WASHINGTON COUNTY
EST 1836
WISCONSIN

Community Development Department

Debora Sielski, Community Development Director

Public Agency Center
333 E. Washington Street, Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003
(262) 335-4445
Fax: (262) 335-6868
www.washcowisco.gov

Next Generation Housing Offer Instructions

Lot 90 – Partridge Hollow – Phase 4 Subdivision
36_1701001056
1485 Center Street, Hartford WI 53027

Builder Name: A&N Homes LLC
Builders Listing Agent: Nate Dziatkiewicz, Premier Point Realty
Phone and email of Builders Listing Agent: 262-923-0881, ndz@premierpointrealty.com

Accepted Offer to Purchase Amount: _____

Purchaser Information:
Purchaser Name: _____
What municipality are you relocating from? _____
Email: _____

DO NOT OFFER MORE THAN THE LIST PRICE

DO NOT SUBMIT ANY OFFER WITH A PURCHASE PRICE ABOVE THE LISTED PURCHASE PRICE SET FORTH ON THE MULTI-LISTING SERVICE. ANY OFFER THAT HAS A PURCHASE PRICE IN EXCESS OF THE LISTED PURCHASE PRICE CANNOT BE ACCEPTED BY THE SELLER AND WILL BE REJECTED.

Instructions:

1. Builders Listing Agent shall include this Offer Instructions and the following documents to the MLS listing for each Next Generation Home:
    a. Next Generation Housing with Heart & Homestead
    b. NGH OI 1 – Next Generation Housing Occupancy Agreement
    c. NGH OI 2 – Next Generation Housing Deed Restriction Disclosure
    d. NGH OI 3 – Next Generation Housing Mortgage and Declaration of Restriction Disclosure
    e. DRAFT Deed Restriction
    f. Recorded Declaration (Doc #1619946)
2. Buyers Agent shall obtain signatures from buyer
3. Buyers Agent shall attach signed Disclosures and Agreement to Offer to Purchase
4. Builders Listing Agent shall promptly notify the County of the sale of the home
5. Builders Listing Agent shall complete this form and submit this form and all of the items below to the Washington County Community Development Department within five (5) days of home close

WASHINGTON COUNTY
EST 1836
WISCONSIN

Community Development Department

Debora Sielski, Community Development Director

Public Agency Center
333 E. Washington Street, Suite 2300
P.O. Box 2003
West Bend, WI 53095-2003
(262) 335-4445
Fax: (262) 335-6868
www.washcowisco.gov

6. Washington County will obtain County signature on NGH OI 1 – Next Generation Housing Occupancy Agreement and send copy to Builders Listing Agent

Items to be submitted:

1. Offer Instructions Page
2. Copy of Signed NGH OI 1 – Next Generation Housing Occupancy Agreement
3. Copy of Signed NGH OI 2 – Next Generation Housing Deed Restriction Disclosure
4. Copy of Signed NGH OI 3 – Next Generation Housing Mortgage and Declaration of Restriction Disclosure
5. Addition comments or information pertinent to the sale:

_____

_____

Please submit all items above to:

Attn: Debora Sielski, Director
Washington County Community Development Dept.
333 E. Washington Street, Suite 2300
West Bend, WI 53095

Or email:
cddinfo@washcowisco.gov

NEXT GENERATION HOUSING WITH HEART & HOMESTEAD - PARTRIDGE HOLLOW

Washington County's Community Development Department provides two innovative housing initiatives that make achieving the American Dream a reality. The two initiatives can be combined and it is important to understand their unique differences.

$20,000 NGH Fund Incentive & $6,000 Permit Fee Incentive

- The NGH Initiative provided $20,000 per owner-occupied unit to the builder/developer of Partridge Hollow. These funds acted as a direct incentive to the builder/developer for infrastructure, land acquisition, or other eligible uses outlined in the NGH Framework 2.0.
- The Permit Fee Initiative provided $6,000 per owner-occupied unit to the builder/developer of Partridge Hollow. These funds acted as a direct incentive to the builder/developer for eligible local building permit fees as outlined in the NGH Framework 2.0.
- A $26,000 Deed Restriction was recorded on each lot/unit participating in NGH that stipulates a repayment obligation of $26,000 that the first home owner earns by living in the home for ten (10) years.

Up to $20,000 Incentive for down payments, closing costs, or escrow reserves.

- There is no guarantee of being awarded a Heart & Homestead Down Payment Incentive when purchasing a home in an NGH development. Interested homebuyers are required to complete a formal application at: Heartandhomewashco.com
- The Incentive can be earned during the 5 years following home closure through:
  - Volunteering time with a Participating Agency
    - $25 of Incentive Earnings for every 1 hour volunteered
  - Financially donating to a Participating Agency
    - 70¢ of Incentive Earnings for every $1 donated
- Funds are secured by a subordinate mortgage on the home. If not fully earned within the 5 years, unearned funds must be repaid when the home is sold, the deed is transferred, or it is no longer the Recipient's primary residence.
- Funding is awarded on a first-come-first served basis.

Washington County
Community Development Department
cddinfo@washcowisco.gov
262-335-4445

NEXT GENERATION HOUSING WITH HEART & HOMESTEAD - PARTRIDGE HOLLOW

As part of Washington County's Next Generation Housing Initiative, some homes may have a Deed Restriction recorded on the properties. Details about the 10 year Deed Restriction are below.

Deed Restriction to Prevent Flip for Profit

NGH
NEXT GENERATION HOUSING

- The NGH deed restriction is placed on properties where the sale price is lower than the fair market value of the home.
- Single family lots in Partridge Hollow may be discounted due to the reduction in costs by the builder. Each lot has a unique deed restriction amount that is calculated with the sale price and an appraisal that is completed prior to close.
- The deed restriction amount is equal to the difference in the fair market value and the home purchase price. By living in the home for ten (10) years, homeowners earn the full value of the deed restriction at which time it will be satisfied and released.
- Homes can be sold at fair market value within the first ten (10) years, but the owner will owe a portion of the deed restriction amount back to the County.
- The builder received a $20,000 NGH Fund Incentive and a $6,000 Permit Fee Incentive for each single family home in Partridge Hollow. Funds provided for the NGH Fund Incentive and 100% of Core Construction Permit Fee Incentive will be part of a deed restriction placed on the home and earned over ten (10) years by the first homebuyer. If the home is sold within the first ten (10) years, a portion of the deed restriction is paid back to the County and funds are returned to the Next Generation Housing Fund.
- In the event of a foreclosure, the restrictions will terminate.
- Repayment percentages paid back if homeowner sells within the first ten (10) years:
  - Year 1: 100% of Deed Restriction Amount
  - Year 2: 90% of Deed Restriction Amount
  - Year 3: 80% of Deed Restriction Amount
  - Year 4: 70% of Deed Restriction Amount
  - Year 5: 60% of Deed Restriction Amount
  - Year 6: 50% of Deed Restriction Amount
  - Year 7: 40% of Deed Restriction Amount
  - Year 8: 30% of Deed Restriction Amount
  - Year 9: 20% of Deed Restriction Amount
  - Year 10: 10% of Deed Restriction Amount
- The deed restriction is attached. There are two documents related to it in the Offer Instructions:
  - Occupancy Agreement NGH Document #1
  - Deed Restriction Disclosure NGH Document #2

Washington County
Community Development Department
cddinfo@washcowisco.gov
262-335-4445

NEXT GENERATION HOUSING
OCCUPANCY AGREEMENT
LOTS 89 AND 90 ONLY

This Occupancy Agreement (this "Agreement") is granted as of _____ ____, 202__, by the undersigned (whether one or more, the "Homeowner") in favor of Washington County (the "County").

RECITALS:

A. The Homeowner is purchasing the real property described on Exhibit A (the "Next Gen Home").

B. The seller selling the Next Gen Home to Homeowner developed the Next Gen Home as part of Washington County's Next Generation Housing program to ensure the development of attainable housing (the "Program") and subject to the Program's terms and conditions.

C. As a term and condition of the seller being part of the Program and the Next Gen Home receiving specific Program incentives, the Program includes a requirement that the Homeowner as the initial buyer of the Next Gen Home must agree to occupy the Next Gen Home for a period of ten (10) years after a final occupancy permit is issued for the Next Gen Home or incur the Repayment Obligation (defined below) to the County to help reimburse the County for the costs of the Program.

D. The Homeowner and the County desire to enter into this Agreement to set forth that Repayment Obligation.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Homeowner agrees to the following Repayment Obligation:

1. Recitals Incorporated by Reference. The recitals are incorporated by reference herein and made a part hereof.

2. Occupancy Requirement.

A. Term. This Agreement will be effective as of the date above and the occupancy period shall begin on the date that a final occupancy permit is issued for the Next Gen Home and continue in effect for ten (10) years thereafter (the "Occupancy Period") unless earlier terminated per Section 2.E hereof (the "Termination Date"). On and after the Termination Date, this Agreement shall be of no further force or effect.

B. Sale or Lease of Next Gen Home During Occupancy Period. If the Homeowner sells, conveys, leases, or otherwise transfers the Homeowner's Next Gen Home, or any interest therein, to a third party during the Occupancy Period, whether voluntarily or involuntarily, other than a transfer described in Section 2.E or otherwise approved in writing by the County, such transaction shall constitute a "Third-party

Conveyance." Upon a Third-party Conveyance, the Homeowner shall pay to the County the applicable percentage of the Deed Restriction Amount determined under Section 2.C below, which amount is referred to herein as the "Repayment Obligation."

Upon completion of each year of the Occupancy Period, the Homeowner shall earn credit against the Deed Restriction Amount at the rate of ten percent (10%) per completed year, provided the Homeowner has continuously owned and occupied the Next Gen Home as the Homeowner's primary residence. The entire Deed Restriction Amount shall be deemed earned upon completion of the tenth (10th) year of the Occupancy Period.

C. Repayment Percentages. The Repayment Obligation shall equal the Deed Restriction Amount applicable to the Next Gen Home, as set forth on Exhibit A, multiplied by the applicable percentage below, based on when the Third-party Conveyance occurs during the Occupancy Period:

Year 1 = 100%	Year 6 = 50%
Year 2 = 90%	Year 7 = 40%
Year 3 = 80%	Year 8 = 30%
Year 4 = 70%	Year 9 = 20%
Year 5 = 60%	Year 10 = 10%
After completion of Year 10 = 0%	

For example, if the Homeowner sold the Next Gen Home during the eighth year of the Occupancy Period, the Repayment Obligation would be 30% of the Deed Restriction Amount. Assuming, for example only, that the Deed Restriction Amount is $26,000.00, the Repayment Obligation would be $7,800.00.

D. Exception to Repayment Obligation. If the Homeowner sells the Next Gen Home to a third party in a bona fide, arms-length transaction for less than the Purchase Price that the Homeowner paid for the Next Gen Home, then the Homeowner will not be required to satisfy the Repayment Obligation. "Purchase Price" means the total purchase price paid by the Homeowner for the Next Gen Home at the time the Homeowner acquired title, excluding closing costs, financing costs, prepaid items, prorations, and later improvements unless otherwise approved in writing by the County.

If the Homeowner sells the Next Gen Home for an amount greater than the Purchase Price, but the amount by which the sale price exceeds the Purchase Price is less than the otherwise applicable Repayment Obligation, then the Repayment Obligation shall be satisfied by payment to the County of the amount by which the sale price exceeds the Purchase Price.

The Homeowner may invoke this Section 2.D only if, at least fifteen (15) days before closing of the Third-party Conveyance, the Homeowner provides the County an appraisal by an appraiser licensed or certified in the State of Wisconsin, dated no more than sixty (60) days before closing, showing that the

appraised fair market value of the Next Gen Home does not exceed the Purchase Price by more than the amount proposed to be paid to the County under this Section 2.D. The exception to the Repayment Obligation set forth in this Section 2.D shall not apply to any lease of the Next Gen Home or any transfer other than a bona fide, arms-length sale of the Next Gen Home.

E. Foreclosure/Conveyance In Lieu of Foreclosure. Notwithstanding anything herein to the contrary, if the holder of any mortgage on the Next Gen Home (each, a "Mortgagee") shall acquire the Next Gen Home because of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of the Next Gen Home in lieu of foreclosure, the rights and restrictions contained herein shall terminate and not apply to such Mortgagee upon acquisition of the Next Gen Home, or to any purchaser of the Next Gen Home at a foreclosure sale conducted by such Mortgagee, or any purchaser of the Next Gen Home from such Mortgagee. The Next Gen Home shall then be free from all such rights and restrictions.

F. Subordination. This Agreement shall always be inferior and subordinate to the security interest of a Mortgagee. The County shall execute such documents and take other actions as may be reasonably required by Mortgagee to evidence Mortgagee's first and prior security interest in the Next Gen Home.

3. Miscellaneous Provisions.

A. Amendments. This Agreement may not be rescinded, modified, or amended, in whole or in part, without the written consent of the current owner of the Next Gen Home and the County.

B. Further Assurances. Homeowner agrees from time to time, as may be reasonably required by the County, to furnish the County, upon its request, with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of the Next Gen Home, information concerning the resale of the Next Gen Home and all other material information about the Next Gen Home or Homeowner's conformance with the terms of this Agreement.

C. Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or events other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and enforced to the fullest extent permitted by law.

D. Gender; Captions. The use of the plural in this Agreement shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders. The captions used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Agreement.

E. Binding Successors. This Agreement shall bind, and the benefits shall inure to, the respective parties, their legal representatives, executors, administrators, successors, and assigns.

F. Governing Law. This Agreement is being executed and delivered in the State of Wisconsin. It shall be governed by, construed, and enforced in accordance with the laws of Wisconsin without giving effect to any conflict of law provision or rule. The venue for any action relating to this Agreement shall be the Washington County Circuit Court or the United States District Court, Eastern District of Wisconsin.

G. Attorney's Fees. In the event of any legal actions or proceedings to enforce any rights under this Agreement, the County shall be entitled to recover from the Homeowner all reasonable costs and expenses incurred in connection with such action or proceeding, including, but not limited to, reasonable attorney's fees, court costs, and any other expenses related to the enforcement or defense of its rights under this Agreement.

IN WITNESS WHEREOF, the parties hereto each caused this Agreement to be duly executed and delivered by themselves or their respective duly authorized representatives as of the day and year set forth above.

Homeowner: _____ (Sign Name)

_____ (Print Name)

Date: _____

Homeowner: _____ (Sign Name)

_____ (Print Name)

Date: _____

WASHINGTON COUNTY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Legal Description of the "Next Gen Home"

Lot Ninety (90) of Partridge Hollow – Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.

Parcel Identification Number: [36_1701001056]

Purchase Price: Under $340,000

Base Incentive Amount: $26,000.00

NEXT GENERATION HOUSING DEED RESTRICTION DISCLOSURE
LOTS 89 AND 90 ONLY

The home you are buying is a "Next Gen Home" developed as part of the Washington County Next Generation Housing program to create attainable quality housing opportunities. If you sell, convey, lease, or otherwise transfer your Next Gen Home during the ten-year occupancy period, you may be required to pay Washington County (the "County") the amount set forth in the attached Deed Restriction and Next Generation Housing Occupancy Agreement to offset the incentive used to make the Next Gen Home attainable for you.

1. Deed Restriction. A deed restriction is a limitation on your use of the property. Attached to this Disclosure is a copy of the Next Generation Housing Deed Restriction recorded against the Next Gen Home. Per the Deed Restriction, by purchasing this Next Gen Home, you agree to pay the County the applicable repayment amount if you sell, convey, lease, or otherwise transfer the Next Gen Home during the ten-year occupancy period. The payment requirement is set forth in the Deed Restriction and explained in Section 4 below. If there is a conflict between this Disclosure and the Deed Restriction, the Deed Restriction shall govern.

2. Occupancy Agreement. In addition, you will be required to sign an Occupancy Agreement with the County. The Occupancy Agreement sets forth substantially the same terms as the Deed Restriction, except that you are making the agreement directly with the County. Per the Occupancy Agreement, by purchasing this Next Gen Home, you agree to pay the County the applicable repayment amount if you sell, convey, lease, or otherwise transfer the Next Gen Home during the ten-year occupancy period. The payment requirement is set forth in the Occupancy Agreement and explained in Section 4 below. If there is a conflict between this Disclosure and the Occupancy Agreement, the Occupancy Agreement shall govern.

3. Duration of Payment Obligation. The repayment obligation will apply to your Next Gen Home for a period of ten years from the date the final occupancy permit is issued for the home.

4. Payback Requirement. The deed restriction amount for the Next Gen Home will include a base incentive amount of $26,000.00, consisting of a $20,000.00 Next Generation Housing incentive and a $6,000.00 permit fee incentive. Before the first sale of the Next Gen Home, the County will obtain, at the County's cost, an appraisal to determine the fair market value of the Next Gen Home. If the appraised fair market value of the Next Gen Home exceeds the purchase price paid by you plus the $26,000.00 base incentive amount, then the amount of that excess will be added to the $26,000.00 base incentive amount. The resulting total is the "Deed Restriction Amount."

If you sell, convey, lease, or otherwise transfer your Next Gen Home during the ten-year occupancy period, the amount you must pay to the County will be calculated by multiplying the Deed Restriction Amount by the applicable percentage below:

Year 1 = 100%	Year 6 = 50%
Year 2 = 90%	Year 7 = 40%
Year 3 = 80%	Year 8 = 30%
Year 4 = 70%	Year 9 = 20%
Year 5 = 60%	Year 10 = 10%
After completion of Year 10 = 0%	

For example, if you sell the Next Gen Home during the eighth year of the occupancy period, the repayment obligation would be 30% of the Deed Restriction Amount. Assuming, for example only, that the Deed Restriction Amount is $26,000.00, the repayment obligation would be $7,800.00. **This is only provided as an example.**

YOU ARE ENCOURAGED TO OBTAIN THE ADVICE OF AN ATTORNEY PRIOR TO ENTERING INTO AN OFFER TO PURCHASE THE PROPERTY. YOU HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE READ THIS DISCLOSURE, THE NEXT GENERATION HOUSING DEED RESTRICTION, AND NEXT GENERATION OCCUPANCY AGREEMENT.

Buyer:_____

Buyer:_____

NEXT GENERATION HOUSING
DECLARATION OF RESTRICTION DISCLOSURE
LOTS 89 AND 90 ONLY

The home you are buying is a "Next Gen Home" developed as part of the Washington County Next Generation Housing program to create attainable quality housing opportunities. As such, certain investments have been made by Washington County. The purpose of this disclosure is to highlight the following matters related to the investments made by Washington County:

1. **NGH Mortgage**. One of the Washington County investments involved contributing funds to assist with infrastructure development, land acquisition or other eligible development expenses. As part of that process, a mortgage or lien was put into place between the builder and Washington County. You may notice this mortgage or lien when reviewing your title work for your home purchase. For Lots 89 and 90, Washington County and the builder have agreed that the existing NGH mortgage or lien will be satisfied or released in connection with an amendment to the development agreement for the property. This disclosure is provided for your information only. There is nothing further you need to do with respect to the existing NGH mortgage or lien.

2. **Declaration of Restrictions**. A Declaration of Restrictions has been recorded against your property, a copy of which is attached hereto. This document requires you as a property owner to limit use so that property is occupied and used only for single family, owner-occupied residential purposes. The term "residential purposes" includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation.

YOU ARE ENCOURAGED TO OBTAIN THE ADVICE OF AN ATTORNEY PRIOR TO ENTERING INTO AN OFFER TO PURCHASE THE PROPERTY. YOU HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE READ THIS DISCLOSURE AND THE DOCUMENTS REFERENCED HEREIN.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Document Number

Recording Area

NEXT GENERATION HOUSING DEED RESTRICTION

Return to:
Washington County
Community Development Department
Attn: Community Development Director
333 E. Washington Street, Suite 2300
West Bend, WI 53095-2003

Parcel Identification Number(s): 36_1701007055 (Lot 89); 36_1701007056 (Lot 90)

NEXT GENERATION HOUSING DEED RESTRICTION

This Next Generation Housing Deed Restriction (this "Deed Restriction") is granted as of the ____ day of _____, 2026, by Partridge Hollow A&N, LLC, a Wisconsin limited liability company ("Grantor").

RECITALS:

A. Grantor holds legal title to the following real property, which is the subject of this Deed Restriction:

Lots 89 and 90 of Partridge Hollow – Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin (the "Property");

B. Grantor intends to construct one (1) residential dwelling unit on each of Lot 89 and Lot 90, each of which shall be subject to the Program defined below (each, a "Unit" and collectively, the "Units");

C. Grantor is developing the Units as part of the Washington County Next Generation Housing Initiative (the "Program"), which addresses the need for high-quality, attainable housing within Washington County (the "County");

D. As part of the Program, and as an incentive to develop attainable housing, the County has provided or will provide an incentive package in the amount of Twenty-Six Thousand Dollars ($26,000.00) with respect to each Unit, consisting of a Twenty Thousand Dollar ($20,000.00) Next Generation Housing incentive and a Six Thousand Dollar ($6,000.00) permit fee incentive with respect to each Unit (together, the "NGH Incentive Amount"), the benefit of which is intended to be reflected in the purchase terms for the applicable Unit;

E. As a condition of receiving incentives through the Program, Grantor has agreed that this Deed Restriction will be imposed upon the Property and each Unit as a covenant running with the land, binding upon Grantor and Grantor's successors and assigns, and benefiting and enforceable by the County; and

F. The rights and restrictions granted herein serve the public's interest in creating safe, sanitary and affordable housing for residents of the County.

RESTRICTIONS:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor agrees that the Property and each Unit shall be subject to the following restrictions:

1. **Recitals Incorporated by Reference.** The recitals are incorporated by reference herein and made a part hereof.

2. **Occupancy Requirement.**

A. Occupancy Period. This Deed Restriction shall apply independently to each Unit. With respect to each Unit, the "Occupancy Period" shall commence on the date the Unit is issued a final occupancy permit allowing the Unit to be occupied by the first purchaser(s) of the Unit (the "Homeowner") and shall expire on the date that is ten (10) years after such final occupancy permit date, unless earlier terminated pursuant to Section 3. This Deed Restriction shall remain in effect with respect to each Unit until the expiration of the applicable Occupancy Period or the date terminated pursuant to Section 3, whichever is earlier (the "Termination Date"). On and after the Termination Date, this Deed Restriction shall be of no further force or effect with respect to that Unit.

B. Sale or Lease of Unit During Occupancy Period. If, during the Occupancy Period applicable to a Unit, the Homeowner sells, conveys, leases, or otherwise transfers the Unit, or any interest therein, to a third party, whether voluntarily or involuntarily, other than a transfer described in Section 3 or otherwise approved in writing by the County, such transaction shall constitute a "Third-party Conveyance." Upon a Third-party Conveyance, the Homeowner shall pay to the County the applicable percentage of the Deed Restriction Amount determined under Section 2.C below, which amount is referred to herein as the "Repayment Obligation."

Upon completion of each year of the Occupancy Period, the Homeowner shall earn credit against the Deed Restriction Amount at the rate of ten percent (10%) per completed year, provided the Homeowner has continuously owned and occupied the Unit as the Homeowner's primary residence. The entire Deed Restriction Amount shall be deemed earned upon completion of the tenth (10th) year of the Occupancy Period.

C. Repayment Percentage. The Repayment Obligation shall be determined independently for each Unit and shall equal the Deed Restriction Amount applicable to that Unit, as determined under Section 2.D, multiplied by the applicable percentage below:

- During Year 1 of the Occupancy Period = 100%
- During Year 2 of the Occupancy Period = 90%
- During Year 3 of the Occupancy Period = 80%
- During Year 4 of the Occupancy Period = 70%
- During Year 5 of the Occupancy Period = 60%
- During Year 6 of the Occupancy Period = 50%
- During Year 7 of the Occupancy Period = 40%
- During Year 8 of the Occupancy Period = 30%
- During Year 9 of the Occupancy Period = 20%
- During Year 10 of the Occupancy Period = 10%
- After completion of Year 10 of the Occupancy Period = 0%

For example, if the Homeowner of a Unit completed a Third-party Conveyance of the Unit during the eighth year of the Unit's Occupancy Period, the Repayment Obligation would be 30% of the Deed Restriction Amount applicable to that Unit. Assuming, for example only, that the Deed Restriction Amount applicable to the Unit is $26,000.00, the Repayment Obligation would be $7,800.00.

D. County Appraisal; Deed Restriction Amount. Before the first conveyance of each Unit to a Homeowner, the County shall obtain, at the County's cost, an appraisal of the Unit by an appraiser licensed or certified in the State of Wisconsin to determine the fair market value of the Unit as of the time of sale to the Homeowner.

For each Unit, the "Base Incentive Amount" is Twenty-Six Thousand Dollars ($26,000.00), consisting of the Twenty Thousand Dollar ($20,000.00) Next Generation Housing incentive and the Six Thousand Dollar ($6,000.00) permit fee incentive applicable to such Unit.

If the appraised fair market value of a Unit exceeds the sum of (i) the Purchase Price paid by the Homeowner for the Unit, plus (ii) the Base Incentive Amount, then the amount of such excess shall be added to the Base Incentive Amount and included in the deed restriction amount applicable to that Unit. The total amount resulting from the Base Incentive Amount plus any such excess amount is referred to herein as the "Deed Restriction Amount."

If the appraised fair market value of a Unit does not exceed the sum of the Purchase Price paid by the Homeowner for the Unit plus the Base Incentive Amount, then the Deed Restriction Amount for that Unit shall be the Base Incentive Amount. "Purchase

Price" means the total purchase price paid by the Homeowner for the Unit at the time the Homeowner acquired title, excluding closing costs, financing costs, prepaid items, prorations, and later improvements unless otherwise approved in writing by the County.

If required by the County, Grantor shall execute and record, before or at the time of conveyance of the applicable Unit to the Homeowner, an amendment, supplement, memorandum, or other instrument confirming the Deed Restriction Amount applicable to that Unit, together with any related repayment obligation agreement required by the County.

E. Exception to Repayment Obligation. If the Homeowner sells the Unit to a third party in a bona fide, arms-length transaction for less than the Purchase Price (as defined in Section 2.D. above) paid by the Homeowner for the Unit, then the Homeowner shall not be required to satisfy the Repayment Obligation.

If the Homeowner sells the Unit for an amount greater than the Purchase Price, but the amount by which the sale price exceeds the Purchase Price is less than the otherwise applicable Repayment Obligation, then the Repayment Obligation shall be satisfied by payment to the County of the amount by which the sale price exceeds the Purchase Price.

The Homeowner may invoke this Section 2.E only if, at least fifteen (15) days before closing of the Third-party Conveyance, the Homeowner provides the County an appraisal by an appraiser licensed or certified in the State of Wisconsin, dated no more than sixty (60) days before closing, showing that the appraised fair market value of the Unit does not exceed the Purchase Price by more than the amount proposed to be paid to the County under this Section 2.E. The exception to the Repayment Obligation set forth in this Section 2.E shall not apply to any lease of the Unit or any transfer other than a bona fide, arms-length sale of the Unit.

3. **Rights of Mortgagees.**

A. Foreclosure / Conveyance In Lieu Of Foreclosure. Notwithstanding anything herein to the contrary, if the holder of any mortgage on a Unit (a "Mortgagee") shall acquire a Unit because of foreclosure or similar remedial action under the provisions of such mortgage or upon conveyance of a Unit in lieu of foreclosure, the rights and restrictions contained herein shall terminate with respect to that Unit and shall not apply to such Mortgagee upon acquisition of the Unit, or to any purchaser of the Unit at a foreclosure sale conducted by such Mortgagee, or any purchaser of the Unit from such Mortgagee. The Unit shall then be free from all such rights and restrictions.

B. Subordination. This Deed Restriction shall be inferior and subordinate to the lien and security interest of any Mortgagee holding a mortgage encumbering the applicable Unit. Grantor shall execute such documents and take other actions as may be reasonably required by Mortgagee to evidence Mortgagee's first and prior security interest in a Unit.

4. **Joint and Several Liability.** Without limitation of any other rights or remedies of the County or its successors and assigns, in the event of Third-party Conveyance of a Unit in violation of the provisions of this Deed Restriction, the County shall be entitled to recover the Repayment Obligation from the Homeowner, the third party that received the conveyance of the Unit from the Homeowner, or both, jointly and severally.

5. **Covenants to Run with Property.** Grantor acknowledges, declares, and covenants, on behalf of Grantor and Grantor's successors and assigns, that: (i) this Deed Restriction constitutes covenants running with the land, encumbering the Property and each Unit for the applicable Occupancy Period; (ii) this Deed Restriction is binding upon Grantor and Grantor's successors and assigns and is not merely a personal covenant of Grantor; and (iii) this Deed Restriction shall inure to the benefit of, and be enforceable by, the County and its successors and assigns for the applicable Occupancy Period of each Unit.

6. **Miscellaneous Provisions.**

A. Amendments. This Deed Restriction may not be rescinded, modified, amended, released, or waived, in whole or in part, with respect to any Unit without the written consent of the County and the then-current owner(s) of the affected Unit, and any such rescission, modification, amendment, release, or waiver shall be recorded against the affected Unit.

B. Further Assurances. Grantor and each Homeowner, by acceptance of title to a Unit, agree from time to time, as may be reasonably required by the County, to furnish the County, upon its request, with a written statement, signed and, if requested, acknowledged, setting forth the condition and occupancy of each Unit, information concerning the resale of the Unit and all other material information about the Unit or Homeowners' conformance with the terms of this Deed Restriction. This provision shall bind Grantor, each Homeowner, and their respective successors and assigns for the duration of the applicable Occupancy Period.

C. Severability. If any provisions hereof or the application thereof to any person or circumstance shall come, to any extent, to be invalid or unenforceable, the remainder hereof, or the application of such provision to the persons or events other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each provision hereof shall be valid and enforced to the fullest extent permitted by law.

D. Gender; Captions. The use of the plural in this Deed Restriction shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders. The captions used in this Deed Restriction are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of this Deed Restriction.

E. Binding Successors. This Deed Restriction shall bind, and the benefits shall inure to, the respective parties, their legal representatives, executors, administrators, successors, and assigns.

F. Governing Law. This Deed Restriction is being executed and delivered in the State of Wisconsin. It shall be governed by, construed, and enforced in accordance with the laws of Wisconsin without giving effect to any conflict of law provision or rule. The venue for any action relating to this Deed Restriction shall be the Washington County Circuit Court or the United States District Court, Eastern District of Wisconsin.

G. Attorney's Fees. In the event of any legal actions or proceedings to enforce any rights under this Deed Restriction, the County shall be entitled to recover from the other party all reasonable costs and expenses incurred in connection with such action or proceeding, including, but not limited to, reasonable attorney's fees, court costs, and any other expenses related to the enforcement or defense of its rights under this Deed Restriction.

[signatures appear on next page]

DRAFT

IN WITNESS WHEREOF, Grantor has caused this Deed Restriction to be executed and delivered, and the County has accepted and acknowledged this Deed Restriction, as of the day and year set forth above.

GRANTOR:

Partridge Hollow A&N, LLC, a Wisconsin limited liability company

By: _____ Date: _____
Anthony Monfre, Member

By: _____ Date: _____
Nathan Dziatkiewicz, Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF WASHINGTON)

This Deed Restriction was acknowledged before me on _____, 2026, by Anthony Monfre and Nathan Dziatkiewicz, as Members of Partridge Hollow A&N, LLC, a Wisconsin limited liability company, on behalf of said limited liability company.

_____ (Signature of notarial officer)

_____ (Print name of notarial officer)

Notary Public, State of Wisconsin
My commission expires: _____

Drafted by:
Attorney Matthew B. Parmentier for Dempsey Law Firm, LLP
10 Forest Avenue, Suite 200, Fond du Lac, WI 54935
mbp@dempseylaw.com

DRAFT

Document # **1619946**
WASHINGTON COUNTY WISCONSIN
2025-09-04 10:48:00 AM

LISA BUDISH
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **$30.00**

Return via EMAIL
Pages: **5**

5

Document No.

DECLARATION OF RESTRICTIVE COVENANT

Return to:
Washington County
Community Development Dept.
333 E. Washington St. Suite 2300
West Bend, WI 53095

36_1701001052
36_1701001053
36_1701001054
36_1701001055
36_1701001056
36_1701001057
36_1701001058

Parcel Numbers

Declaration of Restrictive Covenant

This DECLARATION OF RESTRICTIVE COVENANTS ("**Declaration**") is made this 4 day of September 2025, by A&N Homes LLC, a Wisconsin limited liability company ("**Declarant**") in favor of Washington County, Wisconsin, acting by and through its Community Development Department with offices located at 333 E. Washington St., Suite 2300, West Bend, WI 53095 (the "**County**").

WHEREAS, the Declarant is the fee simple owner of real estate located in Washington County, Wisconsin, as more particularly described in Exhibit A ("**Property**");

WHEREAS, the Property is being developed as part of Washington County's Next Generation Housing Initiative, which addresses the need for high-quality, attainable housing within the County;

WHEREAS, the Declarant has received certain incentives from the County for purposes of constructing housing units on the Property;

WHEREAS, consistent with the objectives of the Next Generation Housing Initiative, the County requires that purchasers of housing units to be constructed on the Property reside in said housing units; and

WHEREAS, Declarant agrees to place certain restrictive covenants on the Property, in order that the Property shall remain occupied by the homeowner(s).

NOW, THEREFORE, for good and valuable consideration, Declarant hereby declares as follows:

1) Prohibitions. The Declarant shall ensure that these prohibitions shall run with the Property in perpetuity, and be binding on the Declarant and its successors, assigns, lessees, and other occupiers and users.

a) Owner Occupancy. The Property is subject to an owner occupancy restriction, which means the Property must be occupied by the owner of record listed on the deed or other official ownership documents (individually a "**Homeowner**" and collectively "**Homeowners**" if more than one) and used by the Homeowner as their primary residence. Rental or leasing of the Property, in whole or part, to a member of the public for purposes of temporary or permanent occupancy is prohibited, unless otherwise required by law or court decree.

b) Residential Use. The Property shall be used solely for residential purposes and in a manner that is necessary to or normally associated with the use and enjoyment of a home site as a principal place of residence.

2) Successors in Interest. Each part of the Property shall be held, sold and conveyed subject the covenants, conditions, and restrictions contained in this Declaration, which shall run with the land, and shall be binding upon all parties acquiring or holding any right, title or interest in the Property (or any part thereof), their heirs, personal representatives, successors or assigns, and the covenants, conditions, and restrictions contained herein shall inure to the benefit of each owner thereof.

3) Amendment. This Declaration may be amended only by a written document signed by the County and the Homeowner(s) holding title to at least 75% of the total assessed value of the Property.

4) Miscellaneous.

a) **Recording**. The Declarant shall record this Declaration in the records of the office of the register of deeds of Washington County, shall ensure that this Declaration is properly indexed against the Property.

b) **Third-Pary Beneficiary**. In exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the County shall be deemed a Third-Party Beneficiary to this Declaration. In no event shall the County or any approving authority be responsible for any losses, liabilities, damages, costs or expenses arising out of this Declaration.

c) **Expenses.** In the event that any legal action is filed arising out of, or relating to this Declaration and the County is a party to said action, in the event that the County is the prevailing party, all non-prevailing parties, jointly and severally, shall be liable to the County for all costs and expenses incurred by the County in defending or prosecuting such action, including reasonable attorneys fees.

d) **Dispute Resolution.** Any dispute, controversy, or claim arising out of or relating to this Declaration shall be resolved exclusively pursuant to this section. The parties to a dispute shall first attempt to resolve any dispute in good faith by negotiation. At any time, the parties may submit the dispute to any mutually-agreed mediation service for mediation. If the parties cannot resolve any dispute following mediation, either party may file suit in the Circuit Court of Washington County, Wisconsin, and each of the parties to any such action consents to exclusive jurisdiction of such court and waives any objection to venue therein.

e) **Agreement; Applicable Law.** This document constitutes the entire agreement of the parties and shall be construed in accordance with the laws of the State of Wisconsin.

f) **Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

g) **Captions.** The captions and section headings herein are inserted only as matters of convenience and for references, and in no way define nor limit the scope or intent of the various provisions hereof.

h) **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability or any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

i) **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power.

IN WITNESS WHEREOF, Declarant has executed this Agreement as of the date set forth above.

DECLARANT:
A&N Homes, LLC,
a Wisconsin Limited liability company

By: Anthony Monfre 9/4/25

By: Nathan Dziatkiewicz 9/4/25

Drafted by:
Attorney Ryan M. Plisch for Dempsey Law Firm, LLP
10 Forest Avenue, Fond du Lac, WI 54935
RMP@dempseylaw.com

STATE OF WISCONSIN)
) ss.
COUNTY OF WASHINGTON)

Personally came before me this 4 day of a, 2023, the above named Anthony Monfre and Nathan Dziatkiewicz, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Katie G Newbern
(Name of notary public)
Notary Public, State of Wisconsin
My commission expires: 7/20/2024
☐ This notarial act involved the use of communication technology.

EXHIBIT A

Lot Eighty-six (86) of Partridge Hollow - Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.
Tax Key No. 36_1701001052

Lot Eighty-seven (87) of Partridge Hollow - Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.
Tax Key No. 36_1701001053

Lot Eighty-eight (88) of Partridge Hollow - Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.
Tax Key No. 36_1701001054

Lot Eighty-nine (89) of Partridge Hollow - Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.
Tax Key No. 36_1701001055

Lot Ninety (90) of Partridge Hollow - Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.
Tax Key No. 36_1701001056

Lot Ninety-one (91) of Partridge Hollow - Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.
Tax Key No. 36_1701001057

Lot Ninety-two (92) of Partridge Hollow - Phase 4 subdivision, in the City of Hartford, Washington County, Wisconsin.
Tax Key No. 36_1701001058