN BAY ROAD
DEDICATED PUBLIC STREET - WIDTH VARIES

LOT 1
236,697 SQ. FT.
5.4338 ACRES
66TH COURT
DEDICATED PRIVATE STREET
ACCESS AND MAINTENANCE
EASEMENT
HATCH INDICATES NO
VEHICULAR ACCESS
(TYP.)
REFERENCE LINE PER WisDOT PROJ.
NO. 3330-01-20

LOT 2
46,160 SQ. FT.
1.0597 ACRES
LOT 1
CSM. NO. 20189

LOT 4
160,809 SQ. FT.
3.6917 ACRES
105TH STREET
DEDICATED PUBLIC STREET - 66' WIDTH

LOT 3
32,120 SQ. FT.
0.7374 ACRES
LOT 2
CSM. NO. 20189

UNPLATTED LANDS



LEGEND:
● 3/4" REBAR - FOUND



BEARING BASIS
ALL BEARINGS ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE. THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST WAS USED AS NORTH 89°40'10" EAST
PROJECT CONVERSION FACTOR: GRID/1.0000045 = GROUND
SUBJECT TO EASEMENTS OF RECORD.
ALL MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE-HUNDREDTH OF A FOOT.
ALL ANGULAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST ONE SECOND.

SEE SHEET 2 THRU 9 FOR LOT AND EASEMENT DETAILS

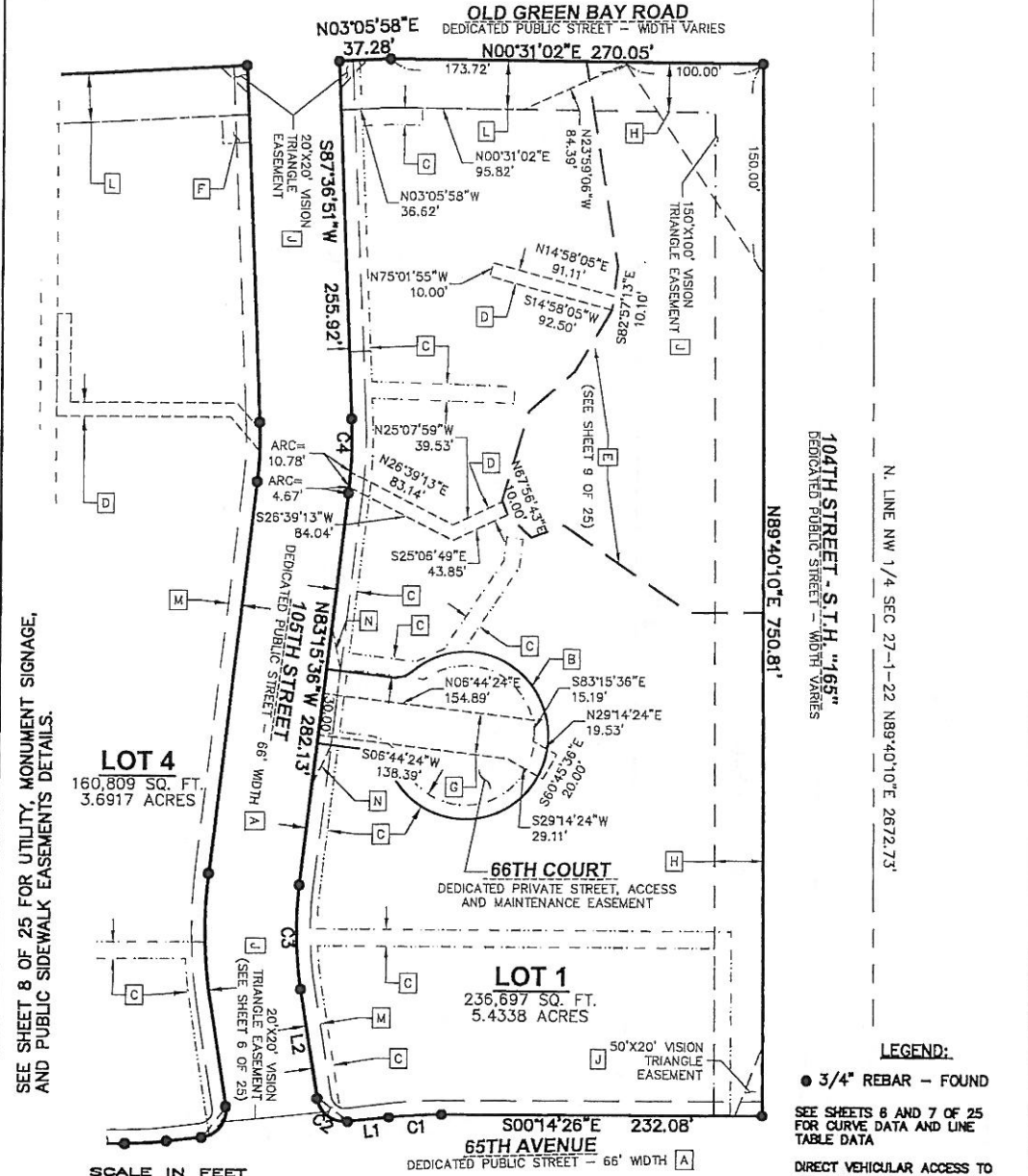
DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

FILE: \2018\18-8835 Vintage Parc Div\18-8835-CSM.dwg

Doc # 1848597

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SEE SHEET 8 OF 25 FOR UTILITY, MONUMENT SIGNAGE, AND PUBLIC SIDEWALK EASEMENTS DETAILS.

104TH STREET - S.T.H. "165"
DEDICATED PUBLIC STREET - WIDTH VARIES
N. LINE NW 1/4 SEC 27-1-22 N89°40'10"E 2672.73'
N89°40'10"E 750.81'

LEGEND:

● 3/4" REBAR - FOUND

SEE SHEETS 6 AND 7 OF 25 FOR CURVE DATA AND LINE TABLE DATA

DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM



- A DEDICATED PUBLIC STREET
- B DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT
- C DEDICATED 12' OR 15' UTILITY, ACCESS AND MAINTENANCE EASEMENT
- D DEDICATED 10', 20', 25', 30', 32', OR 35' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- E DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT
- F DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENT
- G DEDICATED PUBLIC 30" WATER MAIN AND SANITARY SEWER MAIN, ACCESS AND MAINTENANCE EASEMENT
- H DEDICATED 35' LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT
- I DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT
- J DEDICATED 20'x20', 50'x20', OR 150'x100' VISION TRIANGLE EASEMENT
- K DEDICATED TEMPORARY 10' STREET ACCESS, SNOW STORAGE, ROAD REMOVAL AND MAINTENANCE EASEMENT
- L DEDICATED 25' OR 35' LANDSCAPING, STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- M DEDICATED 10' STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- N DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT
- O DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENT

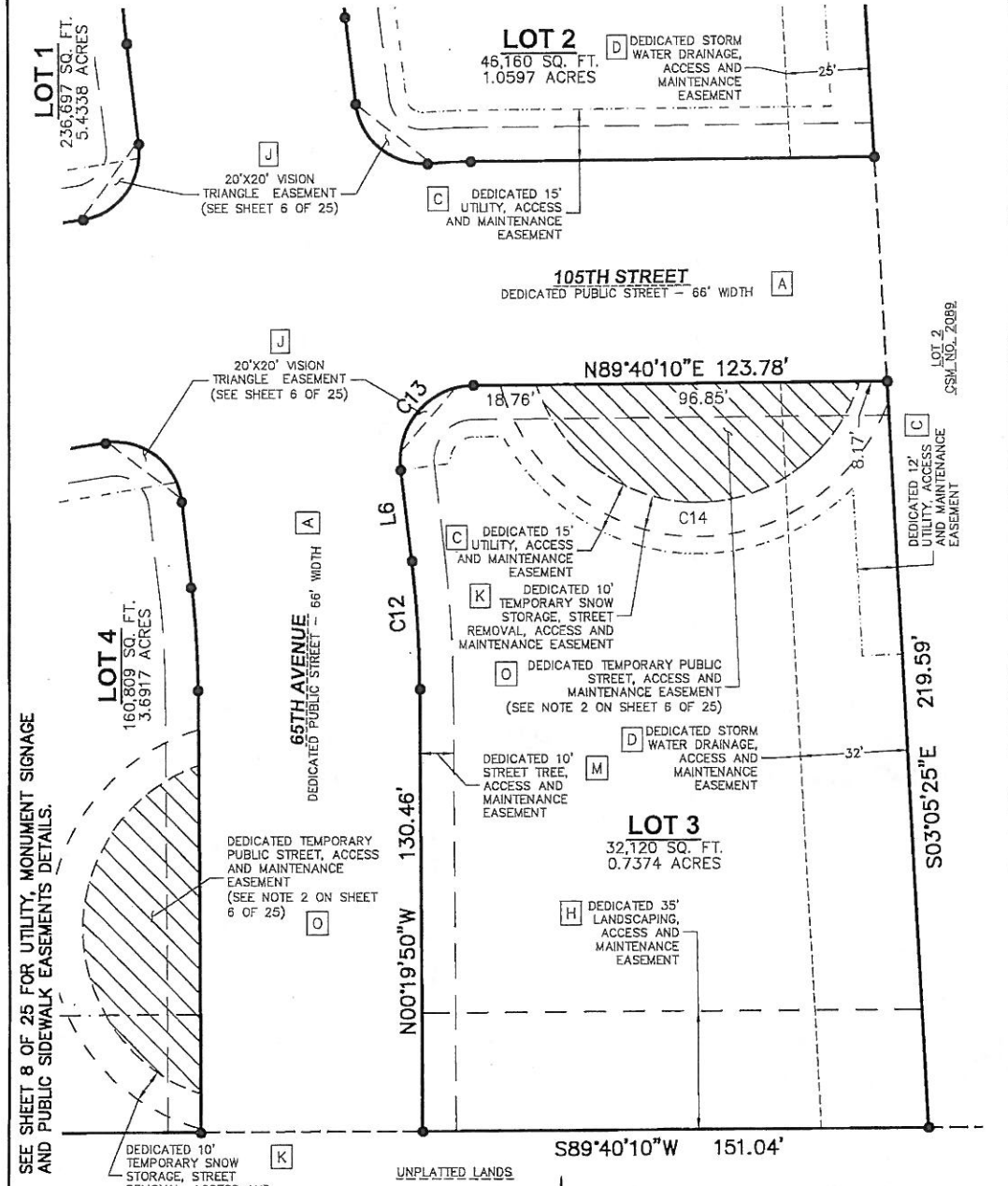
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THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738



Doc # 1842597

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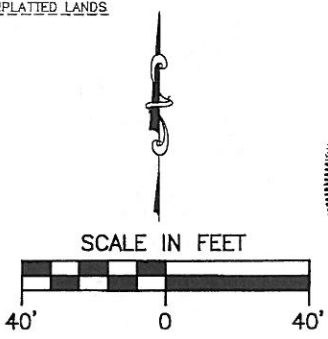
SEE SHEET 8 OF 25 FOR UTILITY, MONUMENT SIGNAGE AND PUBLIC SIDEWALK EASEMENTS DETAILS.

DEDICATED 10' TEMPORARY SNOW STORAGE, STREET REMOVAL, ACCESS AND MAINTENANCE EASEMENT (SEE NOTE 2 ON SHEET 6 OF 25)

LEGEND:
● 3/4" REBAR - FOUND

SEE SHEETS 6 AND 7 OF 25 FOR CURVE DATA AND LINE TABLE DATA
DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

UNPLATTED LANDS



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

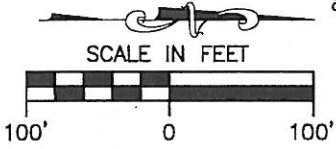
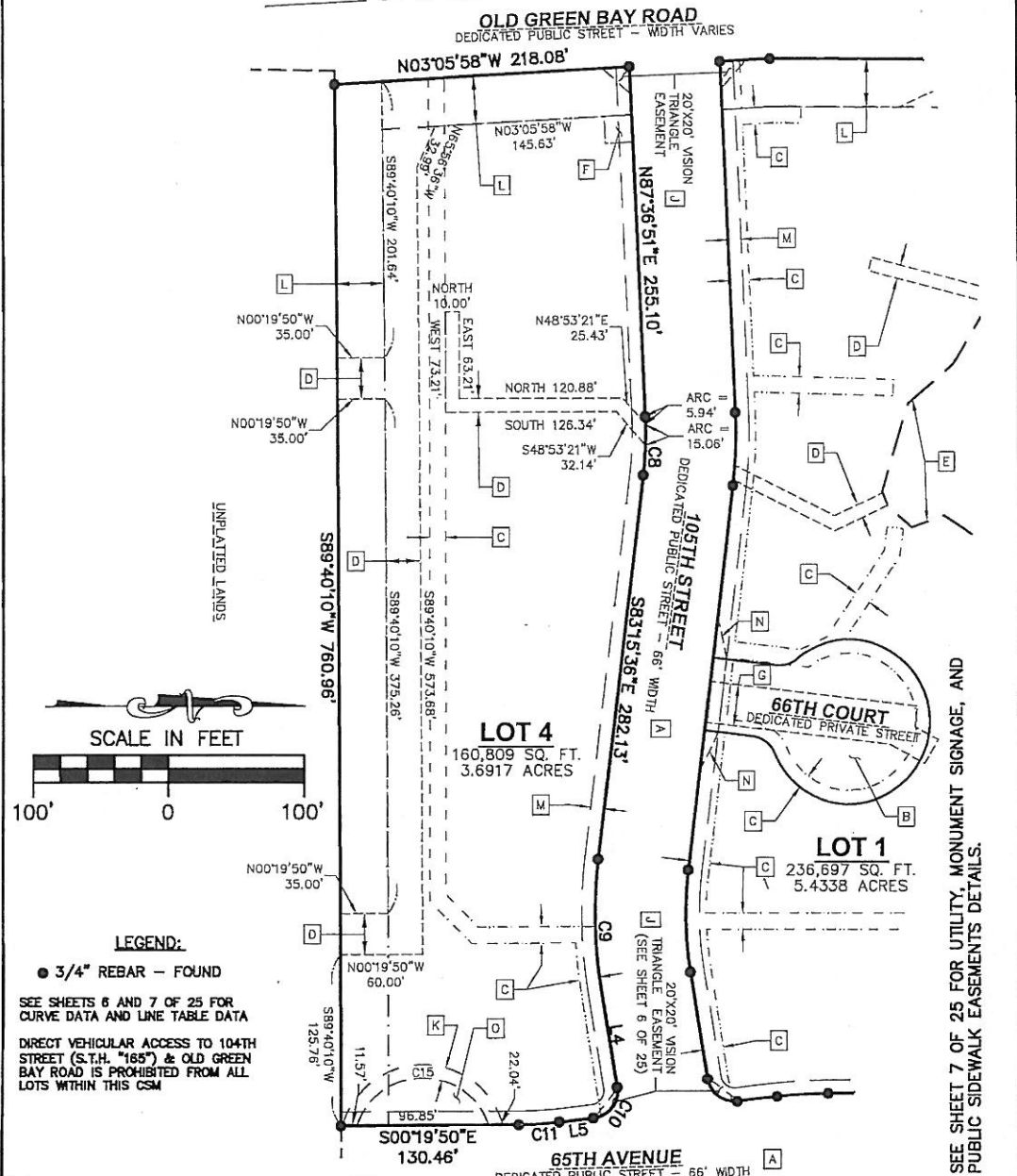
8/17/19
SHEET 4 OF 25

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Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.



LEGEND:
 ● 3/4" REBAR - FOUND
 SEE SHEETS 6 AND 7 OF 25 FOR CURVE DATA AND LINE TABLE DATA
 DIRECT VEHICULAR ACCESS TO 104TH STREET (S.T.H. "165") & OLD GREEN BAY ROAD IS PROHIBITED FROM ALL LOTS WITHIN THIS CSM

- A** DEDICATED PUBLIC STREET
- B** DEDICATED PRIVATE STREET, ACCESS AND MAINTENANCE EASEMENT
- C** DEDICATED 12' OR 15' UTILITY, ACCESS AND MAINTENANCE EASEMENT
- D** DEDICATED 10', 20', 25', 30', 32', OR 35' STORM WATER DRAINAGE, ACCESS AND MAINTENANCE EASEMENT
- E** DEDICATED STORM WATER DRAINAGE, RETENTION BASIN, OPEN SPACE, ACCESS AND MAINTENANCE EASEMENT
- F** DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENT
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- H** DEDICATED 35' LANDSCAPING, ACCESS AND MAINTENANCE EASEMENT
- I** DEDICATED TREE PROTECTION AND PRESERVATION, ACCESS AND MAINTENANCE EASEMENT
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- M** DEDICATED 10' STREET TREE, ACCESS AND MAINTENANCE EASEMENT
- N** DEDICATED PUBLIC SIDEWALK, ACCESS AND MAINTENANCE EASEMENT
- O** DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENT



DATED THIS 17th DAY OF AUGUST, 2019
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

SEE SHEET 7 OF 25 FOR UTILITY, MONUMENT SIGNAGE, AND PUBLIC SIDEWALK EASEMENTS DETAILS.

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Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

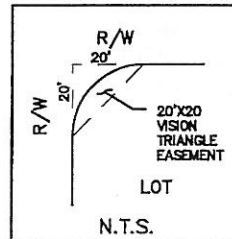
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CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	CENTRAL ANGLE
C1	38.20'	333.00'	S03°31'35.5"E	38.18'	6°34'19"
C2	30.57'	20.00'	S36°58'13.5"W	27.68'	87°33'59"
C3	74.50'	267.00'	S88°44'48.5"W	74.26'	15°59'11"
C4	53.04'	333.00'	N87°49'22.5"W	52.98'	9°07'33"
C5	12.79'	196.10'	S87°38'45"W	12.79'	3°44'16"
C6	30.51'	20.00'	N50°31'04"W	27.64'	87°24'38"
C7	30.63'	267.00'	N03°31'35.5"W	30.61'	6°34'19"
C8	42.53'	267.00'	S87°49'22.5"E	42.48'	9°07'33"
C9	92.91'	333.00'	N88°44'48.5"E	92.61'	15°59'11"
C10	32.27'	20.00'	S53°01'46.5"E	28.88'	92°26'01"
C11	30.21'	267.00'	S03°34'18"E	30.19'	6°28'56"
C12	37.67'	333.00'	N03°34'18"W	37.65'	6°28'56"
C13	37.05'	22.00'	N41°25'42"E	32.82'	96°28'56"
C14	127.67'	51.00'	N89°40'10"E	96.85'	143°25'56"
C15	127.67'	51.00'	S00°19'50"E	96.85'	143°25'56"
C16	55.43'	348.00'	S87°49'22.5"E	55.37'	9°07'33"
C17	262.63'	60.00'	S57°37'47"E	97.82'	250°47'48"
C18	21.30'	20.00'	S37°15'16"W	20.31'	61°01'42"
C19	29.60'	252.00'	S86°37'31.5"E	29.59'	6°43'51"
C20	28.70'	252.00'	N84°01'00.5"E	28.69'	6°31'35"
C23	248.57'	50.00'	S74°39'00.5"E	60.99'	284°50'15"
C24	31.95'	30.00'	S37°15'16"W	30.47'	61°01'42"
C26	28.91'	252.00'	S03°31'35.5"E	28.89'	6°34'19"
C27	7.63'	5.00'	S50°31'04"E	6.91'	87°24'38"
C28	13.79'	211.10'	N87°38'55"E	13.79'	3°44'36"
C29	44.08'	327.44'	N84°34'40"E	44.04'	7°42'46"
C31	26.36'	20.00'	S61°29'06.5"E	24.49'	75°31'21"
C33	16.34'	20.00'	N16°40'00.5"W	15.89'	46°48'49"
C34	301.43'	60.00'	S76°09'09.5"E	70.67'	287°50'31"
C35	21.30'	20.00'	S37°15'16"W	20.31'	61°01'42"

GENERAL NOTES:

1. DEVELOPMENT WILL BE SERVED BY PUBLIC SANITARY SEWER, WATER MAIN AND STORM SEWER.
2. DEDICATED TEMPORARY PUBLIC STREET ACCESS AND MAINTENANCE EASEMENTS SHALL BE VACATED AND RELEASED IN WRITING BY THE VILLAGE UPON THE DEVELOPER'S EXTENSION, CONSTRUCTION, DEDICATION AND ACCEPTANCE OF PUBLIC ROADWAYS IMPROVEMENTS.
3. ALL ROAD RIGHTS-OF-WAY WERE PREVIOUSLY DEDICATED TO THE PUBLIC.
4. ALL UTILITIES WITHIN THIS CERTIFIED SURVEY MAP SHALL BE INSTALLED UNDERGROUND.
5. TYPICAL 20'X20' VISION TRIANGLE EASEMENT ON CURVED LOT CORNER:



DATED THIS 17th DAY OF AUGUST, 2019
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Doc # 1848597

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LINE TABLE		
LINE	BEARING	LENGTH
L1	S06°48'46"E	29.62'
L2	S80°45'13"W	79.39'
L3	N06°48'46"W	25.86'
L4	N80°45'13"E	74.88'
L5	S06°48'46"E	25.54'
L6	N06°48'46"W	26.97'
L7	N03°05'58"W	15.00'
L8	N87°36'51"E	35.00'
L9	N03°05'58"W	21.62'
L10	N00°31'02"E	22.38'
L11	S89°28'58"E	12.00'
L12	S00°31'02"W	22.00'
L13	S03°05'58"E	21.39'
L14	N87°36'51"E	182.97'
L15	N01°44'35"E	103.89'
L16	S88°15'25"E	12.00'
L17	S01°44'35"W	103.02'
L18	N87°36'51"E	14.10'
L19	S83°15'36"E	113.27'
L20	N06°42'53"E	48.69'
L21	N24°33'33"W	21.69'
L22	N55°49'59"W	76.41'
L23	N82°43'50"W	17.17'
L24	N07°16'10"E	12.00'
L25	S82°43'50"E	20.04'
L26	S55°49'59"E	73.30'
L27	S06°44'24"W	20.81'
L28	S83°15'36"E	102.05'
L29	N00°02'05"W	299.17'
L30	N89°40'10"E	131.39'
L31	S00°14'26"E	23.00'
L32	S00°14'26"E	12.00'
L33	S89°40'10"W	119.43'
L34	S00°02'05"E	286.95'
L36	N80°45'13"E	98.75'
L38	N26°57'00"W	18.03'
L39	N83°15'36"W	44.81'
L40	N06°42'53"E	56.19'
L41	S06°44'24"W	20.81'
L42	S00°14'26"E	23.00'
L43	N89°40'10"E	90.00'
L44	S00°19'50"E	12.00'
L45	S89°40'10"W	75.02'

LINE TABLE		
LINE	BEARING	LENGTH
L46	S00°14'26"E	197.20'
L47	S06°48'46"E	25.86'
L48	N89°40'10"E	107.97'
L49	N03°05'25"W	31.90'
L50	N86°54'35"E	12.00'
L51	N80°45'13"E	74.88'
L52	S80°45'13"W	94.25'
L53	S00°19'50"E	77.08'
L54	S44°39'46"W	43.59'



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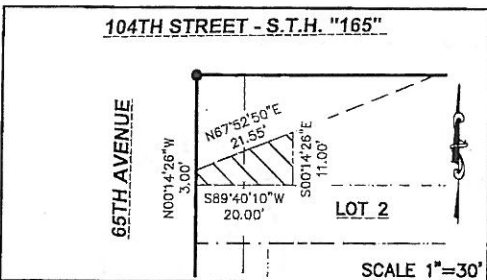
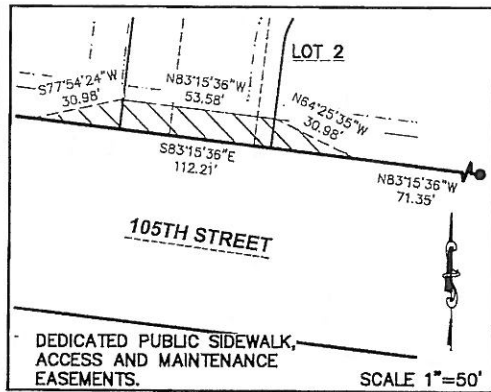
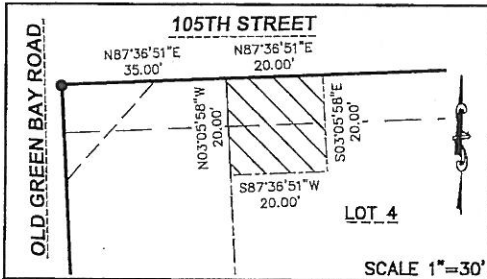
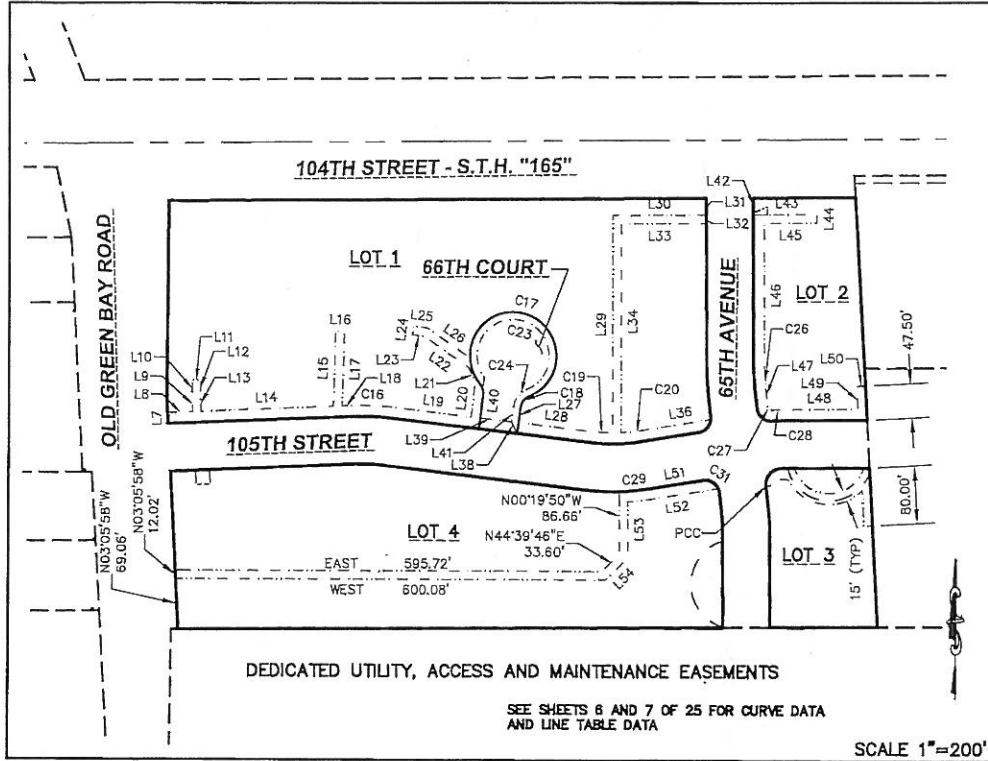
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Doc # 1848597

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THIS SHEET IS EXCLUSIVELY FOR UTILITY (AT&T, SPECTRUM, TIME-WARNER AND WE ENERGIES) AND SIGNAGE EASEMENTS DETAILS ONLY.



DEDICATED MONUMENT SIGNAGE, ACCESS AND MAINTENANCE EASEMENTS.



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DEDICATIONS AND EASEMENTS PROVISIONS

1. The fee interest in the areas shown as a Dedicated Public Street (A) on this CSM (104th and 105th Streets, 65th Avenue and Old Green Bay Road) were dedicated, given, granted and conveyed by the previous land owner with additional easements granted by Harpe Development, LLC (referred to as the "Developer") to the Village of Pleasant Prairie, its successors and assigns (the "Village") by this Certified Survey Map (CSM) for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, bike trails and lanes, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such fee interest is subject to the following: (1) a temporary nonexclusive easement coextensive with the areas of each such Dedicated Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, right-of-way landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village dated as of August 19, 2019 (subject to the rights of the Village to perform the same functions); and (2) a nonexclusive easement hereby reserved by the Developer for the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to each such Dedicated Public Street for the required planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks, in the area between the roadway and the Lots; for the replanting, watering, weeding and maintenance of trees in the right-of-ways; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the Lots as are approved by the Village and as will not interfere with the public improvements, uses and purposes of the Village (all subject to the rights of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its fee interest in the Dedicated Public Streets and the rights of the Developer, or of the Owners of any of the Lots, or of the Condominium Association pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, and maintenance of the public street improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, public storm water and drainage system improvements, mailboxes, sidewalks, bike trails and lanes, street trees, open space areas, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements, public water system improvements, and public storm sewer and drainage system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be constructed by the Developer and inspected by, dedicated to and accepted by the Village.



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Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

2. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Private Street, Access and Maintenance Easement (B) on this CSM as 66th Court is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the Private Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to the Private Street for the required repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its easement interest in the Private Street Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sanitary sewer system improvements and public water system improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2018\18-8835 Vantage Parc\dwg\18-8835 CSM.dwg

Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (cont)

3. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 12' or 15' Utility, Access and Maintenance Easement (C) areas on this CSM were dedicated, given, granted and conveyed by the Developer (the "Grantor") to WE Energies, AT&T, Spectrum and Time Warner Cable Inc. and their respective successors and assigns (collectively, the "Utility and Communications Grantees") by this CSM for the purposes of constructing, installing, operating, repairing, altering, replacing and maintaining utility and communication lines and other related facilities to serve the Condominium Development, (or portions thereof) shown on this CSM and for any related ingress and egress. To the extent possible, all such utility and communications lines and facilities shall be installed underground. Prior to the installation of the utility cables and related appurtenances, the elevation of the existing ground surface within the utility easement areas shall not be altered by more than four (4) inches of final grade without the written approval of Utility and Communication Grantees. The Grantor shall restore or cause to be restored, all such land, as nearly as is reasonably possible, to the condition existing prior to installing such utilities within the utility easement areas on which such easements are located as does not interfere with the purpose of the utility and communications easements and the use of such easements by the Utility and Communication Grantees, unless a separate agreement is entered into between the Grantor and the Grantees that transfers the responsibilities to the Utility and Communication Grantees. No buildings, fences, driveway or parking areas, or structures of any kind shall be placed within the utility and communication easement areas without the prior written approval of the Utility and Communication Grantees.

The Village generally allows private utilities, including but not limited to electric and communications facilities, to be installed in public street right-of-ways with prior written approval from the Village, subject to the requirements of applicable Village ordinances and the requirements of such public uses and purposes of the Village. Further, each individual private utility, electric or communications company shall be responsible for promptly restoring the public street areas and public highway areas to their pre-existing condition, at its own cost, after any use of such areas. In the event the private companies do not restore the easement areas to a vegetatively stabilized condition, the Developer shall be ultimately responsible for the costs of such restoration and may pursue its remedies against the respective utility company(s). Under no circumstances shall any private utility, electric or communications company conduct any open cutting of public roadways after the crushed aggregate base course is installed without prior written approval of the Village. Any such private utility or communications facilities shall be promptly relocated, at the cost of the individual utility, electric or communications company, upon written request of the Village, to serve the public functions and purposes of the Village in the public street area. In the event of any conflict between the rights of the Village and the rights of the private utility, electric or communications company in such public street areas, the Village's rights shall be deemed to be superior.

4. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement (D) areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.



17th
DATED THIS DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

F:\2018\18-0835 Village Parc\DWG\18-0835 CSM.dwg

Doc # 1842597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

5. A nonexclusive easement coextensive with the area shown as a Dedicated for Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement (E) to the Condominium Owner's Association on this CSM was dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, public drainage ways, retention basin and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. This storm water drainage and retention basin easement shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting, care and storm water maintenance responsibilities of the easement area which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association as will not interfere with the improvements, uses and purposes of the Village; and (3) such future uses of the easement as may be approved by the Village. There shall be no structures placed within said easement area, which obstructs, redirects or impedes drainage flows within the Development pursuant to the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to this easement and the rights of the Condominium Association or their Owners(s) or entities with respect to the Dedicated Storm Water, Drainage, Retention Basin, Open Space, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to this easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

The Developer shall be responsible for all costs associated with the construction and maintenance of all of the public and private drainage way improvements and the retention basin contained within this nonexclusive easement until such time as the Common Area property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for the retention basin and drainage structure maintenance to the extent required by the Restrictive Covenants on this CSM or as may be required by applicable Village Ordinances.

6. Easements coextensive with each area shown on this CSM as a Dedicated Monument Signage, Access and Maintenance (F) Easement is hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

7. The fee interest in the Common Areas shown on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Condominium Association, its successors and assigns and successors-in-title by this CSM. Such fee interest is subject to the following: (1) temporary nonexclusive easements coextensive with the entire property, that is hereby retained by the Developer for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alterations, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, planting, tree protection and preservation and for all related ingress and egress; (2) permanent nonexclusive easements coextensive shown on this CSM, hereby granted to the Village for the rough and final grading, topsoiling, and seeding; the construction, installation, repair, alteration, replacement and maintenance of storm water, drainage, retention basin improvements; the installation, alteration and maintenance of signage, lighting, fencing, landscaping, and planting, for all related ingress and egress within easement areas, and for tree protection and preservation and within easement areas. In the event of any conflict between the rights of the Condominium Association under its fee interest in the Common Areas or the rights of the Developer, or the rights of the Village, pursuant to the fee interest in the easements retained herein, the rights of the Village shall be deemed to be superior. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2018\18-8835 Village Parc\DWG\18-8835 CSM.dwg

Doc# 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

- 8. An easement coextensive with a permanent Dedicated Public 30' Water Main and Sanitary Sewer Main, Access and Maintenance Easement (G) shown on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for water and sanitary sewer system improvements, uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. This public water main and sanitary sewer main easement shall be exclusive, except for: (1) the Developer's temporary easement for the construction, installation, repair, alteration, replacement and maintenance activities for the public water and sanitary sewer system improvements, uses and purposes, and for all related ingress and egress; (2) such other easements as may be dedicated on this CSM with respect to the same area or any portion thereof; (3) such use, planting, care, and driveway maintenance of the easement area by the Condominium Association on which the easement is located as will not interfere with the public water main and sanitary sewer system improvements, uses and purposes of the Village; and (4) such future driveway or other uses of the easement areas that may be approved by the Village. In the event of any conflicts between the rights of the Village pursuant to this water main and sanitary sewer main easement and the rights of the Developer or of Condominium Association with respect to the Dedicated Public 30' Water Main and Sanitary Sewer Main, Access and Maintenance Easement area, the Village's rights under this easement shall be deemed to be superior.
- 9. Nonexclusive easements coextensive with the Dedicated 35' Landscaping, Access and Maintenance Easement (H) areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for grading, berming, landscaping and planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.
- 10. Nonexclusive easements coextensive within each area shown as Dedicated Tree Protection and Preservation, Access and Maintenance Easement (I) areas on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM for tree protection, maintenance, and replanting purposes and uses and for related ingress and egress.
- 11. Nonexclusive easements coextensive with Dedicated 20'x20', 50'x20', and 150'x100' Vision Triangle Easement (J) areas shown on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village by this CSM to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as but not limited to structures, signage, fences, vehicular parking, vegetation, or shelters that are permitted within the vision triangle easement between the heights of two feet and ten feet unless approved by the Village or Wisconsin Department of Transportation as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village.
- 12. Easements coextensive with the areas shown as Dedicated Public Streets on this CSM were dedicated, given, granted and conveyed by the Village to the Developer by this CSM for roadway pavement and curb and gutter improvements, sanitary sewer, water, storm sewer and drainage system improvements, and uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement and maintenance activities until such improvements are inspected by, dedicated to and accepted by the Village. These easements shall be exclusive, except for such coextensive easements granted herein and for such use, planting, care and maintenance of the easement area by the Condominium Units within Lots 1, 2, 3, and 4 shown on this CSM or other future roadway, street, driveway or other such use as approved by the Village, as will not interfere with the uses and purposes of the Village, and is permitted by applicable Village Ordinances.



DATED THIS 17th DAY OF AUGUST, 2019
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

- 13. Temporary easements coextensive with the areas shown as Dedicated Temporary 10' Street Access, Snow Storage, Road Removal and Maintenance Easements (K) around the circumference of the 65th Avenue and 105th Street cul-de-sacs on this CSM are hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the snow storage, the repair, alteration, replacement, maintenance and removal of private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress. Such easements are subject to the following: (1) a temporary nonexclusive easement coextensive within the easement area, hereby retained by the Developer for the snow storage and construction, installation, repair, replacement and maintenance of such street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, LLC or Owners of the Lots shown on this CSM which are adjacent to the street for the required snow storage, repair, alteration, replacement, planting and maintenance of street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its easement interest in the Temporary 10' Street Access, Snow Storage, Road Removal and Maintenance Easements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

- 14. Perpetual nonexclusive easements coextensive with the areas shown as Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement (L) areas on this CSM were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for grading, berming, landscaping, planting, storm water management, and drainage purposes, private drainage ways, and for all related ingress and egress, construction, installation, repair, alteration, replacement, landscaping, and maintenance activities. These landscaping and storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.

- 15. Nonexclusive easements coextensive with the Dedicated Street Tree, Access and Maintenance Easement (M) areas shown this CSM were dedicated, given, granted and conveyed by the Developer to the Village by this CSM for tree planting uses and purposes, and for all related ingress and egress, construction, installation, repair, alteration, replacement, and maintenance activities. These easements shall be nonexclusive and shall be subject to coextensive easements and responsibilities granted herein for such use, planting, care and maintenance responsibilities which shall be imposed by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM upon the Condominium Association, as will not interfere with the uses and purposes, of the Village, and is permitted by the applicable Village Ordinances.



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

R:\2018\18-8835 Village Parc\DWG\18-8835 CSM.dwg

Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

- 16. A perpetual nonexclusive easement coextensive with the sidewalk area shown as a Dedicated Public Sidewalk, Access and Maintenance Easement (N) on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the public sidewalk, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such public sidewalk improvements, uses and purposes, including, without limitation, sidewalks, landscaping, and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to the public sidewalk for the required repair, alteration, replacement, planting and maintenance of public sidewalk improvements, uses and purposes, including, without limitation: sidewalks, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks (all subject to the rights but not the obligations of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its easement interest in the Public Sidewalk Improvements and the rights of the Developer, or of the Condominium Association or Owners of any of the Lots pursuant to the easements retained herein, the rights of the Village shall be deemed to be superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, snowplowing, and maintenance of the Public Sidewalk Improvements and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public sidewalk improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.



DATED THIS 17th DAY OF AUGUST, 2019
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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CERTIFIED SURVEY MAP No. _____

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

DEDICATIONS AND EASEMENTS PROVISIONS (con't)

17. A perpetual nonexclusive easement coextensive with the cul-de-sac area shown as a Dedicated Temporary Public Street, Access and Maintenance Easement (O) on this CSM is hereby dedicated, given, granted and conveyed by the Developer to the Village, its successors and assigns and the future developer/contractor for the construction, installation, repair, alteration, replacement, planting and maintenance of public street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street lights, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping, and for all related ingress and egress, construction, installation, repair, alteration, replacement, planting and maintenance activities. Such easement is subject to the following: (1) a temporary nonexclusive easement coextensive with the temporary Public Street, hereby retained by the Developer for the construction, installation, repair, replacement and maintenance of such private street improvements, uses and purposes, including, without limitation, pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, landscaping and for all related ingress and egress pursuant to a Development Agreement entered into between the Developer and the Village (subject to the rights but not the obligations of the Village to perform the same functions); and (2) the fee interest as a Common Area hereby granted by the Developer to the Green Bay Trail Condominium Association, LLC (Condominium Association) or Owners of the Lots shown on this CSM which are adjacent to the Temporary Public Street for the required repair, alteration, replacement, planting and maintenance of private street improvements, uses and purposes, including, without limitation: pavement, curbs and gutters, sidewalks, street signs, street lights, street trees, sanitary sewerage system improvements, water system improvements, storm sewer and drainage system improvements, mailboxes, utility and communications facilities, planting, mowing, watering and maintenance of grass within the grassy terrace area, for the maintenance and replanting of street trees and the clearance, maintenance, repair and replacement of sidewalks; and for the construction, installation, repair, replacement, maintenance and use of such condominium driveways in the area between the roadway and the buildings as are approved by the Village and as will not interfere with the uses and purposes of the Village (all subject to the rights but not the obligations of the Village to perform the same planting, replanting, construction, installation, repair, clearance, maintenance and replacement functions). In the event of any conflict between the rights of the Village under its easement interest in the Public Street Improvements, and the rights of the Developer, or its right to assign its current interest to a future Developer to reconstruct the road, or of the Condominium Association or Owners of any lots pursuant to the easements retained herein, the rights of the Village shall be deemed superior.

The Developer shall be responsible for all costs associated with the construction, installation, repair, alteration, replacement, planting, snowplowing, and maintenance of the Private Street Improvements and private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, public sanitary sewer system improvements, public water system improvements, private storm water and drainage system improvements, mailboxes, sidewalks, street trees, private planting areas, utility and communication and for all related ingress and egress referred to herein, in accordance with the terms and conditions of the Planned Unit Development Ordinance on file with the Village Clerk, until: (i) with respect to those of the foregoing responsibilities for which the Condominium Association shall be responsible pursuant to the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM, the Developer transfers the responsibilities to the Condominium Association; and (ii) with respect to the remainder of the foregoing public underground infrastructure responsibilities, the public street improvements that are required to be constructed by the Developer pursuant to the PUD Ordinance on file with the Village Clerk, will be inspected by, dedicated to and accepted by the Village.



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

FILED 2018/18-8835 Village Parc Dwg 18-8835 CSM.dwg

Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS

1. Harpe Development, LLC (together with its successors, assigns and successors-in-title of the property referred to as the "Developer") hereby covenants that the Green Bay Trail Condominium Owners Association, LLC (the "Condominium Association") shall have the obligation of maintaining the Dedicated Storm Water Drainage, Retention Basin, Access and Maintenance Easement area located on this CSM in a functional, neat and nuisance free condition to handle storm water and drainage in this Development. Such maintenance shall include, as needed, grading, seeding or sodding around the area of the retention basin, maintaining, removing and replacing any drainage structures leading into or out of the basin, removing of sediment and re-grading the retention basin to the original design depth and volume of water storage, installing, removing and replacing the fountain in the retention basin, removing trash, debris, leaves, and brush, mowing, and weeding to prevent nuisance conditions. No driveways, fences, or structures shall be erected within the storm water drainage and retention basin easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water Drainage, Retention Basin, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, retention basin, maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedication statements on this CSM with respect to the easement, the Village shall have no obligation to do anything pursuant to its rights under this easement.

2. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas on this CSM that were dedicated, given, granted, and conveyed by the Developer to the Village by this CSM for storm water management and drainage purposes, private drainage ways, and for all related construction, installation, repair, alteration, replacement, landscaping, maintenance purposes and ingress and egress. These storm water drainage easements shall be exclusive, except for: (1) such other easements as may be dedicated and conveyed herein with respect to the same area or any portion thereof; (2) such use, planting care and pavement maintenance responsibilities of the easement areas which shall be imposed and required by the Green Bay Trail Condominium By-Laws, Condominium Declaration, or this CSM as will not interfere with the improvements, uses and purposes of the Village; and (3) such future driveway, parking area or other uses of the easement as may be approved by the Village but shall be subject to replacement or maintenance by the Condominium Association. There shall be no structures placed within said easement areas, which obstructs, redirects or impedes drainage flows within the Development pursuant to Paragraph 1 of the Restrictive Covenants on this CSM. In the event of any conflicts between the rights of Developer, the rights of the Village pursuant to these easements and the rights of the Condominium Association or their Owners(s) or entities with respect to the private Dedicated 10', 20', 25', 30', 32', & 35' Storm Water Drainage, Access and Maintenance Easement areas, the Village's rights under these easements shall be deemed to be superior. Unless the Village exercises the rights granted to it hereunder with respect to these easements, the Village shall have no obligation to do anything pursuant to its rights under these easements. The Developer shall be responsible for all costs associated with the construction and maintenance of private drainage way improvements contained within these nonexclusive easements until such time as the property is transferred in ownership and such maintenance responsibility is transferred to the Condominium Association, at which time the Condominium Association shall be responsible for maintenance to the satisfaction of the Village and to the extent required by the Restrictive Covenants on this CSM.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Storm Water, Drainage, Access and Maintenance Easement area obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such storm water drainage, swale maintenance or landscaping restoration, or maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.



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Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (cont)

- 3. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining all Common Areas in a clean, mowed, planted, maintained and weed-free condition. Such maintenance shall include without limitation and as needed, seeding, mowing, weeding, planting, watering, and removal of trash, debris, leaves, and brush in order to prevent a nuisance condition. Except as shown on the Plat, no driveways, signage, parking areas, structures, or fences shall be erected within the Common Areas which might interfere with the Village or Utility and Communication Companies easement rights, unless express written approval is granted by the Village and the Utility and Communication Grantees and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Common Area maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation and to the satisfaction of the Village.

To the extent that the Village performs any Common Area maintenance activities, the owner which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

- 4. The Developer hereby covenants that the Developer shall have the obligation of maintaining the Dedicated Tree Protection and Preservation Easement areas shown on this CSM. No trees shall be cut or removed unless they are decayed or dying and no digging, dredging, filling, grading, dumping or other land disturbance activity shall be permitted in such protection area, without the prior approval of the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these Tree Protection and Preservation Maintenance obligations upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation and to the satisfaction of the Village. Refer to the Green Bay Trail Condominium By-Laws and Condominium Declaration for a penalty for cutting or damaging the trees, if any.

To the extent that the Village performs any Tree Protection or Preservation maintenance activities, the owner which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.



DATED THIS 17th DAY OF AUGUST, 2019
 THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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Doc# 1848597

CERTIFIED SURVEY MAP No. 2910

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RESTRICTIVE COVENANTS (con't)

- 5. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the sidewalks, street trees and grassy areas planted in the Dedicated Public Street along 105th Street and 65th Avenue within this Condominium Development and 104th Street and Old Green Bay Road located outside of but adjoining this Condominium Development. Such maintenance shall include, without limitation and as needed: watering, pruning, trimming, cutting, re-staking, placing mulch around the street trees and weeding to prevent nuisance conditions; the mowing and watering in the grassy terrace areas of the street yard area located between the street pavement and the right-of-way line and the ice removal and snowplowing of the public sidewalks. No driveways, fences, signage or structures shall be erected which damages the street trees or might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any such conditions as the Village may impose. Any street trees which die or are damaged by vandalism or other calamity, shall be removed and replaced by the Developer or the Condominium Association within 60 days of notification from the Village, weather permitting.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these public street trees and right-of-way maintenance obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association, which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such sidewalk snow removal or maintenance, street tree or street yard maintenance activities, the Lot Owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

- 6. The Developer hereby covenants that the Condominium Association shall be responsible for: (i) all costs associated with the repair, alteration, replacement, planting, and maintenance of the private driveway improvements, including, without limitation, pavement, curbs and gutters, street signs and lights, if any, adjacent to such private streets, mailboxes, sidewalks, street terrace areas, street trees, planting areas, snowplowing and utility and communication facilities in accordance with the Village approved plans and specifications and (ii) the payment of the costs of electricity and maintenance for street lights located in the Dedicated Public Street area after the required public street and street light improvements have been constructed by We Energies and accepted by the Village.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to private driveway improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the Lot Owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

RESTRICTIVE COVENANTS (con't)

7. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated 25' or 35' Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas located on this CSM in a functional, neat and nuisance free condition for landscaping/screening purposes and to handle storm water and drainage in this Development. Such maintenance shall include, as needed, planting, staking trees and bushes, installing and replacing mulch, pruning, grading, seeding or sodding, maintaining the drainage areas, removing and replacing any drainage structures, removing trash, debris, leaves and brush, mowing, weeding to prevent nuisance conditions. No driveways, fences or structures shall be erected within the landscaping, storm water, drainage, access and maintenance easement which blocks, diverts or re-routes the drainage flow or which might interfere with the Village's rights, unless express written approval is granted by the Village and subject to any conditions as the Village may impose.

This covenant shall run with the land, shall be binding upon the Developer, its successors, assigns and successors-in-title of the property in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of the Landscaping, Storm Water Drainage, Access and Maintenance Easement, the Dedicated 10' Street Tree, Access and Maintenance Easement, and the Dedicated 35' Landscaping, Access and Maintenance Easement areas obligations pertaining to maintenance activities upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any such landscaping or storm water drainage, or street tree maintenance activities, the Owner, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village which the Village may recover from such Owners as special assessments or special charges under Section 66.027 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on the CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.

8. The Developer covenants that the 30' Dedicated Public Water Main and Sanitary Sewer Main, Access and Maintenance Easement shown in 66th Court on this CSM hereby places a restrictions because of the location of this water main and sanitary sewer main easement which was given, granted and conveyed by the Developer to the Village for public water and public sanitary sewer purposes and system improvements, uses and purposes, and for all related and incidental ingress and egress construction, installation, repair, alteration, replacements, planting and maintenance activities to serve the Development as referenced in the Dedications and Easements language on the CSM. The Developer further covenants that there shall be no buildings, fences, or structures of any kind placed within the easement area without prior written approval of the Village. Furthermore, if the Village allows for the placement of a private roadway, private driveways, or landscaping within the water main and sanitary sewer main easement areas granted to the Village and in the event that the Village exercises its rights to maintain, repair or replace said water main and sanitary sewer main and related appurtenances, the Owner(s) of the affected property, not the Village, shall be responsible for any and all costs associated with the removal and or replacement of said private roadway, private driveways, or landscaping placed within the easement. This covenant shall run with the land, shall be binding upon the Owners, its successors, assigns and successors-in-title of the property, in their capacity as Owners of this property, and shall benefit and be enforceable by the Village.

9. The Developer covenants that the 20' x 20', 50' x 20' and 150' x 100' Vision Triangle Easement areas shown on this CSM places restrictions on said areas in order to maintain a clear sight line of vision at each intersection. There shall be no obstructions, such as, but not limited to, structures, signage, fences or vehicular parking, or vegetation, within the Vision Triangle Easement between the heights of 2' and 10' unless approved by the Village and/or the Department of Transportation (WI DOT) as it applies to State Trunk Highway 165. This restriction is for the benefit of the public and shall be enforceable by the Village and WI DOT.



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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Doc # 1848597

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RESTRICTIVE COVENANTS (con't)

10. The Developer hereby covenants that the Condominium Association shall have the obligation of maintaining the Dedicated Monument Signage, Access and Maintenance Easement areas on this CSM that were dedicated, given, granted and conveyed by the Developer to the Village on this CSM for the purpose of monument signage installation, maintenance, removal and replacement; installation and replacement of lighting; planting and installation of trees, shrubs and other landscape elements and all related ingress and egress, grading, replacement and maintenance activities. These Monument Signage, Access and Maintenance Easements shall be exclusive except for the same easement rights in this Condominium Development hereby retained by the Developer for purposes of signage, installation, maintenance, removal and replacement; installing and replacing lighting; planting and installing trees, shrubs, and other landscape elements and all related ingress and egress; grading, replacement and maintenance activities. Notwithstanding such easements, the Village shall have no obligation to exercise its rights under these easements.

These covenants shall run with the land, shall be binding upon the Developer, its successors, assigns, and successors-in-title of the property, in their capacity as Owners of any such property, and shall benefit and be enforceable by the Village. The Developer shall be relieved of these obligations pertaining to monument signage improvements upon transfer of said property and responsibilities to the Condominium Association which then shall perform such maintenance without compensation to the satisfaction of the Village.

To the extent that the Village performs any of the maintenance responsibilities, the lot owners, which may be the Developer or the Condominium Association shall be liable for any costs which may be incurred by the Village, which the Village may recover from such Owners as special assessments or special charges under Section 66.0627 (or successors or similar provisions) of the Wisconsin Statutes or otherwise according to law. Unless the Village exercises its rights granted to it in the dedications statements on this CSM with respect to the easements, the Village shall have no obligation to do anything pursuant to its rights under these easements.



DATED THIS 17th DAY OF AUGUST, 2019
THIS INSTRUMENT WAS DRAFTED BY RIZAL W. ISKANDARSJACH, S-2738

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Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

LOT 1, 2, 3, AND 4 OF CERTIFIED SURVEY MAP 2574, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 22 EAST, OF THE FOURTH PRINCIPAL MERIDIAN, IN THE VILLAGE OF PLEASANT PRAIRIE, KENOSHA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

State of Wisconsin)
) SS
Kenosha County)

I, Rizal W. Iskandarsjach, Professional Land Surveyor, do hereby certify that I have surveyed, divided and mapped all of Lot 1, 2, 3, and 4 of Certified Survey Map No. 2574, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin, bounded and described as follows:

All of Lot 1, Lot 2, Lot 3, and Lot 4 of Certified Survey Map No. 2574, as recorded in Kenosha County Register of Deeds Office on June 22, 2007 as Document No. 1525025, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, of the Fourth Principal Meridian, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

Containing in all 475,785 square feet (10.9225 acres) of lands, more or less.

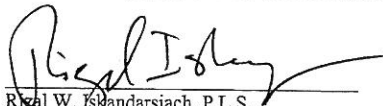
All subject to easements and restrictions of record, if any.

That I have made such survey, land division and map by the direction of HARPE DEVELOPMENT, LLC, owners of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping the same.

DATED THIS 17th DAY OF AUGUST, 2019



Rizal W. Iskandarsjach, P.L.S.
Professional Land Surveyor, S-2738



Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

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CORPORATE OWNER'S CERTIFICATE

HARPE DEVELOPMENT, LLC, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Rizal W. Iskandarsjach, to be surveyed, divided and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Village of Pleasant Prairie Land Division and Development Control Ordinance in surveying, dividing, dedicating and mapping.

HARPE DEVELOPMENT, LLC

[Signature]
Dustin R. Harpe
Member

8.19.19
Date

[Signature]
Cory Harpe
Member

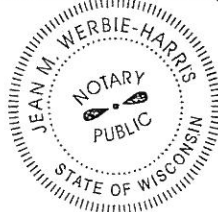
8.19.19
Date

State of Wisconsin) SS
County of Kenosha)

Personally came before me this 19 day of August, 2019, the above named Dustin R. Harpe, Cory Harpe and [Signature] of the above named limited liability company, to me known to be such Member and Member of said limited liability company, and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company by its authority.

[Signature]
Notary Public, Kenosha County, WI

My Commission Expires 12/27/21



CONSENT OF CORPORATE MORTGAGEE CERTIFICATE

Community State Bank, Union Grove, a corporation duly organized and existing under and virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, mapping, and dedication of the land described on this CSM, and does hereby consent to the above certificate of Dustin R. Harpe and Cory Harpe, Members of Harpe Development, LLC.

In witness hereof, the said Community State Bank, Union Grove has caused these presents to be signed this 20 day of August 2019.

[Signature] (signature)
Robert W. Pieroni (print name)
VP/Market President (title)

State of Wisconsin) SS
County of Kenosha)

Personally came before me this 20th day of August, 2019, the above named Robert W. Pieroni and [Signature] of the above named corporation, to me known to be such VP/Market Pres and [Signature] of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation by its authority.

[Signature]
Notary Public, Kenosha County, WI

My Commission Expires in part



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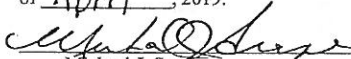
Doc # 1848597

CERTIFIED SURVEY MAP No. 2910

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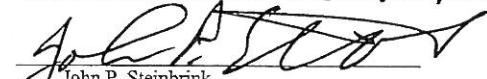
VILLAGE PLAN COMMISSION APPROVAL

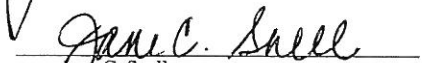
This Certified Survey Map is hereby approved by the Plan Commission of the Village of Pleasant Prairie on this 29th day of April, 2019.


Michael J. Serpe
Chairman of Village Plan Commission

VILLAGE BOARD CERTIFICATE

Resolved that this Certified Survey Map being a redivision of Lot 1, 2, 3, and 4 of Certified Survey Map No. 2574, located in the Northeast 1/4 of the Northwest 1/4 of Section 27, Township 1 North, Range 22 East, Village of Pleasant Prairie, Kenosha County, Wisconsin, having been approved by the Plan Commission being the same, is hereby approved and accepted by the Village Board of Trustees of the Village of Pleasant Prairie, on this 15th day of July, 2019.


John P. Steinbrink
Village President


Jane C. Snell
Village Clerk



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