Document Number	Document Title
	RESTRICTIVE COVENANTS GATEWAY ESTATES

These restrictive covenants are assigned to the plat of Gateway Estates and includes Lots 1 thru 15 and Lots 24 thru 58.

All of Outlot 1 and Part of Lot 2, Certified Survey Map Number 9567, Document Number 3025405, Brown County Records, Located in All of Lot 11 and Part of Lots 4, 5, 6, and 7, Section 25, Township 23 North, Range 19 East, Village of Hobart, Brown County, Wisconsin

3071046
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
08/06/2024 03:59 PM
REC FEE: 30.00
TRANS FEE:
EXEMPT #

PAGES: 10

Recording Area

Name and Return Address

EVANS TITLE
Lexington Homes, Inc.
1256 Centennial Centre Blvd
Hobart, WI 54155

cw10

Parcel Identification Number (PIN)

All of parcels HB-3438 thru HB-3452, and all of parcels HB-3461 thru HB-3495

This document was drafted by: Michelle L. Stimpson

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This inf
the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

GATEWAY ESTATES

VILLAGE OF HOBART
BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANTS

1. The purpose of these restrictions is to ensure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to insure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of the site than is necessary to insure the same advantages to the other site owners. Additionally, above and beyond all covenants, all landowners must comply with all of the Village of Hobart's municipal ordinances, which includes, but not limited to only, nuisances, pets, permit requirements.

2. All home construction must start within 4 months of the conveyance of the land from the seller.

3. Lots shall be used for the purpose of single-family residence only. A two-stall garage minimum. Ranch homes shall be a minimum of 1,600 sq.ft. on the first floor. 2 story, 1 ½ story homes shall be a total of minimum of 2,000 sq.ft. No split level homes shall be allowed.

4. All homes shall have a foundation to below the frost line.

5. All homes shall have a roof pitch of at least 7/12.

6. All buildings to be erected on site. No building erected elsewhere shall be moved onto any lot or lots within the plat.

7. The restrictions are minimums with flexibility for any well-designed home. Front porches, natural materials, and recessed garages are highly recommended for the fronts of the house. The same floor plan can only be used on 20% of the homes.

8. No residence shall be erected in the plat until the final plans and site plans used for each building, including elevations have been approved in writing by the proprietors of this plat, or by such person or persons as they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with. Buyer to provide two (2) full size copies of house plans. Proprietor of this plat reserves the right of final approval in architectural review.

9. No lot owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner is responsible for maintaining established grade.

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10. No sign of any kind shall be displayed to public view on a lot except only customary name and address signs, and except a lawn sign, limited to one, advertising the property for sale, which sign shall not be larger than five square feet. Any such sign shall be located outside the public road right-of-way. The developer does reserve the right until all lots sold to place any signage as they see fit. No exterior signage pertaining to home-based businesses or the advertising of such services or products.

11. The grading, seeding, or sodding of lots shall be completed within five months after completion of general construction of the property, excluding the months of December, January, February, and March.

12. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may change or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

13. No temporary structures (including, without exclusion of others, trailers, basements without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes.

14. No exterior storage of boats, motor homes, trailers, campers, snowmobiles, jet ski's, RVs, or vehicles of any kind permitted on lots within this subdivision. No additional concrete may be place inside yard for storage of any kind. No temporary or permanent canopy or covered structures which may include materials of fabric, wood or metal for the storage of additional objects. No portable storage pods.

15. No exterior storage of charcoal or gas grills except for on a backyard patio, deck, or porch.

16. Basketball hoops should be permanently mounted. In the event that they are moveable in nature the storage of them is limited to the garage interior. They may not be stored at any time in the backyard or sides of the home.

17. Trash receptacles must be stored in the garage. They may not be stored on the side or rear of home.

18. No fence shall be erected upon any lot in the plat without the prior express written approval of the plat proprietors or their delegates. If a fence is to be erected it shall be a vinyl, painted aluminum or iron fence. No wood or chain link will be approved.

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

20. No horse, cattle, swine, sheep, goats or live poultry of any kind shall be kept on any lot in this plat.

21. No nuisance shall be maintained or suffered to exist in the plat.

BROWN COUNTY REGISTER OF DEEDS DOC #3071046 PG 3

22. Satellite dishes less than 20" diameter, mounted on the principal structure, and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof.

23. Driveways to be concrete. Driveway must be connected to paved road (no gravel between driveway and road).

24. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot on our dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation or to restrain such violation.

25. Mini barns or storage sheds, temporary or permanent, shall not be permitted on any lot.

26. No permanent above ground swimming pools will be permitted on any lot in subdivision.

27. Flag poles are allowed as long as all lanyards are interiorly mounted inside the pole. All flag poles must remain aesthetically pleasing and well maintained.

28. No newspaper boxes, newspaper tubes or mailboxes allowed in front yard.

29. Mailboxes will be cluster mailboxes and provided in designated locations throughout the subdivision. In the event that your individual box has an issue, then it is your responsibility to repair/fix while working with the local post service. In the event that the entire cluster box/mounting etc. is in need of replacement or repair then the homeowners that use that box would be responsible for dividing that cost out amongst the number of homeowners that it serves. The developer is not responsible for any repair, replacement of said cluster box once it is initially installed.

30. Any home that is built or purchased on an exposed lot that would require a deck will be required to be built no later than one year from the date of closing of said property.

31. No exterior kennels or pens for household pets will be permitted attached or detached from home on said property plat.

32. There is to be no permanent clothes lines or clothes poles within the subdivision.

33. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.

34. No firewood may be stored outside front, back or side yards on any lot within the plat.

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35. These covenants shall run with the land, and all future conveyances of any lots of the subdivision shall be subject to the conditions, covenants obligations and restrictions set forth herein. Acceptance of a deed by any purchaser is considered an agreement to observe and abide by such covenants, conditions and restrictions for the protection of all owners of the subdivision. These covenants and restrictions may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written Declaration setting forth such amendment:
    a. By the Developer as long as the Developer owns any lot for sale in the subdivision.
    b. After the Developer has sold all lots, the owners of at least 75% of the lots must agree.
    c. This written Declaration shall be recorded in the office of the Register of Deeds for Brown County, Wisconsin.

36. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Brown County.

37. Enforcement of these covenants and restrictions shall be by proceeding at law or in equity against any person or person(s) violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages including attorney's fees. Enforcement may be had by any owner of a lot in the subdivision.

38. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

WITNESS THE HAND OF SAID OWNER THIS 26th day of July, 2024

IN THE PRESENCE OF:

MICHELLE L. STIMPSON
VICE PRESIDENT
LEXINGTON HOMES, INC.

STATE OF WISCONSIN
BROWN COUNTY SS
PERSONALLY CAME BEFORE ME THIS July 26th, 2024
THE ABOVE NAMED PERSON TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT.

NOTARY PUBLIC

ANN C. WERY
BROWN COUNTY, WISCONSIN
MY COMMISSION EXPIRES: 04/17/2028

ANN C. WERY NOTARY PUBLIC STATE OF WISCONSIN

BROWN COUNTY REGISTER OF DEEDS DOC #3071046 PG 6

GATEWAY ESTATES

PLANNED DEVELOPMENT DISTRICT

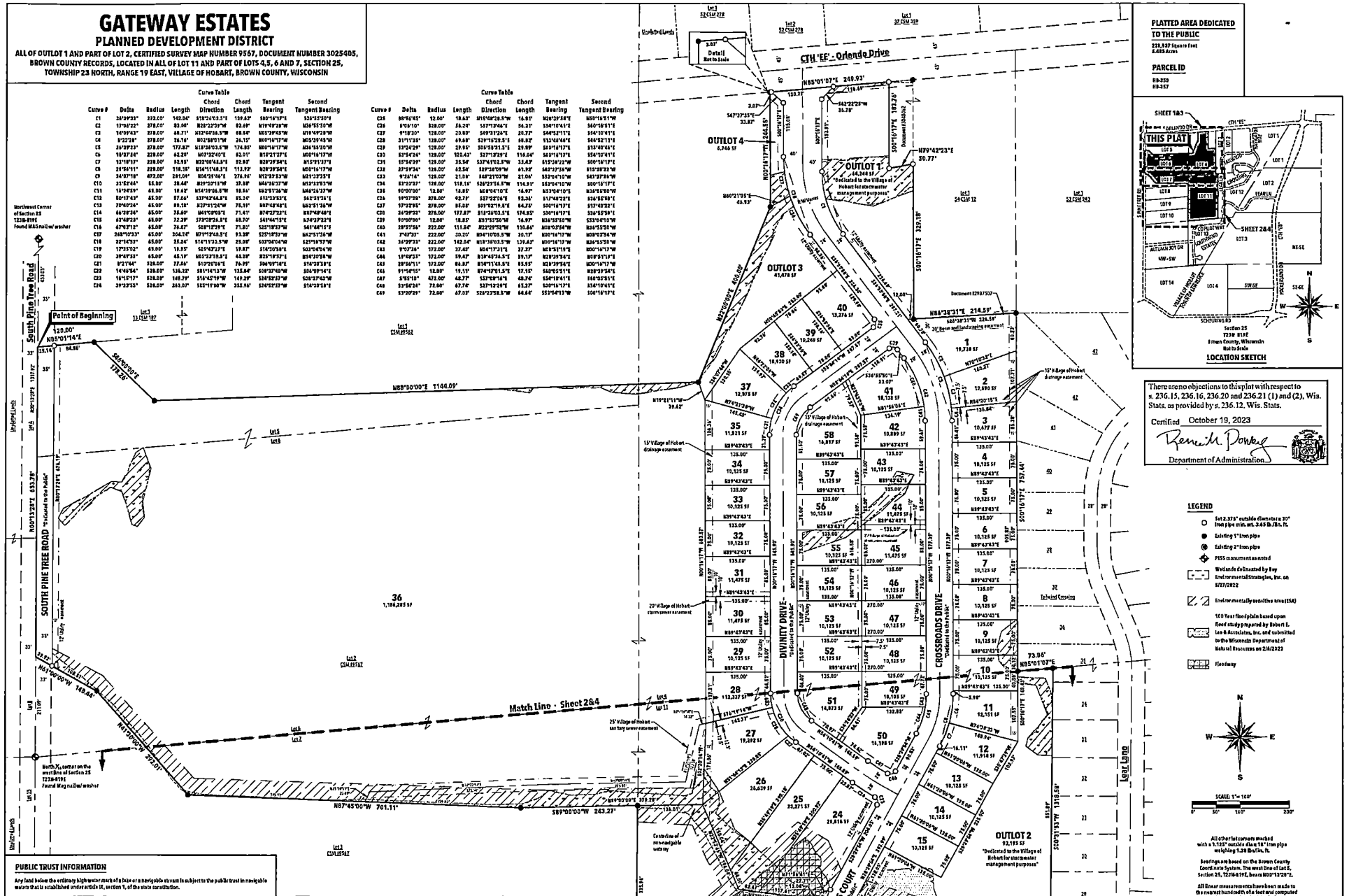
ALL OF OUTLOT 1 AND PART OF OUTLOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4,5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C1	26°29'33"	322.00'	142.24'	S78°30'03.5"E	139.82'	S90°14'50"E	S26°15'50"E
C2	17°06'22"	278.00'	83.00'	N28°22'39"W	82.69'	N19°49'28"W	N36°55'50"W
C3	14°09'43"	278.00'	68.71'	N32°46'36.5"W	68.56'	N25°39'45"W	N19°49'28"W
C4	5°23'38"	278.00'	26.16'	N01°58'01"W	26.15'	N00°16'12"W	N03°39'45"W
C5	26°39'33"	278.00'	177.97'	N13°36'59.5"W	174.85'	N00°16'12"W	N26°55'50"W
C6	19°37'26"	228.00'	62.70'	N07°32'40"E	62.41'	N12°21'23"E	N00°16'12"W
C7	13°18'17"	228.00'	52.93'	N22°08'46.5"E	52.82'	N28°29'54"E	N15°21'37"E
C8	21°06'11"	228.00'	118.26'	N34°15'08.5"E	117.53'	N39°39'54"E	N50°16'17"W
C9	24°07'19"	472.00'	198.68'	N04°28'46"E	197.24'	N12°33'23"W	N36°23'25"E
C10	23°52'44"	55.00'	38.46'	N29°50'15"W	37.98'	N44°26'37"W	N13°23'53"W
C11	14°04'59"	55.00'	18.63'	N54°39'06.5"W	18.56'	N63°51'36"W	N44°26'37"W
C12	50°17'43"	55.00'	57.04'	S37°47'44.5"E	55.24'	S12°53'53"E	S64°51'36"E
C13	70°40'24"	55.00'	67.82'	N23°31'24"W	63.61'	N80°43'48"E	N63°51'36"W
C14	66°28'36"	55.00'	63.80'	N61°05'05"E	60.27'	N74°27'32"E	N07°48'48"E
C15	63°48'23"	55.00'	61.25'	S73°28'26.5"E	58.12'	S41°44'15"E	N76°27'23"E
C16	67°16'12"	55.00'	64.57'	S08°12'39"E	60.91'	S25°19'53"W	S41°48'15"E
C17	268°10'33"	65.00'	304.26'	N71°19'49.5"E	93.28'	S25°19'53"W	N63°51'36"W
C18	22°14'53"	65.00'	25.24'	S14°11'20.5"W	25.08'	S03°04'04"W	S25°19'53"W
C19	17°35'02"	65.00'	19.95'	S01°43'27"E	19.87'	S14°20'58"E	S03°04'04"W
C20	39°49'33"	65.00'	45.19'	S03°23'39.5"E	44.29'	S23°15'23"E	S16°20'28"W
C21	8°21'44"	528.00'	77.05'	S10°20'06"E	76.99'	S06°09'14"E	S14°30'28"E
C22	14°49'54"	528.00'	136.62'	S01°14'13"W	135.84'	S08°37'40"W	S06°09'14"E
C23	16°15'17"	528.00'	149.79'	S14°45'19"W	149.29'	S22°53'57"W	S30°37'42"W
C24	29°23'53"	528.00'	263.57'	S29°19'56"W	260.74'	S37°01'53"W	S14°30'28"E

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length	Tangent Bearing	Second Tangent Bearing
C25	89°56'45"	12.00'	18.83'	N15°49'28.5"W	16.95'	N29°39'48"E	N60°16'51"W
C26	6°06'10"	528.00'	56.20'	S37°13'46"E	56.17'	S34°10'41"E	S40°16'51"E
C27	9°18'30"	128.00'	20.80'	S49°31'26"E	20.77'	S44°52'11"E	S54°10'41"E
C28	31°11'35"	128.00'	69.68'	S29°16'28.5"E	68.82'	S13°46'46"E	S44°52'11"E
C29	13°24'29"	128.00'	29.95'	S06°58'31.5"E	29.89'	S00°16'12"E	S13°40'44"E
C30	83°46'26"	128.00'	120.43'	S27°13'29"E	110.04'	S00°16'12"E	S84°10'41"E
C31	15°36'39"	128.00'	35.56'	S07°47'52.5"W	35.45'	S15°36'22"W	S00°16'12"E
C32	21°51'34"	128.00'	63.56'	S28°38'09"W	61.99'	S43°37'26"W	S15°36'22"W
C33	9°38'14"	128.00'	21.99'	S48°21'53"W	21.96'	S53°46'10"W	S43°37'26"W
C34	83°22'37"	128.00'	118.16'	S26°23'54.5"W	114.91'	S53°04'10"W	S00°16'12"E
C35	90°00'00"	12.00'	18.85'	N08°16'12"E	16.97'	N53°04'10"E	N36°55'50"W
C36	19°53'39"	278.00'	96.54'	S37°39'26"E	96.04'	S47°36'23"E	S36°55'50"E
C37	37°32'05"	278.00'	95.08'	S01°30'19.8"E	94.23'	S20°16'13"E	S37°48'22"E
C38	26°29'32"	278.00'	177.87'	S14°28'03.5"E	174.65'	S00°16'12"E	S26°55'50"E
C39	90°00'00"	12.00'	18.85'	S51°55'50"W	16.97'	N36°55'50"W	S53°04'10"W
C40	29°51'56"	222.00'	115.66'	N22°29'52"W	110.44'	N00°26'54"W	N36°55'50"W
C41	7°40'22"	222.00'	29.72'	N04°10'03.5"W	29.70'	N00°16'12"W	N08°03'56"W
C42	36°29'33"	222.00'	142.64'	N18°36'03.5"W	139.62'	N00°16'12"W	N36°55'50"W
C43	9°07'36"	172.00'	27.40'	N04°17'23"E	27.37'	N09°51'19"E	N00°16'12"W
C44	14°49'35"	172.00'	99.42'	N19°45'36.5"E	99.14'	N12°39'54"E	N05°15'18"E
C45	29°16'11"	172.00'	84.37'	N06°11'43.5"E	83.53'	N21°39'54"E	N00°16'12"W
C46	11°14'15"	12.00'	19.11'	N74°47'01.5"E	17.15'	S42°05'51"E	N28°39'54"E
C47	8°55'10"	472.00'	42.27'	S53°08'16"E	48.24'	S56°10'41"E	S60°05'51"E
C48	53°56'34"	72.00'	67.76'	S27°12'29"E	65.29'	S00°16'12"E	S26°15'50"E
C49	53°20'26"	72.00'	67.05'	S26°23'58.5"W	64.64'	S53°04'13"W	S00°16'12"E



PLATTED AREA DEDICATED TO THE PUBLIC

219,937 Square Feet
5.049 Acres

PARCEL ID

119-359
119-357

Section 25
T23N R19E
Brown County, Wisconsin
Not to Scale

LOCATION SKETCH

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. 236.12, Wis. Stats.

Certified October 19, 2023

Department of Administration

LEGEND

- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" iron pipe
- Existing 2" iron pipe
- PLSS monument as noted
- Wetlands delineated by Bay Environmental Strategies, Inc. on 8/27/2022
- Environmentally sensitive area (ESA)
- 100 Year flood plain based upon flood study prepared by Robert E. Lee & Associates, Inc. and submitted to the Wisconsin Department of Natural Resources on 2/4/2023
- Floodway

All other lot corners marked with a 1.315" outside dia x 18" iron pipe weighing 1.38 lbs/lin. ft.

Bearings are based on the Brown County Coordinate System. The west line of Lot 5, Section 25, T23N-R19E, bears N00°13'28"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

SCALE: 1" = 100'

0' 50' 100' 200'

PUBLIC TRUST INFORMATION

Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

SURVEY NOTE

See sheets 3 and 4 for environmentally sensitive area (ESA) dimensions

SHEET NO.		DRAWN	DATE
1 of 5	Robert E. Lee & Associates, Inc.	Troy Hewitt	4/20/2023
	1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | relaeinc.com	CHECKED Bryan Pfeffer	FILE 4329149_final.dwg
			JOB NO. 4329149

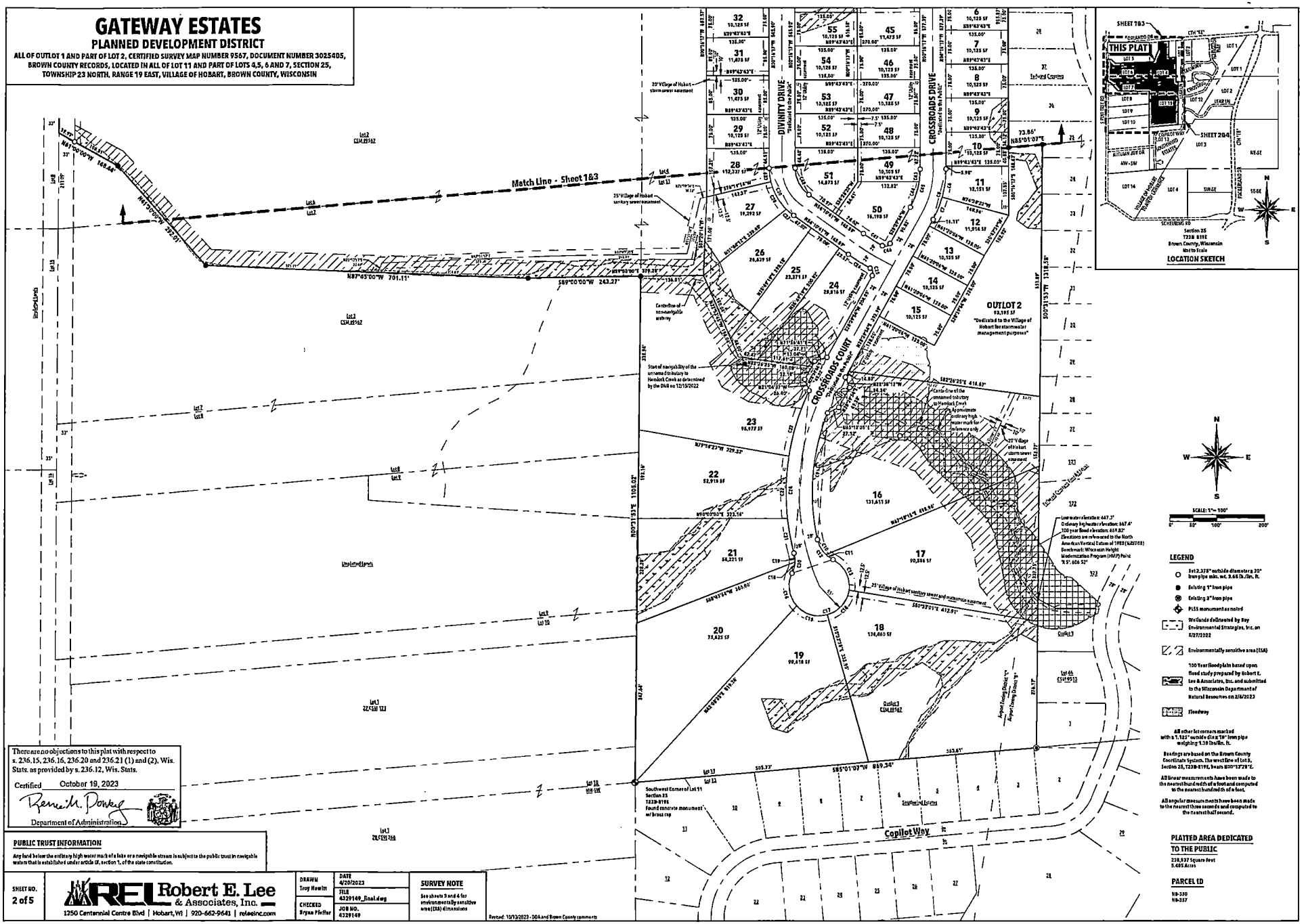
Revised: 10/13/2023 - DOA and Brown County comments

BROWN COUNTY REGISTER OF DEEDS DOC #3071046 PG 7

GATEWAY ESTATES

PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4,5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

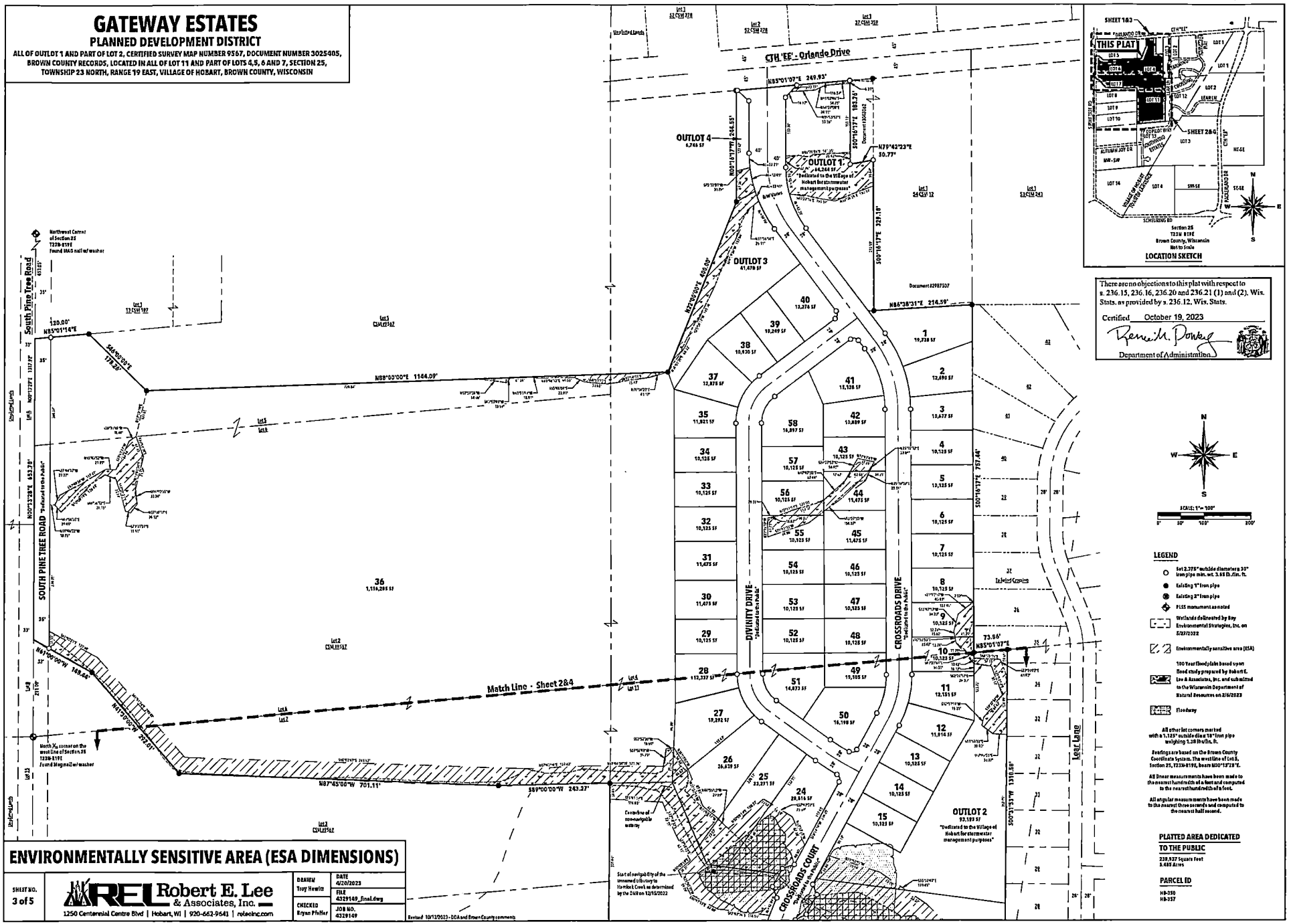

Match Line - Sheet 1&3
CROSSROADS COURT
DIVINITY DRIVE
CROSSROADS DRIVE
OUTLOT 2
93,195 SF
"Dedicated to the Village of Hobart for stormwater management purposes"
Copilot Way
Southwest Corner of Lot 11 Section 25 T23N-R19E Found concrete monument w/ brass cap
Southeast Corner of Lot 11 Section 25 T23N-R19E Found concrete monument w/ brass cap
S85°01'07"W 869.34'
N85°01'07"E 73.85'
N87°45'00"W 701.11'
S89°00'00"W 243.27'
N87°45'00"W 168.48'
N41°30'00"W 229.01'
S00°31'53"W 1318.58'
S02°26'25"E 416.67'
N79°58'22"W 329.22'
S89°38'18"W 54.36'
S80°33'01"E 412.91'
S89°43'54"W 265.00'
N89°00'00"E 323.16'
N00°31'53"E 1105.50'
S17°22'31"E 331.55'
N65°12'05"E 37.32'
N85°12'05"E 37.32'
N41°30'00"W 123.00'
S41°30'00"E 123.00'
N41°30'00"W 123.00'
S41°30'00"E 123.00'
N41°30'00"W 123.00'
S41°30'00"E 123.00

BROWN COUNTY REGISTER OF DEEDS DOC #3071046 PG 8

GATEWAY ESTATES

PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4,5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



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. 236.12, Wis. Stats.

Certified October 19, 2023

Department of Administration

SCALE: 1" = 100'

LEGEND

- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" iron pipe
- Existing 2" iron pipe
- PLSS monument as noted
- Wetlands delineated by Bay Environmental Strategies, Inc. on 5/27/2022
- Environmentally sensitive area (ESA)
- 100 Year floodplain based upon flood study prepared by Robert E. Lee & Associates, Inc. and submitted to the Wisconsin Department of Natural Resources on 2/6/2023
- Floodway

All other lot corners marked with a 1.125" outside diameter 18" iron pipe weighing 1.38 lb./lin. ft.

Bearings are based on the Brown County Coordinate System. The westline of Lot 2, Section 25, T23N-R19E, bears N00°13'28"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

PLATTED AREA DEDICATED TO THE PUBLIC

238,937 Square Feet
5.485 Acres

PARCEL ID

HB-156
HB-157

ENVIRONMENTALLY SENSITIVE AREA (ESA DIMENSIONS)

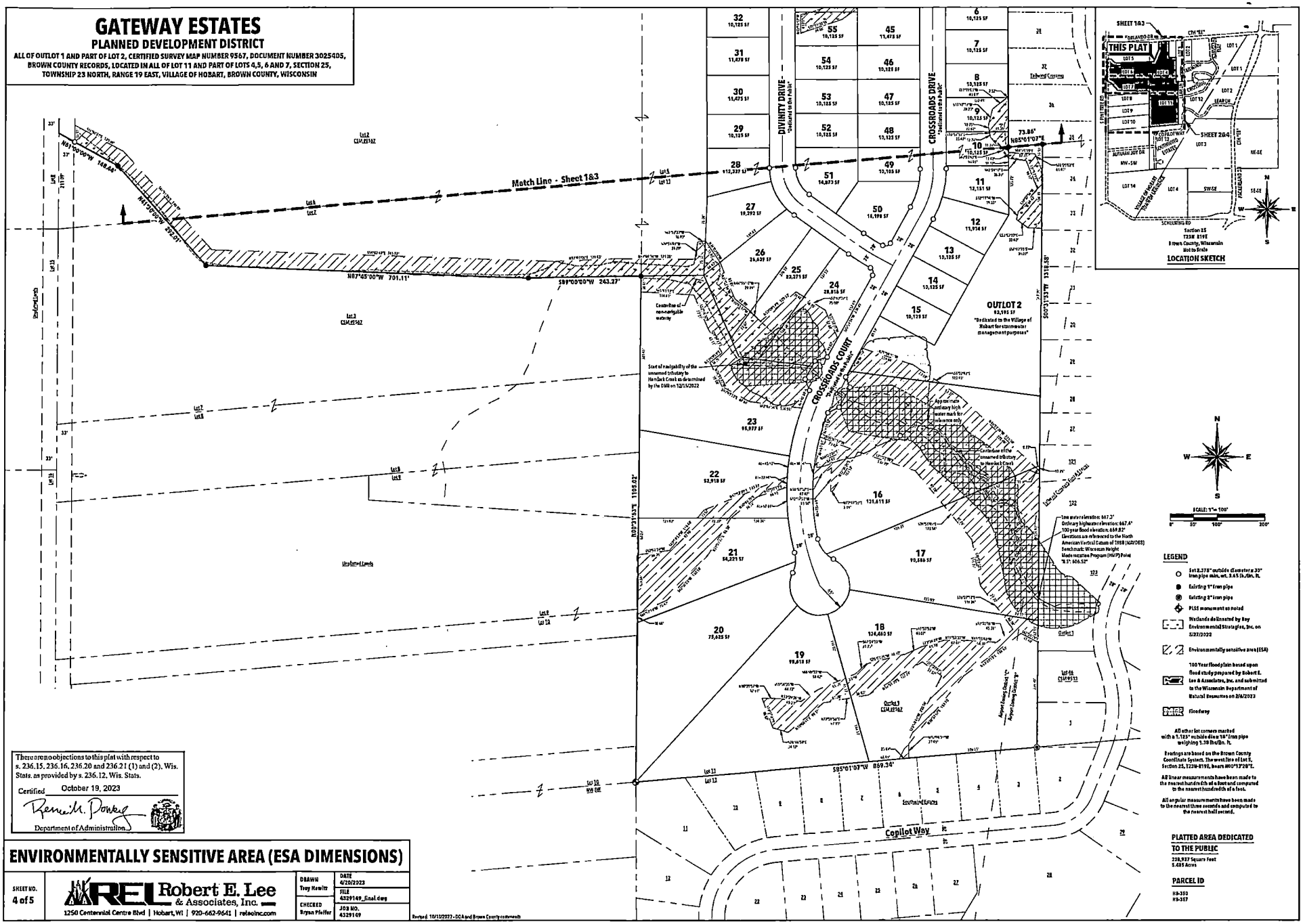
SHEET NO.		DRAWN	DATE
3 of 5	Robert E. Lee & Associates, Inc.	Troy Hewitt	4/20/2023
	1250 Centennial Centre Blvd | Hobart, WI | 920-662-9541 | relainc.com	CHECKED Bryan Pfeffer	FILE 4329149_final.dwg
			JOB NO. 4329149

BROWN COUNTY REGISTER OF DEEDS DOC #3071046 PG 9

GATEWAY ESTATES

PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4,5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN



LEGEND

- Set 2.375" outside diameter x 30" iron pipe min. wt. 3.65 lb./lin. ft.
- Existing 1" iron pipe
- Existing 2" iron pipe
- PLSS monument as noted
- Wetlands delineated by Ray Environmental Strategies, Inc. on 5/27/2022
- Environmentally sensitive area (ESA)
- 100 Year flood plain based upon flood study prepared by Robert E. Lee & Associates, Inc. and submitted to the Wisconsin Department of Natural Resources on 2/6/2023
- Floodway

All other lot corners marked with a 1.315" outside diameter x 18" iron pipe weighing 1.38 lbs/lin. ft.

Bearings are based on the Brown County Coordinate System. The west line of Lot 2, Section 25, T23N-R19E, bears N00°12'28"E.

All linear measurements have been made to the nearest hundredth of a foot and computed to the nearest hundredth of a foot.

All angular measurements have been made to the nearest three seconds and computed to the nearest half second.

PLATTED AREA DEDICATED TO THE PUBLIC

238,937 Square Feet
5.485 Acres

PARCEL ID

HB-350
HB-357

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. 236.12, Wis. Stats.

Certified October 19, 2023

Department of Administration

ENVIRONMENTALLY SENSITIVE AREA (ESA DIMENSIONS)

SHEET NO.		DRAWN	DATE
4 of 5	Robert E. Lee & Associates, Inc.	Troy Hewitt	4/20/2023
	1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | relsolnc.com	CHECKED Bryan Pfeiffer	FILE 4329149_final dwg
			JOB NO. 4329149

Revised: 10/13/2023 - DOA and Brown County comments

BROWN COUNTY REGISTER OF DEEDS DOC #3071046 PG 10

GATEWAY ESTATES

PLANNED DEVELOPMENT DISTRICT

ALL OF OUTLOT 1 AND PART OF LOT 2, CERTIFIED SURVEY MAP NUMBER 9567, DOCUMENT NUMBER 3025405, BROWN COUNTY RECORDS, LOCATED IN ALL OF LOT 11 AND PART OF LOTS 4,5, 6 AND 7, SECTION 25, TOWNSHIP 23 NORTH, RANGE 19 EAST, VILLAGE OF HOBART, BROWN COUNTY, WISCONSIN

RESTRICTIVE COVENANT

The undersigned, being the owner of the real estate legally described on Sheet 3 of 5 and mapped on Sheets 1 and 2 of this plat (the "Subject Real Estate") hereby subject said real estate to the covenants contained herein. Each part of the Subject Real Estate shall be held, sold and conveyed only subject to the following covenants, conditions and restrictions, which shall constitute covenants running with land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Subject Real Estate (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants contained herein shall inure to the benefit of each owner thereof.

1. Restriction on Transfer. Without the express written consent of the Village of Hobart, no owner of any interest in the Subject Real Estate (or any part thereof) shall transfer any interest in the Subject Real Estate, to any individual, entity (whether corporation, limited liability company, limited partnership, limited liability partnership, general partnership or otherwise), organization, or sovereign nation, or during the period of ownership take any other action, the result of which would: (1) remove or eliminate the Subject Real Estate (or any part thereof) from the tax rolls of the Village of Hobart; (2) diminish or eliminate the payment of real estate taxes levied or assessed against the Subject Real Estate (or any part thereof), and/or (3) remove the Subject Real Estate (or any part thereof) from the jurisdiction of the Village of Hobart, including but not limited to, zoning authority and controls. This restriction shall apply to the transfer of an interest in an entity that is an owner of the Subject Real Estate if, as a result of the transfer, any of items (1)–(3) above would occur. Notwithstanding the foregoing, nothing contained in this Restrictive Covenant, including without limitation this paragraph, shall be deemed or construed to: (i) prevent, limit or restrict any owner or holder of any interest in the Subject Real Estate (or any part thereof) from contesting, protesting, appealing or otherwise challenging (through whatever lawful means are necessary or advisable) the amount of any real property tax levied or assessed by any "taxation district" or "taxing jurisdiction" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(16)–(17)) and/or successor statutes thereto and/or regulations promulgated thereunder) including without limitation the State of Wisconsin, Brown County, the Village of Hobart, municipal or school district, township or other jurisdiction assessing "general property taxes" (as defined by Wis. Stats. Section 74.01(1) or successor statutes and/or regulations promulgated thereunder) levied or assessed against the Subject Real Estate (or any part thereof) and/or "special assessments", "special charges", "special taxes" (as the foregoing terms are defined in and by Wis. Stats. Section 74.01(1)–(5) and/or successor statutes thereto and/or regulations promulgated thereunder) and/or other municipal or governmental charges levied or assessed against the Subject Real Estate; (ii) effect a waiver, abrogation, release or relinquishment of any constitutional rights granted to or held by real property owners under the constitution or laws of the United States and/or the State of Wisconsin, including without limitation pursuant to Chapters 74 and 70, Wis. Stats.; or (iii) accept as expressly covenanted and agreed herein, to cause the Subject Real Estate to be taxed or otherwise treated by the Village of Hobart in any manner differently from any other parcel of real estate located within the Village of Hobart's lawful taxing jurisdiction, zoning authority and/or jurisdiction of the Village of Hobart.

2. Notice of Transfer.

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

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

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

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

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

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

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

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

7. Miscellaneous.

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

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

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

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

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

OWNER: Lexington Homes Inc.

By: _____
Jeffrey Marlow

Its: _____
Print Title

STATE OF WISCONSIN)
COUNTY OF BROWN) SS

Personally came before me this _____ day of _____, 2023, the above signed owners of the Subject Real Estate, namely _____ to me known to be the person who executed the foregoing instrument.

_____
Notary Public, Brown County, WI

My Commission Expires _____

OWNER: Appleton Family LTD Partnership

By: _____
Jim Appleton

Its: _____
Print Title

STATE OF WISCONSIN)
COUNTY OF BROWN) SS

Personally came before me this _____ day of _____, 2023, the above signed owners of the Subject Real Estate, namely _____, to me known to be the person who executed the foregoing instrument.

_____
Notary Public, Brown County, WI

My Commission Expires _____

OWNER'S CERTIFICATE OF DEDICATION

Lexington Homes Inc, a corporation duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Lexington Homes Inc. does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION
DEPARTMENT OF ADMINISTRATION

Dated this _____ day of _____, 2023.

By _____

Print Name: Jeffrey Marlow

Title _____
Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2023, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____ Notary Public,

_____, Wisconsin

My commission expires _____

OWNER'S CERTIFICATE OF DEDICATION

Appleton Family LTD Partnership, a partnership duly organized and by virtue of the laws of the State of Wisconsin, as the property owner, does hereby certify that said partnership caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Appleton Family LTD Partnership does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

VILLAGE OF HOBART
BROWN COUNTY PLANNING COMMISSION
DEPARTMENT OF ADMINISTRATION

Dated this _____ day of _____, 2023.

By _____

Print Name: Jim Appleton

Title _____
Date

STATE OF WISCONSIN)
_____ COUNTY) SS

Personally came before me this _____ day of _____, 2023, the above named officers of said corporation to me known to be the persons who executed the foregoing instrument and to me known to be such officers of said partnership, and acknowledged that they executed the foregoing instrument as such officers as the deed of said partnership, by its authority.

_____ Notary Public,

_____, Wisconsin

My commission expires _____

SURVEYOR'S CERTIFICATE

I, Troy E. Hewitt, Professional Land Surveyor, hereby certify that by the order and under the direction of the owners listed hereon, I have surveyed, divided and mapped a parcel of land being all of Outlot 1 and part of Lot 2, Certified Survey Map Number 9567, Document Number 3025405, Brown County Records, located in all of Lot 11 and part of Lots 4,5, 6 and 7, Section 25, Township 23 North, Range 19 East, Village of Hobart, Brown County, Wisconsin more fully described as follows:

Commencing at the Northwest corner of said Section 25; thence S00°13'28"W, 453.05 feet on the west line of said Section 25 to the POINT OF BEGINNING; thence N89°01'16"E, 720.50 feet on the north line of said Lot 2; thence S64°00'00"E, 178.26 feet on said north line; thence S25°00'00"E, 1148.09 feet on said north line to a west line of said Lot 2; thence N32°00'00"E, 606.56 feet on said west line; thence N00°14'12"W, 264.55 feet on said west line to the south right of way of County Trunk Highway "EI" (aka Orlando Drive); thence N85°01'02"E, 269.93 feet on said south right of way to the northwest corner of land described as Document Number 3048062; thence S00°16'12"E, 183.76 feet on the west line of said lands to the southwest corner thereof; thence N79°42'22"E, 90.77 feet on the south line of said lands to the west line of said Lot 2; thence S00°16'12"E, 329.18 feet on said west line; thence N89°38'21"E, 216.59 feet on said west line; thence S00°16'12"E, 757.45 feet on said west line; thence S89°01'01"E, 73.86 feet on said west line; thence S00°21'53"W, 1318.58 feet on said west line and to the south line of said Outlot 1 to the southwest corner of said Outlot 1; thence S85°01'01"W, 869.36 feet on the south line of said Outlot 1 to the southwest corner thereof; thence N00°21'53"E, 1105.26 feet on the west line to the northwest corner of said Outlot 1; thence S89°00'00"W, 243.27 feet on the south line of said Lot 2; thence N87°45'00"W, 701.11 feet on said south line; thence N61°00'00"W, 282.01 feet on said south line; thence N61°00'00"W, 168.44 feet on said south line to the west line of said Section 25; thence N00°13'28"E, 653.78 feet on said west line to the Point of Beginning.

Said parcel contains 2,944,579 Square Feet (67.598 Acres) of land more or less. Subject to easements and restrictions of record.

That the within map is a true and correct representation of the exterior boundaries of the land surveyed and the division of that land and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in the surveying, dividing and mapping of the same.

_____ _____ _____
Troy E. Hewitt PLS #2631 Date
ROBERT E. LEE & ASSOCIATES, INC.

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. 236.12, Wis. Stats.

Certified October 19, 2023

_____
Department of Administration

BROWN COUNTY PLANNING COMMISSION CERTIFICATE

Approved by the Brown County Planning Commission this _____ day of _____, 2023.

_____
Karl Mueller
Senior Planner

VILLAGE OF HOBART CERTIFICATE

Approved by the Village of Hobart this _____ day of _____, 2023.

_____
Kristina Bruecker
Village Clerk

VILLAGE OF HOBART TREASURER'S CERTIFICATE

I, being the duly appointed, qualified and acting Treasurer of the Village of Hobart, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales and unpaid taxes, or special assessments on and of the land included in this plat.

_____ _____
Kristina Bruecker Date
Village Treasurer

BROWN COUNTY TREASURER'S CERTIFICATE

As duly elected Brown County Treasurer, I hereby certify records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Plat as of the date listed below.

_____ _____
Paul B. Zeller Date
Brown County Treasurer

UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service to be hereby granted by

LEXINGTON HOMES, INC., Grantor, and APPLETON FAMILY LTD PARTNERSHIP, Grantor, to

WISCONSIN PUBLIC SERVICE CORPORATION, a Wisconsin corporation, Grantee,

and Northeast Telephone Company, LLC
Wisconsin Bell Inc. d/b/a AT&T Wisconsin, a Wisconsin Corporation
Brown County Cable, LLC,
Spectrum,

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incidental to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Structures shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of grantees. This Utility Easement Provision does not prevent or prohibit others from utilizing or crossing the Utility Easement as the Utility easement(s) are non-exclusive.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

RESTRICTIVE COVENANTS

The land on all side and rear lot lines of all lots shall be graded by the property owner and maintained by the abutting property owners to provide for adequate drainage of surface water.

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

OUTLOT RESTRICTIVE COVENANT

With the recording of this plat, the following shall apply to the specified Outlots:

1. Outlots 1 and 2 are to be dedicated to the Village of Hobart for storm water management purposes.
2. Outlots 3 and 4 are to be used for future development and/or other uses and enjoyment as desired by the owner of record and shall be maintained by the owner of record.

AIRPORT ZONING DISTRICT NOTE

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

SURVEY NOTES

A shoreland permit from the Village of Hobart Zoning Administrator's office is required for Lots 14-18, 21-27, 36 & Outlot 2 prior to construction, fill, excavation, or grading partially within 300 feet of the Ordinary High Water Mark (OHWM) of navigable rivers or streams.

A Brown County Highway Department access permit must be obtained prior to any construction of a new street/road connection or driveway to a County Trunk Highway.

Lots 9 – 10, 14 – 19, 21 – 27, 36, 43 – 44, 55 – 56, and Outlots 1 – 4 include wetland areas that may require permits from the Wisconsin Department of Natural Resources, Army Corp of Engineers, Brown County Planning Commission, or the Village of Hobart's Zoning Administrator's Office prior to any development activity.

PUBLIC TRUST INFORMATION

Any land below the ordinary high water mark of a lake or a navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

EROSION CONTROL NOTE

The property owners, at the time of construction, shall implement the appropriate soil erosion control methods outlined in the Wisconsin Construction Site Erosion and Sediment Control Technical Standards (available from the Wisconsin Department of Natural Resources) to prevent soil erosion. However, if at the time of construction the Village has an adopted soil erosion control ordinance, it shall govern over this requirement. This provision applies to any grading, construction, or installation-related activities.

ESA RESTRICTIVE COVENANT

Lots 9 – 10, 14 – 19, 21 – 27, 36, 43 – 44, 55 – 56, and Outlots 1 – 4 contain an environmentally sensitive area (ESA) as defined in the Brown County Sewage Plan. The ESA includes wetlands, all land within 35 feet of wetlands 2 acres or greater, floodway, all land within 35 feet of the floodway or 75 feet beyond the ordinary high water mark - whichever is greater, navigable waterways, all land within 75 feet of the ordinary high water mark of navigable waterways, non-navigable waterways, and all land within 35 feet of the top of bank of non-navigable waterways. Development and land disturbing activities are restricted in the ESA unless amendments are approved by the Brown County Planning Commission and the Wisconsin Department of Natural Resources.

SHEET NO. 5 of 5	Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd | Hobart, WI | 920-662-9643 | releeinc.com	DRAWN Troy Hewitt	DATE 4/20/2023
		CHECKED Bryan Pfeifer	FILE 4329149_final.dwg
			JOB NO. 4329149

Revised 10/13/2023 - DOA and Brown County comments