

DOCUMENT NO.

**Declaration of Restrictions and Covenants
Golden Fields Subdivision**

4751634

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 10, 2024 12:14 PM
James R Behrend
Register of Deeds

17 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



**LEGAL DESCRIPTION:
GOLDEN FIELDS SUBDIVISION**

Being a part of the Northeast ¼ of the Southwest ¼ of Section 15, Township 8 North, Range 19 East, in the Village of Sussex, County of Waukesha, State of Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest 1/4 of said Section 15; thence North 89 degrees 57'25" East along the north line of said Southwest ¼, 1326.04 feet to the northeast corner of Polo Fields, a recorded subdivision, and the Point of Beginning;

Thence continuing North 89 degrees 57'25" East along said north line, 659.61 feet to the northwest corner of Stonewood Estates of Sussex II, a recorded subdivision; thence South 00 degrees 10'44" West along the west line of said subdivision, 1321.21 feet; thence South 89 degrees 53'50" West along said Stonewood Estates of Sussex II and then along the north line of Western Oaks Subdivision, a recorded subdivision, 659.44 feet to the monumented southwest corner of the Northeast ¼ of the said Southwest ¼; thence North 00 degrees 10'17" East and then along the east line of Certified Survey Map No. 5654 and then along the east line of the aforesaid Polo Fields, 1321.90 feet to the Point of Beginning.
Containing 871,588 square feet (20.0089 acres) of land.

Address: N74 W24659 Lauren Drive, Lisbon, WI

RETURN TO:
HARTFORD LAND DEVELOPMENT LLC
11600 W. Lincoln Avenue
West Allis, WI 53227

SUXV 0203.993.001
PARCEL IDENTIFICATION NUMBER

**GOLDEN FIELDS
Village of Sussex, Waukesha County, Wisconsin
January 8, 2024**

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, HARTFORD LAND DEVELOPMENT, LLC with offices located at 1600 W. Lincoln Avenue, West Allis, Wisconsin 53227, owns all of the Lots in Golden Fields Subdivision located in the Village of Sussex, Waukesha County, Wisconsin.

WHEREAS, HARTFORD LAND DEVELOPMENT, LLC intending to establish a general plan for the use, occupancy, and enjoyment of the Subdivision, consisting of Twenty-six (26) single family lots, desires to subject all the Lots within the Subdivision, each Lot of the same hereinafter referred to as a "Lot", to certain restrictions and covenants;

NOW THEREFORE, LET IT BE KNOWN that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Subdivision, shall do so subject to the following restrictions and covenants, to wit:

ARTICLE I

1. Definition of Terms:

1.1 "Family" shall mean one or more than one person living, sleeping, cooking, or eating on Premises as a single housekeeping group, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage.

1.2 "Architectural Control Committee" (A.C.C.) shall mean the committee referred to in Article VI.

1.3 "Lot" shall mean a lot in the Subdivision as platted for residential development and shall not include any platted or CSM Outlot.

1.4 "Outlot" shall mean a parcel designated as an Outlot on the Subdivision plat or CSM, which, by reason of such designation, is not platted as a building site.

1.5 "Dwelling" shall mean that primary building on a Lot to be occupied by a single Family.

1.6 "Golden Fields Homeowners Association, Inc." shall mean that Wisconsin non-stock corporation responsible for certain duties relating to the maintenance, administration and operation of the Subdivision as may be referred to herein or in its bylaws (the "HOA").

1.7 "Common Areas" are those areas identified or located on the Plat or CSM, including the Outlots, and set aside either as communal areas, open space, or drainage areas for storm water management purposes ("Storm Water Management Areas").

1.8 "Common Improvements" consist of the following, which may be located in Common Areas or may be located in public streets, individual Lots, on Outlots: all monuments/signs on the property generally identifying the Subdivision, and any fencing, lighting, landscape features, walking trails, drainage ways and easements, Storm Water Management Areas or other improvements made by the HOA in the Common Areas or elsewhere.

ARTICLE II

2. Property Subject to this Declaration: The following property shall be subject to this Declaration:

Being a part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 15, Township 8 North, Range 19 East, in the Village of Sussex, County of Waukesha, State of Wisconsin, described as follows:

Commencing at the northwest corner of the Southwest $\frac{1}{4}$ of said Section 15; thence North 89 degrees 57'25" East along the north line of said Southwest $\frac{1}{4}$, 1326.04 feet to the northeast corner of Polo Fields, a recorded subdivision, and the Point of Beginning;

Thence continuing North 89 degrees 57'25" East along said north line, 659.61 feet to the northwest corner of Stonewood Estates of Sussex II, a recorded subdivision; thence South 00 degrees 10'44"

West along the west line of said subdivision, 1321.21 feet; thence South 89 degrees 53'50" West along said Stonewood Estates of Sussex II and then along the north line of Western Oaks Subdivision, a recorded subdivision, 659.44 feet to the monumented southwest corner of the Northeast $\frac{1}{4}$ of the said Southwest $\frac{1}{4}$; thence North 00 degrees 10'17" East and then along the east line of Certified Survey Map No. 5654 and then along the east line of the aforesaid Polo Fields, 1321.90 feet to the Point of Beginning. Containing 871,588 square feet (20.0089 acres) of land.
(See attached Exhibit A-Plat Map)

Title to the Outlots shall be held by the Village of Sussex. Each owner of a lot in the Subdivision shall be liable for a one-seventy third ($\frac{1}{26}$) share of any and all costs associated to maintenance, repair and administer of all outlots or Common Improvements of the Subdivision. Deeds for the conveyance of Lots shall include a statement that such Lot includes a fractional liability of the Outlots and Common Improvements as provided in this Declaration.

ARTICLE III

3. General Purpose

3.1 The general purpose of this Declaration is to assure that the Subdivision will become and remain an attractive community and toward that end to preserve and maintain the natural beauty and the natural plant life and wildlife habitat of certain open spaces and recreational areas within and in the vicinity of the Subdivision; to insure the best use and the most appropriate development and improvement of each Lot; to protect the owners of Lots against such use of surrounding Lots as will detract from the value of their Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of the Subdivision consistent with the purposes for which it is platted; to encourage and secure the erection of attractive Dwellings thereon, with appropriate locations thereof on Lots; and to secure and maintain proper spatial relationship of structures and Lot lines.

ARTICLE IV

4. Lot Use and Building Types

4.1 Lot Use: Each Lot shall only be used for construction of a single-family residence with approved **HARTFORD LAND DEVELOPMENT, LLC** Architectural Control Committee (ACC), as provided in Article VI, below. Accessory buildings, structures or improvements, such as attached garages, swimming pools and similar improvements must also meet Village of Sussex code requirements. Swimming pools must be approved by the ACC prior to installation and pool heaters; filters, etc. must comply with the Village of Sussex wiring codes.

4.2 Structures: No structure of any kind shall be constructed, altered, placed, maintained or permitted upon any Lot except one (1) newly constructed, private, permanent, single-family dwelling designed for [and limited to] occupancy of only a single-family group, not exceeding two (2) stories in height from the determined final Lot grade at highest point of building's foundation. Nor may the dwelling be more than three (3) stories in height, where one (1) floor elevation is set below the determined final Lot grade at the building foundation. In addition, detached structures are permitted as provided in Section 4.5, below.

4.3 Any dwelling previously approved for construction on any Lot may be altered and/or the exterior remodeled, only upon approval of such changes by the ACC. In the event of catastrophic loss, permission is herewith granted to rebuild in accordance with the original approved design, without the need for obtaining approval of the ACC.

4.4 Attached Garage Required: Each residence shall have attached to it, by common foundation, a vehicle garage having a minimum floor area of four hundred fifty (450) square feet. The exterior surfaces of this garage shall be consistent and harmonious with the exterior materials placed upon the dwelling.

4.5 Detached Structures Permitted: Detached buildings are permitted with the approval of the ACC and the Village of Sussex. Sheds must substantially conform in appearance to the style of the home with regard to siding, colors, roof pitch, windows and doors. Sheds shall be no larger than one hundred fifty (150) square feet.

4.6 Fencing: No fence or wall shall be permitted except for fences around in-ground pools, and fences in the rear yard behind the Home, provided that no fence located in the rear yard on a corner lot shall be built within the street setback zone. In order to construct any fence or wall, the Lot Owner shall submit plans and specifications, including materials, colors and location, to the ACC, and such plans and specifications must be approved in writing by the ACC. Approval may be given only for fences of an open type of construction with a black wrought iron appearance (see attached) and which are no more than five (5) feet in height. On a case-by-case basis, the ACC, in its sole discretion, may consider and approve a fence of a color other than black. Chain link and privacy fences, and fences of any material other than aluminum or wrought iron, are strictly prohibited. Approval may be given for retaining or landscape walls if such walls are

constructed of stone, brick or other similar natural material. The ACC has the right to deny any and all fence requests at their sole discretion.

4.7 Signs: Signs of any size or type are not permitted, except signs placed upon the Lot promoting the sale of the Lot or contractor's signs posted during the term of construction and then such permitted signs shall not exceed eight (8) square feet in size. **HARTFORD LAND DEVELOPMENT, LLC** may, however, erect one or more temporary development signs that do not exceed thirty-two (32) square feet in area and meets all other Village of Sussex requirements, until **HARTFORD LAND DEVELOPMENT, LLC** no longer owns any Lots in the subdivision.

4.8 Dwelling Design: Each dwelling shall be designed by a professional home designer or architect experienced in home design. Approved exterior elevation designs shall consist of Traditional, Early American, Provincial, Williamsburg, Victorian or Colonial styles. Roof pitches are to be a minimum of 8/12 pitch or greater unless architecturally not feasible. All homes shall have attached garage with minimum of four hundred fifty (450) square feet. Garages and accessory buildings must conform in design to that of the dwelling.

4.9 Minimum Building Living Area: The Minimum floor area of each dwelling shall be no less than the following schedule, with all measurements taken from exterior walls.

One Story Dwelling	1,800 square feet
One and One-Half Story Dwelling	2,200 square feet total
Two Story Dwelling	2,200 square feet total

Note: Other Village of Sussex zoning restrictions may apply.

4.10 Bathrooms: Each dwelling shall contain a minimum of two (2) baths.

4.11 Grading: Grading on Lots in the subdivision must be completed substantially in compliance with the master grading plan on file with the Village of Sussex. Deviations from the grading plan must be approved by the ACC and Village of Sussex Engineer. The Village of Sussex Engineer will only approve deviations based on grading plans encompassing the general area, not just one Lot.

4.12 Exterior Building Materials: The exterior building materials of each home must consist of natural materials (brick, stone, wood), cement board siding. Aluminum soffit and fascia are allowed. Roof shingles shall be dimensional design asphalt or wood cedar shake. Use of other materials is subject to approval of the ACC. Front elevation shall have a minimum of fifteen percent (15%) stone or brick masonry. The Stone or Brick must be real, not cultured. Portions of the driveway in the right of way must be constructed to the Village of Sussex standards.

4.13 Minimum Building Setback: The minimum front setback of any dwelling or structure shall be forty (40) feet. The minimum side yard setback shall be fifteen (15) feet. Each dwelling shall have a minimum rear yard setback of twenty-five (25) feet. All setbacks must be verified with the Village for compliance with Village ordinances prior to submitting plans to the

A.C.C. for review. Variations from setback requirements may be allowed as provided below if an appropriate governmental variance, if required, has been previously approved. Governmental approval does not mean the A.C.C. must also approve, and the A.C.C. may decline to approve a variation irrespective of the granting of a governmental variance.

4.14 Utilities: Electric, telephone and cable television services shall be provided to each home by the installation of underground lines.

4.15 Outside Storage/Antennae/Window Air Conditioners:

- No outside storage of boats, recreational vehicles, non-working vehicles or miscellaneous equipment permitted.
- No exterior antennae are permitted except satellite dishes no greater than twenty two inches (22") by thirty two inches (32"). Satellite dishes must be located on the house in an area approved by the ACC, but not on the front facade of the house.
- No window air conditioning units of any type are permitted.

4.16 Nuisances: No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on or to a Lot which is or may become a nuisance or annoyance to the neighborhood. Trash, garbage, and other waste shall be kept in sanitary containers that shall be stored in the attached garage.

4.17 Occupancy: No dwelling may be occupied until it has been completed in accordance with the approved plans and specifications and until an occupancy permit has been granted by the Village of Sussex.

4.18 Zoning Laws, etc.: In addition to the provisions outlined in this document, the Developer, its successors and assigns, and all parties hereafter having an interest in the property shall be subject to all ordinances, zoning laws, building codes and other regulations of the Village of Sussex, Waukesha County and the State of Wisconsin as applicable and the same may be more restrictive than these Restrictions. The provisions of the **HARTFORD LAND DEVELOPMENT, LLC** Developer's Agreement, **HARTFORD LAND DEVELOPMENT, LLC** shall also apply. In the event there is a conflict between the requirements of these regulations, the more restrictive provisions shall apply.

4.19 Animals, Livestock, Poultry: No animals such as livestock or poultry shall be raised, bred, or kept outside on any Lot. No more than two (2) dogs and three (3) cats shall be kept inside or outside any dwelling unit per municipal code and not kept for any commercial purpose. Any outdoor animal kennels must be approved by the ACC as to location, size and design, and must meet Village of Sussex ordinance requirements.

4.20 Vision Triangles: No planting, structure or other improvement shall be installed within the "intersection vision triangle" areas shown on the Subdivision Plat except as approved, in advance, by the Village.

4.21 Swimming Pools: In ground swimming pools are allowed, but must comply with all Village of Sussex code requirements including wiring and be approved by the ACC prior to installation. Above ground swimming pools are not permitted unless they are portable/inflatable wading pools not to exceed 30" in depth and placed no more than 10' from the home on a concrete slab in the backyard in such a way as to not disturb the quality of life of the adjacent homes. In addition, these Portable/Inflatable pools should be up for not more than 2 consecutive weeks at a time between Memorial Day and Labor Day; and may only be in place and/ or in use between said dates.

ARTICLE V

5. OWNERS ASSOCIATION

5.1 Developer shall create a non-profit corporation to be known as the GOLDEN FIELDS HOMEOWNERS ASSOCIATION, INC., the ("HOA"). Until the formation of the HOA, and at all times prior to the first election of the Board of Directors of the HOA following the annual meeting of the HOA, the Developer shall have the sole authority to manage the affairs of the Subdivision, to act as the ACC, and to otherwise enforce the Golden Fields Covenants.

5.2 Membership: Each Lot Owner, whether numbering (1) or more shall be a member of the HOA, but each Lot shall be permitted only one (1) vote during HOA meetings or in the conduct of the business of the HOA, regardless of the number of Owners of a Lot, Person(s) owning more than one (1) Lot shall have one (1) vote for each Lot owned.

5.3 Directors and Officers of the HOA: An initial Board of Directors of three (3) members shall be appointed by Developer in Developer's sole discretion. The initial Board of Directors need not be comprised of Lot owners. The Board of Directors shall appoint the officer of the HOA. The initial Board of Directors appointed by Developer shall serve in such capacity until the sale and conveyance by Developer of all Lots in the Subdivision, or such earlier time as determined by Developer in Developer's sole discretion. After the sale and conveyance by Developer of the final Lot in the Subdivision, or at such earlier time as determined by Developer in Developer's sole discretion, the initial director(s) appointed by Developer shall resign, and the HOA shall hold a meeting for the purpose of electing three (3) Lot owners to the Board of Directors.

5.4 Annual and Special Meetings: An annual meeting at a date, time and location to be determined by the Board of Directors must be held each year. The purpose of the meeting will cover various issues including, but not limited to, the annual budget, subdivision improvements, future election of Directors and other business deemed necessary by the Board. The initial meeting shall be held within One Hundred Twenty (120) days of the **HARTFORD LAND DEVELOPMENT, LLC** establishing the Board. Special meetings may be called by the Board of Directors, acting on their own, shall be called upon petition of twenty percent (20%) of the Lot Owners following provision of a notice thereof at least forty-eight (48) hours prior to convention. Association or Board Meeting Notices may be given by hand delivery, US Mail or by email delivery, as determined by the Board of Directors.

5.5. Operating Budget and General Annual Assessment:

- Commencing with calendar year 2024 and for each subsequent year after, the HOA shall prepare an operating budget covering the period January 1st through December 31st of each year. The adopted budget is to be posted in a conspicuous area within the development (or, at the option of the HOA, delivered to each Lot Owner).
- In accordance with the financial needs of the HOA, all of the Lots shall be subject to a general annual assessment, determined solely by the HOA, for the purpose of deferring the costs and expenses of the HOA and carrying out its stated purposes and functions. Such costs shall include, but not be limited to, payment of outlot real estate taxes, maintenance, repair, replacement and additions to the common improvements and areas, and the cost of labor, equipment, materials, management and supervision thereof.
- The amount of the general annual assessment for each calendar year shall be determined during the month of December of the previous calendar year, and shall be sufficient to raise an amount which, in the judgement of the HOA's members represented at the HOA's annual membership meeting, may be required for the ensuing calendar year. Such assessments shall be paid by each Lot Owner to the HOA in a lump sum, on or before the first day of March of each year.

5.6 Special Assessments: A special assessment may be levied on each Lot by the HOA for the purpose of any unexpected repair or replacement of improvements if consented to by a majority of the members of the HOA present at a membership meeting called for that purpose.

5.7 Delinquent Assessments: If any assessment, general or special, is not paid on the date when due, then the assessment shall become delinquent, and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the assessed property which shall bind such property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. Such assessment shall also be a personal obligation for the statutory period. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the HOA may bring an action at law, filing of a mechanic's lien or lien in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the entire cost of collection, including reasonable attorney's fees.

5.8 Certificates: The HOA shall, upon request, furnish to any Lot Owner a certificate in writing signed by an officer of the HOA setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence of the payment of any and all such assessments therein stated to have been paid. The HOA may impose a reasonable charge for each such certificate requested and issued.

5.9 Duties and Authority: The administration of these restrictions, subject to the provisions of Article 5, as well as the authority to run the day-to-day operations of the HOA, is vested in the Board of Directors.

5.10 In the event the HOA does not properly landscape or maintain any common area, or properly maintain any signage, the Village of Sussex may send written notice to the H.O.A. indicating that the Village of Sussex will perform such landscaping and/or maintenance if not properly done by the H.O.A. The above-referenced notice shall give the H.O.A. a minimum of seven (7) days to correct the problem. If the common area and/or sign is not properly landscaped and/or maintained within the time granted by the above-referenced notice, the Village of Sussex shall then have the authority to landscape and/or maintain any such common area and/or sign referred to in said notice and shall have the right to charge the lot owners on a pro rata basis for any costs incurred by the Village as a result of said landscaping and/or maintenance. Said costs shall be assessed as special charges pursuant to Section 66.0627, Wis. Stats. If such charges are not paid by any lot owner within the period fixed by the Village of Sussex, charges shall become a lien upon the lot owner's lot as provided in Section 66.0627, Wis. Stats., and shall be extended upon the tax rolls as a delinquent tax against the lot owner's lot as provided in Section 66.0627, Wis. Stats.

ARTICLE VI

6. ARCHITECTURAL CONTROL COMMITTEE (ACC)

6.1 HARTFORD LAND DEVELOPMENT, LLC will initially form an Architectural Control Committee ("ACC") consisting of three (3) persons appointed by Developer. The initial ACC shall be comprised of the initial Board of Directors appointed by Developer. The Developer-appointed members of the ACC shall serve until the first election of the Board of Directors of the HOA following the annual meeting of the HOA, in accordance with the Bylaws of the HOA and Article V of Golden Fields Covenants. Following the first election of the Board of Directors at the annual meeting of the HOA, the Board of Directors of the HOA shall act as the ACC on all matters properly before the ACC, provided that the Developer shall retain the sole right to review and approve of all Dwellings as set forth in Section 6.5 of article VI of the Golden Fields Covenants, as amended.

6.2 Procedures: The ACC's consent, approval, or disapproval as provided herein shall be in writing. In the event the ACC fails to act on any matter presented to it within sixty (60) days after application (application meaning the submittal of a written request plus copies of building plans, specifications, surveys, etc.), approval will be deemed to have been obtained insofar as required in Section 4.1 only. No other provisions of these restrictions requiring the consent, decision or action of the ACC shall be affected by the non-action of the ACC.

6.3 Responsibility and Purpose: In order to obtain and maintain harmony in appearance, and for the protection of the Owners of the Lots, certain site improvements are subject to written approval by the ACC. These include, but are not limited to, buildings or structures of any type, fencing, unusual or unsightly landscaping and modification or other change to approved drainage patterns (NOTE: changes which will alter drainage patterns will be in violation of the site

grading plan and/or recorded drainage easements and will require the approval of the Village of Sussex Engineering Department). The ACC shall have the right to reject any such addition or alternation to any Lot, which in its conclusive judgement, is not in conformity with these or future restrictions or is not desirable for aesthetic or other detrimental reasons. In passing judgement upon such plans and specifications, the ACC may take into consideration, among other things, the suitability of the proposed modifications, the exterior color schemes to be used for any building or structure, the general design and materials to be used and the compatibility of the modification with surroundings Lots

6.4 Right to Waive Non-Compliance: The ACC shall have the right to waive minor infractions of deviations from these restrictions in cases of hardship, provided the Village of Sussex building codes and/or Developer's Agreement are not violated. The ACC shall have the sole discretion to determine which of the minimum dwelling size requirements apply to a particular proposed dwelling and whether the same has been met.

6.5 HARTFORD LAND DEVELOPMENT, LLC Control of ACC: So long as Developer, or Developer's successors or assigns, shall own any Lot in the Subdivision, the authority and functions of the ACC relative to the review and approval of all applications for a proposed Dwelling on any Lot in the Subdivision, including but not limited to the review of plans, specifications, and surveys shall be vested solely in Developer, and such approvals shall be in Developer's sole discretion in accordance with the requirements of the Golden Fields Covenants. Upon the Developer's conveyance of the last Developer-owned Lot in the Subdivision and the Developer's formal approval of the construction plans for the proposed Dwelling on such Lot, the Board of Directors of the HOA shall have full authority and control of the ACC. With the exception of the Developer's rights as set forth herein, the ACC shall retain all other authority as set forth in Article VI of the Golden Fields Covenants.

6.6 Landscaping and Grading Requirements:

- **Landscaping and Erosion Control:** Final grading to the requirements of the subdivision's master grading plan and establishment of a finished lawn must be completed within ninety (90) days of completion of the residence occurring between April 1st and August 1st OR by June 1st for completion between August 2nd and March 30th. During the time between gaining occupancy (completion) and establishment of the finish lawn, the Homeowner is responsible for installing and/or maintaining erosion controls for their Lot. All other landscaping must be completed within one (1) year of completion of the residence. Landscaping by definition includes (a) a hard surfaced drive (asphalt, concrete, paver brick) and pedestrian access; (b) planting three (3) trees of at least two inches (2") caliper upon each Lot; (c) grass cover established over the balance of the Lot; thereafter, each Lot Owner is responsible for the upkeep and continuous maintenance of all landscaping under the Owner's control. Note: It is the responsibility of each Lot Owner to install grass on Village right-of-way areas within the same timetable as the on-Lot lawn.
- **No filling of stormwater facilities allowed:** As part of the grading and landscaping of each Lot in the subdivision, no part of the Lot including rear and side yard swales, outlot or Stormwater detention areas that are delineated on the recorded plat or grading plan with or without accompanying easements (some side and rear yard

swales are not covered by private drainage easements, but are critical to the overall drainage plan for the subdivision) shall be filled or altered in any way without approval of all necessary governing parties including the Village of Sussex. No trees, shrubs or planting beds of any kind shall be planted within swales or stormwater detention areas. No accessory structures will be allowed within these areas either.

- **Improvements may require permits:** Other site improvements of any type that are placed upon or maintained within the public street right-of-way (walks, drives, etc.) or drainage easements require a permit from the Village of Sussex and/or the State of Wisconsin as may be applicable, which shall be obtained before work is commenced.
- **Each Lot Owner must pay a Landscaping Deposit of \$500.00** to the Developer to ensure that landscaping is completed as required and within the timeframe set forth herein. The Bond shall be returned (without interest thereon) to the Lot Owner once landscaping has been properly completed. Developer reserves the right to use the Deposit for the required landscaping costs if Lot Owner fails to timely complete its landscaping requirements.
- **Each Lot Owner to pay Developer \$500.00 to cover the labor and materials for mail box installation.**

ARTICLE VII

7. STREET MAINTENANCE AND EROSION CONTROL BOND

7.1 Deposit: Upon approval of dwelling construction plans by the ACC, each Lot Owner will be required to place in escrow with **HARTFORD LAND DEVELOPMENT, LLC** the sum of five hundred dollars (\$500.00) to guarantee sidewalks (if broken) and Lot Owner completion of finish landscape, driveway, and three (3) tree plantings withing one (1) year of occupancy. It is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, streets within the subdivision clear of any type of material or debris, especially during landscape operations. Also, it is the responsibility of the Lot Owner to ensure that his agents or contractors maintain, at all times, the erosion controls in place on the Lot and/or install new erosion controls to meet the intent of the erosion control plan. Failure of the Lot Owner to regulate his agents or contractors in this regard will cause **HARTFORD LAND DEVELOPMENT, LLC** to proceed to clear and clean the street and/or install appropriate erosion controls as required and to charge the Street Maintenance and Erosion Control Bond account deposited by each Lot Owner in accordance with this paragraph. Once Lot Owner meets finish landscape and driveway requirements, the Street Maintenance and Erosion Control Bond will be refunded in full unless a portion of the bond was retained to replace sidewalks, tree plantings, erosion control fencing or landscape operation clean-up by **HARTFORD LAND DEVELOPMENT, LLC**.

7.2 Excess Costs: In the event **HARTFORD LAND DEVELOPMENT, LLC** is required to perform street cleaning operations in which the costs exceed the Lot Owner's deposited amount under this Article 7, **HARTFORD LAND DEVELOPMENT, LLC** will assess the respective Lot Owner for the additional amount due to failure of the Lot Owner to pay

HARTFORD LAND DEVELOPMENT, LLC for any such additional charge within ten (10) days of being billed, will give to **HARTFORD LAND DEVELOPMENT, LLC**, the right to file and foreclose a mechanic's lien upon the Owner's Lot. **HARTFORD LAND DEVELOPMENT, LLC** charges for performing under this section will include the actual amount of costs incurred plus a management fee equal to twenty-five percent (25%) of the actual cost. Upon issuance of an occupancy permit, all Street Maintenance escrow funds placed with **HARTFORD LAND DEVELOPMENT, LLC** less any funds disbursed, shall be returned to the Lot Owner without any interest.

7.3 Use of Deposited Funds: Each Lot Owner's deposit under this paragraph is for the sole and exclusive use of each respective Lot Owner and deposited funds are not to be used to offset the costs created by acts of other Lot Owners, except in the instance where the violator of these requirements cannot be readily determined; then all Lot Owners having funds on deposit shall be charged equally.

ARTICLE VIII

8. EASEMENTS

8.1 SUBDIVISION UTILITY, DRAINAGE EASEMENTS: **HARTFORD LAND DEVELOPMENT, LLC**, reserves to itself the right to record utility and drainage easements and to implement improvements in these easements as necessary to properly provide service to all Lots in Golden Fields. These improvements may include but are not limited to: drainage improvements to alleviate drainage problems, addition of pipes for drainage, addition of cable utilities to extend to future phases of development.

8.2 POSSIBLE FUTURE EASEMENTS: Seller reserves the right for a period of three (3) years after closing hereof to grant easements to WE Energies, Village of Sussex Utilities, AT&T and Time Warner Cable for utility purposes over, upon, under or across all Lots in this Subdivision whether owned by the Developer or third parties. Such easements shall, so far as reasonably possible, be confined to areas within twenty (20) feet of all Lot lines and be granted standard utility forms. Seller reserves the right for a period of three (3) years after closing to create side Lot line or rear Lot line swales for drainage purposes. Such swales shall, so far as reasonably possible, be confined to an area within twenty (20) feet of all Lot lines and may involve tree removal and grading within such areas.

ARTICLE IX

9. STORMWATER MANAGEMENT The Owners in Golden Fields, and the HOA shall collectively be responsible for maintenance of the stormwater management measures (the "Responsible Parties").

9.1 The Responsible Parties shall maintain the stormwater management measures installed in the subdivision and on all outlots in accordance with the approved stormwater design and Storm Water Management Practices Maintenance Agreement prepared by Trio Engineering and on file in the offices of the Village.

9.2 The Village of authorized to access the property to conduct inspections of stormwater practices as necessary to ascertain that practices are being maintained and operated in accordance with the approved stormwater plan.

9.3 The Responsible Parties, on an annual basis, shall provide maintenance of each stormwater management measure, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural stormwater management measures, aeration equipment and sediment removal.

9.4 Upon notification of the Responsible Parties by the Village of maintenance problems which require correction, the specified corrective actions shall be taken within a reasonable timeframe as directed by the Village.

9.5 The Village is authorized to perform the corrective actions identified in the inspection report if the Reasonable Parties do not make the required corrections in the specified time period. The costs and expenses shall be levied against the properties served as special charges for current services, pursuant to 66.0627, Wisconsin Statutes, or as special assessments pursuant to 66.0701, Wisconsin Statutes. Special charges and special assessments, including delinquent amounts, shall be collected by the Village as provided for in the statutory sections indicated above.

9.6 **Storm Water Facilities:** The stormwater retention basins that have been constructed in Golden Fields are required by the Village to assist in the removal of sediment from and detention of storm water. The stormwater retention basins are not intended to be used for swimming or recreational facilities. Any such use of the stormwater retention basins is strictly prohibited. Anyone entering or using the stormwater retention basins for prohibited use does so at their own risk. By acceptance of a deed or other conveyance of a Lot in Golden Fields, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives, to the fullest extent permitted by law, any and all claims for liability against the Village, Developer and the GOA and their respective agents, contractors, employees, officers and directors, for injury or damage to person or property sustained in or about or resulting from the use or existence of the stormwater retention basins. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Village, Developer, the HOA and their respective agents, contractors, employees, officers and directors from and against any and all liabilities, claims, demands costs and expenses of every kind and nature (including attorney fees) including those arising from any injury or damage to any person (including death) or property sustained in or about or resulting from the use or existence of the storm water retention basins.

9.7 Pursuant to Chapter 14 of the Village of Storm Water Management and Erosion Control, the Developer has entered into a Storm Water Management Practice Maintenance Agreement for the benefit of the H.O.A. The H.O.A. is responsible for compliance with the Storm Water Management Practice Maintenance Agreement, including but not limited to the maintenance of the landscaped areas surrounding the detention, retention, and infiltration ponds. Should the H.O.A. fail to comply with the Storm Water Management Practice Maintenance Agreement, the Village pursuant to such agreement, shall complete all repairs, maintenance, modifications and work necessary to ensure proper Storm Water Management. One Seventy Third

(1/73) of such costs plus any applicable interest, shall be assessed to each Owner of a Lot in the Subdivision by the Village and payable on the Owners real estate taxes.

ARTICLE X

10. AMENDMENT

10.1 HARTFORD LAND DEVELOPMENT, LLC Amendment Rights: This Declaration shall run with the land and shall be binding upon all persons purchasing any Lot in the Subdivision after recording of this Declaration. Any of the herein restrictions, covenants or other provisions of this Declaration may be annulled, waived, changed, modified or amended at any time by a written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification or amendment, executed solely by **HARTFORD LAND DEVELOPMENT, LLC** or its successors or assigns, until such time as **HARTFORD LAND DEVELOPMENT, LLC** or its successors or assigns, shall no longer own any Lot in the subdivision or additions. These rights are subordinate to the review by the Village prior to effectiveness for compliance with Village ordinance and provisions of the Developer's Agreement with the Village. This section does not terminate, and shall not be interpreted to authorize termination of, any drainage easements, pond maintenance requirements, or other restriction herein that affects an interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Village, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by recorded document.

10.2 Homeowner Amendment Rights: When **HARTFORD LAND DEVELOPMENT, LLC** or its successors or assigns, no longer retain interest in the property, the Owners of at least seventy-five percent (75%) of the Lots may amend the herein restrictions and covenants as provided by Section 10.1 above.

10.3 Effective Date: The effective date of any such annulment, waiver, change or modification of amendment shall be as of the date of recording of such Declaration at the offices of the Waukesha County Register of Deeds.

ARTICLE XI

11. GENERAL PROVISIONS

11.1 Initial Term and Extensions: The restrictions and covenants herein contained shall be deemed to be running with the land and shall be binding upon all persons, parties and entities having an interest in the land affected thereby, or claiming such rights for a period of twenty-five (25) years from the date hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years each, unless, prior to the end of the initial (or any successive) period, an instrument signed by the Owners of at least seventy-five percent (75%) of the Lots has been duly recorded terminating or amending this Declaration in whole or in part.

11.2 Period For Protestng Violations: Any violation of these restrictions which shall exist for a period of one (1) year or more without protest thereof being received by the Owner of

the Lot containing such violation, shall not be considered a violation thereafter and any Lot Owner or other party shall be forever barred from proceeding under the provisions of this Declaration.

11.3 Enforcement of Declaration: No Reversion of Title

- The HOA or, until formation of the HOA, the Developer shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions and provisions of this Declaration and any Rules or Regulations adopted by the HOA, except that any Lot Owner may proceed, at such Lot Owner's expense, to enforce any such terms, conditions or provisions (other than for collections of assessments against Lot Owners of other Lots) if the HOA fails to take such action within sixty (60) days following a written request by such Lot Owner for the HOA to do so. Any Lot Owner violating any of the terms, conditions, or provisions of this Declaration or any Rules and Regulations shall pay costs, expenses, and actual attorney's fees incurred by the HOA or by a prosecuting Lot Owner in the successful enforcement thereof. Neither the HOA of the ACC, nor any member, director, or officer thereof, shall be subject to any suit or claim by any Lot Owner for failure of the HOA or the ACC to take any action requested by a Lot Owner.
- Each remedy set forth in this Declaration and/or in Rules and Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the HOA or ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances (except as specifically provided in this Declaration) unless a written waiver is obtained from the HOA or ACC.
- Under no circumstances shall any violation of this Declaration or of any Rules and Regulation result in any revert or reversion of title to any Lot.

11.4 Lot Owners should be aware that active quarries are operated within close proximity of this subdivision to the east and south. Quarries have operated in the area successfully for over 100 years and are regularly monitored by the Wisconsin DNR and Federal Mine Safety and Health Administration for water quality and dust control compliance. The closest quarry is to the east and is separated from the subdivision by a stream, wooded wetland area, a fence and a berm.

11.5 Restrictions: No Lot owner shall be entitled to grievances or compensation from the Village, railroad operators or nearby businesses associated with damage to the exterior or interior of Dwellings, damage to landscaping, walkways, driveways or personal property from alleged release of dust or creation of noise.

11.6 Invalidation: Invalidation of any of the restrictions or covenants herein contained, or any part thereof, by any judgement or court order shall not affect any of the other provisions herein contained, which shall remain in full force and effect.

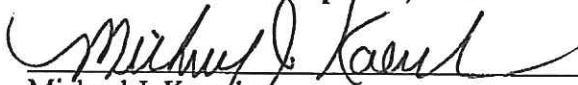
11.7 Governing Law: This Declaration shall be governed by and construed in accordance with the Laws of the State of Wisconsin.

11.8 ACC Approval: Prior to any permit submittal to the Village of Sussex, said applicant shall first obtain approval of the ACC as set forth elsewhere in these covenants.

This Declaration shall be binding upon and inure to the benefit of **Hartford Land Development, LLC**, its successors and assigns, and all persons, parties, or entities who may hereafter become Owners of any Lot, and their legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, **Hartford Land Development, LLC** has caused these presents to be signed by Michael J. Kaerek, its Member, at West Allis, Milwaukee County, Wisconsin this 10 day of January, 2024.

Hartford Land Development, LLC


Michael J. Kaerek
Member

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

Personally came before me this 10th day of January, 2024, Michael J. Kaerek, Member of **Hartford Land Development, LLC**, to me known to be the person who executed the foregoing instrument, and to me known to be such Member of **Hartford Land Development, LLC** and it is acknowledged that he executed the foregoing instrument as such member of said **Hartford Land Development, LLC** by its authority.


Notary Public Theresa Scholtz
Milwaukee County, Wisconsin
My Commission Expires 2-5-2025

Return to:
Hartford Land Development, LLC,
11600 W. Lincoln Avenue
West Allis, Wisconsin 53227

This instrument was drafted by:

Michael J. Kaerek
Hartford Land Development, LLC
11600 W. Lincoln Avenue
West Allis, WI 53227
414-321-5300

DOCUMENT NO.

AFFIDAVIT OF CORRECTION

This Document Corrects a Scrivener's Error.

Golden Fields Subdivision

AFFIANT hereby swears or affirms that the attached Declaration of Restrictions and Covenants for the Golden Fields Subdivision, located in the Village of Sussex, County of Waukesha, State of Wisconsin, Recorded on the 10th day of January, 2024, as Document No. 4751634 in the Register of Deeds Office for Waukesha County, Wisconsin, contained the following error:

In Article II, Section 2, paragraph 4 of said Document, the second sentence of said paragraph incorrectly reads as follows: "Each Owner of a lot in the Subdivision shall be liable for a one-seventy third(1/26) share of any and all costs associated to maintenance, repair and administer of all outlots or Common Improvements of the Subdivision."

The correction is as follows:

"Each Owner of a lot in the Subdivision shall be liable for a one twenty-sixth (1/26) share of any and all costs associated with maintenance, repair and management of all outlots or Common Improvements of the Subdivision."

A complete original (or copy) of the original Document is attached hereto and hereby incorporated by reference.

Dated this 15th day of January, 2024.


Affiant's Signature

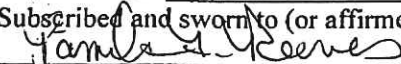
Michael J. Kaerek, Affiant


Declarant's Signature

Hartford Land Development, LLC
By: Michael J. Kaerek, Member

STATE OF WISCONSIN
COUNTY OF WAUKESHA, SS.

Subscribed and sworn to (or affirmed) before me this 16th day of January, 2024.


PAMELA F. REEVES (print name)

Notary Public, State of Wisconsin.

My commission (expires) (is): 10-19-26

This instrument drafted by:

Attorney Bradley J Dagen
Waukesha, Wisconsin

4752050

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 16, 2024 10:59 AM
James R Behrend
Register of Deeds

2 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



Recording Area

Return To:

Hartford Land Development LLC
11600 W. Lincoln Avenue
West Allis, WI 53227

