

**MASTER DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
HARVEST CREEK SUBDIVISION**

Document Title

Document Number

Recording Area

This Document Should be
Returned To:

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Home Path Financial, LP
19435 W. Capital Dr. Ste. 104
Brookfield, WI 53045

PINs: See Exhibit A

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**MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR HARVEST CREEK SUBDIVISION**

Located in the
City of Hartford, Washington County, Wisconsin.

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HARVEST CREEK SUBDIVISION (this “**Declaration**”) is made this _____ day of _____ 2025 (“**Effective Date**”), by Home Path Financial Limited Partnership, a Wisconsin limited partnership (“**Declarant**”).

RECITALS

WHEREAS, Declarant is the fee simple owner of real property located in the City of Hartford, Washington County, Wisconsin described on Exhibit A-1 attached hereto (the “**Property**”); and

WHEREAS, Declarant desires to develop the Property as a planned residential development to be known as “**Harvest Creek**”; and

WHEREAS, Declarant desires to subject the Property to covenants, conditions, restrictions, reservations, and easements, as set forth in this Declaration for the benefit of the Declarant, the Property, and each Residential Owner, as defined herein; and

WHEREAS, Declarant desires to have a master Association, as defined herein, govern the Subdivision, both as defined herein; and

WHEREAS, Declarant desires to subject the Side-by-Side Lots, as defined herein, to a sub-declaration of covenants, conditions, and restrictions (the “**Side-by-Side Declaration**”), which shall also be subject to this Declaration; and

WHEREAS, Declarant desires to have a “**Sub Association**,” govern the Side-by-Side Lots, which the workings of the Sub Association shall be detailed in the Side-by-Side Declaration.

**ARTICLE I
BUILDING AND USE RESTRICTIONS**

1. **Purpose.** The purpose of this Declaration is to insure the use of the Property for attractive residential purposes, to prevent nuisance, to prevent the impairment of the attractiveness of the Property, and to maintain the desired atmosphere and appearance of the community, and to secure to each Residential Owner (defined below) the full benefit and enjoyment of their Lot (defined below), with no greater restriction on the free and undisturbed use thereof than is necessary to insure the same advantages to all other Residential Owners.

2. **Lot; Residential Owner.** For purposes of this Declaration, the term “**Subdivision**” shall mean the Property as platted by that certain plat of land division “Harvest Creek” recorded in the office of the Washington County Register of Deeds as Document Number _____ (the “**Plat**”) a copy of which is attached hereto and incorporated herein as Exhibit A-2. The term “**Lot**” shall mean any lot in the Subdivision, and the term “**Residential Owner**” shall mean an owner of any Lot in the Subdivision. Each Lot shall only be used for single-family purposes. A

Lot shall be deemed to be used for "single-family purposes" if it is occupied by no more than one (1) family (defined to include persons related by birth, marriage, or adoption) plus no more than one (1) unrelated person. No structures shall be erected, altered, or permitted to remain on any Lot or part thereof other than one single-family dwelling and private attached garage with a capacity for at least one (1) vehicle. Such attached garage shall have a minimum depth of twenty (20) feet and a maximum area of nine hundred (900) square feet.

a. **Single-Family Lot.** Lots 1 through 25 in the Subdivision are hereby restricted to allow the erection of only one (1) single-family stand-alone building ("**Single Family Lot**"). Houses located on a Single Family Lot are hereinafter a "**Single Family Residence**."

b. **Side-by-Side Lot.** Lots 26 through 41 in the Subdivision are hereby restricted to allow the erection of only one (1) single-family residence that will share one (1) wall (the "**Party Wall**") with a single-family residence on the abutting Lot (each hereafter referred to as a "**Side-by-Side Lot**"). Side-by-Side Lots adjoined by the Party Wall shall be referred to collectively as "**Residence Building**." Building and other requirements shall be controlled by the Side-by-Side Declaration.

A Single Family Residence and an individual dwelling being part of a Residence Building are collectively a "**Residence**".

3. **Home Based Office/Business.** No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice may be conducted from any Lot. The foregoing restrictions as to Lot and use shall not, however, be construed in such a manner as to prohibit a Residential Owner from maintaining their professional library in their Residence, keeping their personal business or professional records or accounts in their Residence, handling their personal business or professional telephone calls or correspondence from their Residence, or using their Residence as an office for remote work and/or work from home responsibilities so long as that use does not interfere with or disrupt the residential nature of the Subdivision. Nothing in this Section shall authorize the maintaining of an office (other than a sales office operated by Declarant) at which customers or clients customarily call and the same is prohibited.

ARTICLE II ARCHITECTURAL CONTROL COMMITTEE

1. **Establishment; Duties; Membership.** There shall be an Architectural Control Committee ("**Committee**"), which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed, or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

2. **Rules.** The Committee shall consist of no fewer than three (3) persons designated by Declarant or the Board (defined below) in the event Declarant no longer owns any interest in any Lot. All members of the Committee designated by Declarant shall serve at Declarant's pleasure until such time as Declarant no longer owns any Lots within the Subdivision. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Declarant no longer owns any Lots in the Subdivision subject to this Declaration, Declarant

and Declarant designated Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Board shall elect the members and fill vacancies on the Committee. In the event of any vacancy while Declarant owns any Lot in the Subdivision, Declarant shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. At such time as Declarant no longer owns any interest in any Lot, the Board shall fill any vacancies in the Committee. A member of the Committee may resign by submitting a written resignation to the email address to which submissions to the Committee are to be sent under Article II, Section 3 below.

3. **Procedure.** Except during initial construction of a Residence by Declarant or an affiliate thereof, a Residential Owner desiring to construct, modify, or otherwise alter a building or otherwise improve a Lot shall submit to the Committee, for its written approval, a complete set of construction plans and specifications for all improvements, a survey showing the location of all contemplated improvements and the required review fee. A “**complete set of construction plans and specifications**” shall mean all of the following:

- a. Complete construction details for all buildings, structures, fences, walls, and other improvements;
- b. All proposed facades of any building, including the style, color and location of eaves and windows;
- c. A Lot survey showing the building footprint, the Residence footprint and driveway, as well as all sidewalks, decks and patios and any other existing improvements;
- d. A description of materials to be used in any building or improvement;
- e. The color scheme of all improvements;
- f. Detailed landscape plans and specifications that comports with the Landscape Plan, defined below, which shall depict existing trees and any trees to be removed, their species, size and location, and the size and location of proposed trees, shrubs, bedding plantings, berms, fences, decks, patios, sidewalks, driveways, lamp posts, family gardens, in-ground pools and other landscape features and materials;
- g. Planned erosion control measures, existing ground grade, and proposed finished yard elevations that comport with the “Drainage Plan” (defined below); and
- h. Such other materials as the Committee may deem necessary.

All plans and specifications shall be submitted via email to support@forestgreenrealty.com, or such other email address as the Committee shall designate, in .pdf format, and if reasonably requested by the Committee, shall be designed by a registered architect, a professional engineer, residential design professional or other comparable qualified individual or firm.

Upon receipt and acknowledgment by the Committee of a complete set of construction plans and specifications, the Committee shall endeavor to hold a meeting within fifteen (15) days

to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. The Committee, with the written consent of at least two (2) of its members, may act without a meeting. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two (2) or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within fifteen (15) days of their submission and acknowledgment of receipt, or upon any resubmitted preliminary or final development plans within ten (10) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Residential Owner shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes. If an applicant disagrees with a decision by the Committee or if an application has been denied, or the approval is subject to conditions the Residential Owner feels are unacceptable, the Residential Owner may request a hearing before the Committee to justify their position. The Committee will hear such arguments and consider the supporting facts and render a decision within ten (10) business days of the hearing. The applicant may appeal such final decision to the Board (defined below) by providing written notice to the Board within fifteen (15) days of the decision or else such right to appeal shall be forfeited.

4. **Standards.** The Committee shall have the right to reject any plans and specifications or landscape plans which, in the judgment and sole opinion of a majority of the Committee Members, or the representative of the Committee, as applicable:

- a. are not in conformity with any of the restrictions set forth in this Declaration;
- b. are not desirable for aesthetic reasons;
- c. are not in harmony with buildings located on the surrounding Lots; or
- d. are not in conformity with the general purposes of this Declaration as set forth in Article I, Section 1 hereof.

5. **Liability of Committee.** The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans and specifications, whether or not defective;
- b. The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- c. The development of any property within the Subdivision.

6. **Garage Locations.** No more than two (2) overhead garage doors on a Residence may face the public street.

7. **Building Height.** No Residence shall exceed two and one-half (2 1/2) stories or thirty-five (35) feet in height.

8. **Minimum Floor Area.** All Residences shall contain the minimum floor areas contained within this Section 8. The minimum sizes for a Residence in the Subdivision shall be based solely on living area within the Residence. For the purpose of computing the square footage of living area within a Residence, the basement level or garage area of a Residence shall not be included in the square footage. Open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area. The main level is defined as the first level that is totally above the finished grade of the Lot. The Committee, in all instances, shall have final discretion in determining the minimum square footage required for a Residence to be built upon a Lot.

All Residences shall have the following minimum living areas:

- a. Single-story houses shall have not less than seven hundred (700) square feet of finished area.
- b. Two-story houses shall have not less than a combined total of one thousand two hundred (1,200) square feet of finished area on both floors. The first floor shall have no less than seven hundred (700) square feet of livable area on the first floor.

9. **Yard and Setback Requirements.** All buildings or any parts thereof shall be built and located in conformance with the restrictions depicted on the Plat and the following standards:

- a. Minimum Street Front Setback: Twenty Five (25) feet from streets or private roads.
- b. Minimum Side Setback:
 - i. Single Family Lots. Ten (10) feet from both sides of the Lot.
 - ii. Side-by-Side Lots. Five (5) feet from the side of the Lot opposite to where the Party Wall connects the Residence Building. Zero (0) feet from the side where the Party Wall connects the Residence Building.
- c. Minimum Rear Setback: Twenty Five (25) feet from the rear Lot line.
- d. Any other standards required for the City of Hartford, but in no case less than the minimum standards set forth above.

10. **Basement.** All Residences must have a full basement with ceiling heights of not less than eight (8) feet or standard eight (8) foot footing walls.

11. **Roof Pitch.** All Residences shall have a main roof pitch of not less than 6:12 and eaves of the main roof shall extend beyond the nearest vertical wall not less than ten (10) inches.

12. **Exterior of Buildings.** The exterior of all buildings within the Subdivision shall be aesthetically compatible with the surrounding neighborhood. All Residences shall conform to the requirements set forth on Exhibit B, which may be amended by the Committee from time to time, in its sole discretion.

13. **Landscaping.** A Lot's provided landscape may consist solely of grass and basic shrubs and landscape bed furnished at the time of the completion of the Residence pursuant to the landscape plan set forth on Exhibit C attached hereto (the "**Landscape Plan**"). Each Lot's landscape may be further improved (and thereafter maintained) by and at the Residential Owner's sole cost and expense subject to the following rules and regulations:

a. Residential Owner obtains the Committee's prior written consent to any proposed changes that deviates from the Landscape Plan.

b. Any garden area must be kept free of weeds and not exceed 80 sq. ft. The location of the garden must be approved by the Committee, but shall be located in the rear of the Lot. Such garden may be enclosed by a decorative fence with a maximum height of three (3) feet.

c. Any vegetable growing is limited to vegetables that may not exceed three (3) feet in height (ie. no corn), and shall not be located in the front or side yard of any Lot but shall be exclusively in the rear of the Lot.

d. Water features, decorative statues and artwork are permitted so long as they are "aesthetically appealing" (as determined by the Committee) and do not interfere with the site lines of the adjoining homes.

e. Any fall clean-up of flowers and garden vegetation, including the appropriate disposal of same, shall be the sole responsibility of the Residential Owner.

f. Should a Residential Owner choose to eliminate a garden or other improved landscape feature, the location shall be returned to its original state at the expense of the Residential Owner.

g. It is the intent of this Declaration to maintain consistency of landscaping among the Lots.

14. **Drainage.** All buildings and Lot grades shall conform to the drainage plan for the Subdivision, which has been approved and is on file with the City of Hartford and Washington County. Site plans (setbacks), building grade, and Lot grading shall be set by a registered land surveyor, engineer, prior to construction. The Residential Owners shall provide Declarant with appropriate evidence that this Section 14 has been complied with.

15. **Completion of Residence Requirement.** To the extent not constructed by Declarant, or an affiliate thereof, all Residences shall be completed within twelve (12) months after commencement of construction, and shall not be occupied prior to obtaining an occupancy permit, and:

a. All lawns must be completed within sixty (60) days after completion of a Residence, weather permitting. If a Residence is completed in the months of November, December, January, February or March, the lawn shall be completed by the next July 15th following completion of the Residence.

b. All driveways are to be hard surfaced, with concrete, within sixty (60) days after completion of a Residence, weather permitting. If a Residence is completed in the months of November, December, January, February or March, the driveway shall be completed by the next July 15th following the completion of the Residence.

c. All Residences shall be constructed contemporaneously and completed to at least drywall.

The Association, as defined herein, may, upon thirty (30) days' prior written notice, enter onto the Lot and complete any portion or all of the foregoing after expiration of such sixty (60) day period, or the completion dates set forth above as applicable, all at the sole cost and expense of such Residential Owner. The Association may, at its discretion, record a lien against the Lot to secure payment of such costs as a Special Assessment (as provided in Article V, Section 11 hereof).

16. **Excess Fill.** All excess fill material to be removed from any Lot may be used as fill material for other areas in the Subdivision if needed by Declarant. In such case the Declarant shall determine the location to which the excess fill material should be transported.

17. **Rubbish Storage.** No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or any other permitted improvements so long as such construction is being diligently and continuously pursued) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition, or that will be obnoxious or offensive to the eye in the opinion of the Committee. Trash, garbage, refuse, debris, or other waste kept on any Lot in preparation for removal from such Lot shall be kept in sanitary covered containers, which are stored out of sight of the street and adjacent Lot, except for regularly scheduled garbage collection days. No firewood or wood pile shall be kept outside a Residence unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee.

18. **Prohibition of Pools and Fences.**

a. Pools. No pools shall be erected upon any Lot in the Subdivision.

b. Fences.

i. No fences or screening of any kind shall be erected or maintained on any Lot except: Fences that comply with the requirements in subsection (ii) below may be erected and maintained only after the Residential Owner obtains written approval by the Committee. The decision of the Committee to approve or reject the fence shall be conclusive and further provide that the Committee shall be permitted to examine any facts and circumstances reasonably related to such decision, including, without limitation, whether strict adherence to the requirements in subsection (ii) below would create an undue hardship on the Residential Owner, and/or approval would be in the best interest

of the Association. Nothing contained herein shall prevent placement of fences by the Association on the Common Areas. The Committee will require an application be submitted setting forth the proposed location, material, and height of such fence(s).

ii. Except as provided by the Committee as provided in subsection (i) above, all fences shall adhere to the following standards and requirements:

1. Height of forty-eight (48) inches for full perimeter fencing.
2. Fencing shall only enclose the rear yards of any Lot. Rear yard fencing shall be full perimeter and no fencing shall be erected or maintained on any Lot between the rear of the single-family residence constructed upon such Lot and the street upon which such Lot fronts. Fencing must start at the rear corners of the single-family residence. Fencing must be within four (4) inches of the Lot lines and Lot corners. No "double fences" shall be permitted; i.e., only one (1) line of fence shall be permitted at any intersection of two Lots. With respect to corners of Lots, fencing along the side of the rear yard facing the street shall not be placed any nearer to said street than four (4) inches of the building line limit established by the Plat. Lots may have exceptions at the sole discretion of the Committee.
3. All fencing shall be wrought iron or aluminum simulated wrought iron and shall be black in color and consistent with Exhibit F - Fence Detail.
4. The Committee, in their sole discretion, may, but shall not be obligated to, require that all Lots be professionally surveyed to assure proper fence locations prior to the installation thereof, and the costs of such surveying shall be at Residential Owner's sole cost and expense.
5. The Committee may allow a variance from these fence requirements for particular issues with the layout of the Lot, in the Committee's sole discretion, to comply with laws and code and to prevent hardship.
6. All fence posts shall be anchored in a base of concrete at least two (2) feet into the ground.
7. All installation and fences must comply with applicable local zoning requirements and building codes.

c. Notwithstanding the foregoing, the Committee shall have the authority to approve swing sets, pergolas, standalone trellises, basketball hoops, trampolines, and other similar, non-weather-proof structures (collectively, "Non-Weather-Proof Structures") so long as such Non-Weather-Proof Structures consist of colors and materials that are aesthetically complimentary to the design standards of the Subdivision and such Non-Weather-Proof Structures (or any portion thereof) are not erected or placed within any setbacks affecting a Lot and otherwise comply with applicable governmental ordinances and codes. In the event a Residential Owner installs or constructs any Non-Weather-Proof Structures without the consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove Non-Weather-Proof Structures and offset the cost thereof against the Residential Owner pursuant to a Special Assessment as provided in Article V Section

11 hereof (including the right of the Association to file a lien against the Lot as provided for herein).

19. **Temporary Structures; Signs and Antennae.** No structures of a temporary or permanent nature, such as, but not limited to, garages, sheds, outhouses, storage buildings, trailers, mobile homes, campers, tents, shacks, or similar structures shall be permitted on any Lot. No structure, sign or antenna including outside earth stations (satellite dishes) shall be displayed or exposed to the public view except as follows:

a. Mini satellite dishes twenty-four (24) inches or less in diameter, or television antennas twenty-four (24) inches in length or less.

b. One (1) sign not larger than five (5) square feet advertising the Property for sale or rent, or by the builder to advertise the Property. No political, rummage or other advertising signs may be placed on any Lot.

c. All satellite dishes or antennas shall be installed in the rear of the building and placement shall be aesthetically compatible with the Subdivision and need approval of the Committee.

20. **Animals.** No animals, livestock, poultry, fowl, reptiles, or pigeons of any kind shall be raised, or bred, or kept on any Lot with the exception of a dog or cat, which shall be limited in number to a total of three (3) in any one Residence, provided that said pets are not kept, bred, or maintained for any commercial purpose, and are otherwise in compliance with applicable governmental codes and ordinances. However, nothing contained herein shall be construed to permit the keeping of any dog, cat, or other pet, which shall in any way constitute a nuisance. Further, no exterior attached or detached dog or other pet kennel or house shall be constructed or maintained on any Lot. All pet waste shall be immediately picked-up and disposed of by the person in control of the pet and in accordance with any local ordinance or regulation.

21. **Personal Property/Outdoor Vehicle Storage.** Snowmobiles, boats, trailers, minibikes, motorcycles, recreational vehicles, semi tractors or trailers, motor homes, campers, fish shanties or unlicensed, inoperable or junk vehicles shall not be parked or stored on the Lot other than inside the garage. This Section 21 is not applicable during the period of construction on the Lot.

22. **Nuisances.** No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other Residential Owners or occupants of Residences in the Subdivision. Each Residential Owner shall keep its Lot free of any "noxious weeds" as defined by the State of Wisconsin, Department of Natural Resources, as may be amended from time to time. Each Residential Owner shall be responsible for maintaining their Lot in a neat appearance. This Section 22 should not be construed to prevent a family garden, provided that all vegetable gardens shall be located in the rear of the Lot, and provided that such gardens shall be made pursuant to plans previously approved by the Committee.

23. **Utilities.** All utilities serving any Lot shall be underground. No building or other improvement, or trees shall be erected, placed, or planted within any utility easement.

24. **Occupancy.** No structure shall be occupied unless it has been constructed in and conforms with the plans approved by the Committee, and a municipal occupancy permit has been issued.

25. **Variances.** The Committee is authorized in its sole discretion, to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and/or are appropriate for Lots owned by persons other than Declarant as of the date of this Declaration. Any such variance shall be subject to the review and approval of the City of Hartford.

26. **Storm Water Runoff from Roof.** Each Residence shall be constructed in a manner such that all storm water runoff from the roof thereof shall be directed toward an absorbent, pervious surface. Storm water runoff from any roof may not be directly channeled into a driveway, street or into a storm water drainage system.

ARTICLE III POWERS OF DECLARANT

1. **Enforcement Rights of Declarant.** For so long as Declarant owns any Lot in the Subdivision, the Declarant shall have the right to enforce all of the terms, conditions and restrictions contained herein. Any Residential Owner violating the terms, conditions or restrictions contained herein shall be personally liable for and shall reimburse the Declarant or Association for all costs and expenses, including attorneys' fees, incurred by the Declarant or Association in enforcing the terms, conditions and restrictions contained in this Declaration. In addition, to the extent Declarant is not reimbursed for any and all cost expended by the Declarant within fifteen (15) days after written demand therefore, such costs shall bear interest at the rate of twelve percent (12%) per annum (or the then highest rate allowed by law, whichever is less) until paid. Any Residential Owner who causes or allows any improvement or improvements to be constructed, installed, placed, or altered on that Residential Owner's Lot without first obtaining the prior written approval of the Declarant or the Committee shall, at the Declarant's discretion, be required to remove such improvement or improvements in their entirety at the Residential Owner's expense. If the Residential Owner does not remove such improvement or improvements in their entirety after thirty (30) days prior written notice to the Residential Owner, the Declarant or the Association may require the Residential Owner to pay the cost thereof as Special Assessment. The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant or the Association.

2. **Good Faith Decisions by Declarant.** Each Residential Owner, by the purchase of a Lot, agrees that neither the Declarant nor the Committee shall be held liable for any good faith decision or decisions made by the Declarant or the Committee in enforcing the terms, conditions and restrictions contained herein.

ARTICLE IV EASEMENTS

1. **Easements.**

a. The Declarant reserves the right to install a monument, as set forth on the Plat, and shall have a non-exclusive easement on, over, across and under any Lot or any portion thereof for the purposes of repairing, maintaining, and lighting such monument.

b. The Declarant reserves an easement on, over and across the Subdivision for the purposes of installing, maintaining, and repairing any fencing and/or landscaping.

c. The Declarant reserves the right to declare an easement over one (1) or more Lot(s) as it deems necessary or desirable for the operation of the Property or the Association.

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

e. The Declarant shall have the right to grant an easement to adjacent property owners over portions of the Subdivision deemed necessary or desirable for surface and storm water drainage over the Subdivision in accordance with approved development agreements and all applicable federal, state, county and the City of Hartford regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by applicable governmental authorities and on file in the Washington County clerk's office (the "***Drainage Easement***"). The terms of the Drainage Easement are hereby incorporated by reference. If there is any conflict between any provisions of the Drainage Easement and this Declaration, the provisions of the Drainage Easement shall control. In the event a Residential Owner shall cause a default under the Drainage Easement, the Association shall have the right to remedy such default and the cost of such remedy, and any other costs incurred by the Association in connection therewith including, without limitation attorneys' fees, shall be reimbursed by the Residential Owner as a Special Assessment as provided in Article V, Section 11 hereof.

f. Easements for preservation and conservancy are as stated on the Plat. Any Residential Owner whose Lot contains such easement shall abide by the restrictions set forth on the Plat with regards to such easements.

2. **Arbitration.** All claims, disputes and other matters in question arising out of or relating to this Article IV or the breach of the provision therein which are not otherwise waived shall be decided by arbitration in accordance with this arbitration clause.

a. Arbitration shall be initiated by a demand served by certified mail, return receipt requested, upon the other party within one (1) year after the facts underlying the claim, dispute or other matter in question have occurred.

b. Failure to serve the demand for arbitration in time shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise.

c. The single Arbitrator shall be appointed by Washington County Circuit Court or as provided for in Chapter 788, Wis. Stats., as the same may be amended from

time to time, upon the application by the aggrieved party. The fees of the arbitrator and other costs shall be borne equally by the parties.

d. This arbitration clause shall be specifically enforceable under the Wisconsin Arbitration Act, and the award of the arbitrator shall be final and binding and may be reduced to judgment pursuant to the Wisconsin Arbitration Act. Should any party challenge the validity or enforceability of this arbitration clause or the award of the arbitrator and not prevail, that party shall indemnify the other party for all costs and expenses, including attorneys' fees, incurred related to that challenge or enforcing this right to indemnity.

ARTICLE V HOMEOWNERS' MASTER ASSOCIATION AND ASSESSMENTS

1. **Establishment of Master Association.** A master association (the "**Association**") of the Residential Owners of Lots in the Subdivision is hereby created for the purposes of:

- a. Managing and controlling the common affairs of the Subdivision;
- b. Creating, owning, managing, controlling, maintain, granting easements to or selling any common areas in the Subdivision, if applicable;
- c. Reviewing, upholding, and overturning decisions by the Committee;
- d. Enforcing compliance of the Residential Owners with the applicable provisions of the Declaration, restrictions contained on the Plat, and all ancillary agreements, plans or easements referenced herein or on the Plat; and
- e. Performing other duties as set forth herein for the common benefit of the Residential Owners.

The Association shall be known as "Harvest Creek Homeowners Association, Inc." and shall be incorporated as a nonstock corporation under Chapter 181 of the Wisconsin Statutes. The affairs of the Association shall be governed by bylaws to be enacted by the Declarant as incorporator of the Association.

2. **Common Areas.** Declarant shall have the right to designate and improve such portions of any undeveloped Lot or any other portion of the Plat as a common area unless or until such undeveloped Lot or other portion of the Plat has been sold to a Residential Owner (the "**Common Areas**"). All Common Areas and related facilities as developed per the approved final Plat shall be used for the common benefit of all the Residential Owners in the Subdivision. Such Common Areas may only be used such purposes and in such manners by the Residential Owners (and any permitted invitees) in accordance with the terms, conditions and restrictions contained herein or as are later adopted or approved by the Declarant or the Association. The Declarant shall have the right to erect signs in the Common Areas to promote the sale of Lots or Residences in the Subdivision and for any other purpose determined by Declarant. Any signs, monuments, structures or other common facilities constructed by Declarant or the Association on any Common Areas shall be operated and properly maintained and repaired by Declarant or Association (as the case may be) so as to be neat and attractive in appearance (including, without limitation, proper care and cutting of grass and other vegetation). Any portion of a Common Area within any

public street right-of-way may only be improved or altered with the consent of the appropriate public authorities.

3. Mandatory Membership and Voting.

a. Every Residential Owner, upon acquiring title to a Lot, or upon entering into a land contract for the purchase of a Lot, shall automatically become a member of the Association. Every Residential Owner that is a member of the Association shall remain a member thereof until such time as the ownership of such Lot ceases for any reason, at which time membership in the Association shall automatically cease. The Sub-Association shall be a member of the Association on behalf of the Residential Owners of Side-by-Side Lots that are part of the Sub Association. For purposes of clarity, only Residential Owners of Side-by-Side Lots shall be members in the Sub Association, as further detailed in the Sub Association Declaration.

b. Each Lot shall have one (1) vote in the Association; provided, however, that the Sub-Association shall vote in the Association on behalf of the Residential Owners of Side-by-Side Lots with the Sub-Association votes being equal to the number of Side-by-Side Lots. Except as set forth above, in the event a Lot is owned by more than one (1) person or entity, only one person or entity shall be entitled to vote and the person or entity who shall be entitled to vote for the Lot shall be the person or entity named on a certificate executed by all of the co-owners of the Lot and filed with the Secretary of the Association. Residential Owners shall vote in person or by proxy executed in writing by the Residential Owner. No proxy shall be valid after six (6) months from the date of its execution, with the exception of Residential Owners within the Sub Association, whose proxies shall be valid until revoked by the Sub Association. The Sub Association voting requirements are further detailed in the Sub Association Declaration.

4. Board of Directors. The Association shall initially be governed by a Board of Directors, hereinafter referred to as the “**Board of Directors**” or “**Board**,” which shall be solely responsible for the activities of the Association. The initial members of the Board will be appointed by the Declarant and shall not exceed three (3) in number (the “**Initial Directors**”). After the term of the Initial Directors, the Board shall consist of not more than five (5) directors, to be elected pursuant to the Bylaws of the Association. Notwithstanding the foregoing, so long as the Declarant owns any Lot, the Board shall consist of directors appointed solely by the Declarant.

5. Qualification of Directors. To qualify as a member of the Board, a person must be either a Residential Owner or a duly designated officer, agent, or representative of the Declarant.

6. Initial Term of Office of Directors. The term of office of the Initial Directors shall commence upon the date of recording of this Declaration and shall continue until two (2) calendar years after the year in which Declarant no longer owns any of Lot then subject to this Declaration, or upon such earlier time as may be designated by Declarant (the “**Initial Term**”). During such Initial Term, Declarant shall have the right to appoint, remove or replace any or all three Directors in Declarant’s sole discretion. Declarant may relinquish or reassert all or any part of the rights provided to the Board or the Association at any time or times during such Initial Term.

7. **Subsequent Terms of Office of Directors.** After the Initial Term, the term of office of Directors shall be for two (2) calendar years. If any Director shall die, resign, be unable to act or cease to be qualified to be a Director, the unexpired term of such Director shall be filled pursuant to the provisions set forth in the Bylaws of the Association.

8. **Duties of the Board.** In addition to any duties set forth in the Bylaws of the Association, the Board shall have the following duties:

- a. To provide for the maintenance of improvements in the Common Areas;
- b. To establish dates and procedures for the election of members to the Board;
- c. To promulgate operating procedures for the conduct of the Association's and the Board's affairs;
- d. To enforce the terms, conditions and restrictions contained in this Declaration according to the terms thereof; and
- e. To establish the Committee. Notwithstanding anything contained herein to the contrary, the Declarant has the right to retain this power indefinitely and to appoint the members of the Committee until such time as the Declarant cedes authority to the Association. Once control of the Committee has ceded to the Association by the Declarant, such Committee shall consist of three (3) persons appointed by the Board of Directors. No Residential Owner of an unimproved Lot (except for the Declarant or an employee thereof) shall have the right to serve on the Architectural Control Committee.

9. **Meetings of the Board of Directors and the Association.** All meetings of the Board shall be open to Residential Owners and shall be held upon not less than three (3) days prior written notice to all Directors and Residential Owners. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. Actions of the Board shall be taken by majority vote of the Directors. The Board shall call a meeting of all the members of the Association no less than one (1) time per calendar year.

10. **Board Powers.** In addition to any powers of the Board set forth in the Bylaws of the Association, the Board shall have the following powers:

- a. To take such actions as may be necessary to cause any common areas to be maintained, repaired, landscaped (where appropriate) and kept in good, clean, and attractive condition;
- b. To enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder, including without limitation, the hiring of employees, or a management company to operate and maintain the Common Areas including;

c. To levy and collect assessments in accordance with the provisions of Article V, Section 11 below; and

d. To do anything or take any other action which is incidental to or necessary for the Board to perform its duties and discharge its obligations under and enforce this Declaration.

11. **Assessments.** The Board shall levy and collect assessments in accordance with the following and in accordance with the Bylaws of the Association:

a. The Board shall establish an annual budget in advance of each calendar year of all Association expenses for such year that may be required for the proper operation and management of the Association. Such budgeted amount shall be collected from the Residential Owners on a pro rata basis through a general assessment (the "**General Assessment**"). The pro rata share of a Residential Owner shall be a fraction, the numerator of which shall be one and the denominator shall be the total number of Lots subject to this Declaration at the time of the General Assessment. Said costs shall include, but not be limited to, taxes, insurance, repair, replacement and additions to any improvements made to any common areas; repairs, replacements, and additions to any storm water improvements to the extent the Association is required to contribute thereto; equipment; materials; labor, management and supervision thereof; and, all costs of the Association reasonably incurred in conducting its affairs and enforcing the terms, conditions and restrictions contained in this Declaration. The Board may, in its discretion, specifically allocate certain costs (for example the cost of maintenance and repairs of stormwater facilities and lawn park areas described on the Plat) to those Lots directly benefited from such costs incurred ("**Allocated Expenses**"). The Board shall also have the power to levy a special assessment ("**Special Assessment**") against any individual Residential Owner for failure of such Residential Owner to: (i) maintain said Residential Owner's Lot in accordance with reasonable standard of the Subdivision; or (ii) otherwise fails to comply with the terms, conditions and restrictions contained in this Declaration, the Plat, and such other ancillary agreements referenced herein. General Assessments and Special Assessments may be referred to collectively as "**Assessments**."

b. In the case of an Residential Owner of a Side-by-Side Lot, that such Residential Owner acknowledges and agrees that the Sub Association shall pay on its behalf: (1) annual general assessments or charges; (2) special assessments for capital improvements and repairs to the Common Areas; (3) special assessments for exterior maintenance to Lots and repairs to Common Areas; and (4) special assessments as provided herein. All such assessments together with interest thereon and costs of collection thereof, including attorney's fees, shall be (a) a charge on each Lot and a continuing lien upon the Lot against which such assessment is made, and (b) the personal obligation of the person who was the Owner of such property at the time of the assessment.

c. Declarant shall not be required to pay any Assessment on any Lot owned by Declarant.

d. Upon the initial sale of any Lot by Declarant to a third party, the purchaser shall pay an initial assessment of Five Hundred and No/100 Dollars (\$500.00), or such other amount reasonably acceptable to Declarant, which amounts need not be equal for each sale, to be used to initially capitalize the Association.

e. Written notice of an Assessment shall be personally delivered to each Residential Owner subject to the Assessment or delivered by regular mail addressed to the last known address of such Residential Owner.

f. Assessments shall be due and payable on or before thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

g. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each Residential Owner shall be personally liable to pay any assessment including interest thereon and costs of collection which shall include reasonable attorneys' fees. The Association may bring an action against the Residential Owner for the collection of any unpaid assessment.

h. The Board may record a document with the office of the Register of Deeds in Washington County, Wisconsin, giving notice of a lien for any such unpaid Assessment and upon payment or satisfaction of the amount due record a document cancelling or releasing any such lien. The failure to file any such notice shall not impair the validity of the lien. All recording and attorneys' fees relating to any such document, or the collection of an Assessment, shall be borne by the affected Residential Owner. Enforcement of such lien by the Association shall be in conformity with the provisions of section 779.70, Wis. Stats. In the event Declarant or the Association incurs attorneys' fees or other costs in connection with the enforcement of this Declaration, the Residential Owner shall be obligated to reimburse Declarant or the Association for its actual attorneys' fees and other enforcement costs.

i. In the event any Residential Owner whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate their membership by sale of their Lot, they shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

j. Any Residential Owner who is delinquent in the payment of charges, assessments and special assessments charged to or levied against its Lot shall not be entitled to vote until all of such charges and assessments have been paid.

12. Notice to Mortgagee. The mortgagee, and/or the guarantor of a mortgage (collectively, the "Mortgagee") on any Lot in the Subdivision must be provided timely written notice of any of the following to occur:

a. Any condemnation or casualty loss that affects either a material portion of the Subdivision or a Lot secured by the Mortgagee;

- b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of the Lot secured by the Mortgagee;
- c. The lapse, cancellation, or material modification of any insurance policy maintained by the Association; or
- d. Any proposed action that requires the consent of a specified percentage of Mortgagees.

ARTICLE VI GENERAL PROVISIONS

1. **Severability.** Invalidation of any one of the provisions of this Declaration by judgement or order of a court of competent jurisdiction shall not affect any other provision which shall remain in full force and effect.

2. **Enforcement.** The covenants, conditions, restrictions, and all terms and provisions of this Declaration shall run with the land and be binding upon the Declarant and all Residential Owners, and their respective successors and assigns. All future transfers of any Lot shall be made subject to the terms hereof, obligations and conditions set forth in this Declaration. It is understood that the acceptance of a deed for any Lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this Declaration and is deemed constructive notice of the same, regardless of whether specific reference is made of this Declaration in the instrument of transfer. The Association or Declarant may enforce the provisions of this Declaration by proceedings in law or equity against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, or both.

3. **Modification.** This Declaration may be amended, waived, or terminated in whole or part at any time by execution of a written instrument in recordable form by seventy-five percent (75%) of the Residential Owners entitled to vote. Notwithstanding the foregoing, so long as Declarant owns any Lot, no amendment, modification, or supplement to the Declaration shall be effective unless expressly consented to in writing by Declarant, nor shall the same affect any right of the Declarant contained herein regardless of whether the Declarant owns any Lot unless expressly consented to in writing by the Declarant. Further, Declarant may modify, amend, or supplement this Declaration in its sole discretion for so long as Declarant owns any Lot in the Subdivision.

4. **Term.** The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration be in force for a term of thirty (30) years from the date the Declaration is recorded. Upon the expiration date of such thirty (30) year term, or any extended term, this Declaration shall be automatically extended for a period of ten (10) years each, unless prior to the end of the then-current term a notice of termination is (i) executed by the Residential Owners of at least seventy-five percent (75%) of all Lots and their mortgagees, and (ii) is thereafter recorded in the office of the Register of Deeds of Washington County, Wisconsin, which notice of termination shall be effective upon the expiration of the initial thirty-year term. Notwithstanding the foregoing, no notice of termination shall affect any right of the Declarant contained herein unless expressly consented to by the Declarant. This Declaration shall be binding upon all Residential Owners and any other person claiming by, through, or under the Declarant.

(Signature and acknowledgment on the following page.)

IN WITNESS WHEREOF, the undersigned has executed this Declaration as of the Effective Date.

DECLARANT:

Home Path Financial Limited Partnership

By: IMS Investments, LLC, a Wisconsin limited liability company, its general partner

By: _____
Kenneth Frank, Authorized Signor

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before this ____ day of _____, 2025, the above-named Kenneth Frank, to me known to be the person who executed the foregoing instrument and acknowledged the same in such capacity.

*
Notary Public, State of Wisconsin
My Commission expires _____

This Document was drafted by:
Michelle Wagner Ebben, Esq.
Michael Best & Friedrich LLP
790 N. Water St., Ste. 2500
Milwaukee, WI 53202

EXHIBIT A-1

Legal Description

Beginning at the Northeast corner of the Northwest 1/4 of said Section 27; thence South 00° 24' 50" East along the East line of said Northwest 1/4 Section 375.16 feet to a point; thence North 89° 18' 38" West along the North line of Autumn Ridge Estates and its addition 1278.23 feet to a point; thence North 00° 21' 53" West 335.26 feet to a point; thence North 00° 22' 16" West 258.57 feet to a point; thence South 89° 18' 43" East 1278.05 feet to a point in the East line of the Southwest 1/4 of said Section 22; thence South 00° 20' 10" East along said East line 218.71 feet to the point of beginning.

Parcel Identification No.:
T6-0491 (2022) T6-049100D (2023) (P1)
T6-068000B (2022) (P2)

EXHIBIT A-2
Plat

HARVEST CREEK
PRELIMINARY PLAT

NOTES:

OWNER/CLIENT: JAMES P. OSIELLO, JR.
19435 W. CAPITOL DRIVE, SUITE 104
BROOKFIELD, WISCONSIN 53005
262-335-4438
j.osiello@jamesosiello.com

SUBJECT: 19435 W. CAPITOL DRIVE
19435 W. CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53005
262-335-4438
j.osiello@jamesosiello.com

DEVELOPER: JAMES P. OSIELLO, JR.
19435 W. CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53005
262-335-4438
j.osiello@jamesosiello.com

ENGINEER: JAMES P. OSIELLO, JR.
19435 W. CAPITOL DRIVE
BROOKFIELD, WISCONSIN 53005
262-335-4438
j.osiello@jamesosiello.com

RECORDING AGENCIES:
WISCONSIN DEPARTMENT OF ADMINISTRATION
CITY OF HARTFORD

RECORDING AGENCIES:
CITY OF HARTFORD

RECORDING AGENCIES:
CITY OF HARTFORD

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CITY OF HARTFORD

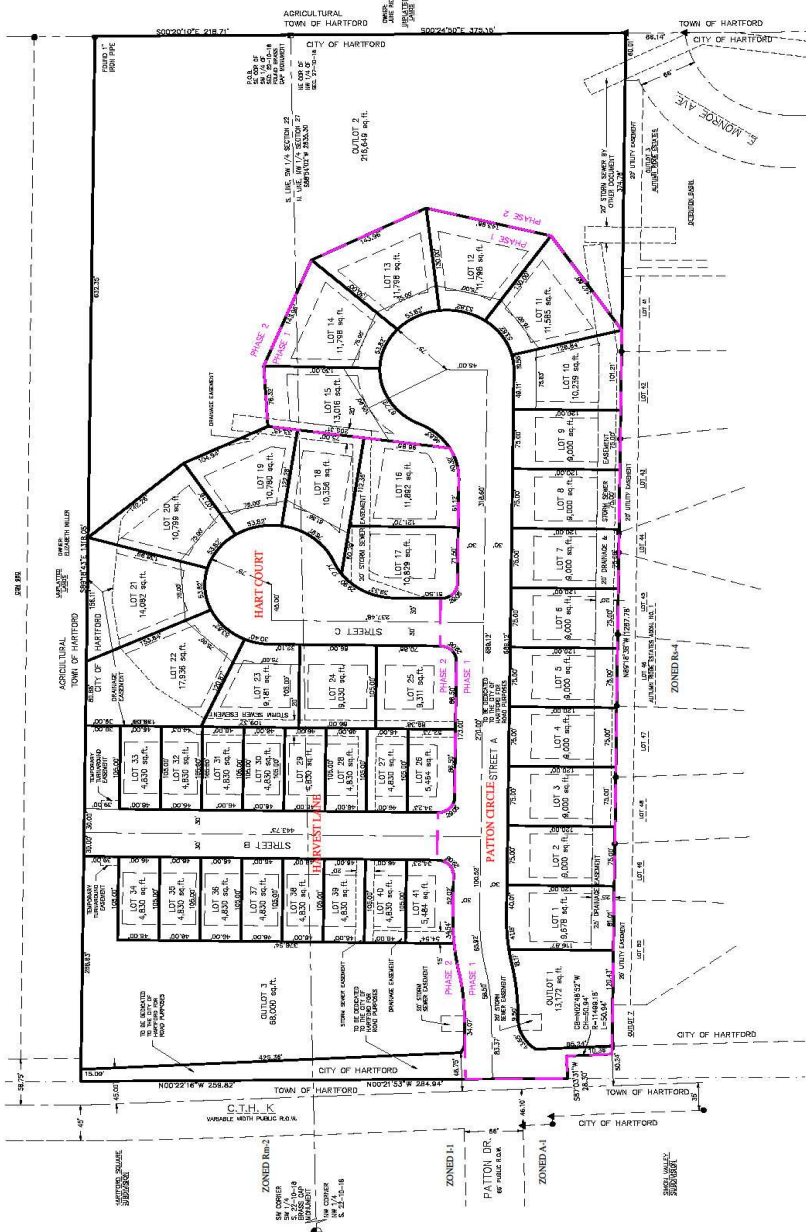
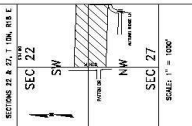
RECORDING AGENCIES:
CITY OF HARTFORD

RECORDING AGENCIES:
CITY OF HARTFORD

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22, AND
PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWN 10 NORTH
RANGE 18 EAST, IN THE CITY OF HARTFORD, WISCONSIN COUNTY, WISCONSIN.

SUBJECT NO. 19435

VICINITY MAP



I, JAMES P. OSIELLO, JR., DO hereby certify that this preliminary plat is a
correct representation of all existing and proposed improvements and that I, to
subdivision and platting ordinance of the City of Hartford and Chapter 236 of
the Wisconsin Statutes.

DATE: JUNE 25, 2024
PREPARED BY: JAMES P. OSIELLO, JR.
REVIEWED BY: JAMES P. OSIELLO, JR.

J. OSIELLO, JR. ASSURES AS RESPONSIBILITY FOR ANY
MISTAKES OR OMISSIONS IN THIS PLAT. THE CLIENT HAS
BEEN ADVISED OF THE LIMITS OF THE ENGINEER'S
RESPONSIBILITY AND HAS AGREED TO ACCEPT THE
ENGINEER'S RESPONSIBILITY FOR ANY MISTAKES OR
OMISSIONS IN THIS PLAT.

19435 W. ELIZABETH ROAD
BROOKFIELD, WISCONSIN 53005
262-335-4438
j.osiello@jamesosiello.com

raSmith
CREATIVITY BEYOND ENGINEERING

EXHIBIT B

Building Materials

Building Materials and Architectural Specifications

- Vinyl siding is permitted
- Masonry on the front elevation is optional
- Retaining walls should be tiered and less than 48 inches per wall face. Materials shall be natural stone, segmental concrete unit masonry or other Committee approved materials.
- Roof areas shall be covered with 30-year dimensional fiberglass or asphalt shingles. Metal roofing on accent areas will need the approval of the Committee.
- All homes and additional structures constructed within the subdivision that are not constructed by the declarant, are subject to review and approval by the Committee. Any alterations, additions or ancillary structures will be designed and constructed using materials and design elements consistent with the primary structure and must be approved by the Committee.
- Mailboxes will be in a central location and consist of CBU's. No other mailboxes are permitted within the community.
- No lamp posts shall be allowed.

Deck Material

- TimberTech AZEK-Brownstone or Slate Gray with WHITE or BLACK aluminum rail Fencing, as depicted below:

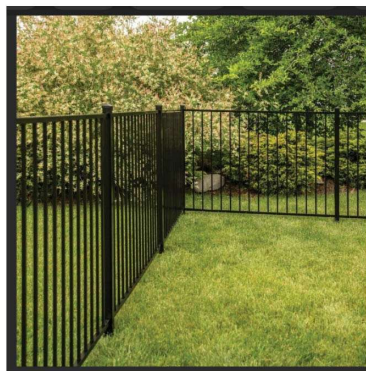
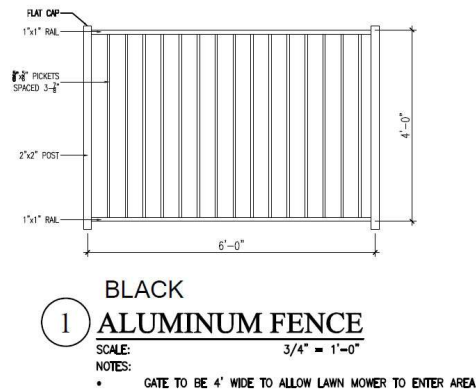


EXHIBIT C

Landscape Plan

[See attached]

