

**ADOPTION AGREEMENT OF THE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

DOC # 2113475
Recorded
DEC. 15, 2006 AT 03:18PM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$117.00



Adoption Agreement of the Declaration of Covenants, Conditions and
Restrictions regarding Heartland Village Addition No. 1 Subdivision, Village of
Mt. Pleasant, Racine County, Wisconsin.

HEARTLAND VILLAGE ADD #1

FROM
PT 151-03-22-09-003-002 & PT 151-03-22-10-094-040

TO

LOT#	PARCEL#
11	151-03-22-09-003-110
12	-120
13	130
14	140
15	150
16	160
17	170
18	180
19	190
20	151-03-22-09-003-200
21	210
22	220
23	230
24	240
25	250
26	260
27	270
28	280
29	290
30	151-03-22-09-003-300
31	310
32	320
33	330
34	340
35	350
36	360
37	370
38	380
39	390
40	151-03-22-09-003-400
41	410
42	420
43	430
44	440
45	450

LOT#	
46	460
47	470
48	480
49	490
50	151-03-22-09-003-500
51	510
52	520
53	530
54	540
55	151-03-22-09-003-550
56	151-03-22-09-003-560
57	570
58	580
59	590
60	151-03-22-09-003-600

061 151-03-22-09-003-610
062 151-03-22-09-003-620
063 151-03-22-09-003-630

Name and Return Address
Mr. John Holding
c/o Old Spring Farms, LLC.
8609 Industrial Drive
Franksville, WI 53126

115.00

Parcel Identification Number (PIN)

**ADOPTION AGREEMENT OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HEARTLAND VILLAGE ADDITION NO. 1 SUBDIVISION**

This Declaration of **Heartland Village Addition No. 1** is made by the undersigned, **Old Spring Farms, LLC**, a Wisconsin limited liability company (the "Developer") on this 14th day of December, 2006.

Developer, as owner of the property described on **Exhibit "X"** (the "Real Estate"), acting with the consent of the Village of Mt. Pleasant, Racine County, Wisconsin (the "Village"), desires to impose and adopt these restrictions for the purpose of articulating a uniform set of standards for the development and maintenance of Heartland Village Addition No. 1, and the entire area commonly known as Heartland Village Subdivision, in the Village of Mt. Pleasant.

RECITALS


1. Developer has received approval from the Village of Mt. Pleasant for the platting of Heartland Village Addition No. 1 ("Addition No. 1").
2. Addition No. 1 is upon land identified in the Covenants, Conditions and Restrictions for Heartland Village Subdivision ("Master Restrictive Covenants") as "Additional Real Estate" as that term is defined in those restrictions.
3. Developer desires to foster a single community to be known as Heartland Village Subdivision and as such create only one set of Covenants, Conditions and Restrictions and one Association for all Additions to Heartland Village.
4. Each lot owner in this Addition No. 1 and all other Additions as that term is defined in the Master Restrictive Covenants will be an "Owner", as that term is defined in the Master Restrictive Covenants, with the same obligations, benefits and burdens as an Owner of Heartland Village.
5. Developer hereby declares, imposes and restricts the Real Estate as follows:

ADOPTION

1. Attached hereto as **Exhibit "Z"** and incorporated herein by reference are the Master Restrictive Covenants and Restated Declaration of Covenants, Conditions and Restrictions for Heartland Village Subdivision.
2. Developer hereby adopts said Master Restrictive Covenants as the Declaration of Covenants, Conditions and Restrictions for Heartland Village Subdivision Addition No. 1, as may be amended from time to time.

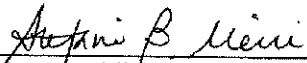
IN WITNESS WHEREOF, the Developer has caused this Adoption Agreement to be executed as set forth herein.

OLD SPRING FARMS, LLC

By: 
John Holding, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me, this 14th day of December, 2006, John Holding known to be the persons who executed the foregoing instrument on behalf of the limited liability company.


Notary Public, State of Wisconsin
My Commission: is permanent.

This document was drafted by:
Attorney Michael D. Bannon
DeMark, Kolbe & Brodek, S.C.
6216 Washington Avenue
P.O. Box 085009
Racine, WI 53408

DOC # 2113084

Recorded

DEC. 12, 2006 AT 03:20PM

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$85.00



Amended and Restated Declaration of Covenants, Conditions and Restrictions
Regarding Heartland Village Subdivision, Village of Mt. Pleasant, Racine County,
Wisconsin.

Name and Return Address

Mr. John Holding
c/o Old Spring Farms, LLC.
8609 Industrial Drive
Franksville, WI 53126

85-

151-03-22-09-003-010

151-03-22-09-003-020

151-03-22-09-003-030

151-03-22-09-003-040

151-03-22-09-003-050

151-03-22-09-003-060

151-03-22-09-003-070

151-03-22-09-003-080

151-03-22-09-003-090

151-03-22-09-003-100

Parcel Identification Number (PIN)

**AMENDED AND RESTATED
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 5th day of December, 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 to expand Heartland Village on the Additional Real Estate in multiple additions but desires to foster a single community and as such create only one set of covenants, conditions and restrictions and one homeowners association.
4. At the time each addition is platted, the Developer will subject the lots in each addition to these Covenants, Conditions and Restrictions, and will file an adoption agreement to this Declaration accomplishing this task.
5. Each lot owner in each addition which is subjected to this Declaration will be an "Owner" as that term is defined herein with the same obligations, benefits and burdens as an Owner of Heartland Village.
6. Developer hereby declares, imposes and restricts the Real Estate as follows:

**ARTICLE I
DEFINITIONS**

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

- 1.1 **Addition**. That portion of the Additional Real Estate which Developer plats and subjects to this Declaration.

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

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

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

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

1.6 **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.

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

1.8 **Lot.** A portion of the Real Estate identified as a lot on the recorded Plat.

1.9 **Outlots.** Those areas shown on the Plat (including on the plat of each Addition to Heartland Village made subject to these restrictions pursuant paragraph 2.1) including, without limitation, ponds and green space.

1.10 **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".

1.11 **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.

1.12 **Plat.** The plat of subdivision attached hereto as **Exhibit "C"** and incorporated herein by reference, and the subsequent plats for Heartland Village Addition(s) which may be subjected to this Declaration pursuant to paragraph 2.1.

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

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

1.15 **Subdivision.** The Real Estate and Improvements constructed thereon, and each Addition which is later made subject to these restrictions pursuant paragraph 2.1 (and any Improvements thereon), 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.

1.16 **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.

1.17 **Village.** Village of Mt. Pleasant, Racine County, Wisconsin

ARTICLE II PHASED DEVELOPMENT

2.1 **General.** The Subdivision will be developed in multiple Additions, each of which shall be subject to the terms and conditions of this Declaration. The Developer shall, contemporaneously with recording the plat for each Addition of Heartland Village, record an adoption agreement subjecting the platted land to this Declaration (Pursuant to Developers reserved right set forth in paragraph 6.5 herein). 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. **Developer's rights under this provision shall supersede the amendatory provisions of paragraph 11.1 and such amendment and adoption agreement 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 adoption agreement.**

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.

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.

3.3 **Outlots.** All Outlots may be used by any owner or their invited guests for the enjoyment or recreation as deemed appropriate by the Association within the guidelines of the uses as approved by the Village Planning Commission.

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, subject to the consent of Village of Mt. Pleasant Planning Commission, 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. By way of example and without limiting the foregoing, aluminum and vinyl siding are strictly prohibited.

4.3 **Exterior Colors.** The exterior colors of each Single-family Residence shall generally be limited to those colors identified 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. The Architectural Control Committee, for good cause, may in the use of their discretion vary from the Color Palette as long as doing so is not inconsistent with the intent of this paragraph and these restrictions.

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. 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. Brick, colored concrete, stamped concrete, asphalt or any non-typical

- paving material is not allowed in the Village right-of-way. All driveways shall be concrete between the sidewalk and curb of the public street.

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 from adjacent Lots.

4.7 Fences. Fences shall not exceed 42 inches in height unless a Lot contains a below ground swimming pool, spa or hot tub, and additional fence height is required by state or local ordinances. No fence shall be closer to the front lot line than the back outside wall of the Single-family Residence. Design and location of all fences must be approved by the Committee prior to installation.

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. The location, design and maintenance of the mailboxes and mailbox post shall be provided in the mail delivery plan. The mail delivery plan shall be approved by the U.S. Postal Service Post Master and the Village staff prior to the issuance of building permits.

4.11 Salt-Tolerant Trees. Each Lot shall have in the front yard or the area between the sidewalk and the boulevard of each Single-family Residence, a salt-tolerant tree from the list attached as **Exhibit "F"** hereto and incorporated herein by reference planted by the Developer at the Developer's expense. Developer shall install said tree upon the earlier of Owner's occupancy of a Single-family Residence or, prior to the final lift of asphalt paving on the street abutting the Lot. The locations of trees approved by the Committee will conform to the requirements of the Village for landscaping the Subdivision. 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. Without limiting the foregoing, aluminum and vinyl siding are prohibited.

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 shall be maintained in perpetuity of their ownership by the Association in accordance with the landscape plan submitted to and approved by the Village as depicted on Exhibit G of the zoning request or as it may be revised with the approval of the Village Planning Commission and a two-thirds (2/3) majority of the Association.

4.15 Front Yard Setbacks. The fronts of all Single-family Residences will be built to preclude the need for variances from Section 90.1001(6) of the Zoning Ordinance (front yard alignment), however, setback requirement does not supercede compliance with Section 90.1001(6) of the Village Zoning Ordinance.

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. Lots 44, 45, 46, 47, 48 and Lot 60 are prohibited vehicular access to 90th Street.

4.17 Refuse Disposal. Refuse will be collected by the Village at such collection points as the Village will from time to time designate. All residents of the Subdivision shall bring refuse to said collection points unless voluntary private refuse collection and disposal is desired.

4.18 Approved Builders. For a period of five (5) years after recording of this Declaration, the only approved builders of homes in the Subdivision shall be Homes by Legacy, LLC and Marquis Construction, LLC, or a builder approved by the Developer. No other builders will be allowed to construct a Single-family Residence within the Subdivision during this time period.

4.19 Stormwater Drainage Pond Maintenance. Located within the Subdivision are Stormwater Drainage ponds. The Association shall maintain at its sole cost and expense said ponds. Said maintenance shall include but is not limited to:

vegetation control, mosquito control, dredging, repair/replacement of inlet and out flow structures. In the event that the Association fails or refuses to maintain said ponds, the Village and/or the Wisconsin Department of Natural Resources may perform any or all maintenance and place the cost for such as a special assessment against each Lot in the Subdivision on a prorate basis.

4.20 Drainage Lands.

(a) **Lot Grading.** Each Owner, at the time of construction of a Single-family Residence, shall be responsible for grading the Lot so as to comply with the Village approved master drainage plan for the Subdivision.

(b) **Ditches.** Each Owners, at the sole cost and expense of that Owner, shall permanently maintain all drainage ditches and swales (hereinafter "Ditches") that are located within the boundaries of that Owner's Lot. Ditches shall be maintained so as to allow the free flow of surface water into, over, across and through the Lot, all pursuant to the approved storm water drainage plan on file with the Village. In the event that the Owner fails or refuses to maintain Ditches located within the boundaries of that Owner's Lot, the Association or the Village may perform any and all needed maintenance and place the cost for such as a special assessment against the Lot.

4.21 Sump Line. The Owners of Lots 59 and 60 of the Subdivision, as shown on **Exhibit "G"**, shall permanently maintain all sump collection lines that are located within the boundaries of that Owner's Lot so as to allow the free flow of storm water through the sump collection lines on their Lot, all pursuant to the approved storm water drainage plan on file with the Village. In the event that the Owner fails or refuses to maintain a sump collection line located within the boundaries of that Owner's Lot, the Association or the Village may perform any and all needed maintenance and place the cost for such as a special assessment against the Lot.

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**

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, 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).

ARTICLE VI
RESERVATION OF DEVELOPER'S RIGHTS

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 private, non-municipal 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. Any use of the Outlots not prescribed herein must be granted by the Village Planning Commission and approved by the majority of the owners having the right to use said areas as defined in this Declaration or as amended.

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.

6.6 Developers Reservation and Right to Subject Additional Real Estate to this Declaration. Developer hereby reserves unto itself the right to subject all or any part of the Additional Real Estate to this Declaration. Developer may do so by filing an Adoption Agreement identifying the real estate which shall be subject to this Declaration with the Racine County Register of Deeds. The Developer currently anticipates, but is not required, to add all of the Additional Real Estate as described on attached Exhibit "B".

Exhibit "G" attached hereto is the proposed design of what will be commonly known as Heartland Village. Said Exhibit is for informational purposes only. Developer's Rights under this section are strictly limited to the Additional Real Estate which must be added within ten (10) years from the date this Restrictive Covenant is recorded with the Racine County Register of Deeds.

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, in accordance with the uses permitted by the Village, and 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 permitted use of the Outlots. Written notice of such Rules and Regulations shall be given to all Owners. With the exception of any rule or regulation relating to the ownership or maintenance of Outlots, 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 1.11 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 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.

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. The Association shall conduct an annual review and report to the Owners regarding the condition of, the conformance with and the needed maintenance of the Outlots to ensure the restoration, use or upkeep of the Outlots is maintained per the approved plans or approved use. 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 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:

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

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

(c) 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.

(d) The Association has the authority to grant, by a simple majority, special temporary use of the open space contained in the Outlots. The Association also has the authority to grant, by three-fourths (3/4) majority, easements to public utilities, or transfer title or open space to a public entity for recreational or other public good use as long as the individual rights of any Owner is not suppressed in their use as compared to the public receiving use under such transfer.

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.

ARTICLE XI MISCELLANEOUS

11.1 Amendments to Declaration. With the exception of any provision relating to the Association's ownership and maintenance of the Outlots or Stormwater Drainage Ponds, 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,
MODIFIED 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.

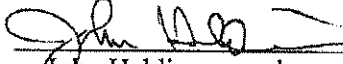
11.4 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court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

11.6 Revocation of All Prior Restrictive Covenants. All prior recorded Restrictive Covenants, Covenants and Conditions are hereby revoked in their entirety and are replaced by this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heartland Village.

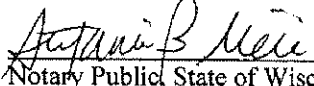
IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed as set forth herein.

OLD SPRING FARMS, LLC

By: 
John Holding, member

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Personally came before me, this 5th day of December, 2006, John Holding to me known to be the persons who executed the foregoing instrument on behalf of the corporation.


Notary Public, State of Wisconsin
My Commission: is permanent


Attorney Micheal D. Bannon
DeMark, Kolbe & Brodek, S.C.
6216 Washington Avenue
P. O. Box 085009
Racine, WI 53408

The Village of Mt. Pleasant hereby consents to the changes contained in these Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heartland Village Subdivision.

VILLAGE OF MT. PLEASANT

By: 
James Henke

DAH LIN-HARRIS HOMES, LLC.

By: 
Michael E. Harris

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me, this 8th day of November, 2006,
Michael E. Harris to me known to be the person who executed the foregoing instrument
on behalf of Dahlin-Harris Homes, LLC.

Christine A. Zisk
My commission expires 4/18/2010

MARQUIS CONSTRUCTION, LLC.

By: 
Pat McCole

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me, this 8th day of November, 2006,
Pat McCole to me known to be the person who executed the foregoing instrument on
behalf of Marquis Construction, LLC.

Christine A. Zisk
My commission expires 4/18/2010