

PROTECTIVE COVENANTS, RESTRICTIONS
AND PRIVATE ROAD AGREEMENT

DOC#: 951526



Document Number

Document Title

Recorded

OCT. 10, 2002 AT 01:00PM

DOROTHY C. GONNERING

REGISTER OF DEEDS

WASHINGTON COUNTY, WI

Fee Amount: \$31.00

Recording Area

31-11

Name and Return Address

RICHARD HARTMAN
W158 N6329 CHERRYHILL DR.
MENOMONEE FALLS, WI.
53051

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

"HARTSTONE HILLS" SUBDIVISION

PROTECTIVE COVENANTS, RESTRICTIONS AND PRIVATE ROAD AGREEMENT

THESE PROTECTIVE COVENANTS are declared this 29 day of August, 2002, by HARTSTONE, LLC and Richard J. Hartman, its designee (the "Developer").

WHEREAS, the Developer is the owner of certain real property in Washington County, Wisconsin, and intends to impose certain covenants and restrictions upon the property for the purpose of promoting the most appropriate development of said real estate and the desirable utilization of the land in an aesthetically pleasing residential environment;

NOW THEREFORE, the Developer hereby declares that the real property herein described shall be held, sold, conveyed, transferred, used and improved subject to the conditions, restrictions, covenants, and/or reservations hereinafter set forth, which will run with the land and inure to the benefit of said property and each and every parcel thereof, and shall apply to and bind all owners thereof and/or their successors in interest.

ARTICLE 1 **THE PROPERTY**

Section 1.1 Description. The "Property" is Lots 1, 2, 3, and 4 of CSM 5510 according to the map thereof recorded on August 19, 2002 in volume 39 of Washington County CSM's on pages 247-251 as Document No. 943504 and lots 5, 6, 7 of CSM 5511 according to the map thereof recorded on August 19, 2002 in volume 39 of Washington County CSM's on pages 252-256 as Document No. 943505. The real property subject to the provisions of these covenants and restrictions is described in Exhibit A, attached hereto, made a part hereof and incorporated herein by reference, and is referred to herein as the "Property".

Section 1.2 Land Use. The property shall be used for single-family residential purposes only. The property shall, to the extent that such regulations exceed the requirements of this Declaration, conform to the applicable zoning regulations of the Town of Polk.

Section 1.3 Further Division Prohibited. There shall be no future division or subdivision of lots, or outlots of this property.

ARTICLE 2 **GENERAL**

Section 2.1 Intent. These covenants and restrictions are intended to achieve the best use and most appropriate development and improvement of the property; to protect purchasers of the Property; to protect purchasers of Lots against such use of surrounding Lots as will detract from the value of their Lot; to preserve, as far as is practicable, the natural beauty of the Property, to guard against haphazard and inharmonious improvement of the lots and the erection thereon of unattractive or poorly designed or poorly proportioned structures; to promote the cohesive use of the land for residential country estates; to provide an appropriate location and development plan for said property; to obtain harmonious and attractive use of material and color schemes; to encourage and secure the construction within the Property of attractive homes with appropriate locations thereof on the Lots; to secure and maintain proper setbacks from streets and adequate open spaces between structures; and in general, to comprehensively provide for quality development of the Property and thereby preserve and enhance the values of investments and improvements made by purchasers of the Lots.

Section 2.2 Disclaimer. While these covenants and restrictions are intended to accomplish the purposes set forth above, the Developer makes no assurances, representations or guaranties (1) that the stated purposes of the covenants and restrictions will be achieved, or (2) regarding the ultimate value of the Lots, or (3) regarding any stability or increase in property value as a result of the imposition of these covenants and restrictions.

ARTICLE 3 **DESIGN APPROVAL**

Section 3.1 Plans and Specifications. No building shall be erected, constructed or maintained upon any Lot nor shall any change or alteration be made thereto unless complete Plans and Specifications have been submitted in triplicate to and approved in writing by the Review Authority. The address and telephone number of the Lot owner or other person designated to receive the response of the Review Authority shall be included with any submission of Plans and Specifications.

Section 3.2 Review Authority. The term "Review Authority" shall mean the person authorized to review and approve or disapprove of Plans and Specifications for construction of buildings and other structures or improvements on the Property. The initial review authority shall be HARTSTONE, LLC and Richard J. Hartman, its designee. The decision of the "Review Authority" shall be final and binding upon all interested parties. In the event of death, resignation, refusal to act within the allotted time as per Section 3.5 or vacancy on the "Review Authority" for any reason, the successor "Review Authority" shall consist of the Developer (as long as said Designee resides in said development) and two (2) Lot Owners. Within one (1) year of the date of the sale of the last Lot owned by Developer or assigns, all lot owners shall be notified by mail that two (2) additional members shall be elected from among the lot owners (but not from the same household) to join Developer as the successor in the development "Review Authority". Such general meeting shall be called by concurrence of three (3) current lot owners and all current lot owners shall be notified of the general meeting by registered mail. The successor "Review Authority" shall serve for three (3) years. The Developer's Designee may serve continuously on the "Review Authority" for as long as he resides on the Property.

Section 3.3 Submission of Plans. The owner of a Lot shall submit Plans and Specifications to the Review Authority at least thirty (30) days prior to commencement of construction of any building or any other improvement for which a building permit is required. Plans and Specifications must comply with the standards set forth in Article 4 and must be approved by the Review Authority in writing prior to any application for a building permit and before any construction or alteration of any improvement may be commenced.

Section 3.4 Review. In reviewing Plans and Specifications as submitted, the Review Authority may take into consideration, but not limited to, the following:

- * The suitability of the proposed dwelling or other structure;
- * The design, layout, elevation and materials of which the dwelling or other structure is to be constructed;
- * The harmony of the dwelling or improvement with the surrounding structures;
- The location of the improvements upon the Lot and within the Property;
- * The exterior appearance of the building or other structure, including the color scheme; and/or
- * The compliance of the dwelling or other structure with the standards set forth
- in these covenants.

Section 3.5 Approval. Plans and Specifications approved by the Review Authority shall be acknowledged by a written approval on the submitted Plans and Specifications within twenty-one (21) days of submittal. If the Review Authority disapproved the Plans and Specifications, the Review Authority shall specify the reasons for such disapproval to the Lot owner within the twenty-one (21) day response period. The Lot owner shall then be entitled to submit revised Plans and Specifications for review by the Review Authority, in which event another twenty-one (21) day review period shall be applicable.

Section 3.6 Waiver. The Review Authority shall be entitled to waive or grant a variance from the requirements of these covenants and restrictions and the standards set forth herein, upon written application thereof to the Review Authority as part of the submission of Plans and Specifications, or for other reasons deemed adequate and reasonable by the Review Authority, keeping in mind the purposes of these covenants and restrictions as set forth in Article 2. The decision of the Review Authority shall be final and binding with regard to any waiver or variance, whether such waiver of variance is specifically granted by the Review Authority in writing or is made part of or necessitated by Plans and Specifications approved by the Review Authority.

ARTICLE 4 **DEVELOPMENT STANDARDS**

Section 4.1 Dwelling Size. The total minimum living area of a single story dwelling shall be 2,000 square feet. For all multi-level dwellings the total minimum living area shall be 2,500 square feet with a minimum of 1,500 square feet on the main living level.

Section 4.2 Exterior Materials. Natural materials, high quality aluminum, steel, and/or other cementaceous siding materials may be used upon approval of the Review Authority. Natural masonry of stone or brick is required on 30% of front elevations facing the road. Aluminum siding shall not be less than .024 inches in thickness. All metal siding shall be PVC coated for color fastness and durability. Cedar shingles, terra cotta tiles, high quality metal roofing, or dimensional shingles are required for all roofs. An exterior chimney cap must be covered in brick, stone, or terra cotta.

Section 4.3 Attached Garage. Each dwelling shall have an attached garage for not more than 4 nor less than 3 passenger vehicles. The garage shall enclose in the aggregate an area of not less than 800 square feet. Garage doors shall not face the road. All garages shall be subject to set back and side yard restrictions as set forth herein, with the same force and effect applicable to the principal dwelling.

Section 4.4 Measurement. The living area square footage of a dwelling shall be bounded by the exterior walls of the dwelling unit at the floor levels (measured along the exterior walls exclusive of garages, porches, patios, breezeways, basement area, attic and similar additions). For purposes of calculating total area, the Review Authority shall determine compliance with the square footage requirements.

Section 4.5 Setbacks. The minimum building setbacks required by the Town of Polk zoning code shall apply unless the Review Authority requires greater setbacks.

Section 4.6 Driveways. Driveway culverts shall be placed and driveways shall be excavated and graveled prior to the commencement of any building construction. All driveways shall be paved with a minimum of 3 inches of asphalt or 4 inches of concrete to road right-of-way. Portion of paving in the right-of-way shall be a minimum of 3 inches of asphalt. All such paving shall occur within twenty-four (24) months of the issuance of the building permit.

Section 4.7 Preservation of Trees. No live tree with a diameter of 6 inches or more (at a height of 4 feet from the ground) beyond 20 feet from the approved dwelling unit location shall be moved, removed, or destroyed except upon the prior written approval of the Review Authority. All existing trees shall be protected during periods of construction and grading.

Section 4.8 Fill and Excess Materials. Where ground fill is necessary on any Lot to obtain the necessary property topography and finished ground elevation, it shall be ground fill which is free of waste material, and shall not contain noxious material of any kind. All final materials shall be leveled immediately upon completion of the dwelling and shall be graded and contoured in accordance with the Plans and Specifications and in compliance with grading plans as approved by the Town of Polk. The use or disposal of excess fill from excavation or grading shall be approved by the Review Authority.

Section 4.9 Surface Drainage. The topography and ground elevation of each Lot shall be graded as required by the Plans and Specifications approved by the Review Authority for the drainage of surface water and sump pump discharge throughout the property. Erosion control measures during the construction of the dwelling must comply with local ordinances and codes. Final grading (not including landscaping) of a Lot shall be completed prior to the date of occupancy of the dwelling thereon, weather and seasonal considerations permitting.

Section 4.10 Completion and Occupancy. Dwellings shall be enclosed and under roof with the finished exterior material in place within twelve (12) months after commencement of construction. No dwelling shall be occupied until the exterior siding of the dwelling is completed and the Lot is finished to grade.

Section 4.11 Landscaping. All landscaping shown by the Plans and Specifications must be completed within eighteen (18) months after the issuance of an occupancy permit. Landscaping must include seeding or sodding of lawns on all front yards within twelve (12) months and seeding or sodding on all side and rear yards within eighteen (18) months.

Section 4.12 Utility Services. All utility lines serving any building on a Lot shall be placed underground.

Section 4.13 Accessory and Temporary Structures. Accessory structures, temporary structures and improvements (including swimming pools) are permitted only with the approval of the Review Authority. Structures such as, but not limited to, detached garages, garage apartments, skateboard ramps, kennels, dog runs and/or elevated tanks shall not be constructed on, or moved to any Lot. One attractive accessory building designed and constructed to resemble and compliment the principle dwelling in style and building materials conforming to the applicable dwelling specifications and constructed on a permanent concrete slab foundation shall be allowed. The accessory building shall not exceed 576 square feet nor have a wall height greater than eight (8) feet. In no way shall this auxiliary building be used for animals, commercial and/or salvage operations. The only use of this auxiliary building shall be for keeping recreational vehicles, automobiles, lawn and garden equipment or personal property. Accessory buildings must be located behind rear elevations of the primary dwelling and shall not be visible from the road. The existing metal shed on Lot 5 is exempt from this Restriction.

Section 4.14 Exterior Lighting. Each residential parcel may install exterior lighting. There shall be no "sodium pressure", mercury vapor, or other such high intensity lighting allowed. The orientation of such exterior lighting shall be directed downward and shall be of less light intensity as to avoid an illumination encroachment onto any neighboring parcel. In no event shall any residence be permitted to direct any exterior lighting outward or upward toward any neighboring residence.

Section 4.15 Water Supply: Sewage Disposal. No individual water supply system or individual sewage disposal system shall be permitted upon any building site unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the State and local health authorities. Approval of any such system as installed shall be obtained from such authorities prior to the construction or installation of the same.

Section 4.16 Rubbish, Waste. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage, rubbish or other waste shall be kept in sealed sanitary containers. All incinerators or other devices used in the storage or disposal of said waste shall be kept in a clean and sanitary condition, screened from public view.

ARTICLE 5

USE RESTRICTIONS

Section 5.1 Abandoned Vehicles; Junk. Unregistered motor vehicles (or parts thereof), discarded machinery or equipment, scrap wood or metal and other junk and debris shall not be accumulated or stored on any Lot.

Section 5.2 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except in strict compliance with this section. All animals must be kept in a manner which will not disturb the quality of life and the environment of the Property. No more than two dogs and/or two cats or other domestic household pets, as permitted by the Town ordinances may be kept provided that they are not kept, bred or maintained for any commercial purposes. Dogs shall be under the owner's control at all times and shall not be permitted to run at large. Livestock or poultry of any kind shall not be raised, bred or kept on any parcel.

Section 5.3 Commercial Signs. No commercial or political sign of any kind shall be displayed to the public view on any lot except as follows:

- * A sign placed on the land by the Developer, or real estate agent of the Development advertising the initial development and sale of the properties.
- * A sign placed on a Lot by the Developer, a Lot owner, or real estate agent of the Lot owner advertising the property for sale. Such signs shall not exceed six (6) square feet in size.
- * A sign erected by a builder/contractor of a dwelling during the time the dwelling is under construction. Such sign shall not exceed six (6) square feet in size.

All of the foregoing signs shall be professional and unlit. All such signs shall be removed promptly upon the sale or issuance of the occupancy permit of the dwelling on the Lot. All signs shall receive prior written approval of the Review Authority before installation. Nothing contained in this section shall be deemed to prohibit the Developer from placing such signs as it may be deemed necessary or desirable within the Property until all Lots within the Property are sold.

Section 5.4 Fences and Walls. No fences, walls, or similar structures, except living plant hedges and stone retention berms installed as an integral part of a landscaping plan, shall be located on the premises without the prior written consent of the Review Authority.

Section 5.5 Firearms. The use of or discharge of Firearms upon any parcel within the Property is prohibited.

Section 5.6 Motorized Vehicles. No commercial vehicles including busses, semi-trailer tractors, dump trucks, delivery trucks, and similar units, irrespective of ownership, may be parked or stored on a Lot other than for the temporary delivery of materials or merchandise and also during temporary periods of construction or remodeling upon the Lot. Recreational vehicles, such as camper trailers, boats and boat trailers, may be parked temporarily outside of a garage only during brief transition periods. No vehicle of any type may be parked on a lot outside of a garage for extended periods and never on an area other than the paved driveway. Although the keeping and storing of motorcycles, dirt bikes, all terrain vehicles, off street motorized vehicles, and/or snowmobiles is allowed in a Lot Owner's garage or accessory building, the use of such vehicles on the Lots or the Private Road within the Property is strictly prohibited. At no time shall any vehicle be operated in a manner contrary to public safety or emit a noise that will or might disturb the peace, quiet, enjoyment or serenity of the surrounding properties.

Section 5.7 Nuisances. No noxious or offensive odors, activities and/or conditions shall be created, conducted or permitted to exist in, on, or about any dwelling Lot, which may be, or may become, an annoyance or nuisance to the neighborhood or which may cause any noise which disturbs or might disturb the peace, quiet, comfort, enjoyment or serenity of the surrounding properties. Burning barrels are not allowed on any Lot.

ARTICLE 6

TERM AND AMENDMENT

Section 6.1 Term. These covenants, conditions, reservations and restrictions shall run with the land and be binding on all persons claiming or owning any interest in said premises for a period of twenty (20) years from the date these covenants and restrictions are recorded; provided, however, that these covenants, conditions, reservations, and restrictions shall be automatically extended for a period of ten (10) years, and thereafter in successive ten (10) year periods, unless on or before the end of one of such extension periods or base period the owners of a majority of the lots in the subdivision shall by written instruments duly recorded, declare a termination of the same. Although these covenants, conditions, reservations and restrictions may expire as herein provided, any and all reservations for breach of these covenants, conditions, reservations, or restrictions committed or suffered prior to such expiration shall be absolute.

ARTICLE 7

MISCELLANEOUS

Section 7.1 Enforcement. Enforcement of these covenants shall be proceedings at law in equity against any person or persons violating or attempting to violate any provisions of these covenants, either to restrain violation or to recover damages or both. Any such action may be brought by any Lot owner or by the Developer, however the Developer shall have no obligation to enforce all or any portion of these covenants and restrictions.

Section 7.2 Severability. Invalidation of any of the provisions of these covenants by judgment or court order shall in no way affect any other provision herein, which other provisions shall remain in full force and effect.

Section 7.3 Binding Effect. These covenants shall run with the Property and shall be binding upon and inure to the benefit of the Developer, all Lot owners and their heirs, successors and/or assigns, and any party hereafter having any interest in any of the Lots on the Property, for the full term of these covenants and restrictions.

Section 7.4 Stormwater Management, Utilities and Easements. Pursuant to the Town of Polk Stormwater Management Facility Maintenance Agreement, dated July 24, 2002, all owners of record of property located in the Hartstone Hills Subdivision are obligated to maintain the stormwater management facility in accordance with the schedule and procedures as set forth in the

Town of Polk Stormwater Management Facility Maintenance Agreement, dated July 24, 2002, and each said owner is assigned an individual 1/7 interest in said stormwater management facility.

Where easements for the installation and maintenance of utilities, stormwater drainage facilities, and/or vision triangle easement areas are reserved, there shall be no structure, planting or other material placed, or permitted to remain which may damage or interfere with the installation and maintenance of said utilities or facilities, or which may change the direction or flow of drainage channels in the easements.

All owners of record of property located in the Hartstone Hills Subdivision shall be assigned an individual 1/7 interest in the maintenance of the "stormwater drainage and vision triangle easement areas" as identified in the Certified Survey Maps. In the event those owners fail to maintain the facilities or make repairs or improvements deemed necessary by the Town of Polk, the Town shall give notice to the Lot owners who shall have the time specified in the notice to correct the deficiencies. If the owners do not complete the work within the allotted time, and in case of emergency circumstances, the Town may enter to do the work or cause it to be done and the cost of such work plus reasonable administrative fees shall be charged to the responsible Lot owners pursuant to paragraph 66.0627, Stats. (1999-00) or its successors. This provision constitutes the owners waiver of any notice of hearing and hearing otherwise required by Paragraph 66.0627, Stats. (1999-00) or its successors for "special charges" being placed on the tax roll. In the event the owner(s) fail to make repairs or improvements deemed necessary by the Town of Polk, the Town shall have the same rights to enter, correct and charge back the costs as specified above regarding the stormwater drainage easements. The easements are of each parcel and all improvements shall be maintained continuously by the owner of the parcel, except for those improvements for which a utility company is responsible.

Section 7.5 Modification of Restrictions. Any of the covenants, restrictions, protections, charges and/or agreements contained in these restrictions, with the exception of Section 7.4, above, may be annulled, waived, changed, modified and/or amended (hereinafter referred to as "modifications") by the owners of at least seventy-five (75%) percent of the lots in the subdivision as plotted, or by Richard J. Hartman, as long as he owns a lot in said development. Each lot shall be entitled to one (1) vote for purposes of this provision. The modifications contemplated herein, in order to be binding, must be by written declaration, and executed to permit the recording thereof in the office of the Register of Deeds.

Section 7.6 Violation of Restrictions. Enforcement. If any of the conditions, restrictions, protections, covenants, charges and/or agreements contained herein are violated by the owners of any lot, their heirs, executors, administrators and/or assigns, or by any person employed by or acting on behalf of said lot owners, it shall be lawful for Review Authority or any other person or persons owning any real property subject to the provisions of this Declaration, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such condition, restrictions, protections, covenants, charges and agreements, and either to prevent him/her or them from so doing or to recover damages for such violation. The right to enforce this Declaration shall bind and inure to the benefit of and be enforceable by the Review Authority and the owners of the lots within said development, and each of their legal representatives, heirs, successors and/or assigns, and failure by the Review Authority or any property owner or their legal representatives, heirs, successors and/or assigns, to enforce any such conditions, restrictions, protections, covenants, charges and/or agreements herein contained shall in no event be deemed a waiver of a right to do so thereafter. Any successful action brought hereunder shall also include all costs and the prevailing party's actual attorney fees.

Section 7.7 Applicable Law. These Protective Covenants and Restrictions shall be governed by and construed under the laws of the State of Wisconsin. The Circuit Courts for the State of Wisconsin shall have jurisdiction to hear any conflicts, disputes or issue arising out of, or under the terms and conditions of these Protective Covenants and Restrictions.

"HARTSTONE DRIVE"

DECLARATION OF PRIVATE ROAD

The owner, HARTSTONE, LLC and Richard J. Hartman, its Designee, on this 31 day of July, 2002 makes this Declaration of private road agreement.

A private road shall be established as an ingress and egress easement on and across lots 1-7. The owner of each Lot, Lots 1, 2, 3, and 4 of CSM 5510 according to the map thereof recorded on August 19, 2002 in volume 39 of Washington County CSM's on pages 247-251 as Document No. 943504 and lots 5, 6, 7 of CSM 5511 according to the map thereof recorded on August 19, 2002 in volume 39 of Washington County CSM's on pages 252-256 as Document No. 943505, abutting the Private Road shall own an undivided 1/7 fractional interest therein. The conveyance of each lot shall include such interest in the Private Road appurtenant thereto, regardless of whether the document of conveyance of each lot shall include such interest in the Private Road appurtenant thereto.

The Private Road is intended for the mutual use and benefit of the owners of all such lots abutting the Private Road. The ownership of a lot includes the mutual non-exclusive right to use and enjoy the Private Road for ingress and egress, in common, with all other lot owners. Each lot shall have driveway access to the Private Road at the place(s) approved by the "Road Maintenance Authority".

The term "Road Maintenance Authority" shall mean the person(s) authorized to review and approve or disapprove of road maintenance. The initial "Road Maintenance Authority" shall be HARTSTONE, LLC and its Designee, Richard J. Hartman. The decision of the "Road Maintenance Authority" shall be final and binding upon all interested parties. In the event of death, resignation or vacancy on the "Road Maintenance Authority" for any reason, the successor "Road Maintenance Authority" shall consist of the Developer (as long as the Designee resides within said development) and two (2) lot owners. Within one (1) year of the last sale of the above described Lots owned by Developer or assigns, all lot owners shall be notified by mail that two (2) additional members shall be elected from among the lot owners (but not from the same household) to join Developer as the successor "Road Maintenance Authority". Such general meeting shall be called by a concurrence of three (3) current lot owners and all current lot owners shall be notified of the general meeting by registered mail. The successor "Road Maintenance Authority" shall serve for three (3) years. The Developer's Designee may serve continuously on the "Road Maintenance Authority" for only as long as he resides in the development.

Each lot owner shall pay a yearly fee, as assessed and determined by the "Road Maintenance Authority" or their successors, for the purposes of maintaining the Private Road. Road maintenance shall consist of, but not be limited to, repairs, resurfacing, snow removal, capital improvements, grading, weed cutting, and/or other normal and usual street maintenance as determined by the "Road Maintenance Authority". Each Lot owner shall pay 1/7th of the total yearly maintenance fee.

In the event a lot owner refuses to pay an assessment within thirty (30) days after billing, any owner, or owners, may bring an action through the appropriate circuit court for the purpose of collecting said maintenance fee. Said action shall also include the cost of same and reasonable attorneys fees.

In the event the Private Road is damaged through the negligence of any Lot owner, said damage shall be repaired by the Lot owner in a good and workmanlike manner, at the direction of and after approval by the "Road Maintenance Authority". Repair of such damage to the Private Road shall not be subject to assessment to the other Lot owners.

Any liability of the parties for personal injury as well as any liability of the parties for damage, to property as a result of or arising out of repairs, maintenance, or use of the Private Road shall be borne as between the Lot owners in the same percentages as they bear to costs and expenses of such repairs and maintenance and each Lot owner shall procure liability insurance in connection herewith and when requested, shall satisfy the others in writing of the existence of said coverage.

The undersigned does hereby reserve the Private Road for future public road purposes in accordance with 80.15(5), Stats (1999-00) and its successors. It is understood and agreed that upon the adoption and recording of an acceptance resolution by the Town of Polk, the Private Road will become a dedicated public right-of-way without the payment of any further consideration therefore to the owners of the Private Road. If the Private Road does not then conform to the Town of Polk plans and specifications for public roadways, the Town may make the improvements necessary to bring the roadway into compliance with such plans and specifications. The cost of such improvements shall, in accordance with 66.60, Stats. (1999-00) or its successors, be levied and assessed against the owners of all building lots permitted to use such Private Road in accordance with each lot's fractional interest in the ownership of the Private Road. The Lot owners do hereby consent to the levying of such special assessments and hereby waive any and all special assessment notices and hearing required by state statute for such proceedings and authorize the town to proceed in accordance with 66.60(18), Stats. (1999-00) or its successors.

In the event the Town of Polk determines that the Private Road is not being maintained in a manner to provide adequate access for police, fire, and other emergency services, the Town shall give written notice to all Lot owners of the maintenance deficiencies. The Lot owners shall have the time specified in the notice to rectify the maintenance deficiencies and if the deficiencies are not rectified within that time period, the Town shall have the right to enter upon the Private Road, using its own employees and equipment or by contracting for such work or services, which shall be billed to the Lot owners in accordance with their fractional ownership in the private Road and if not paid when due shall be considered delinquent and the Town shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as unpaid special charge in accordance with 66.60(18), Stats. (1999-00) or its successors.

Each of the Lot owners agrees to release, indemnify and hold harmless the Town of Polk in connection with the construction and maintenance of the Private Road undertaken pursuant to this Declaration.

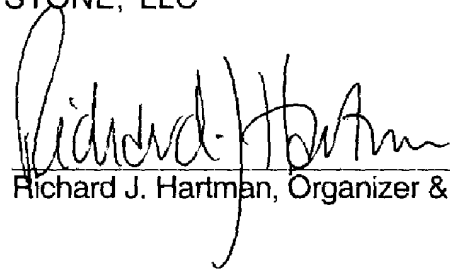
The rights granted hereunder are perpetual and will run with the land until such time as the Private Road may be converted to the Town road. This Private Road covenant may not be amended in any manner without the prior written consent of the Town Board of the Town of Polk. Additionally, any Private Road reservation as established herein cannot be revoked or rescinded without the prior written consent of the Town of Polk.

Be it known and understood by all parties to this Declaration that the acceptance of this private road by the Town of Polk is at the option of the Town and acceptance at some time in the future is not implied.

IN WITNESS WHEREOF, the undersigned, DEVELOPER has executed this Private Road Agreement on the 25 day of Sept., 2002.

HARTSTONE, LLC

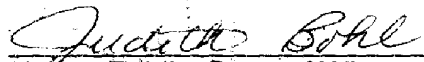
By:

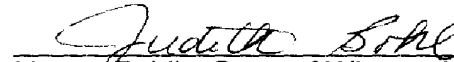


Richard J. Hartman, Organizer & Member

Subscribed and sworn to before me
this 25th day of Sept., 2002.

ACKNOWLEDGEMENT
STATE OF WISCONSIN)
WAUKESHA COUNTY) ss.

 JUDITH BOHL
Notary Public, State of Wisconsin
My Commission Expires 09-24-06

 JUDITH BOHL
Notary Public, State of Wisconsin
My Commission: Expires 09-24-06

This document was prepared by:

Attorney Robert B. Moodie
Hippenmeyer, Reilly,
Moodie & Blum, S.C.
720 Clinton Street
P.O. Box 766
Waukesha, WI 53187-0766
Phone: (262) 549-8181