

EASEMENT AGREEMENT

THIS AGREEMENT made this 21st day of September, 2007, by and between Underwood Development, LLC, a Wisconsin limited liability company, hereinafter referred to as "Party of the First Part", and Roy E. Hundt and Linda L. Hundt, husband and wife, hereinafter referred to as "Parties of the Second Part"; and,

WHEREAS, the Party of the First Part has submitted a Preliminary Plat to the City of Plymouth for a development known as Tumbler Ridge; and,

WHEREAS, the Preliminary Plat of Tumbler Ridge has been approved by the City of Plymouth, subject to the approval of a Developer's Agreement; and,

WHEREAS, the Parties of the Second Part are owners of real estate adjacent to the real estate owned by Underwood Development, LLC, which is more particularly described as:

Lot One (1) of a Certified Survey Map recorded in Volume 1 of Certified Survey Maps, on page 334, in the office of the Register of Deeds for Sheboygan County, Wisconsin, being a part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section Twenty-eight (28), Township Fifteen (15) North, Range Twenty-one (21) East, City of Plymouth, Sheboygan County, Wisconsin.

AND, WHEREAS, the Parties of the Second Part will grant to the Party of the First Part a Thirty (30.00) foot Easement for sanitary sewer, storm sewer, and water main described as follows:

Part of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and part of the Northeast Quarter (NE $\frac{1}{4}$) in Section Twenty-eight (28), Township Fifteen (15) North, Range Twenty-one (21) East, City of Plymouth, Sheboygan County, Wisconsin, and more fully described as: Commencing at the North Quarter (N $\frac{1}{4}$) Corner of Section Twenty-eight (28), Township Fifteen (15) North, Range Twenty-one (21) East; thence South 90°-00'-00" East, One Hundred Nineteen and Ninety-three Hundredths (119.93) feet; thence South 90°-00'-00" East, Sixty and Twenty-seven Hundredths (60.27) feet; thence South 00°-02'-40" West, One Hundred Eighty-three (183.00)

1837869

SHEBOYGAN COUNTY, WI
RECORDED ON
10/16/2007 08:42AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 19.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 6
TRANS # 105961
OF PAGES: 5

Recording Area

Name and Return Address

Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081

feet; thence North 89°-58'-56" East, Four Hundred Seventy and Thirty-seven Hundredths (470.37) feet; thence North 00°-13'-07" West, One Hundred Eighty-two and Eighty-six Hundredths (182.86) feet; thence North 90°-00'-00" East, One Hundred and Eleven Hundredths (100.11) feet; thence South 00°-08'-08" East, Three Hundred Three and Two Hundredths (303.02) feet; thence North 90°-00'-00" East, Two Hundred Twenty-eight and Eighty-eight Hundredths (288.88) feet; thence South 00°-08'-14" West, One Hundred Nine and Eighty-one Hundredths (109.81) feet; thence South 00°-02'-08" East, Ninety-four and Fifty-six Hundredths (94.56) feet to the point of beginning; thence North 00°-02'-08" West Forty-five and Six Hundredths (45.06) feet; thence South 86°-58'-41" East, Thirty-four and Fifty Hundredths (34.50) feet; thence South 33°-29'-01" East, One Hundred Seventy-nine and Fifty-nine Hundredths (179.59) feet; thence North 89°-15'-15" East, One Hundred Eighty-four and Twenty-seven Hundredths (184.27) feet; thence South 07°-27'-30" West, Thirty and Thirty-one Hundredths (30.31) feet; thence South 89°-15'-15" West, One Hundred Ninety-six and Thirty-two Hundredths (196.32) feet, thence North 33°-29'-01" West, One Hundred Sixty-two and Twenty Hundredths (162.20) feet; thence North 86°-58'-41" West, Twenty-eight and Eight Hundredths (28.08) feet to the point of beginning.

And, **WHEREAS**, the easement is depicted on Exhibit A, attached hereto and incorporated herein by reference as if set forth at length herein;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration and the agreements made herein, the parties agree as follows:

1. That in consideration of the grant of easement by the Parties of the Second Part to the Party of the First Party, the Party of the First Part shall:
 - A. Replace all of the existing concrete driveway along with a parking area approximately Thirty (30) feet wide for a fifth-wheel trailer, including re-grading the area prior to paving it so that it is even with the driveway. The Parties of the Second Part shall identify for the Party of the First Part the parking area for the fifth-wheel trailer. The Parties of the Second Part shall approve plans for this construction prior to it commencing.
 - B. Provide a water lateral and sanitary sewer lateral to the property of the Parties of the Second Part for the purpose of allowing for the future construction.
 - C. Replace existing electric service between the house and the parking area for the fifth-wheel trailer with 50 AMP service.

2. The Parties of the Second Part agree that the area appropriated for the easement for the benefit of the Party of the First Part, shall not be occupied or appropriated for any purpose inconsistent with the future maintenance or replacement of the utilities within the easement area.

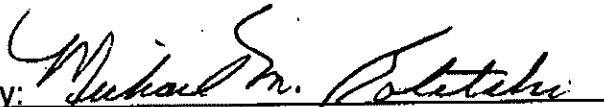
3. The Party of the First Part shall restore the easement area after a completion of construction of the utilities within the easement.

4. If any future maintenance or reconstruction of the utilities within the easement area is required, the Party of the First Part shall restore the premises to the condition the premises were in prior to such maintenance being commenced.

5. This Agreement shall be for the benefit of and be binding upon the heirs, successors and assigns of the parties hereto.

Party of the First Part:

UNDERWOOD DEVELOPMENT, LLC

By: 
Michael M. Soletski, Managing Member

AUTHENTICATION

Signature of **Michael M. Soletski** authenticated
this 21st day of September, 2007.


JOHN N. GUNDERSON
Title: Member State Bar of Wisconsin

Parties of the Second Part:

Roy E. Hundt

Roy E. Hundt

Linda L. Hundt

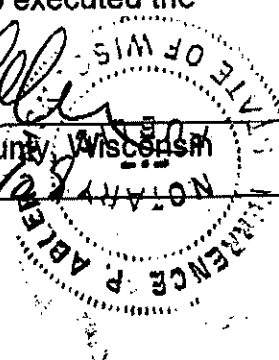
Linda L. Hundt

STATE OF WISCONSIN)
: ss.
SHEBOYGAN COUNTY)

Personally came before me this 21st day of September, 2007, the above named **Roy E. Hundt and Linda L. Hundt** to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Lawrence P. Able

Notary Public, Sheboygan County, Wisconsin
My Commission: 6/13/2007



This Document Drafted By:

OLSEN, KLOET, GUNDERSON & CONWAY

By: Attorney John N. Gunderson

602 North Sixth Street

Sheboygan, WI 53081

Telephone: 920-458-3701

k:\user\jng\lunderwood.hundt.agreement.1

AGREEMENT CONCERNING EASEMENT

THIS AGREEMENT made the date set forth hereinafter below between LANES END, LLC, a Wisconsin limited liability company, party of the first part, TERRANCE P. ABLER and KAREN A. ABLER, husband and wife, parties of the second part, MICHAEL G. JACQUAT and CATHIE L. JACQUAT, AS TRUSTEES OF THE MICHAEL G. JACQUAT AND CATHIE L. JACQUAT TRUST DATED APRIL 11, 1996, AS AMENDED, party of the third part, and JEFFREY A. GOELZER, A/K/A JEFFREY GOELZER, LYNN M. GOELZER, A/K/A LYNN GOELZER AND KAREN A. ABLER, parties of the fourth part and UNDERWOOD DEVELOPMENT, LLC, a Wisconsin limited liability company, party of the fifth part.

WHEREAS, the parties of the second part, third part and fourth part are the beneficiaries of easements for ingress and egress from their respective parcels of real estate (described herein) to public roads as described in Volume Six (6) of Certified Survey Maps at Page 294 and Volume Six (6) of Certified Survey Maps at Page 295, and

WHEREAS, the party of the first part is the current owner of real estate (described herein) over and through which the current easements of the parties of the second, third and fourth part have access from their respective parcels of real estate to public roads, and

WHEREAS, the party of the first part intends to convey its real estate to the party of the fifth part, and the party of the fifth part intends to develop the real estate of the party of the first part into lots to be known as "Tumbler Ridge Subdivision" of the City of Plymouth, Sheboygan County, Wisconsin, and

WHEREAS, development plans for Tumbler Ridge Subdivision include development of public roads, and

WHEREAS, Underwood Development, LLC plans by virtue of its preliminary plat of the subdivision of Tumbler Ridge Subdivision to provide public road access to the real estate owned by the parties of the second, third and fourth part, and

WHEREAS, the party of the fifth part will appropriate the area presently occupied by the access easement provided to the real estate owned by the parties of the second, third and fourth part, and

WHEREAS, all parties believe it will be for the mutual benefit of all property owners to have access to public roads, and to abandon the present easement for ingress and egress to their respective parcels upon having access to public roads,

1837866

SHEBOYGAN COUNTY, WI
RECORDED ON
10/16/2007 08:42AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 27.00
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OF PAGES: 9

Recording Area

Name and Return Address
**Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081**

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, the parties agree as follows:

1. The party of the first part as the present owner of the real estate over which the easement for ingress and egress in favor of the parties of the second, third and fourth part runs, and the party of the fifth part (the intended successor in interest of the party of the first part), agree that the public road access as described herein will be afforded to the parties of the second, third and fourth part and that the said parties agree that their easement rights as described in the Certified Survey Maps recorded in Volume Six (6) of Certified Survey Maps on Page 294 and in Volume Six (6) of Certified Survey Maps on Page 295 shall, and the same will be terminated as set forth herein.
2. That the proposed plat of Tumbler Ridge Subdivision is incorporated herein by reference and a copy has been provided to all parties.
3. That when the public road access described in paragraph 1 above, is completed to the point that unobstructed access for ingress and egress is provided over such road(s), that the parties of the second, third and fourth part have access to their respective real estate, easements for the benefit of the parties of the second, third and fourth part shall terminate.
4. That upon providing access as contemplated in paragraph 3 above, the party of the fifth part may occupy and use the area presently occupied by the easements described in paragraph 1 above, pursuant to the Development Plan for Tumbler Ridge Subdivision and the Development Agreement between the City of Plymouth and the party of the fifth part.
5. That the cost of construction of the public road shall be pursuant to the Development Plan between the City of Plymouth and the party of the fifth part and such construction shall be solely at the expense of the party of the fifth part, and no assessments for the construction of the road shall be borne by the parties of the second, third and fourth part.

This agreement shall be binding on the heirs, successors, assigns and personal representatives of the parties hereto.

This Agreement may be executed in counter parts.

**REAL ESTATE OWNED BY LANES END, LLC,
a Wisconsin limited liability company**

Part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) and part of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), all in Section Twenty-Eight (28), Township Fifteen (15) North, Range Twenty-One (21) East, City of Plymouth, Sheboygan County, Wisconsin, described as follows:

Commencing at the North Quarter corner of Section Twenty-Eight (28), Township Fifteen (15) North, Range Twenty-One (21) East; thence South 90° 00' 00" East, One Hundred Nineteen and Ninety-Three Hundredths (119.93') feet to the point of beginning; thence South 90° 00' 00" East, Sixty and Twenty-Seven Hundredths (60.27') feet; thence South 00° 02' 40" West, One Hundred Eighty-Three (183.00') feet; thence North 89° 58' 56" East, Four Hundred Seventy and Thirty-Seven Hundredths (470.37') feet; thence North 00° 13' 07" West, One Hundred Eight-Two and Eighty-Six Hundredths (182.86') feet; thence North 90° 00' 00" East, One Hundred and Eleven Hundredths (100.11') feet; thence South 00° 08' 08" East, Three Hundred Three and Two Hundredths (303.02') feet; thence North 90° 00' 00" East, Two Hundred Twenty-Eight and Eighty-Eight (228.88') feet; thence South 00° 08' 14" West, One Hundred Nine and Eighty-One Hundredths (109.81') feet; thence South 00° 02' 08" East, Ninety-Four and Fifty-Six Hundredths (94.56'); thence North 86° 58' 41" West, One Hundred Ninety and Seven Hundredths (190.07') feet; thence South 00° 00' 19" West, Five Hundred Three and Twelve Hundredths (503.12') feet; thence South 89° 59' 44" East, One Hundred Ninety and Twenty-One Hundredths (190.21') feet; thence South 00° 11' 10" West, Three Hundred Eighteen and Sixty-One Hundredths (318.61') feet; thence North 89° 52' 56" West, One Thousand One Hundred Nineteen and Fifty-Four Hundredths (1,119.54') feet; thence North 47° 06' 45" West, Two Hundred Seventy and Two Hundredths (270.02') feet; thence North 00° 25' 17" East, One Thousand One Hundred Thirty-Three and Eighty-Two Hundredths (1,133.82') feet; thence South 89° 52' 12" East, Ninety-Two and Forty-Nine Hundredths (92.49') feet; thence South 00° 25' 07" West, One Hundred Eighty-Three (183.00') feet; thence South 89° 52' 12" East, Two Hundred Thirty-Eight (238.00') feet; thence South 89° 59' 35" East, One Hundred Twenty-One and Thirteen Hundredths (121.13') feet; thence North 00° 02' 25" East, One Hundred Eighty-Three and One Hundredth (183.01') feet to the point of beginning.

Parcel contains One Million Three Hundred Ninety-Eight Thousand Five Hundred Fifty-Three (1,398,553) square feet/Thirty-Two and Ten Hundredths (32.10) acres.

Subject to easement for ingress and egress as set forth in Certified Survey Map recorded in Volume Six (6) of Certified Survey Maps, page 295, Document Number 1093818 in the office of the Register of Deeds for Sheboygan County, Wisconsin. Also excepting any lands previously conveyed for road purposes or easements of record.

Tax Key Numbers: 59271-822370 and 59016-220860

**REAL ESTATE OWNED BY TERRANCE P. ABLER
AND KAREN A. ABLER, HUSBAND AND WIFE**

Tract 2 of a Certified Survey Map recorded in Volume Six (6) of Certified Survey Maps on Page 295 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, being a part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), Section Twenty-eight (28), Township Fifteen (15) North, Range Twenty-one (21) East, Town of Plymouth, Sheboygan County, Wisconsin.

Tax Key Number: 59016-220856

**REAL ESTATE OWNED BY MICHAEL G. JACQUAT AND
CATHIE L. JACQUAT, AS TRUSTEES OF THE
MICHAEL G. JACQUAT AND CATHIE L. JACQUAT TRUST
DATED APRIL 11, 1996, AS AMENDED**

Tract 1 of a Certified Survey Map recorded in Volume Six (6) of Certified Survey Maps on Page 294 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, being a part of the East One-half (E1/2) of the Northwest Quarter (NW1/4), Section Twenty-eight (28), Township Fifteen (15) North, Range Twenty-one (21) East, Town of Plymouth, Sheboygan County, Wisconsin.

Tax Key Number: 59016-220877

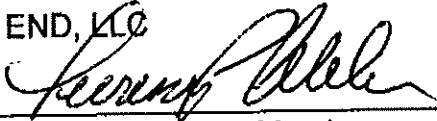
**REAL ESTATE OWNED BY JEFFREY A. GOELZER,
A/K/A JEFFREY GOELZER, LYNN M. GOELZER, A/K/A
LYNN GOELZER AND KAREN A. ABLER**

Tracts 1 and 3 of a Certified Survey Map recorded in Volume Six (6) of Certified Survey Maps on Page 295 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), Section Twenty-eight (28), Township Fifteen (15) North, Range Twenty-one (21) East, Town of Plymouth, Sheboygan County, Wisconsin, and ALSO that part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section Twenty-eight (28), Township Fifteen (15) North, Range Twenty-one (21) East, commencing at the center of said section, thence North 0°-17'-19" East 1317.08 feet to the Northwest (NW) corner of said quarter, thence North 89°-58'-36" East, 988.56 feet, thence South 0°-2'-14" East 1317.67 feet, thence North 89°-59'-18" West 623.05 feet, thence North 16°-29'-22" East 659.21 feet, thence North 47°-14'-32" West 400 feet, thence South 42°-45'-28" West 84.22 feet, thence South 0°-17'-19" West 841.80 feet, thence North 89°-59'-18" West 205 feet to the point of beginning.

Tax Key Number: 59016-220850

Dated this 3rd day of August, 2007.

LANES END, LLC

By: 
Terrance P. Abler, Member

By: 
Karen A. Abler, Member

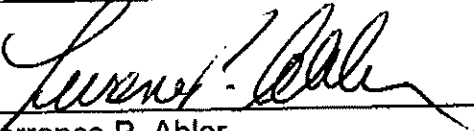
AUTHENTICATION

Signatures Terrance P. Abler and
Karen A. Abler, Members

Authenticated this 27th day of
September, 2007.


John N. Gunderson
TITLE: MEMBER STATE BAR OF WISCONSIN

Dated this 3rd day of August, 2007.



Terrance P. Abler



Karen A. Abler

AUTHENTICATION

Signatures Terrance P. Abler and
Karen A. Abler

Authenticated this 27th day of
September, 2007.



John N. Gunderson
TITLE: MEMBER STATE BAR OF WISCONSIN

Dated this 27th day of July, 2007.

MICHAEL G. JACQUAT AND CATHIE L.
JACQUAT TRUST DATED APRIL 11, 1996
AS AMENDED

By: Michael G. Jacquat
Michael G. Jacquat, Trustee

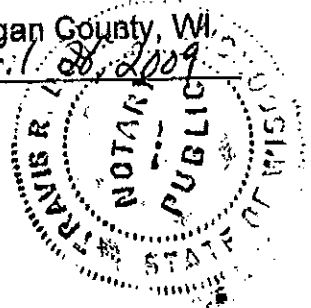
By: Cathie L. Jacquat
Cathie L. Jacquat Trustee

STATE OF WISCONSIN)
 :SS
SHEBOYGAN COUNTY)

Personally came before me this 27th day of July, 2007, the
above named Michael G. Jacquat and Cathie L. Jacquat, to me known to be the
persons who executed the foregoing instrument and acknowledged the same.

Travis R. Downs

Notary Public, Sheboygan County, WI
My Commission: April 28, 2009
Expires



Dated this 3rd day of August, 2007.

Jeffrey A. Goelzer
Jeffrey A. Goelzer

Lynn M. Goelzer
Lynn M. Goelzer

Karen A. Abler
Karen A. Abler

STATE OF WISCONSIN)
 :ss
SHEBOYGAN COUNTY)

Personally came before me this 3rd day of August, 2007, the above named Jeffrey A. Goelzer and Lynn M. Goelzer, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

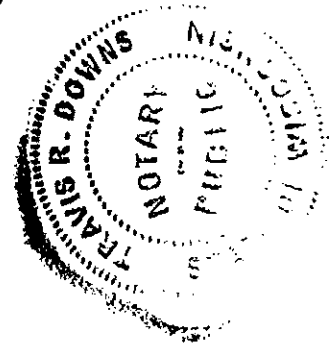
Travis R. Downs

Notary Public, Sheboygan County, WI
My Commission: April 26, 2009

AUTHENTICATION

Signature Karen A. Abler
Authenticated this 27th day of September, 2007.

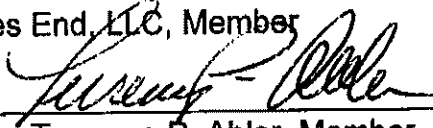
John N. Gunderson
* John N. Gunderson
TITLE: MEMBER STATE BAR OF WISCONSIN

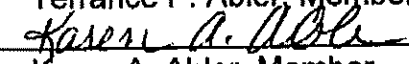


Dated this 27th day of September, 2007.

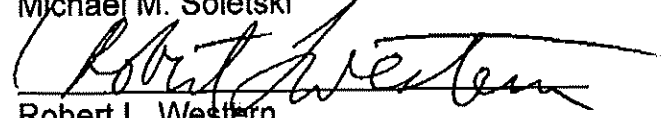
UNDERWOOD DEVELOPMENT, LLC,
a Wisconsin limited liability company

Lanes End, LLC, Member

By: 
Terrance P. Abler, Member

By: 
Karen A. Abler, Member


Michael M. Soletski


Robert L. Western

AUTHENTICATION

Signatures Terrance P. Abler and
Karen A. Abler, Members

Authenticated this 27th day of
September, 2007.


John N. Gunderson
TITLE: MEMBER STATE BAR OF WISCONSIN

AUTHENTICATION

Signatures Michael M. Soletski
and Robert L. Western

Authenticated this 27th day of
September, 2007.


* John N. Gunderson
TITLE: MEMBER STATE BAR OF WISCONSIN

This Document Drafted By:
John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081
Telephone: (920) 458-3701
Facsimile: (920) 459-2725

1837868

SHEBOYGAN COUNTY, WI
RECORDED ON
10/16/2007 08:42AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 19.00
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STAFF ID 6
TRANS # 105961
OF PAGES: 5

AGREEMENT

THIS AGREEMENT made this 21st day of September, 2007 by and between UNDERWOOD DEVELOPMENT, LLC, a Wisconsin limited liability company, hereinafter referred to as party of the first part and JAMES P. FLANAGAN and CYNTHIA M. FLANAGAN, husband and wife, parties of the second part.

WHEREAS, the party of the first part has submitted a preliminary plat to the City of Plymouth for a development known as TUMBLER RIDGE; and

WHEREAS, the preliminary plat of TUMBLER RIDGE has been approved by the City of Plymouth subject to the approval of a Developer's Agreement; and

WHEREAS, the parties of the second part are owners of a parcel of real estate adjacent to the real estate owned by UNDERWOOD DEVELOPMENT, LLC, which is more particularly described as:

Part of the West Three-eighths of the North Half of the Northeast Quarter of Section 28, Township 15 North, Range 21 East containing 2.18 acres and being described as follows: Commencing at the Southeast Corner of the West Three-eighths of the North Half of the Northeast Quarter of said Section, thence North along the East line of said West Three-eighths 317.06 feet to the point of beginning, thence continuing North 493.12 feet, thence North 86°-59' West 190.26 feet, thence South 503.12 feet, thence East 190.00 feet to the point of beginning, City of Plymouth, Sheboygan County, Wisconsin.

WHEREAS, the development of the real estate owned by both parties will be benefitted by the joint development of both parcels.

NOW THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration and the agreements made herein, the parties agree as follows:

1. The party of the first part is about to become the owner of the real estate described herein on Exhibit A, which in turn will become Tumbler Ridge, a subdivision in the City of Plymouth, Sheboygan County, Wisconsin.
2. The parties of the second part agree to surrender their easement rights as set forth in Volume 468 of Records on Pages 361/2 as Document No. 876764 in the Office of the Register of Deeds for Sheboygan County, Wisconsin.

Recording Area

Name and Return Address

Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081

3. That the real estate owned by the parties of the second part shall be divided by the parties of the second part into four (4) residential lots with access to Tumbler-Ridge Way, to be a dedicated public street upon approval of the final plat of Tumbler Ridge by the City of Plymouth.
4. That the party of the first part, subject to the requirements of the Development Agreement with the City of Plymouth, shall install sanitary sewer lines, water mains, storm sewer, curb and gutter and street construction, including paving which will abut and serve the real estate owned by the parties of the second part. The initial expense and payment for this infrastructure shall be paid by the parties of the first part. The costs of this infrastructure shall be apportioned to the four (4) lots to be developed by the parties of the second part and shall be charged prorata as to the lots being developed by the party of the first part in Tumbler Ridge Subdivision. These costs shall be deferred (without interest) until each lot is sold. If the Development Plan calls for the installation of public sidewalks, they shall be treated in the same way as the other infrastructure items as set forth in paragraph.
5. The parties of the second part shall pay for the cost to extend laterals for sanitary sewer, storm sewer, water lateral and water service to the lot line at a cost not to exceed Seven Thousand Eight Hundred Eighty and no/100ths (\$7,880.00) Dollars for all four (4) lots. If the actual cost for the installation of these laterals is less, the parties of the second part shall pay the lesser sum for these laterals. The installation of the laterals contemplated in this paragraph shall be consistent with the installation of laterals throughout the Tumbler Ridge Subdivision by the party of the first part.
6. An Abstract of this Agreement extinguishing the easement rights referenced hereinabove, shall be recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin.
7. Notwithstanding anything to the contrary contained herein, this Agreement shall be effective upon the approval of the final plat of Tumbler Ridge Subdivision and the Development Agreement for the Subdivision by the City of Plymouth.
8. This Agreement shall be binding and inure to the benefit of the parties hereto, their heirs, successors and assigns.

UNDERWOOD DEVELOPMENT, LLC

By: Michael M. Soletski
Michael M. Soletski, Member

By: Robert L. Western
Robert L. Western, Member

AUTHENTICATION

Signatures Michael M. Soletski
and Robert L. Western

Authenticated this 21st day of
September, 2007

John N. Gunderson
TITLE: MEMBER STATE BAR OF WISCONSIN

LANES END, LLC, Member

By: Terrance P. Abler
Terrance P. Abler, Member

By: Karen A. Abler
Karen A. Abler, Member

AUTHENTICATION

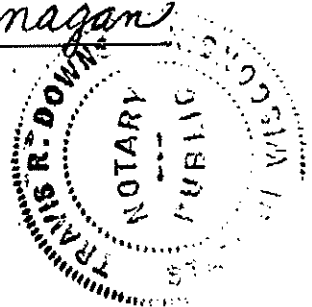
Signatures Terrance P. Abler
and Karen A. Abler

Authenticated this 21st day of
September, 2007

John N. Gunderson
TITLE: MEMBER STATE BAR OF WISCONSIN

James P. Flanagan
James P. Flanagan

Cynthia M. Flanagan
Cynthia M. Flanagan



STATE OF WISCONSIN)
 : ss
SHEBOYGAN COUNTY)

Personally came before me this 2nd day of September, 2007, the
above named James P. Flanagan and Cynthia M. Flanagan, to me known to be the
persons who executed the foregoing instrument and acknowledged the same.

Travis R. Downs

Notary Public, Sheboygan County, WI
My Commission: April 26, 2009

THIS DOCUMENT DRAFTED BY:
Attorney John N. Gunderson
OLSEN, KLOET, GUNDERSON & CONWAY
602 North 6th Street
Sheboygan, WI 53081
Telephone: 920-458-3701
Facsimile: 920-459-2725
jnglunderwood.agreement

LEGAL DESCRIPTION:

PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), SECTION TWENTY-EIGHT (28), TOWN FIFTEEN (15) NORTH, RANGE TWENTY-ONE (21) EAST, COMMENCING NORTH 88°-14'-11" EAST 119.93 FEET FROM THE NORTH QUARTER POST, THENCE NORTH 88°-14'-11" EAST 60.27 FEET, THENCE SOUTH 1°-43'-09" EAST 183 FEET, THENCE NORTH 88°-13'-07" EAST 470.37 FEET, THENCE NORTH 1°-58'-56" WEST 182.88 FEET, THENCE NORTH 88°-14'-11" EAST 100.11 FEET, THENCE SOUTH 1°-53'-57" EAST 303.02 FEET, THENCE NORTH 88°-14'-11" EAST 228.88 FEET, THENCE SOUTH 1°-37'-35" EAST 109.81 FEET TO THE SOUTHWEST CORNER OF SUNRISE TERRACE SUBDIVISION, THENCE SOUTH 1°-47'-57" EAST 94.56 FEET, THENCE NORTH 88°-44'-30" WEST 190.07 FEET, THENCE SOUTH 1°-45'-30" EAST 503.12 FEET, THENCE NORTH 88°-14'-27" EAST 190.21 FEET, THENCE SOUTH 1°-34'-39" EAST 318.61 FEET, THENCE SOUTH 88°-21'-20" WEST 988.16 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4), NORTHERLY TO A POINT 183 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER, THENCE NORTH 88°-14'-36" EAST 121.13 FEET, THENCE NORTH 1°-43'-09" WEST 183 FEET TO BEGINNING.

PART OF THE EAST ONE-HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4), SECTION TWENTY-EIGHT (28), TOWN FIFTEEN (15) NORTH, RANGE TWENTY-ONE (21) EAST, COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4), THENCE SOUTH 1°-20'-42" EAST 1317.08 FEET, THENCE SOUTH 88°22'-41" WEST 330.63 FEET, THENCE NORTH 1°-20'-32" WEST 2634.1 FEET TO THE NORTH LINE OF SECTION TWENTY-EIGHT (28), THENCE NORTH 88°-21'-59" EAST 92.49 FEET, THENCE SOUTH 1°-20'-42" EAST 183 FEET, THENCE NORTH 88°-21'-59" EAST 238 FEET TO THE NORTH AND SOUTH QUARTER LINE, THENCE SOUTH TO BEGINNING, EXCEPT COMMENCING AT THE CENTER OF SECTION TWENTY-EIGHT (28), THENCE NORTH 89°-59'-18" WEST 330.63 FEET, THENCE NORTH 0°-17'-30" EAST 1500.28 FEET, THENCE SOUTH 47°-14'-32" EAST 270.02 FEET, THENCE NORTH 89°-58'-36" EAST 71.37 FEET, THENCE SOUTH 0°-17'-19" WEST 168.74 FEET, THENCE SOUTH 47°-14'-32" EAST 81.34 FEET, THENCE SOUTH 0°-17'-19" WEST 1093.09 FEET TO BEGINNING.

SUBJECT TO EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN CERTIFIED SURVEY MAP RECORDED IN VOLUME SIX (6) OF CERTIFIED SURVEY MAPS, PAGE 295, DOCUMENT NO. 1093818 IN THE OFFICE OF THE REGISTER OF DEEDS, SHEBOYGAN COUNTY, WISCONSIN.

THE ABOVE DESCRIBED REAL ESTATE IS LOCATED IN THE TOWN OF PLYMOUTH, AND THE CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.

Wandendtounderwood.addendum

EXHIBIT

A



8 4 0 6 2 2 4
Tx:4124100

**FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT FOR
TUMBLER RIDGE SUBDIVISION**

Document Number

2031255
SHEBOYGAN COUNTY, WI
RECORDED ON
11/30/2016 3:51 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 6
PAGES: 3

This First Amendment to Development Agreement for Tumbler Ridge Subdivision (the "First Amendment") entered into by and between **UNDERWOOD DEVELOPMENT, LLC**, a Wisconsin limited liability company, (the "Developer"), **LANES END, LLC**, a Wisconsin limited liability company, and the **CITY OF PLYMOUTH**, a municipal corporation of Sheboygan County, Wisconsin (the "City").

RECITALS

WHEREAS, Developer, as Purchaser, and Lanes End, LLC, as Vendor, entered into a Land Contract recorded in the Sheboygan County Register of Deeds as Document No. 1837867, on October 16, 2007, for the Tumbler Ridge Subdivision; and

Name and Return Address
Attorney Crystal H. Fleber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 110
Sheboygan, WI 53081

WHEREAS, the City, the Developer, and Lanes End, LLC, entered into a Development Agreement dated April 8, 2008, recorded in the Sheboygan County Register of Deeds as Document No. 1862475, on October 14, 2008, (the "Development Agreement") to develop the Tumbler Ridge Subdivision within the City of Plymouth, Sheboygan County, Wisconsin affecting the following described premises:

All lots in Tumbler Ridge Subdivision, City of Plymouth, Sheboygan County, Wisconsin; and

WHEREAS, the parties to the Development Agreement now seek to modify the Development Agreement to remove the letter of credit requirement.

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and are an enforceable part of this Agreement.

2. Removal of Letter of Credit Requirement. Section III, A. of the Development Agreement is removed in its entirety, thereby eliminating the requirement of Developer to provide to the City an irrevocable letter of credit.

3. Development Agreement Ratified. All other terms of the Development Agreement dated April 8, 2008, including the City's ability to impose special assessments under Section III, B are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, the City, Developer, and Lanes End, LLC, have executed this First Amendment as of the year and date listed below.

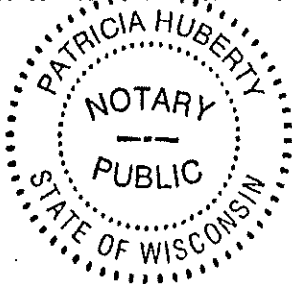
*[The rest of this page intentionally left blank;
signatures appear on the following page.]*

DEVELOPER:
UNDERWOOD DEVELOPMENT, LLC

By: *Terrence P. Abler*
Terrence P. Abler, Managing Member

STATE OF WISCONSIN)
)ss.
SHEBOYGAN COUNTY)

Personally came before me on this 29th day of November, 2016, the above-named **Terrence P. Abler** to me known to be the person who executed the foregoing instrument and acknowledged the same.



Patricia Huberty
Print Name: Patricia Huberty
Notary Public, State of Wisconsin
My Commission: 10-18-19

Accepted by the Common Council of the City of Plymouth on this 29th day of November, 2016.

CITY:
CITY OF PLYMOUTH

By: *Donald O. Pohlman*
Donald O. Pohlman, Mayor

By: *Patricia Huberty*
Patricia Huberty, Clerk

STATE OF WISCONSIN)
)ss.
SHEBOYGAN COUNTY)

Personally came before me on this 29th day of November, 2016, the above-named **Donald O. Pohlman** and **Patricia Huberty** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Leah M. Federwisch
Print Name: Leah M. Federwisch
Notary Public, State of Wisconsin
My Commission: 5.8.2017

LANES END, LDC

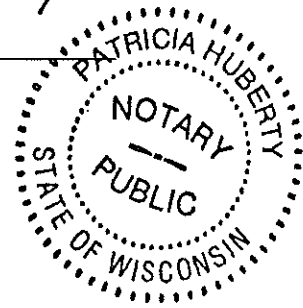
By: *Terrence P. Abler*
Terrence P. Abler, Member

By: *Karen A. Abler*
Karen A. Abler, Member

STATE OF WISCONSIN)
)ss.
SHEBOYGAN COUNTY)

Personally came before me on this 29th day of November, 2016, the above-named **Terrence P. Abler** and **Karen A. Abler** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Patricia Huberty
Print Name: Patricia Huberty
Notary Public, State of Wisconsin
My Commission: 10-18-19



This Instrument Drafted By:
Attorney Crystal H. Fieber
HOPP NEUMANN HUMKE LLP
2124 Kohler Memorial Drive, Suite 110
Sheboygan, WI 53081
T: (920) 457-8400

R:\CLIENT\10745\00001\00095965.DOC

FOR EXHIBIT SEE VOL. 15

P. 268/69 Doc # 1858148
RESTRICTIVE COVENANTS

Document Number

1858149

SHEBOYGAN COUNTY, WI
RECORDED ON
08/01/2008 08:47AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 17.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 5
TRANS # 118673
OF PAGES: 4

THIS DECLARATION, made this 1st day of August
2008, by Underwood Development, LLC, hereinafter called
"Developer".

WITNESSETH

WHEREAS, Developer is the owner of the real property in the City of
Plymouth, Sheboygan County, Wisconsin, described as follows:

Lots One (1) through Forty-Two (42) inclusive, Tumbler Ridge, City
of Plymouth, Sheboygan County, according to the recorded plat
thereof.

And

WHEREAS, Developer desires to provide for the preservation and
enhancement of the property values, amenities, environment and
opportunities in Tumbler Ridge and to this end and in order to ensure
the best use of the land and most appropriate ecological development
and to prevent the erection of unsightly, poorly designed or
constructed improvements, desire to subject said real property to the
covenants and restrictions hereinafter set forth, each and all of which

Return to:

Underwood Development, LLC
3225 Finger Road, Suite C
Green Bay, WI 54311

Parcel Identification Number

NOW, THEREFORE, Developer declares that the real property of Tumbler Ridge is and shall be held, transferred, sold,
conveyed, and occupied subject to the covenants and restrictions hereinafter set forth.

Article I

Architectural and Aesthetic Control

- 1.1 Architectural and Aesthetic Control Committee: The administration of these covenants and restrictions, the authority to grant approval hereunder and the discretionary powers granted in this Declaration shall be vested in the Tumbler Ridge Architectural and Aesthetic Control Committee (hereinafter the "Committee").
- 1.2 Committee Purpose: The committee shall have the authority to enforce the terms and provisions of this Declaration and to regulate the exterior design, appearance, use, location, and maintenance of the Property and of improvements thereon in accordance with the terms and provisions of this Declaration, and in such a manner as to preserve and enhance values and to maintain harmonious relationship among structures and the natural vegetation and topography.
- 1.3 Committee Composition, Terms and Elections: The Committee shall be composed of three members. The initial members shall be appointed by the Developer of Tumbler Ridge. Vacancies of one or more of the initial members prior to the owners' right to elect replacement, as specified herein, shall be filled by the Developer.

After all of the lots of Tumbler Ridge have been sold by the Developer, control of the Committee shall transfer to the owners of the lots, who shall have the right to elect three (3) new members of the Committee. Excepting for the initial members (who hold office until the first election following the sale of all of the lots), members of the Committee shall hold office for three (3) years and until their successor is elected. The members of the committee shall have no personal liability by reason of their acts as such members.

To accomplish any elections hereunder, the Committee shall solicit nominees from the owners. Any position on the Committee shall be elected from the nominees by a majority vote of all the owners. Vacancies will be filled by similar elections for new terms of three (3) years.

In the election of members of the Committee and in effecting an amendment or taking other actions under this Declaration, each lot of the original final plat shall represent one vote only, regardless of the number of lots owned by one person, party or entity.

Except where otherwise provided in this Declaration, a majority vote shall be sufficient at any meeting to approve or disapprove of any matter before the Committee.

- 1.4 Committee Approval: No building shall be erected, placed, or altered (pertaining to external alterations or additions) until the Committee therefore has approved the complete plans, including elevations, specifications, and a site plan. In seeking Committee approval, no less than three sets of any complete plans, specifications and site plan shall be submitted, one set to each of the Committee members. A response address shall be submitted with the application. The committee's approval or disapproval shall be based upon consideration of the quality of materials and harmony of external design with the site and existing structures, and compliance with provisions of this Declaration.

The committee's approval or disapproval of plans submitted to it shall be in writing. If the Committee fails to approve or disapprove within twenty-one (21) days any plans submitted to it, they shall be deemed to have been approved.

Article II

Use of Property

2.1 Lot Use: All lots shall be used for residential purposes only, and no lot shall be occupied by more than one single family dwelling unit of not more than two stories (split-level may be three levels) together with all buildings and structures compatible with residential use, e.g. a gazebo. The only variation from this use of property will be a condominium. The Committee shall have final authority to determine that any structure is not compatible with single-family residential use.

No trailer, camper, basement, tent, shack, garage, or any other type of temporary out-building shall be at any time used as a residence either temporary or permanent.

2.2 Restrictions on Further Subdivisions: No lot shall be further subdivided so as to form additional building lots within the platted area of Tumbler Ridge. Two or more adjoining lots or a whole lot and portion of an adjoining lot may be consolidated as one lot.

2.3 Dwelling Size & Set Back: All building designs shall meet certain criteria and be submitted to the Committee for approval. Each lot within the subdivision has a minimum square footage and setback requirement for that lot. The square footage is exclusive of garages, breezeways, basements, open porches, or covered patios. Split-level square footage is a total square footage only and the same as the two story total square footage. All dwellings to have a basement and a foundation to below the frost line.

Minimum square footage is as follows:

| Lot Numbers | One Story | 2-Story 1 st Floor | 2-Story Total |
|-------------|-----------|-------------------------------|---------------|
| 1- 42 | 1,900 | 1,200 | 2,300 |

No dwelling shall be built on any lot that does not have a minimum of a two (2)-car side load attached garage. The dwelling shall be designed and located to compliment natural surroundings. The Committee shall have sole discretion to determine which dwelling size requirement applies to a proposed dwelling and whether those requirements have been met.

All setbacks are per plat, zoning, city and/or county ordinance. Each property owner is responsible for maintaining all surveyed markers.

2.4 Storage: No recreational vehicle, bus, trailer, boat, unlicensed or inoperable automobile, machinery, construction material (other than during construction or remodeling of a dwelling) or any other debris, junk or unsightly material shall be stored, kept, or maintained on any lot of Tumbler Ridge other than in the dwelling or the residential garage. A recreational vehicle, boat, trailer, snowmobile, or similar recreation item may be kept on the property for temporary periods incidental to their usage.

2.5 Exterior Building and Site Improvements: All front elevations shall strive for a minimum of 25% brick, stone, masonry type product, or dryvit/stucco, exclusive of door and window area with area of coverage approved at the sole discretion of the committee.

Roofs must have a minimum 6/12 pitch, with a minimum 12" main and gable overhang.

No fence or wall is allowed unless it is an integral part of the dwelling, or is a zoning or code required pool enclosure, and is approved by the committee.

Pools are allowed only if they are in ground, or integrated into a deck system attached to the dwelling, with the entire pool recessed below the floor decking. Pool fencing shall be the minimum height required by zoning or code, and shall be not more than 3' from the boundary of the finished pool deck area, or in the case of decking, attached to the deck area.

Trash containers, or outside air conditioning units shall be screened from view with berms, or shrubs. All lots must be kept clear and free from trash and other materials. Care should be taken to maintain a pleasant overall look to the subdivision.

Exterior lighting shall be located so that they are not excessively offensive to a neighboring party.

Satellite dishes under two (2) feet in diameter mounted on the rear half of the home are allowed. If the satellite dish is over two (2) feet in diameter, written permission from the Committee is required, at the sole discretion of the Committee. All antennas must be mounted in the attic of building.

Solar heating panels on the home or in the yard are permitted but only with prior approval of design by the developer.

2.6 Signs: Professional signs shall not be displayed on residential properties except for one builders sign at initial construction and one sign for advertising the property for sale, with signs to be not larger than ten (10) square feet. The developer is allowed subdivision signage and may erect a permanent monument sign identifying the subdivision.

2.7 Accessory Building: Nor more than one (1) accessory building, of not more than 168 square feet, will be allowed per lot. Design, construction and placement of such accessory building must be approved by the committee, and built with a minimum 6/12 roof pitch and of similar materials as the home. No accessory building may be constructed until the residential dwelling is constructed on the lot. A gazebo does not count as an accessory building. No exterior animal enclosures are allowed, and not accessory building may be used as one. No steel sheds or pole buildings are permitted. All wires, cables or conduits providing electrical, cable or other service to any dwelling or out building or from dwelling to out building, shall be placed underground.

- 2.8 **Mobile Homes:** Mobile home or manufactured housing, whether temporary or permanent and regardless of appurtenances constructed or attached thereto, shall not be permitted on any lot. The Committee shall make the final determination whether a structure is a mobile home or manufactured housing and such decision shall be based upon an understanding that a structure that at any time was a mobile home shall at all subsequent times be considered mobile.
- 2.9 **Noxious Activities and Firearms:** No noxious or offensive activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any lot. Use of firearms of any kind is prohibited on any lot or in any structure within the Property.
- 2.10 **Animals:** Dogs, cats or other household pets may be kept on the owners parcel in accordance with the ordinances, all of which must be contained by leash, or by buried "invisible" type pet fences. No sheep, goats, swine, horses or other cattle shall be kept or stabled, and no pets shall be bred, raised or otherwise dealt with as a hobby or for commercial purposes on any lot.

Article III

General Provisions

- 3.1 **Incinerators:** Outside incinerators are not permitted on any lot.
- 3.2 **Off-Street Parking:** No dwelling shall be built on any lot without provision for off-street parking for a minimum of two (2) cars, exclusive of garage parking.
- 3.3 **Construction Timing:** Residential dwelling construction must begin within twelve (12) months of the purchase of the lot. No house shall remain unfinished on the exterior for more than six (6) months.
- 3.4 **Landscaping:** All landscaping must be completed within one year of the occupancy of a dwelling for residential purposes. All sold lots must be maintained (i.e. grass cut, weeds controlled), if the lots on both sides have completed landscaping.
- 3.5 **Duration of Covenants and Restrictions:** The covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of thirty (30) years from the date this Declaration is recorded, after which time the restrictions (covenants) shall be automatically renewed for successive periods of ten (10) years provided amendment has not been made as specified by paragraph 3.8 of this Article.
- 3.6 **Enforcement:** The Developer or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy.
- 3.7 **Zoning:** This document is not intended to expand any zoning ordinances presently existing or adopted at any future date by the City of Plymouth, or other applicable agency. In the event of a conflict between these restrictions and a zoning ordinance, the more restrictive of the two shall apply.
- 3.8 **Severability:** Invalidation of any one of these covenants or restrictions by judgment, court order, or change of law shall in no way affect any other provision, which shall remain in full force and effect.
- 3.9 **Amendment:** After the Developer has sold all of the lots in the subdivision, this Declaration may be amended, in whole or in part, at any time by a written instrument, executed so as to be recordable by owners of not less than 75% of the lots subject to this Declaration.
- 3.10 **Acceptance and Cost of Enforcement:** Each owner, by accepting an interest in any lot, hereby and thereby agrees to be bound by all the conditions, limitations, reservations, and restrictions contained herein, and in the event of a breach agree to pay all costs, including reasonable attorney fees, for the enforcement of these covenants and restrictions.

Dated this 10 day of July, 2008.

UNDERWOOD DEVELOPMENT, LLC

By: Michael M. Soletski
Michael M. Soletski, Managing Member

ACKNOWLEDGEMENT

State of Wisconsin }
County of Brown } SS.

Personally came before me this 10th day of July, 2008, the above named Michael M. Soletski, to be known to be the person who executed the foregoing instrument and acknowledged the same.



Diana M Burdosh
Signature
DIANA M BURDOSH
Print Name

Notary Public, State of Wisconsin
My Commission Expires: March 25, 2012

Drafted by:
Soletski Surveying, LLC
Michael M. Soletski
3225 Finger Road, Suite C
Green Bay, WI 54311

1894470

SHEBOYGAN COUNTY, WI
RECORDED ON
01/12/2010 04:14PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 15.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 4
TRANS # 144324
OF PAGES: 3

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT made this 31st day of December, 2009 by UNDERWOOD DEVELOPMENT, LLC, hereinafter referred to as DEVELOPER and DARREN H. MUNSON and CYNTHIA A. MUNSON, husband and wife, hereinafter referred to as MUNSON.

WITNESSETH

Whereas, Developer is the owner of the real estate in the City of Plymouth, Sheboygan County, Wisconsin, described as follows:

Lots One (1) through Eight (8), inclusive, and Ten (10) through Forty-two (42), inclusive, Tumbler Ridge, City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof.

And

Whereas, Munson is the owner of the real estate located in the City of Plymouth, Sheboygan County, Wisconsin described as follows:

Lot Nine (9), Tumbler Ridge, City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof.

And

Whereas, Developer previously made and filed Restrictive Covenants dated August 1, 2008 and recorded August 1, 2008 as Document Number 1858149 in the office of the Register of Deeds for Sheboygan County, Wisconsin; and

Whereas, Developer and Munson desire to amend said Restrictive Covenants.

NOW THEREFORE, Developer and Munson declare that the real property of Tumbler Ridge is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth below:

Article II, Section 2.3 is deleted and shall henceforth read as follows:

Recording Area

Name and Return Address

Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081

2.3 Dwelling Size & Set Back: All building designs shall meet certain criteria and be submitted to the Committee for approval. Each lot within the subdivision has a minimum square footage and setback requirement for that lot. The square footage is exclusive of garages, breezeways, basements, open porches, or covered patios. Split-level square footage is a total square footage only and the same as the two story total square footage. All dwellings to have a basement or a foundation to below the frost line.

Minimum square footage is as follows:

| | | | |
|------------------|------------------|-------------------------------------|----------------------|
| (1) | <u>One Story</u> | <u>2-Story 1st Floor</u> | <u>2-Story Total</u> |
| Lot Numbers 3-11 | 1,900 | 1,200 | 2,300 |

No dwelling described in this subparagraph shall be built on any lot that does not have a minimum of a two (2)-car side load attached garage. The dwelling shall be designed and located to compliment natural surroundings. The Committee shall have sole discretion to determine which dwelling size requirement applies to a proposed dwelling and whether those requirements have been met.

| | | | |
|--------------------------------|------------------|-------------------------------------|----------------------|
| (2) | <u>One Story</u> | <u>2-Story 1st Floor</u> | <u>2-Story Total</u> |
| Lot Numbers 1, 2, and 12-42 | 1,700 | 1,100 | 2,100 |

No dwelling described in this subparagraph shall be built on any lot that does not have a minimum of a two (2)-car attached garage. The dwelling shall be designed and located to compliment natural surroundings. The Committee shall have sole discretion to determine which dwelling size requirement applies to a proposed dwelling and whether those requirements have been met.

(3) All setbacks are per plat, zoning, city and/or county ordinance. Each property owner is responsible for maintaining all surveyed markers.

Dated this 11th day of JANUARY, ²⁰¹⁰2009.

UNDERWOOD DEVELOPMENT, LLC

By: Michael M. Soletski
Michael M. Soletski,
Managing Member

DEVELOPMENT AGREEMENT

1862475

SHEBOYGAN COUNTY, WI
RECORDED ON
10/14/2008 02:04PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 27.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 2
TRANS # 122097
OF PAGES: 9

This Agreement is made this 8TH day of April, 2008, by and between Underwood Development, LLC, a Wisconsin limited liability company, (the "Developer"), Lanes End, LLC, a Wisconsin limited liability company, and the City of Plymouth, a municipal corporation of Sheboygan County, Wisconsin (the "City").

WHEREAS, the Developer is the Land Contract purchaser of Tumbler Ridge (the "subdivision"), and Lanes End, LLC is the Vendor under a Land Contract between Lanes End, LLC and Underwood Development, LLC. Tumbler Ridge is a proposed subdivision within the meaning of the City of Plymouth Municipal Code, and located within the City of Plymouth, Sheboygan County, Wisconsin; and,

WHEREAS, the premises affected by this Development Agreement is described as follows:

All lots in Tumbler Ridge Subdivision, City of Plymouth, Sheboygan County, Wisconsin

Name and Return Address

Patricia Huberty, Clerk
City of Plymouth
P O Box 107
Plymouth, WI 53073-107

WHEREAS, the Plymouth Plan Commission has recommended to the Common Council that the final plat of said subdivision be approved on the condition that the Developer enter into an Agreement with the City relative to the manner and method by which said subdivision will be developed in accordance applicable provisions of the Plymouth Municipal Code;

NOW, THEREFORE, in consideration of the approval by the Common Council of the City of Plymouth of the final plat of said subdivision prior to the completion and installation of all required improvements, it is agreed as follows:

SECTION I. IMPROVEMENTS

A. Streets

1. The streets depicted on the final plat of said subdivision Plan shall be constructed by the Developer as shown on the in accordance with the design plans prepared by Joel R. Van Ess, Professional Engineer (the "engineer"), and as approved by the Director of Public Works, and now on file therewith.
2. The Developer shall, within one (1) year from the date of recording of the final plat, complete construction of all streets as to gravel base coarse and asphalt layers in accordance with the standard specifications of the City, and the installation of bituminous asphalt layers on all streets, concrete curb and gutter, concrete sidewalks, topsoil and seeding, and all other improvements required by the Subdivision Regulations of the City of Plymouth.
3. The Developer shall erect a barricade at the end of any undeveloped street sections in order to prohibit vehicular access to the remaining lands owned by the Developer.

B. Sanitary Sewer

1. The Developer shall furnish, construct and install a sanitary sewer main in accordance with the design plans prepared by the engineer and as approved by the Director of Public Works and/or Plymouth Utilities Manager, and now on file therewith.
2. Sanitary sewer service laterals shall be installed to serve each lot in the subdivision.
3. All sanitary sewer main and lateral construction shall be done in accordance with standard specifications of the City and shall be completed prior to the application of the gravel base course.

C. Water Distribution

1. The Developer shall furnish, construct and install water main in accordance with the design plans prepared by the engineer and as approved by the Director of Public Works and/or Plymouth Utilities Manager, and now on file therewith.
2. Water Service laterals shall be installed to serve each lot in the subdivision.
3. All water main and service lateral construction shall be done in accordance with standard specifications of the City and shall be completed prior to the application of the gravel base course.

D. Storm Sewer

1. The Developer shall furnish, construct and install storm sewers in accordance with the design plans prepared by the engineer and as approved by the Director of Public Works, and now on file therewith.
2. All storm sewer construction shall be done in accordance with standard specifications of the City and shall be completed prior to the application of the gravel base course.
3. Maintenance of any required retention or detention ponds shall be the responsibility of the owner of the land upon which the same is located, unless the same shall be conveyed to the City of Plymouth. In the event such owner shall fail to properly maintain such ponds within twenty (20) working days of receiving a violation notice from the City of Plymouth, the City of Plymouth is authorized to enter upon that portion of the property on which said ponds are located and cause such maintenance thereof as the City shall deem necessary and proper, with the cost of such maintenance to be assessed against that portion of the property benefitting from such pond pursuant to statute. An easement will be granted to the City of Plymouth to enter upon such lands for the purpose of performing such maintenance. In the event any portion of the property subject to this agreement is conveyed, this obligation shall be a covenant running with the land. This provision shall be specifically and clearly displayed on the face of any plat upon which detention ponds are required or provided as follows:

Maintenance of the detention ponds shall be the responsibility of the owner(s) of the land upon which the same is located in accordance with PMC § 14-1-74(g)(2). In the event such owner(s) shall fail to properly maintain such ponds within twenty (20) working days of receiving a violation notice from the City of Plymouth, the City of Plymouth is authorized to enter upon that portion of the property on which said ponds are located and cause such maintenance thereof as the City shall deem necessary and proper, with the cost of such maintenance to be assessed against that portion of the property benefitting from such pond. An easement is hereby granted to the City of Plymouth to enter upon such lands for the purpose of performing such maintenance. In the event any portion of the Property subject to this agreement is conveyed, this obligation shall be a covenant running with the land.

E. Two-Family Dwelling Structures

Two-family structures constructed on corner lots where permitted by appropriate zoning shall front on and have driveway access to one each of the intersecting streets, unless otherwise approved by the Plan Commission.

F. Alternative for Bituminous Layers, Curb and Gutter, Sidewalks, Top Soil and Seeding

1. As an alternative to the required construction of the below indicated improvements, the Developer, for himself, his heirs and assigns, does hereby consent to the levy of a special assessment as to each lot in the subdivision in an amount equal to the estimated cost, as determined by the Director of Public Works, for the installation of bituminous asphalt layers upon all streets of the subdivision, concrete curb and gutter, concrete sidewalks, topsoil and seeding, and estimated engineering costs in an amount of ten percent. Such special assessment shall be fully due and payable, and shall be paid by the developer to the City upon the sale of each lot, or prior to issuance of any building permit as to such lot, whichever shall occur first, but not later than that date upon which 75% of all lots in the subdivision are sold and/or developed. Assessments shall bear interest at a rate determined by the Common Council. Developer hereby stipulates that a Final Resolution levying such special assessments may be adopted by the Common Council contemporaneous with the approval of the Final Plat of the subdivision, and that he shall not in any manner, or at any time contest any such assessments made against any of the lots of the subdivision thereby. A schedule of such assessments as estimated by the Director of Public Works is attached hereto and incorporated herein.

2. The Director of Public Works shall make an estimate of the total cost of installation of such improvements within the subdivision or phase thereof for which the final plat shall have been approved, together with engineering and other applicable costs, in accordance with standards as approved by the Common Council.
3. The estimated cost of concrete curb and gutter, sidewalk, and topsoil and seeding, together with estimated engineering costs of ten percent, shall be apportioned to each lot on a footage basis. The estimated cost of bituminous asphalt layers for all streets within the subdivision (or phase thereof) shall be divided equally among the total number of the lots shown on the proposed final plat.
4. When 75% of all lots within the subdivision are sold or developed the City shall construct bituminous asphalt binder layer, concrete curb and gutter, and required concrete sidewalks, including topsoil and seeding between such sidewalk and curb and gutter, within said subdivision. Final asphalt street layer shall be constructed at such time as the Common Council may direct.

G. Other Utilities

The Developer shall install at its cost all underground cable, conduit, and wiring for street lighting within the subdivision in such manner and at such locations as shall be required and approved by the Manager of the Plymouth Utilities.

H. Erosion Control and Landscaping

Prior to the commencement of construction, an erosion control plan will be submitted to the City which conforms to applicable provisions of the Plymouth Municipal Code and as approved by the Director of Public Works.

I. Completion Date

All improvements required to be installed by the Developer herein shall be fully installed and completed within one (1) year following the date that the final plat shall have been recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, unless such date be extended by the Common Council, in which event this agreement and all financial guarantees required hereunder shall be extended for an identical time.

SECTION II. APPROVAL AND TRANSFER OF IMPROVEMENTS

A. Inspection

All construction required to be performed by the developer shall be inspected and tested by the Director of Public Works and/or Plymouth Utilities Manager, or a consultant retained by either to assure that it complies with all construction and improvement requirements of the City. Before any sureties are released to the Developer, the Director of Public Works shall report the satisfactory completion and recommend acceptance of all improvements to the Common Council. The Developer shall pay the actual cost of all such inspections.

B. As-Builts

After completion of all public improvements and prior to final acceptance of said improvements by the City, the Developer shall prepare and present as-built documents.

C. Dedication

Subject to all of the other provisions of this agreement and the exhibits hereto attached, the Developer shall, upon completion of all of the above described improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same (excepting sanitary sewer laterals and water laterals lying outside of dedicated right-of-way) to the City, its successors and assigns forever, free and clear of all encumbrances whatever; together with, including without limitation because of enumeration, all land, buildings, structures, mains, conduits, pipes, lines, plant machinery, equipment appurtenances and habilitments which may in any way be a part of or pertain to such improvements, together with any and all necessary easements for access thereto.

D. Acceptance

Following completion and dedication of the improvements and upon written request by the Developer, the Director of Public Works will report completion of the improvements to the Common Council. The City shall thereupon accept such improvements in accordance with applicable provisions of the Plymouth Municipal Code. The City shall

thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer. The City Clerk shall provide the Developer with a certified copy of the Common Council Resolutions accepting improvements hereunder which the Developer may record to evidence compliance with this Agreement.

E. Improvement Guarantee

The Developer agrees to guarantee all improvements required to be installed by it against defects in material and workmanship which appear within a period of one year from the date of acceptance by the City as herein provided, and shall pay for all damages resulting therefrom to City property, and will promptly repair or replace any defective improvements upon notice thereof by the Director of Public Works or Common Council.

F. Title Evidence

Prior to recording of the final plat, the Developer shall provide the City with title evidence acceptable to the City showing the City to have good and indefeasible title to all interests in lands dedicated or conveyed to the City by the plat, this Agreement, or other instruments required by this Agreement.

SECTION III. FINANCIAL GUARANTEE

A. Letter of Credit

The Developer shall provide to the City an irrevocable letter of credit issued by a commercial bank located in Sheboygan County, Wisconsin pursuant to Chapter 405 of the Wisconsin Statutes in the initial amount of \$468,000.00 which shall assure the faithful performance of the Developer's obligations under this Agreement. The amount of the credit may be reduced from time to time in amounts equal to the value of improvements which have been installed, completed and accepted by the City or shall be increased in the event of delay in the installation of improvements and the escalation of costs. In no event shall the amount of the credit be reduced below the aggregate total estimated cost of the improvements not yet installed or accepted plus 15%. The letter of credit shall be payable to the City of Plymouth and shall be conditioned upon and guarantee to the City the performance by the developer of its obligations under this Agreement. The letter of credit shall be approved as to form by the City Attorney. The current form prescribed by Wisconsin Bankers Association (WBA Form L/C 102) shall be acceptable. Said letter of credit shall expire on July 1st of each year, but may be issued initially for a period of greater than one (1) year to July 1st of the next succeeding year.

B. Preservation of Assessment Rights

In addition to the remedies for default provided to the City by this financial guarantee, the City shall have the right without notice or hearing to the Developer to impose special assessments for any amount to which the City is entitled by virtue of this Agreement upon the Property. This provision constitutes the Developer's consent to the installation by the City of all required public improvements and constitutes the Developer's waiver of notice and consent to all special assessment proceedings as described in Sec. 66.0703, Wis. Stats.

SECTION IV. PERMITS AND FEES

A. Park Land Dedication

The Developer agrees to convey any lands required for park purposes as determined by the Plan Commission prior to approval of final plat.

B. Impact Fees

The Developer agrees to pay any and all impact fees established pursuant to Plymouth Municipal Code §14-1-23 (d) prior to issuance of any building permit, or at such other time as may be required by the Common Council. The amount of such fees shall be as established by the Common Council at the time of building permit application or issuance.

C. Building Permits

It is agreed that building permits will not be issued by the City for residential construction until the Developer has installed and the City has accepted the sanitary sewer main and laterals, water main and laterals, storm sewer mains, leads and structures, retention ponds, and the gravel base course for all streets within the subdivision are completed.

D. Occupancy Permits

The Developer agrees that the City will not issue an occupancy permit for any dwelling until all fees are paid and all dedications and improvements are approved and accepted by the City.

SECTION V. LEGAL REQUIREMENTS & PUBLIC RESPONSIBILITY

A. Laws To Be Observed

The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the conduct of the work to be accomplished under this Agreement (the "Work"). He shall indemnify and save harmless, the City and all its agents, officers and employees, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation or order, whether by himself or his agents, employees or contractors. The Developer shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work to be completed under this Agreement. The Developer shall comply fully with the provisions of Plymouth Municipal Code, Title 15, Chapter 7, Stormwater Management, and as the same may be amended from time to time.

B. Public Protection And Safety

The Developer agrees that it shall be responsible for all damage, bodily injury or death arising out of the Work whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to his conduct of the Work, the Developer shall provide other adequate and reasonable safeguards.

C. Developer's Responsibility For Work

The Work shall be under the charge and care of the Developer until all improvements have been accepted by the City.

D. Indemnification

The Developer shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part, by any negligent act or omission of the Developer, his Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; provided, however, that such indemnification shall not extend to directions by the City or its employees to perform acts if the acts are performed in accordance with such direction. A claim for indemnification under this section shall be conditioned upon the City giving to the Developer, within five business days of receiving the same, written notice of any claim made against the City for which indemnification is sought and if requested to do so by the Developer's insurance carrier, the City shall tender the defense of such claim to the Developer's insurance carrier.

In any and all claims against the City, its officers, agents and employees, by any employee of the Developer, his Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer, the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

The Developer shall indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from any litigation involving any easement to which any portion of the subdivision lands may be subject at the time the plat is recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin. This indemnification obligation shall survive the recording of such plat and the dedication of all streets designated thereon as public rights-of-way.

E. Personal Liability Of Public Officials

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

F. Insurance Requirements

General:

The Developer shall obtain insurance acceptable to the City as required under this section. All required insurance under this section shall be maintained until Improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the Improvement guarantee or otherwise.

Certificates of Insurance

Certificates of Insurance on all policies specified shall be filed with the City Clerk which shall include a fifteen (15) day prior written notice of material change or cancellation to the City and which clearly state that liability insurance is provided and, if applicable to work under this Agreement, explosion, collapse and underground coverage. Explosion, collapse and underground coverage may be provided by the Developer's contractor.

Insurance

Where the City does not specify other limits for liability insurance, the minimum limits of liability shall be as follows:

| | |
|--|---------------------------|
| Employer's Liability (If applicable) | \$ 100,000 Per occurrence |
| Comprehensive Motor Vehicle Liability, Bodily Injury & Property Damage combined (If applicable) | \$1,000,000 Per accident |
| Comprehensive General Liability Bodily Injury | \$1,000,000 Per accident |
| Property Damage Combined | \$1,000,000 Aggregate |

The Developer may furnish coverage for bodily injury and property damage for Comprehensive Motor Vehicle Liability and Comprehensive General Liability through the use of primary liability policies or in a combination with an umbrella excess third party liability.

Other coverage shall include the following:

Completed Operations and Products Liability

The Developer shall provide completed Operations and Products Liability coverage for the life of the Agreement and maintain coverage for a period of (one) 1 year after the improvements have been accepted by the City. The liability limits shall be as required above for Comprehensive General Liability.

Owner's Protective liability (Independent Contractor Insurance)

The liability limits shall be the same as those of the Comprehensive General Liability Policy.

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

SECTION VI. MISCELLANEOUS PROVISIONS

A. Survey Monuments

The Developer has or will certified that all survey or other monuments required by statute or ordinance have been properly placed and installed. Any monuments disturbed during construction of improvements shall be restored.

B. Zoning

All lands within this subdivision shall be initially zoned in a single family residence district by Developer. Any lots to be zoned in a district other than single family residence shall be specified herein.

The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be re-zoned, nor does the City agree to re-zone the lands into a different zoning district. Any re-zoning that may take place shall not void this Agreement.

C. Restrictive Covenants - Grading Plan

1. Any restrictive covenants to be imposed upon any subdivision lots shall be presented to the Plan Commission for review and shall be subject to approval by the Common Council of the City of Plymouth prior to recording in the office of the Register of Deeds.
2. An individual grading plan for each lot shall be submitted to the City for approval prior to the issuance of a building permit.

D. Reimbursement to City for Costs Sustained

The subdivider shall reimburse the City for its actual cost of design, inspection, testing, construction and associated legal and real estate fees for the required public improvements for the land division. The City's costs shall be determined as follows:

- (1) The cost of City employees' time engaged in any way with the required public improvements based on the hourly rate paid to the employee multiplied by a factor determined by the City Clerk-Treasurer to represent the City's cost for expenses, benefits, insurance, sick leave, holidays, vacation and similar benefits.
- (2) The cost of City equipment employed.
- (3) The cost of mileage reimbursed to City employees which is attributed to the land division.
- (4) The actual costs of City materials incorporated into the work, including transportation costs plus a restocking and/or handling fee not to exceed ten percent (10%) of the cost of the materials.
- (5) All consultant fees associated with the public improvements at the invoiced amount of administrative costs. Unless the amount totals less than Fifty Dollars (\$50.00), the City shall bill the subdivider monthly for expenses incurred by the City. Statements outstanding for more than thirty (30) days shall accrue interest at the rate of one and one-half percent (1-1/2%) per month. Bills outstanding for more than ninety (90) days shall be forwarded to the subdivider's surety agency for payment. Amounts less than Fifty Dollars (\$50.00) shall be held for billing by the City until amounts total more than Fifty Dollars (\$50.00) or until the conclusion of project activities.

SECTION VII. APPROVAL

The City shall, following approval of this Agreement, approve the final plat and cause the same to be signed and endorsed by the appropriate officers. The Developer shall thereupon provide the City with a conformed mylar copy of the final plat.

SECTION VIII. AMENDMENTS

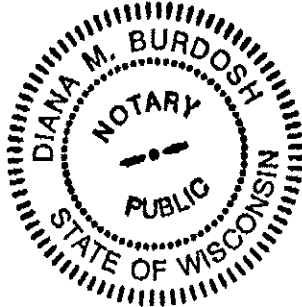
The City and the Developer may, by mutual consent, amend this Developer's Agreement, in writing. Verbal amendments shall be ineffective and non-binding upon the parties hereto.

SECTION IX. BINDING EFFECT

This Agreement and the grants, consents and waivers contained herein shall be binding upon the Developer, its personal representatives, heirs, successors, and assigns, including all individual lot owners within the plat.

In any event of sale of the subdivision prior to full completion of platting requirements in accordance with this agreement, the Developer shall make acceptance of the conditions imposed by this agreement by purchaser a condition of sale, and shall not be relieved of any obligations hereunder without the written consent of the Common Council of the City of Plymouth, and then only upon such terms and conditions as the Common Council shall impose for such release.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be signed the date first hereinabove written.



Underwood Development, LLC

By: Michael M. Soletski
Michael M. Soletski, Managing Member

Member

STATE OF WISCONSIN)
Brown) ss.
~~SHEBOYGAN COUNTY~~)

Personally came before me this 24th day of March, 2008 the above named Michael M. Soletski and _____ to me known to be the persons who executed the foregoing and acknowledged the same.

Diana M. Burdosh
Notary Public, State of Wisconsin
My Commission expires: April 6, 2008

Accepted by the Common Council of the City of Plymouth this 8TH day of APRIL, 2008

CITY OF PLYMOUTH

BY: Donald O. Pohlman
Donald O. Pohlman, Mayor

Patricia Huberty
Patricia Huberty, Clerk

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) ss.

Personally came before me this 10th day of April, 2008 the above named Donald O. Pohlman, as Mayor, and Patricia Huberty, as Clerk respectively of the City of Plymouth, a municipal corporation, to me known to be the persons who executed the foregoing and acknowledged the same.

Jeffrey J. Jauschke
Notary Public, State of Wisconsin
My Commission expires: 6-20-2010

LANES END, LLC, Member

By: *Terrance P. Abler*
Terrance P. Abler, Member

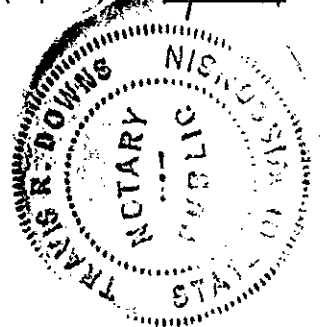
By: *Karen A. Abler*
Karen A. Abler, Member

STATE OF WISCONSIN)
 : SS
SHEBOYGAN COUNTY)

Personally came before me, this 27th day of March, 2008, Terrance P. Abler, Member, and Karen A. Abler, Member of the above named Limited Liability Company, to me known to be the persons who executed the foregoing instrument as such Members of said Limited Liability Company.

Travis R. Downs

Notary Public, Sheboygan County, WI
My Commission (expires) (is) April 26, 2009



AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT made this 9th day of November, 2009 by UNDERWOOD DEVELOPMENT, LLC, hereinafter referred to as DEVELOPER.

WITNESSETH

Whereas, Developer is the owner of the real estate in the City of Plymouth, Sheboygan County, Wisconsin, described as follows:

Lots One (1) through Forty-two (42), inclusive, Tumbler Ridge, City of Plymouth, Sheboygan County, according to the recorded plat thereof.

And

Whereas, Developer previously made and filed Restrictive Covenants dated August 1, 2008 and recorded August 1, 2008 as Document Number 1858149 in the office of the Register of Deeds for Sheboygan County, Wisconsin; and

Whereas, Developer desires to amend said Restrictive Covenants.

NOW THEREFORE, Developer declares that the real property of Tumbler Ridge is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

Article II, Section 2.3 is deleted and shall henceforth read as follows:

2.3 Dwelling Size & Set Back: All building designs shall meet certain criteria and be submitted to the Committee for approval. Each lot within the subdivision has a minimum square footage and setback requirement for that lot. The square footage is exclusive of garages, breezeways, basements, open porches, or covered patios. Split-level square footage is a total square footage only and the same as the two story total square footage. All dwellings to have a basement or a foundation to below the frost line.

Minimum square footage is as follows:

1890979

SHEBOYGAN COUNTY, WI

RECORDED ON

11/17/2009 09:01AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 4
TRANS # 141937
OF PAGES: 2

Recording Area

Name and Return Address

**Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081**

1859979

SHEBOYGAN COUNTY, WI
RECORDED ON
08/29/2008 03:11PM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

RECORDING FEE: 13.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 9
TRANS # 120083
OF PAGES: 2

AMENDMENT TO RESTRICTIVE COVENANTS

THIS AMENDMENT made this 27th day of AUGUST, 2008 by UNDERWOOD DEVELOPMENT, LLC, hereinafter referred to as DEVELOPER.

WITNESSETH

Whereas, Developer is the owner of the real estate in the City of Plymouth, Sheboygan County, Wisconsin, described as follows:

Lots One (1) through Forty-two (42), inclusive Tumbler Ridge, City of Plymouth, Sheboygan County, according to the recorded plat thereof.

And

Whereas, Developer previously made and filed Restrictive Covenants dated August 1, 2008 and recorded August 1, 2008 as Document Number 1858149 in the office of the Register of Deeds for Sheboygan County, Wisconsin; and

Whereas, Developer desires to amend said Restrictive Covenants.

NOW THEREFORE, Developer declares that the real property of Tumbler Ridge is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions hereinafter set forth.

Article III, Section 3.3 is deleted and shall henceforth read as follows:

- 3.3 Construction Timing: Residential dwelling construction once started must be completed within twelve (12) months of starting date. Additionally, no house shall remain unfinished on the exterior for more than six (6) months.

Dated this 27th day of AUGUST, 2008.

UNDERWOOD DEVELOPMENT, LLC

By: Michael M. Soletski

Michael M. Soletski,
Managing Member

Recording Area

Name and Return Address

Attorney John N. Gunderson
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan, WI 53081

TUMBLER RIDGE

PARTS OF THE NW 1/4-NE 1/4, AND THE NE 1/4-NW 1/4 SECTION 28, T15N-R21E, CITY OF PLYMOUTH, SHEBOYGAN COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

Community Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the executing, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the above certificate of UNDERWOOD DEVELOPMENT, LLC, owners, in witness whereof, the said has caused these presents to be signed by:

Thomas Dambach, its Vice President, and by David LaDuke, its Assistant Vice President, at Sheboygan, Wisconsin, this 21 day of July, 2008.

Thomas Dambach
David LaDuke

STATE OF WISCONSIN }
COUNTY OF SHEBOYGAN } SS

Personally come before me this 21 day of July, 2008, the above named Thomas Dambach and David LaDuke of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers of said corporation, one acknowledge that they executed the foregoing instrument as such officers of said corporation, by its authority.

Victoria Public
Notary Public,
Sheboygan County, Wisconsin
My Commission Expires 12-1-09

CERTIFICATE OF THE CITY OF PLYMOUTH

Resolved that a plat known as "TUMBLER RIDGE", which has been duly filed for approval of the City of Plymouth, Sheboygan County, Wisconsin, is hereby approved as required by Chapter 236, Wisconsin Statutes on this 21 day of July, 2008.

Robert Pank
MAYOR
CITY OF PLYMOUTH

Dated this 17 day of July, 2008.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.17, Wis. Stats.
Certified Robert Pank 20 08
Robert Pank
Department of Administration



| CURVE NO. | LOT NO. | RADIUS LENGTH | ARC LENGTH | CHORD LENGTH | CHORD BEARING | CENTRAL ANGLE | TANGENT BEARING(S) |
|-----------|---------|---------------|------------|--------------|----------------|---------------|--------------------|
| 1-2 | 1 | 250.00 | 189.27 | 189.74 | S20° 52' 13" W | 43° 22' 00" | |
| 1-3 | 1 | 250.00 | 59.80 | 59.77 | S49° 24' 45" W | 43° 53' 04" | |
| 1-4 | 1 | 250.00 | 189.27 | 189.74 | S20° 52' 13" W | 43° 22' 00" | S00° 48' 47" E |
| 1-5 | 1 | 250.00 | 59.80 | 59.77 | S49° 24' 45" W | 43° 53' 04" | S03° 10' 30" W |
| 2-6 | 2 | 330.00 | 128.43 | 127.82 | S43° 30' 10" W | 27° 17' 52" | |
| 3-7 | 3 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 4-8 | 4 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 5-9 | 5 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 6-10 | 6 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 7-11 | 7 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 8-12 | 8 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 9-13 | 9 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 10-14 | 10 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 11-15 | 11 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 12-16 | 12 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 13-17 | 13 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 14-18 | 14 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 15-19 | 15 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 16-20 | 16 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 17-21 | 17 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 18-22 | 18 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 19-23 | 19 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 20-24 | 20 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 21-25 | 21 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 22-26 | 22 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 23-27 | 23 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 24-28 | 24 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 25-29 | 25 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 26-30 | 26 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 27-31 | 27 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 28-32 | 28 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 29-33 | 29 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 30-34 | 30 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 31-35 | 31 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 32-36 | 32 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 33-37 | 33 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 34-38 | 34 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 35-39 | 35 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 36-40 | 36 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 37-41 | 37 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 38-42 | 38 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 39-43 | 39 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 40-44 | 40 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 41-45 | 41 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 42-46 | 42 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 43-47 | 43 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 44-48 | 44 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 45-49 | 45 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 46-50 | 46 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 47-51 | 47 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 48-52 | 48 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 49-53 | 49 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 50-54 | 50 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 51-55 | 51 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 52-56 | 52 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 53-57 | 53 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 54-58 | 54 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 55-59 | 55 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 56-60 | 56 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 57-61 | 57 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 58-62 | 58 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 59-63 | 59 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 60-64 | 60 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 61-65 | 61 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 62-66 | 62 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 63-67 | 63 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 64-68 | 64 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 65-69 | 65 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 66-70 | 66 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 67-71 | 67 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 68-72 | 68 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 69-73 | 69 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 70-74 | 70 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 71-75 | 71 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 72-76 | 72 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 73-77 | 73 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 74-78 | 74 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 75-79 | 75 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 76-80 | 76 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 77-81 | 77 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 78-82 | 78 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 79-83 | 79 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 80-84 | 80 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 81-85 | 81 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 82-86 | 82 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 83-87 | 83 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 84-88 | 84 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 85-89 | 85 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 86-90 | 86 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 87-91 | 87 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 88-92 | 88 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 89-93 | 89 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 90-94 | 90 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 91-95 | 91 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 92-96 | 92 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 93-97 | 93 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 94-98 | 94 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 95-99 | 95 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |
| 96-100 | 96 | 330.00 | 128.43 | 128.72 | S43° 30' 10" W | 27° 17' 52" | |

TREASURER'S CERTIFICATE
We, Amelia Heezey and Luella Wisniewski, being duly elected and acting Treasurers of the City of Plymouth and Sheboygan County, Wisconsin, respectively, do hereby certify that according to the records in our offices, there are no unpaid taxes, no unredeemed tax sales and no unpaid special assessments affecting any of the lands included in "TUMBLER RIDGE", as of the dates listed below.

Dated this 17 day of July, 2008.

Amelia Heezey
CITY OF PLYMOUTH - TREASURER

Dated this 21 day of July, 2008.

Robert Pank
SHEBOYGAN COUNTY - TREASURER