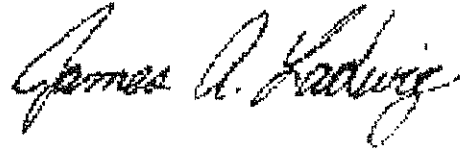


0000214

DOC # 2068528
Recorded
JAN. 18, 2006 AT 11:34:08AM

**DECLARATION OF
RESTRICTIVE COVENANTS**



Declaration of Covenants and Restrictions
regarding Heartland Village Subdivision, Village of Mt.
Pleasant, Racine County, Wisconsin.

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$110.00



15

To: Micheal D. Bannon
DeMark Kolbe & Brodek SC
PO Box 085009
Racine, WI 53408-5009

151032209003002
Parcel Identification Number (PIN)

0000215
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEARTLAND VILLAGE SUBDIVISION**

THIS DECLARATION of Heartland Village (the "Declaration") is made by the undersigned, **Old Spring Farms, LLC**, a Wisconsin limited liability company (the "Developer") on this 10th day of January, 2006.

Developer, as owner of the property described on **Exhibit "A"** (the "Real Estate") acting with the consent of the Village of Mount Pleasant (the "Village") desires to impose these restrictions for the purpose of articulating a uniform set of standards for the development and maintenance of **Heartland Village** as an attractive residential community.

RECITALS

1. Developer is the sole owner of the Real Estate and the "Additional Real Estate" as described on **Exhibit "B"**.
2. Developer is first developing ten (10) single family lots, located along Old Spring Street, which will be known as Heartland Village.
3. Developer plans on developing the Additional Real Estate in the immediate future.
4. Developer intends to plat approximately an additional one hundred eighty-one (181) Single Family Residences, said subdivision will be known as Heartland Village Addition No. ("Addition No. 1")
5. At the time platting Addition No. 1, the Developer will subject the Additional Real Estate to these Covenants, Conditions and Restrictions, and will file an amendment to this Declaration accomplishing this task.
6. Each lot owner in Addition No. 1 will be an "Owner" as that term is defined herein with the same obligations, benefits and burdens as an Owner of Heartland Village.
7. Developer hereby declares, imposes and restricts the Real Estate as follows:

0000216

ARTICLE I

DEFINITIONS

The following definitions shall be applicable for purposes of this Declaration:

1.1 **Association**. The Heartland Village Homeowners Association, Inc., a Wisconsin non-profit corporation.

1.2 **Bylaws**. The bylaws of the Association.

1.3 **Board of Directors**. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.4 **Committee**. The Architectural Control Committee as hereinafter described.

1.5 **Improvements**. Any and all of the following, regardless of whether permanent or temporary in nature or usage: buildings, outbuildings, barns, sheds, exterior lighting or electric fixtures, antenna including dish receivers and towers, pools, spas, pet kennels, houses or runs, screened or other type of porches, patios or gazebos, Landscaping and fences; or any material alteration to any of the foregoing.

1.6 **Landscaping**. Landscaping installed or remaining on a Lot during or following construction including, without limitation, all vegetation, plantings, trees, shrubs and ground cover.

1.7 **Lot**. A portion of the Real Estate identified as a Lot on the recorded Plat (including on the plat of Heartland Village Addition No. 1 made subject to these restrictions pursuant paragraph 2.1).

1.8 **Outlots**. Those areas shown on the Plat (including on the plat of Heartland Village Addition No. 1 made subject to these restrictions pursuant paragraph 2.1) including, without limitation, ponds and green space. Any landscape islands present in cul de sacs and half cul de sacs within the Subdivision shall also be considered Outlots.

1.9 **Owner**. The record owner of any Lot within the Subdivision. If there is more than one record owner, the record owners shall be collectively referred to as the "Owner".

1.10 **Percentage Interests**. The percentage interest attributable to each Owner and their Lot shall be calculated by dividing the number "one" (1) by the sum of the number of Lots within the Subdivision.

0000217

1.11 **Plat.** The plat of subdivision attached hereto as **Exhibit "C"** and incorporated herein by reference, and the Heartland Village Addition No. 1 plat subjected to this Declaration pursuant to paragraph 2.1.

1.12 **Rules and Regulations.** Those rules and regulations adopted from time to time by the Board of Directors of the Association.

1.13 **Single-family Residence.** A single-family building intended for use for human habitation and for purposes ancillary thereto.

1.14 **Subdivision.** The Real Estate and Improvements constructed thereon, and Heartland Village Addition No. 1 which is latter made subject to these restrictions pursuant paragraph 2.1 (and any Improvements thereon), whether developed in a single phase or multiple phases all of which are intended to be subject to this Declaration upon the platting thereof consistent with the provisions of Chapter 236 of the Wisconsin statutes.

1.15 **Submissions.** The required plans, drawings, specifications and other information as more particularly described at paragraph 5.3 as required to be submitted by an Owner to the Committee for approval prior to construction of any Improvements on a Lot.

ARTICLE II

PHASED DEVELOPMENT

2.1 **General.** The Subdivision will be developed in two phases, each of which shall be subject to the terms and conditions of this Declaration. The Developer shall, contemporaneously with recording the plat of subdivision for Heartland Village Addition No. 1, record an amendment to this Declaration describing the additional property which is subject to this Declaration. Such property shall thereafter be treated as "Real Estate" for purposes of this Declaration and included in the definition of the "Subdivision", and thereafter all such additional Real Estate shall be treated as if it were included on the original Plat at the time of the recording of this Declaration (subject to any additional restrictions the Developer may wish to place on the addition). **Developer's rights under this provision shall supersede the amendatory provisions of paragraph 11.1 and such expansion amendment may be unilaterally recorded by Developer whereupon it shall be binding upon all Owners and their Lots in the Subdivision, whether previously subject to the Declaration or as added by such amendment.**

2.2 **Roads.** The roads within the Subdivision may be extended from time to time as necessary or appropriate to accommodate further development within the Subdivision.

0000218

ARTICLE III

USE RESTRICTIONS

3.1 **Single-family Residences.** All Lots and all Improvements located thereon shall be used exclusively for single-family residential purposes, and purposes ancillary thereto.

3.2 **Parking.** No Lot shall be used for storage or long-term parking of any: (i) commercial vehicle larger than a full-size pickup truck or conversion van; or (ii) any recreational vehicle, including, without limitation, boats, campers, trailers and motor homes, unless such vehicle is completely located within the garage.

ARTICLE IV

IMPROVEMENT RESTRICTIONS

4.1 **Exterior Design.** The exterior of all Single-family Residences shall be built to a specific pre-approved design. Copies of all pre-approved designs for Single-family Residences to be constructed within the Subdivision are attached as **Exhibit "D"** hereto and incorporated herein by reference. The Committee may approve other designs if presented but said designs must be of the same architectural class/style as depicted in the pre-approved designs cited above. Once built, the exterior design may not be changed without approval of the Committee and Village of Mt. Pleasant Planning Commission.

4.2 **Exterior Siding.** The siding on the exterior of all Single-family Residences (other than the brick and stone shown on the pre-approved designs) shall consist exclusively of natural materials including hardiplank® siding or equivalent.

4.3 **Exterior Colors.** The exterior colors of each Single-family Residence shall be limited to those colors identified by their Pantone® name and number on one of the eight color palettes attached as **Exhibit "E"** hereto and incorporated herein by reference ("Color Palette"). All colors used on a building shall be from the same Color Palette. No Single-family Residence shall contain exterior colors from a Color Palette the colors from which are used on the Single-family Residence constructed on any immediately adjacent Lots.

4.4 **Minimum Dwelling Size; Frontage.** The living area within any Single-family residence measured from the outside of the exterior walls, including utility rooms, but exclusive of cellars, open porches, basements, garages, breezeways and other similar additions, shall not be less than 1,500 square feet. All lots shall have a square footage of not less than 7,200 square feet within the R-60 zoning district and square footage of not less than 9,000 square feet within the R-75D zoning district.

0000219

No Lot within the Subdivision may be further subdivided or altered so as to reduce the frontage of such Lot on the adjacent public street to less than that frontage shown on the Plat.

4.5 Driveways. All driveways associated with Lots designated for Single Family Residences shall be paved with a hard surface material approved by the Committee within one (1) year of substantial completion of construction of the Single Family Residence.

4.6 Swimming Pools. There shall be no above ground swimming pools, spas or hot tubs permitted. There is permitted one (1) below grade swimming pool and one (1) below grade spa/hot tub per Single Family Residence. A spa/hot tub shall be considered below grade if built into a deck or patio if the top of the spa/hot tub is substantially even with the level of the deck or patio. All related pumps, heaters, and filter equipment must be concealed in an enclosure to minimize noise and prevent such equipment from being visible from the road or by adjacent Lots.

4.7 Fences. Any fence constructed on a Lot shall be constructed no closer to the front lot line than the back outside wall of the building.

4.8 Satellite Dishes. No satellite dish or antenna shall be visible from any roadway immediately adjacent to the Lot.

4.9 Lampposts. Each Lot including a Single Family Residence shall have an electric lamppost with photoelectric controls installed at the Owner's expense prior to occupancy in a location approved by the Committee. Design and location of all lampposts are subject to the Committee's prior written approval. Notwithstanding the foregoing, Lampposts are prohibited in the public right-of-way. From and after installation, the lamppost shall be properly maintained by the Owner. If the Owner fails to so properly maintain, the Association shall be entitled, but not obligated, to perform or have the required maintenance performed and the cost of such maintenance shall then be assessed against the Owner.

4.10 Mailboxes. Each Lot including a Single Family Residence shall have a mailbox post and mailbox installed at the Owner's expense prior to occupancy in a location approved by the Committee. Design of all mailbox posts and mailboxes are subject to the Committee's prior written approval. From and after installation, the mailbox post and mailbox shall be properly maintained by the Owner. If the Owner fails to so properly maintain, the Association shall be entitled, but not obligated, to perform or have the required maintenance performed and the cost of such maintenance shall then be assessed against the appropriate Owner.

4.11 Salt-Tolerant Trees. Each Lot including a Single Family Residence shall have a salt-tolerant tree or trees from the list attached as **Exhibit "F"** hereto and incorporated herein by reference planted at the Owner's expense prior to occupancy in a location or locations approved by the Committee in the area between the sidewalk and the boulevard adjacent to the Lot. The locations of trees approved by the Committee will conform to the requirements of the Village for landscaping the

0000220

Subdivision. From and after installation, the salt-tolerant tree or trees shall be properly maintained (and if dead or dying, removed and replaced) by the Owner. If the Owner fails to so properly maintain or remove and replace, the Association shall be entitled, but not obligated, to maintain or remove and replace or have the required maintenance or removal and replacement performed and the cost of such maintenance or removal and replacement shall then be assessed against the appropriate Owner. There shall be no other plantings (other than grass) in the area between the sidewalk and the boulevard.

4.12 Outbuildings. Any outbuilding constructed on a Lot shall be of the same style as the style of the Single-family Residence on the Lot, and the exterior finish of such structure shall match the Single-family Residence in style, color and quality of materials.

4.13 Occupancy Restriction. No Single-family Residence shall be occupied unless the Submissions therefore have been approved by the Committee as provided in paragraphs 5.2 and 5.3 below and the Improvements have been constructed consistent with the approved Submissions for such Improvements.

4.14 Landscaping. All Landscaping in the Outlots and Cul de Sacs shall be maintained in perpetuity by the Association in accordance with the landscape plan submitted to the Village.

4.15 Front Yard Setbacks. The fronts of all Single Family Residences will be built on the "build-to line" as shown on the Subdivision plat. No variations of this requirement will be permitted.

4.16 Vehicular Access Limitation. Direct vehicular access from any corner lots or Outlots within the Subdivision is prohibited within thirty (30) feet of an intersection of two (2) public roads.

ARTICLE V

ARCHITECTURAL CONTROL

5.1 Composition. The Committee is hereby established for the purpose of providing and monitoring architectural controls consistent with the purpose of this Declaration. During such time as the Developer continues to own any Lots within the Subdivision, the Developer shall appoint all Committee members. Upon the Developer's sale of the final Lot, all Committee members appointed by the Developer shall tender their resignations. Thereafter, the Committee shall consist of the three (3) Officers/Directors of the Association. The initial Committee members named by the Developer are:

**JOHN A. HELDING
KATHY DEMATTHEW
STACEY TUSHAUS**

0000221

5.2 Procedure. An Owner desiring to construct or place any Improvements upon a Lot shall deliver the Submissions to the Committee for its consideration. No application for a building permit may be made prior to Committee approval of the Submissions. The Committee's approval or rejection of any Submissions shall be in writing signed by a Committee member. All decisions of the Committee shall be by majority vote of the Committee members. All completed Improvements shall be constructed in substantial accordance with the approved Submissions. Any material change must be resubmitted to the Committee for its consideration and written approval prior to construction.

5.3 Submissions to Committee. The Submissions delivered to the Committee shall include: construction drawings, plans and specifications as prepared by an architect or otherwise qualified draftsman showing dimensions, composition and color of all exterior materials, plot plans showing location of the particular Improvements, outbuildings and Improvements, proposed finish grade elevations, topography, dries, a Landscaping plan and such other plans and specifications or additional detail as the Committee may reasonably request. The Committee shall have twenty (20) days from the date it receives any Submissions from the Owner to review such Submissions and to either: (i) issue its written decision as to whether to approve or disapprove such Submissions; or (ii) inform the Owner, in writing, that additional Submissions will be required before the Committee can render its decision. If the Committee informs the Owner that additional Submissions will be required, the Committee shall issue its decision as to whether to approve or disapprove such Submissions within ten (10) days of its receipt of such additional Submissions. In the event the Committee fails to approve or disapprove the Submissions within the time periods provided in this paragraph 5.3, the Committee shall be deemed to have approved such Submissions.

5.4 Standards. The Committee shall have the right to reject any Submissions which, in the sole discretion of a majority of Committee members: (i) are not in conformity with Article IV of this Declaration; or (ii) are undesirable for aesthetic reasons; or (iii) are not in harmony with surrounding Improvements and natural resources. By way of example and not limitation, general Committee standards and criteria for approval shall include material composition and quality; appearance and color; coordination with other existing or proposed Improvements; location with respect to topography and existing surroundings, setbacks, finish grade elevations, access, drainage and planting; and general aesthetics.

5.5 Special Exceptions. The Committee, in its sole discretion, may grant a special exception to the restrictions set forth in Article IV, or the standards set forth in this Article V where literal application would cause undue hardship, or where the granting of such special exception would not be incompatible with the basic concept of the Subdivision. Without limiting the generality of the foregoing, the Committee may allow alteration to pre-approved designs, substitution of one designated pre-approved design for another, and the addition of additional designs/models to the current pre-approved designs (provided such additional designs are consistent with the Craftman style of current designs).

0000222

ARTICLE VI

RESERVATION OF EASEMENTS

6.1 Developer's Reservation and Right to Grant Easements for Utilities. Developer hereby reserves unto itself and for the Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Outlots for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Village or Racine County may require or that the Board may deem fit and proper for the improvement and benefit of the Subdivision. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the Owners hereby grant to the Developer and/or the Association power of attorney to execute all necessary documents for the creation of such easements on behalf of the Owners.

6.2 Easement for Construction, Access and Maintenance. The Developer hereby reserves for itself and the Association a right of access over, across, and through the Outlots for purposes of: (i) constructing and maintaining Improvements, including without limitation, Landscaping, and amenities as provided for in this Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Declaration.

6.3 Easement for Placement of Advertising Sign. The Developer hereby reserves for itself a right of access over, across, and through the Outlots to place signs advertising the sale of Lots within the Subdivision on the Outlots.

6.4 Easement for Creation of a Park Area, Garden and/or Gazebo. The Developer hereby reserves for itself and for the Association the right to create and maintain a park, garden and/or gazebo on any of the Outlots. This reservation of easement rights shall include the right to build and maintain Improvements consistent with the use of the Outlot or Outlots as a park, garden or gazebo. This paragraph shall not be construed to require the Developer or the Association to create or maintain any park, garden or gazebo.

6.5 Easements to Run with the Land. All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of the Developer and the Association.

0000223

ARTICLE VII

ASSOCIATION

7.1 **Membership.** Every Owner shall be a member of the Association. Membership shall be appurtenant to ownership of a particular Lot within the Subdivision.

7.2 **Bylaws of the Association.** The operation, administration, beautification, maintenance, insurance and use of the Outlots of the Subdivision shall be governed by the Association, subject to its the Bylaws. Every Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto in the use of the Outlots.

7.3 **Rules and Regulations.** Each Owner shall have the right to use and enjoy the Outlots in common with all other Owners, subject to the Bylaws and Rules and Regulations. The Association may adopt such Rules and Regulations as it deems advisable for the use of the Outlots. Written notice of such Rules and Regulations shall be given to all Owners. The Rules and Regulations may be amended by the affirmative vote of no less than two-thirds ($\frac{2}{3}$) of the members of the Association. No Owner may store personal property on any Outlot.

7.4 **Initial Officers/Directors.** The initial Officers/Directors of the Association shall continue to serve until such time as provided in the Bylaws.

7.5 **Assessments.** The Association, by action of the Association's Board, and subject to the Board's duty to submit a budget to the members for approval, shall have the right to assess the Owners and their Lots for costs relating to:

(a) The administration, improvement, insurance, maintenance, upkeep and repair of the Outlots owned by the Association and for costs relating to the establishment of reserves for repair and replacement of the same.

(b) For any other costs incurred by the Association during the course of its functioning and operation including, but not limited to, costs and expenses incurred by the Association in the enforcement of this Declaration against Owners including reasonable attorneys' fees incurred by the Association in connection with such enforcement.

7.6 **Percentage Interests.** Each Owner and their Lot shall be charged with assessments in proportion to the Percentage Interest attributable to each such Lot. The Association may not assess, collect or enforce the collection of charges and/or assessments against any Lot held by the Developer until such time as an occupancy permit is issued with respect to each Lot. For purposes of determining the Percentage Interest of each Owner for assessment purposes under this subparagraph 7.6, the fraction set forth in subparagraph 1.15 shall be replaced by a fraction the numerator of which is the number "one", and the denominator of which is the total number of Lots

0000224

within the Subdivision, less the number of such Lots exempted from assessment by the previous sentence.

7.7 Collection of Assessments. The right to collect or enforce the collection of charges, fines and/or assessments made by the Association is hereby delegated exclusively to the Association.

All charges and/or assessments which are not paid within thirty (30) days of when due, shall bear interest at the rate of one (1%) percent per month until paid in full. Additionally, the Association may: (i) impose and/or levy such other fees, charges, and assessments as the Association may from time to time elect, against the Owner for the purpose of obtaining compliance with the duties and obligations imposed upon the Owners by this Declaration, the Bylaws or the Rules and Regulations of the Association; and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens on the Lots of the Owners for the purpose of obtaining payment of the same. The Association shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Association and/or for any other remedy deemed appropriate by the Association. In addition to any of the foregoing, each delinquent Owner shall be personally (jointly and severally) liable to the Association for any such delinquent amount due, and, without any limitation on availing itself of any other actions or remedies allowed herein or by law, the Association may seek and obtain a personal money judgment against each such Owner for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amounts the Association may be entitled to recover, the Association shall also be entitled to recover, whether by legal action and/or by further assessment against the delinquent Owner and/or by a lien on the delinquent Owner's Lot all reasonable attorneys' fees incurred by the Association regarding such delinquency.

ARTICLE VIII

SALE OR OTHER ALIENATION

8.1 Responsibility of Transferees for Unpaid Assessments. The liability for unpaid assessments shall run with any Lot. Upon transfer of a Lot, the transferee of the Lot shall be jointly and severally liable with the transferor for all unpaid assessments against the Lot up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Owner or prospective Owner shall, upon request, be entitled to a statement: (1) from the Board of Directors setting forth the amount of the unpaid assessments against the transferor and due to the Association. No such transferee shall be liable for, nor shall the Lot conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount set forth in their statements. The Association shall have the right to charge a reasonable fee for such statements.

0000225
8.2 **Covenants to Run with Land.** Each grantee of the Developer, and each grantee's successors and assigns, by the acceptance of a deed of conveyance, or each purchaser under any Land Contract or contract for any deed of conveyance, and each such purchaser's successors and assigns, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, which shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE IX

OWNER MAINTENANCE

9.1 **Subdivision Lots.** Each Owner of a Lot shall maintain such Owner's Lot at the owner's sole expense. All buildings and Landscaping shall be kept in good repair and a clean condition, including, without limitation, the mowing of lawns, trimming of plants, stewardship of (indigenous) native plants and vegetation types, repainting and repair of structures, removal of snow and ice from drive and walk areas, repair and/or replacement of drive and walk surfaces and such other measures so as to maintain a clean and orderly environment within the Subdivision in accordance with the general purpose of this Declaration. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on a Lot, except in sanitary containers with no undue accumulation permitted. Each Lot Owner shall at its own expense keep the portion of such walkways adjacent to the Owner's Lot, free of snow and ice.

9.2 **Outlot Maintenance.** The Subdivision contains several Outlots. The maintenance of the Outlots shall be the responsibility of the Association. The Outlots shall be maintained in perpetuity by the Association as required by the Village of Mt. Pleasant, Racine County, Wisconsin. Ownership of all Outlots shall be vested in the Association.

ARTICLE X

ENFORCEMENT

10.1 **Rights of Association.** The Association and, subject to the requirements set forth below in paragraph 10.2, the individual Owners shall have the right to enforce all matters set forth in this Declaration including, without limitation, matters with respect to: (i) the use or improvement of the Lots; (ii) the use of the Outlots; (iii) the violation of any Bylaw or Rule and Regulation; (iv) orders of the Committee with

0000226

respect to Architectural Control; and (v) any order of the Association issued to enforce the above. In exercising its enforcement rights, the Association shall have the right:

(i) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and

(ii) To take any action set forth in paragraph 7.7 above; and

(iii) To levy a daily fine against the Owner. Prior to the levy of any such fine, the Owner shall be given written notice by the Association of the alleged violation and ten (10) days in which to cure such violation. Thereafter, and provided the Owner has failed to cure, or in the event of violations or other matters not susceptible to cure in such time, the Owner has failed to commence and diligently continue to completion such cure, the Association may assess such Owner a fine not to exceed One Hundred and no/00 (\$100.00) Dollars per day which shall be retroactive back to the date of the Association's notice to the Owner.

10.2 Rights of Aggrieved Owners. Any Owner aggrieved with respect to an occurrence on another of the Lots which is alleged to violate this Declaration, the Bylaws, or the Rules and Regulations shall have the right to petition the Association with respect to matters over which it is granted enforcement powers pursuant to subparagraph 10.1 to redress such violation. From the date of filing such petition, the Association shall have thirty (30) days in which to consider whether to seek to enjoin the alleged violation, recover damages from the alleged violator, or both. In the event the Association denies the petition or otherwise fails to act thereon to the satisfaction of the petitioner, upon the expiration of such thirty (30) day period, the petitioner shall thereafter have the right to seek to enforce this Declaration, the Bylaws, or the Rules and Regulations by proceedings at law or equity against the person or persons alleged to be in violation thereof, and to seek either to have such violation enjoined or to recover damages, or both. The forgoing right is subject to such Owner commencing proceedings within sixty (60) days from the earlier of the date of the Association's denial of the petition or the expiration of the thirty (30) day consideration period, whichever is applicable. Neither the Association nor its Officers/Directors shall be subject to any liability for its actions or its failure to act with respect to any such matter. Damages collected by the Association, if any, shall be distributed, first to pay for cost of enforcement, and secondly, to the Owners damaged by the violation pro rata.

10.3 Costs and Expenses. The Association and any aggrieved Owner shall be entitled to recover against the offending Owner all costs of any enforcement action taken pursuant to this Article X, including attorneys' fees and costs of litigation/alternative dispute resolution as incurred in such enforcement. Each remedy set forth in this Declaration, shall be in addition to all other rights and remedies available in law or equity. All remedies shall be cumulative and the Association's or aggrieved Owner's election of one remedy shall not constitute a waiver of any other. Any forbearance or failure of the Association to exercise any right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver shall be obtained from the Association.

0000227

ARTICLE XI

MISCELLANEOUS

11.1 Amendments to Declaration. Any provision of this Declaration may be amended with the express written consent of the Owners who collectively own at least seventy-five (75%) percent of the Lots within the Subdivision and where applicable, the mortgagee of said Lots. Any amendment shall be effective when it is recorded in the office of the Register of Deeds for Racine County, Wisconsin. The signature of the president and the secretary of the Association on such recorded amendment shall be deemed a certification by such officers that the proper consent to such amendment has been obtained.

ARTICLES IV, VI, IX, X AND XI MAY NOT BE AMENDED, MOTIFIED OR SUPPLEMENTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE VILLAGE OF MT. PLEASANT PLANNING COMMITTEE.

11.2 Acceptance. Each Owner by his or her signature hereon shall be deemed to have approved and consented to be bound by this Declaration and all terms, conditions and covenants as contained herein, which shall run with the land and be binding on heirs, successors and assigns.

11.3 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot.

11.4 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

11.5 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of providing a uniform plan for the operation and maintenance of a first-class residential subdivision.

0000229

EXHIBIT "A"
REAL ESTATE

0000230

LEGAL DESCRIPTION

Being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, more particularly described as follows:

Commencing at the Northeast corner of the Southeast $\frac{1}{4}$ of said Section 9; thence N89°35'50"W along the north line of said $\frac{1}{4}$ section 263.56 feet to the point of beginning; thence S02°07'40"E 149.32 feet; thence S86°10'45"W 425.20 feet; thence S86°27'52"W 85.03 feet; thence S87°44'20"W 85.00 feet; thence S89°05'52"W 85.02 feet; thence N89°32'34"W 85.09 feet; thence N88°10'54"W 85.20 feet; thence N02°07'40"W 168.11 feet to a point on the centerline of the 66 foot wide right-of-way of Old Spring Street; thence S87°30'42"E along said centerline 3.34 feet to a point of curvature; thence Northeasterly 391.09 feet along said centerline and the arc of a curve to the left, having a radius of 3,551.64 feet, and whose chord bears N89°20'01"E a distance of 390.89 feet; thence N86°10'45"E along said centerline 456.09 feet; thence S02°07'40"E 18.69 feet, to the point of beginning.

0000231 EXHIBIT "B"

ADDITIONAL REAL ESTATE

0000232

**LEGAL DESCRIPTION FOR
HEARTLAND VILLAGE ADDITION NO.1
VILLAGE OF MOUNT PLEASANT
RACINE COUNTY, WISCONSIN**

Being all that part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 9, Town 5 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said Southeast Quarter (SE ¼), being marked by a concrete monument with a brass cap, also being the point of beginning of the following described lands; thence N 89° 36' 38" W along the south line of said Southeast Quarter (SE ¼) for a distance of 980.44 feet to a point; thence N 45° 04' 48" W for a distance of 61.31 feet to a point; thence N 00° 23' 22" E for a distance of 126.61 feet to a point; thence N 50° 09' 41" W for a distance of 160.46 feet to a point; thence S 39° 30' 05" W for a distance of 110.03 feet to a point; thence N 50° 10' 00" W for a distance of 241.57 feet to a point; thence N 39° 30' 05" E for a distance of 110.06 feet to a point; thence N 50° 09' 41" W for a distance of 113.85 feet to a point of curvature; thence northwesterly along the arc of a curve to the east having a radius of 333.00 feet for a distance of 6.32 feet and whose chord bears N 49° 37' 04" W for a distance of 6.32 feet to a point; thence S 61° 11' 51" W for a distance of 127.02 feet to a point; thence N 28° 34' 12" W for a distance of 355.50 feet to a point on a curve; thence southwesterly along the arc of a curve to the south having a radius of 561.61 feet for a distance of 128.58 feet and whose chord bears S 47° 46' 32" W for a distance of 128.30 feet to a point; thence S 41° 13' 00" W for a distance of 100.00 feet to a point of curvature; thence southwesterly along the arc of a curve to the north having a radius of 595.99 feet for a distance of 488.82 feet and whose chord bears S 64° 42' 48" W for a distance of 475.23 feet to a point; thence S 88° 12' 35" W for a distance of 379.27 feet to a point on the west line of said Southeast Quarter (SE ¼); thence N 01° 47' 24" W along said west line for a distance of 215.91 feet to a point; thence S 89° 36' 38" E for a distance of 470.00 feet to a point; thence N 01° 47' 24" W for a distance of 277.62 feet to a point; thence N 89° 36' 38" W for a distance of 470.00 feet to a point on the west line of said Southeast Quarter (SE ¼); thence N 01° 47' 24" W along said west line for a distance of 66.62 feet to a point; thence S 89° 36' 38" E for a distance of 258.00 feet to a point; thence N 01° 47' 24" W for a distance of 268.00 feet to a point; thence S 89° 36' 38" E for a distance of 657.61 feet to a point; thence N 01° 47' 24" W for a distance of 1442.42 feet to a point on the north line of said Southeast Quarter (SE ¼); thence S 89° 35' 50" E along said north line for a distance of 126.29 feet to a point on the southerly right-of-way line of Old Spring Street; thence continuing S 89° 35' 50" E along said north line for a distance of 126.43 feet to a point of curvature; thence easterly along the arc of a curve to the north having a radius of 568.30 feet for a distance of 51.27 feet and whose chord bears S 83° 07' 39" E for a distance of 51.26 feet to a point; thence S 85° 42' 43" E for a distance of 73.61 feet to a point of curvature; thence easterly along the arc of a curve to the north having a radius of 5,157.63 feet for a distance of 162.01 feet and whose chord bears S 86° 36' 43" E for a distance of 162.00

0000233

feet to a point; thence S 87° 30' 42" E for a distance of 80.06 feet to a point; thence S 02° 07' 40" E for a distance of 168.11 feet to a point; thence S 88° 10' 54" E for a distance of 85.20 feet to a point; thence S 89° 32' 34" E for a distance of 85.09 feet to a point; thence N 89° 05' 52" E for a distance of 85.02 feet to a point; thence N 87° 44' 20" E for a distance of 85.00 feet to a point; thence N 86° 27' 52" E for a distance of 85.03 feet to a point; thence N 86° 10' 45" E for a distance of 425.19 feet to a point; thence N 02° 07' 40" W for a distance of 149.32 to a point on the north line of said Southeast Quarter (SE ¼); thence continuing N 02° 07' 40" W for a distance of 18.69 feet to a point; thence N 86° 10' 45" E for a distance of 263.42 feet to a point; thence S 02° 07' 40" E for a distance of 38.11 feet to the northeast corner of said Southeast Quarter (SE ¼), being marked by a concrete monument with a brass cap; thence continuing S 02° 07' 40" E along the east line of said Southeast Quarter (SE ¼) 2,638.88 feet to the southeast corner of said Southeast Quarter (SE ¼) and the point of beginning, excepting those lands being a part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼), Southwest Quarter (SW ¼) and the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 9, Town 5 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin, bounded and described as follows: commencing at the southeast corner of said Southeast Quarter (SE ¼), being marked by a concrete monument with a brass cap; thence N 02° 07' 40" W along the east line of said Southeast Quarter (SE ¼) for a distance of 1,960.65 feet to a point; thence S 88° 05' 19" W for a distance of 263.42 feet to a point; thence S 87° 05' 42" W for a distance of 66.01 feet to a point; thence S 86° 07' 39" W for a distance of 325.15 feet to a point; thence S 86° 46' 04" W for a distance of 66.02 feet to the point of beginning of the following described lands; thence N 02° 07' 40" W for a distance of 202.04 feet to a point; thence S 89° 51' 31" E for a distance of 499.42 feet to a point; thence N 85° 44' 08 W for a distance of 330.11 feet to a point; thence S 01° 47' 24" E for a distance of 950.11 feet to a point of curvature; thence southerly along the arc of a curve to the east having a radius of 500.00 feet for a distance of 131.93 feet and whose chord bears S 09° 20' 56" E for a distance of 131.55 feet to a point; thence S 16° 54' 29" E for a distance of 159.65 feet to a point on a curve; thence easterly along the arc of a curve to the south having a radius of 627.61 feet for a distance of 189.92 feet and whose chord bears N 84° 32' 28" E for a distance of 189.19 feet to a point; thence S 86° 47' 24" E for a distance of 100.00 feet to a point of curvature; thence easterly along the arc of a curve to the north having a radius of 1,046.10 feet for a distance of 383.41 feet and whose chord bears N 82° 42' 36" E for a distance of 381.27 feet to a point; thence N 72° 12' 36" E for a distance of 100.00 feet to a point of curvature; thence easterly along the arc of a curve to the south having a radius of 1,480.48 feet for a distance of 11.48 feet and whose chord bears N 72° 25' 56" E for a distance of 11.48 feet to a point; thence N 02° 07' 40" W for a distance of 912.81 feet to the point of beginning. Containing 3,650,720 square feet (83.809 acres) of land, more or less.

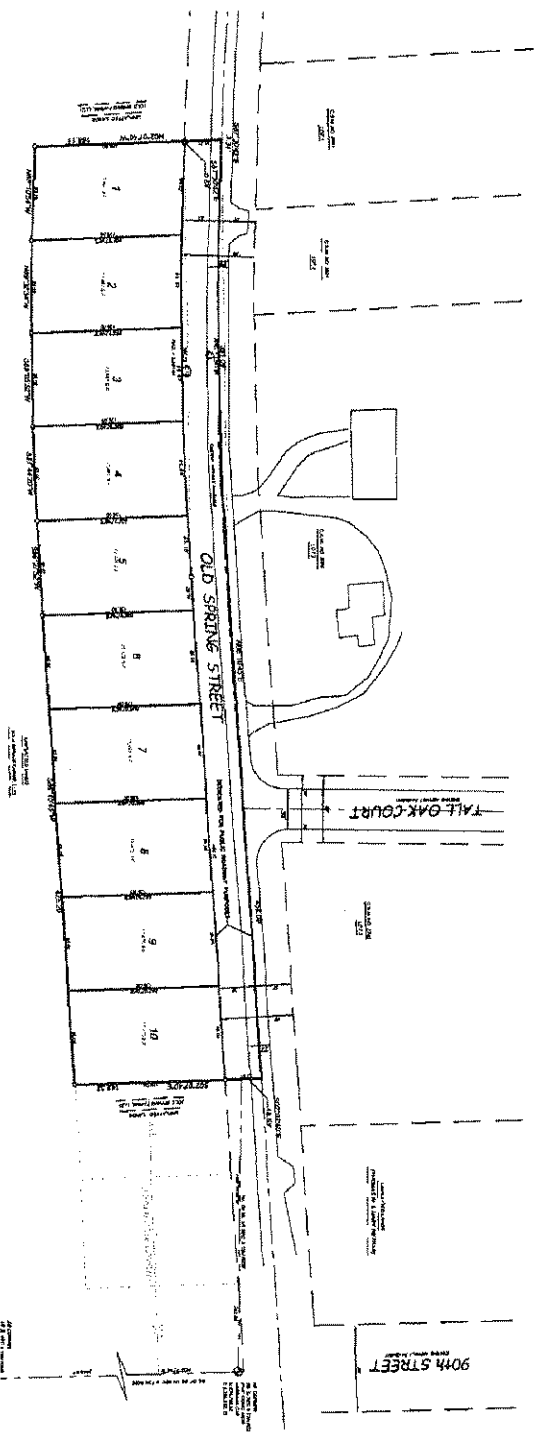
Prepared By: Thomas S. Wolf, P.E.
Key Engineering Group, Ltd.
January 13, 2006

000023 EXHIBIT "C"

SUBDIVISION PLAT

0000235

FINAL PLAT
OF
HEARTLAND VILLAGE
BEING A PART OF THE NE 1/4, OF THE SE 1/4, OF SECTION 9, T24N, R22E,
IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY,
WISCONSIN



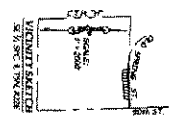
LEGEND
 O 2.375" OD x 30" IRON PIPE 3.65 LBS./LIN. FT., SET
 AS OTHER LOTS Owners
 1.315" OD x 24" IRON PIPE 1.88 LBS./LIN. FT., SET

LOT	OWNER	AREA (SQ. FT.)	AREA (AC.)
1	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
2	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
3	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
4	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
5	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
6	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
7	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
8	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
9	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296
10	JOHN HELDING, PRESIDENT LEGACY DEVELOPMENT COMPANY 8809 INDUSTRIAL DRIVE FRANKSVILLE, WI 53126	10,000	0.2296

SUBDIVIDER:
 JOHN HELDING, PRESIDENT
 LEGACY DEVELOPMENT COMPANY
 8809 INDUSTRIAL DRIVE
 FRANKSVILLE, WI 53126

OWNER:
 JOHN HELDING, PRESIDENT
 LEGACY DEVELOPMENT COMPANY
 8809 INDUSTRIAL DRIVE
 FRANKSVILLE, WI 53126

SURVEYOR:
 FRANK M. HEARY, R.L.S.
 MET ENGINEERING GROUP, LTD.
 141 WILKINSON, WISCONSIN 53002



BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SEC. 9, T24N, R22E ASSUMED TO BEAR N 89°55'00" W
 DATED: OCTOBER 25, 2003

0000236

FINAL PLAN
OF
HEARLAND VILLAGE
BEING A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 3, T2N, R22E
IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY,
WISCONSIN

STATE OF WISCONSIN,
COUNTY OF RACINE

I, FRANK W. HADLEY, a registered land surveyor, hereby certify that I have examined the above described plat and find that it conforms to the requirements of the laws of this State in all respects.

WITNESSED my hand and the seal of my office this 23rd day of October, 2008.

FRANK W. HADLEY, Registered Land Surveyor, No. 10000, State of Wisconsin, Racine County, Wisconsin.

NOTED AND CORRECTED: I, the undersigned, being a duly qualified and sworn justice of the peace in and for the County of Racine, State of Wisconsin, do hereby certify that the above described plat conforms to the requirements of the laws of this State in all respects.

DATE: 2008

REGISTERED LAND SURVEYOR'S OFFICE

DEPARTMENT OF REVENUE, DIVISION OF REGISTERED PROFESSIONALS
DIVISION OF REGISTERED PROFESSIONALS, A CORPORATION HAS RECEIVED THE ABOVE DESCRIBED PLAN AND IS HEREBY CERTIFYING THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAWS OF THIS STATE IN ALL RESPECTS AND THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAWS OF THIS STATE IN ALL RESPECTS.

STATE OF WISCONSIN,
COUNTY OF RACINE

I, FRANK W. HADLEY, a registered land surveyor, hereby certify that I have examined the above described plat and find that it conforms to the requirements of the laws of this State in all respects.

WITNESSED my hand and the seal of my office this 23rd day of October, 2008.

FRANK W. HADLEY, Registered Land Surveyor, No. 10000, State of Wisconsin, Racine County, Wisconsin.

DEPARTMENT OF REVENUE, DIVISION OF REGISTERED PROFESSIONALS
DIVISION OF REGISTERED PROFESSIONALS, A CORPORATION HAS RECEIVED THE ABOVE DESCRIBED PLAN AND IS HEREBY CERTIFYING THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAWS OF THIS STATE IN ALL RESPECTS AND THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAWS OF THIS STATE IN ALL RESPECTS.

STATE OF WISCONSIN,
COUNTY OF RACINE

I, FRANK W. HADLEY, a registered land surveyor, hereby certify that I have examined the above described plat and find that it conforms to the requirements of the laws of this State in all respects.

WITNESSED my hand and the seal of my office this 23rd day of October, 2008.

FRANK W. HADLEY, Registered Land Surveyor, No. 10000, State of Wisconsin, Racine County, Wisconsin.

STATE OF WISCONSIN,
COUNTY OF RACINE

I, FRANK W. HADLEY, a registered land surveyor, hereby certify that I have examined the above described plat and find that it conforms to the requirements of the laws of this State in all respects.

WITNESSED my hand and the seal of my office this 23rd day of October, 2008.

FRANK W. HADLEY, Registered Land Surveyor, No. 10000, State of Wisconsin, Racine County, Wisconsin.

STATE OF WISCONSIN,
COUNTY OF RACINE

I, FRANK W. HADLEY, a registered land surveyor, hereby certify that I have examined the above described plat and find that it conforms to the requirements of the laws of this State in all respects.

WITNESSED my hand and the seal of my office this 23rd day of October, 2008.

FRANK W. HADLEY, Registered Land Surveyor, No. 10000, State of Wisconsin, Racine County, Wisconsin.

DEPARTMENT OF REVENUE, DIVISION OF REGISTERED PROFESSIONALS
DIVISION OF REGISTERED PROFESSIONALS, A CORPORATION HAS RECEIVED THE ABOVE DESCRIBED PLAN AND IS HEREBY CERTIFYING THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAWS OF THIS STATE IN ALL RESPECTS AND THAT THE PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE LAWS OF THIS STATE IN ALL RESPECTS.

DATE: OCTOBER 23, 2008

0000237
EXHIBIT "D"

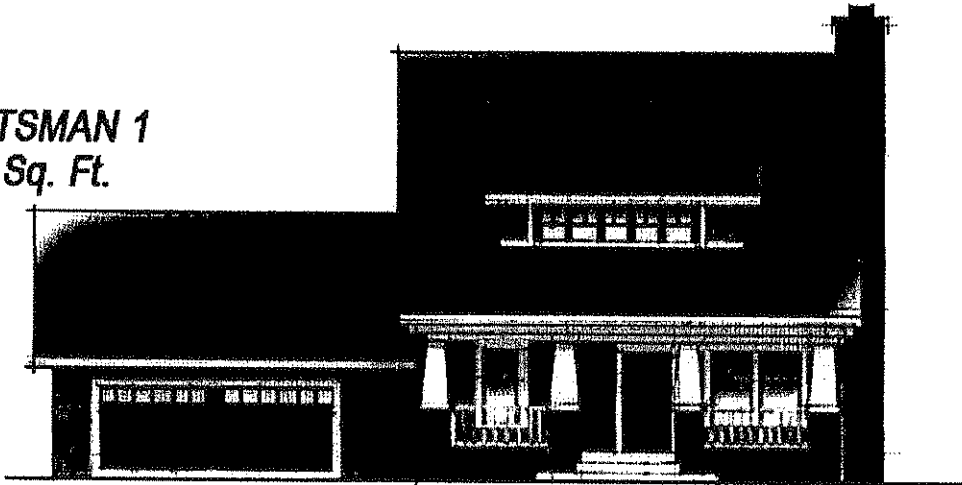
PRE-APPROVED DESIGNS

0000238

ARTS & CRAFTS
2,214 Sq. Ft.



CRAFTSMAN 1
1,702. Sq. Ft.

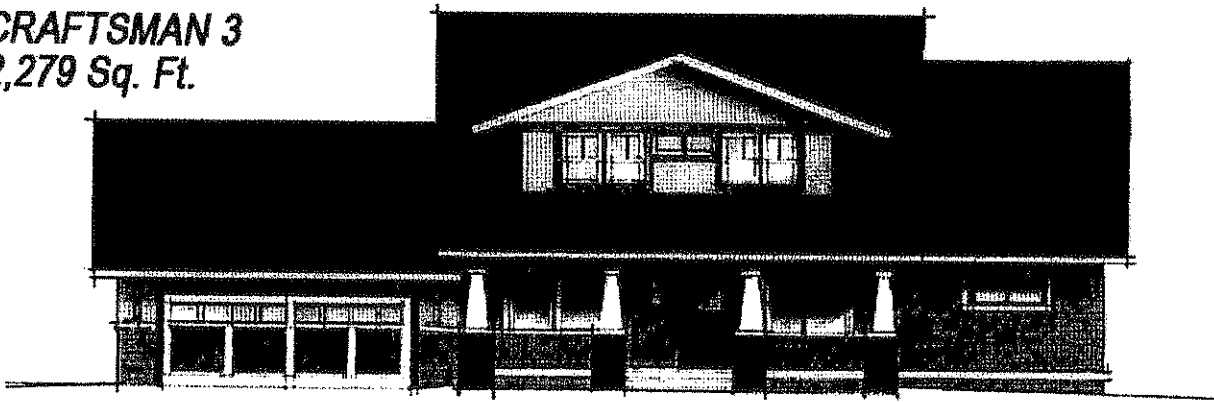


CRAFTSMAN 2
1,500 Sq. Ft.



0000239

CRAFTSMAN 3
2,279 Sq. Ft.



CRAFTSMAN 4
1,500 Sq. Ft.



CRAFTSMAN 5
1,702 Sq. Ft.



0000240

RANCH 1
1,530 Sq. Ft.



RANCH 2
1,830 Sq. Ft.

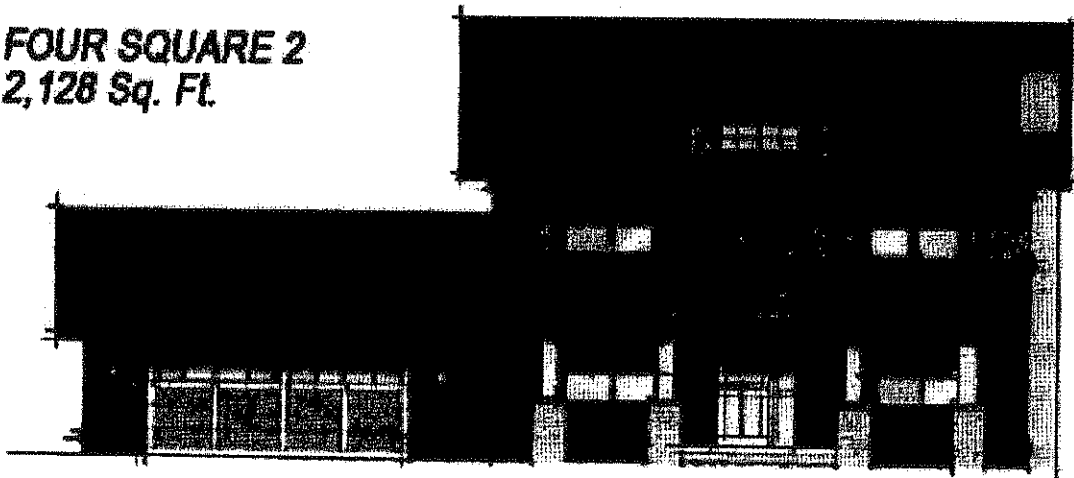


0000241

FOUR SQUARE 1
2,128 Sq. Ft.



FOUR SQUARE 2
2,128 Sq. Ft.



FOUR SQUARE
PRARIE STYLE
2,294 Sq. Ft.



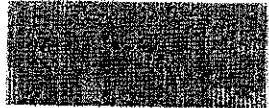
0000242

EXHIBIT "E"
COLOR PALETTES

0000243



SW 6267 - Sensitive Tint



SW 6239 - Upward



SW 6227 - Meditative



SW 6228 - Refuge



SW 6278 - Cloak Gray



SW 6153 - Protege Bronze

COLOR PALETTE 1



SW 6540 - Starry Night



SW 6527 - Blissful Blue



SW 6809 - Lobelia



SW 6516 - Down Pour



SW 6254 - Lazy Gray



SW 6523 - Denim

COLOR PALETTE 2



SW 7006 - Extra White



SW 6260 - Unique Gray



SW 6262 - Mysterious Mauve



SW 6264 - Midnight



SW 6286 - Mature Grape



SW 6257 - Gibraltar

COLOR PALETTE 3

SW 7008 - Alabaster



SW 7009 - Pearly White



SW 6072 - Versatile Gray



SW 6074 - Spalding Gray



SW 6075 - Garret Gray



SW 6256 - Serious Gray

COLOR PALETTE 4

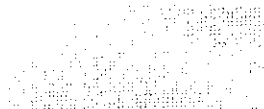
0000244



SW 7006 - Extra White



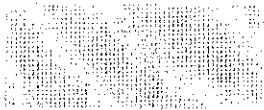
SW 6077 - Everyday White



SW 6540 - Starry Night



SW 7006 - Extra White



SW 6007 - Smart White



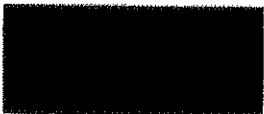
SW 6113 - Interactive Cream



SW 6527 - Blissful Blue



SW 6546 - Cloud Nine



SW 6108 - Latte



SW 6053 - Reddened Earth



SW 6500 - Open Seas



SW 6351 - Sweet Orange



SW 6215 - Rocky River



SW 6306 - Cordial



SW 6502 - Loch Blue



SW 2804 - Renwick Rose Beige



SW 6026 - River Rouge



SW 6215 - Rocky River



SW 6026 - River Rouge



SW 6089 - Grounded



SW 6227 - Meditative



SW 6082 - Cobble Brown



SW 6277 - Special Gray



SW 6258 - Tricom Black

COLOR PALETTE 5

COLOR PALETTE 6

COLOR PALETTE 7

COLOR PALETTE 8

0000245

EXHIBIT "F"

SALT-TOLERANT TREE LIST

0000246

EXHIBIT
Salt Tolerant Trees

1. Acer Platanoides – Norway Maple
2. Acer Saccharum – Sugar Maple
3. Betula – Birch
4. Cratoegus Crus-Galli – Thornless Hawthorn
5. Fraxinus Americana – White Ash
6. Fraxinus Pennsylvanica – Green Ash
7. Gleditsia Triacanthos Var. Inermis – Thornless Honey Locust
8. Larix Decidua – European Larch
9. Malus – Fruitless Flowering Crabs
10. Syringa Reticulata – Japanese Tree Lilac