

Document Number

**Declaration of Covenants,
Conditions, and
Restrictions for Heritage
Park North**

Recording Area

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Parcel Identification Numbers

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
HERITAGE PARK NORTH**

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Located in the
Village of Germantown, County of Washington
Wisconsin.

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE PARK NORTH (this "**Declaration**") is made this ____ day of _____ 2022, by Home Path Financial Limited Partnership ("**Declarant**").

WHEREAS, Declarant is the fee simple owner of the real property located in the Village of Germantown, County of Washington, Wisconsin (the "**Village**") described on Exhibit A-1 attached hereto (the "**Property**").

WHEREAS, Declarant desires to subject the Property to this Declaration and the conditions set forth herein.

**ARTICLE I
BUILDING AND USE RESTRICTIONS**

1. **Purpose.** The purpose of this Declaration is to insure the use of the Property for a single-family residential subdivision, 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 his or her 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 "Heritage Park North" in the office of the Washington County Register of Deeds in [Volume ___, Pages ___ as Document Number ___] (the "**Plat**") a copy of which is attached hereto as Exhibit A-2. The term "**Lot**" shall mean any Lot in the Subdivision. For the Purposes of this Declaration, the term "**Residential Owner**" shall mean the owner of any Lot in the Subdivision.

3. **Single-Family Residence.** All Lots in the Subdivision are hereby restricted to allow the erection of only one (1) single-family residence (the "**Residence**"). 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 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 (1) single-family dwelling and private attached garage with a capacity for at least two (2) vehicles. Such attached garage shall have a minimum depth of 20 feet and a maximum area of 800 square feet. 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, or handling their personal business or professional telephone calls or correspondence from their Residence. 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, in the event Declarant no longer owns any interest in any Lot, designated by the Board of Directors (defined below). All members of the Committee shall serve at Declarant's pleasure until such time as Declarant no longer owns any interest in any Lot. 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 interest in any Lot in the Subdivision, Declarant and Committee members shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the Board of Directors of the Association (defined below) shall elect the members and fill vacancies on the Committee. In the event of any vacancy during the time Declarant owns any interest in any Lot, 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 elect the members and fill vacancies in the Committee. A member of the Committee may resign by submitting a written resignation to the address to which plans and specifications to the Committee are to be sent under Article II, Section 3 below. For the purpose of this Article, each Lot shall have a single vote.

3. **Procedure.** A Residential Owner desiring to construct 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 attached hereto as Exhibit C, 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.
- i. Any additional requirements specified in the Development Agreement (defined below).

All plans and specifications shall be submitted via email to [permitting@steppingstonehomes.net] 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 his or her 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 of Directors by providing written notice to the Board of Directors 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;
or
- b. are not desirable for aesthetic reasons; or
- c. are not in harmony with buildings located on this surrounding Lots; or
- d. exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- e. are not in conformity with the general purposes of this Declaration as set forth in Article I, Section 1 hereof; or
- f. have exterior lighting in violation of Section 1.14(2) of the Development Agreement (defined below).

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 Lot or other real property within the Subdivision.

6. **Garage Locations.** Not more than one (1) private attached garage with a capacity for at least two (2) vehicles may be constructed on a Residence Building.

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 ranch-style houses shall have not less than one thousand four hundred (1,400) square feet of finished area.]

(b) Two-story houses shall have not less than a combined total of one thousand six hundred (1,600) square feet of finished area on both floors. The first floor shall have no less than eight hundred (800) square feet of livable area on the first floor.]

9. **Yard 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: 65 feet from arterial streets or highways and a minimum of 35 feet from nonarterial streets or private roads.
- b. Minimum Side Setback: 15 feet from side of the Lot.
- c. Minimum Rear Setback: 35 feet from the rear Lot line.
- d. Any other standards required for the Village of Germantown Municipal Ordinance, 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 roof pitch of not less than [6:12] and eaves of the main roof shall extend beyond the nearest vertical wall not less than [one (1) foot].

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 of coniferous trees, trees and shrubbery containing edible fruit and nut bearing species, vines, grasses, and rain gardens furnished at the time of the completion of the home 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. **All turf, trees, and plantings within landscape easements as identified on the plat and other executed easement dedications shall be maintained by the HOA, as well as the subdivision monumentation shown on the landscape plans**

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

b. Each Lot 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, and not exceed [144] sq. ft. The garden area's location shall be approved by the Committee and such garden area may be enclosed by a decorative fence.

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

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.

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 Village of Germantown and the County of Washington. Site plans (setbacks), building grade, and Lot grading shall be set by a registered land surveyor, engineer, or the Village of Germantown prior to construction. The Residential Owners shall provide Declarant with appropriate evidence that this paragraph 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 completion, 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 June 30 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 May 30 following the completion of the Residence.

c. All residences shall have a minimum of two trees and/or shrubs per dwelling unit, per Exhibit C Landscape plans

The Association 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, all at the cost of such Residential Owner, and 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 shall be used as fill material for other areas in the Subdivision. The Declarant to 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 property, 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. **Additional Buildings.** No additional temporary or permanent buildings whether garage, storage building, or a combination of both shall be allowed. Notwithstanding anything to the contrary, in-ground swimming pools and boundary fences (but not privacy fences) shall be expressly permitted subject to approval by the Board of Directors or Committee, as applicable, but in any event in compliance with all applicable ordinances.

19. **Signs and Antennae.** No 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 bullder 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 surrounding neighborhood 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 (1) household, 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. **Temporary Structures; Personal Property/Outdoor Vehicle Storage.** No temporary structures, such as trailers, mobile homes, campers, tents, shacks, or similar structures shall be permitted on any Lot permanently. Such temporary structures are permitted on any Lot for not more than twenty-four (24) hours at a time for the purpose of loading or unloading the temporary structure. No structure other than a fully completed Residence shall be occupied. 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 unless it is on the Lot for not more than twenty-four (24) hours at a time for the purpose of loading or unloading. This restriction 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 Lot Owner shall be responsible for maintaining their Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee.

23. **Utilities.** All utilities serving any building or site 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 pursuant to the Development Agreement.

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 Village of Germantown's review and approval.

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 Lots 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 (defined below). The foregoing shall be in addition to any other rights or remedies which may be available to the Declarant.

2. **Good Faith Decisions by Declarant.** Each Residential Owner, by the purchase of its 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 sign.

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 Lots 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 in it shall be maintained continuously by the owner of the Lot, 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 Residential Owners over portions of the Subdivision deemed necessary or desirable for surface and storm water drainage in accordance with the approved Development Agreement recorded as Document No. 1478004 in the office of the Washington County Register of Deeds (the "**Development Agreement**") and all applicable federal, state, county and Village of Germantown regulations, guidelines, specifications, laws and ordinances, and as reviewed and approved by applicable governmental authorities and on file in the Village of Germantown's 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. The association and/or Residential Owner shall cooperate with the Village of

Germantown in recording any instrument deemed necessary by the Village to address the provisions of Wis. Stat. § 893.33(6).

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

g. **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.

i. 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.

ii. 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.

iii. The single Arbitrator shall be appointed by the 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.

iv. 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 reasonable attorneys' fees, incurred related to that challenge or enforcing this right to indemnity.

ARTICLE V

HOMEOWNERS' ASSOCIATION AND ASSESSMENTS

1. **Establishment of Association.** An association (herein referred to as 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, including the financial obligations, 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 "*Heritage Park North 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 for 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.** 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 and 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. In the event a Lot is owned by more than one (1) person or entity, only one (1) 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.

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 Lots, 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 (i) a Residential Owner; (ii) an officer or equity holder if the Residential Owner is an entity, or (iii) 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 (which have been appointed by the Declarant) 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 the Lots 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 (3) Initial Directors. 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, each from the date of the annual meeting first following the meeting at which such Director is first elected by the Members. 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 Section 4.6 of 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 no fewer than 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 of Directors. Actions of the Board shall be taken by majority vote of the Directors. The Board shall call a meeting of all the Residential Owners 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 of a Lot 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 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 maintain said Residential Owner's Lot in accordance with reasonable standard of the Subdivision; or otherwise fail 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. Declarant shall not be required to pay any Assessment on any Lots owned by Declarant.

c. 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.

d. 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.

e. 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.

f. 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.

g. The Board may record a document with 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.

h. In the event any member whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by sale of his or her Lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

ARTICLE VI

GENERAL PROVISIONS

1. **Severability.** Invalidation of anyone 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 Lots 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 interest in any Lot, no amendment, modification, or supplement to the Declaration shall be effective unless executed by Declarant in its sole discretion. No amendment, modification or supplement to Article IV, Paragraph 1.e. shall be effective unless also approved by the Village of Germantown.

4. **Term.** The covenants, rights, terms, reservations, limitations, agreements, and restrictions contained in this Declaration shall 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, which Notice of Termination shall be effective upon the expiration of the initial thirty (30) 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 under or through the Declarant. The provisions of Article IV Paragraph 1.e. shall survive the termination of this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this ____ day of _____, 2022.

DECLARANT:

Home Path Financial Limited Partnership

By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before this ____ day of _____, 2022, the above-named _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same in such capacity.

_____, Notary Public
State of Wisconsin
My Commission expires _____

EXHIBIT A-1

Legal Description

BEING ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE. 1/4, NW. 1/4, SE. 1/4, AND SW. 1/4 OF THE NW. 1/4 OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

EXHIBIT A-2

Plat

[See Attached]

EXHIBIT B

Building Materials and Architectural Specifications

Vinyl siding is permitted

15% masonry on front elevation

All exterior chimneys shall be constructed with masonry, stone, stucco, or siding. Chimney caps may extend no further than 16" above chimney.

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 material.

Roof areas shall be covered with wood shakes, 30-year dimensional fiberglass or asphalt shingles, copper, tile, or other approved metals or other Committee approved material.

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 Committee.

Any proposed mailboxes other than that provided by declarant must be approved by Declarant for uniformity until such time the association is turned over. No lamp post shall be allowed.

Only in-ground pools are permitted and must be approved by the Committee. Playground equipment must be approved by the Committee.

Proposed fencing shall be located exclusively in the rear yard area and is limited to 60" above approved grade at the proposed locations of fencing. It is the general intent not to have back-to-back. All fencing shall be reviewed and approved by the Committee and must meet all municipal requirements. Proposed fencing shall be limited to the following materials, with a manufacture's cut-sheet provided with the plan submittal;

- Ornamental Extruded Aluminum
- PVC
- Natural Cedar
- No Chain link fences are acceptable

EXHIBIT C

Landscape Plan

[See attached]

Exhibit C

Endorsement stamp digitally applied
Please keep attached to original document

Document # **1580213**
WASHINGTON COUNTY WISCONSIN
2023-06-12 4:30:00 PM

Sharon A. Martin
SHARON A MARTIN
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

Return via **MAIL (REGULAR)**
Pages: **6**

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR HERITAGE PARK NORTH**

Document Number

Document Title

Recording Area

Name, Drafted by, and Return Address:

Michelle Wagner Ebben, Esq.
Michael Best & Friedrich LLP
790 N. Water Street Suite 2500
Milwaukee, WI 53202

PIN: GTNV-342426

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HERITAGE PARK NORTH**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Heritage Park North ("First Amendment") is made this 19th day of MAY 2023 ("Effective Date") by Home Path Financial Limited Partnership ("Declarant").

RECITALS

1. Declarant recorded a Declaration of Covenants, Conditions, and Restrictions for Heritage Park North in the Office of the Register of Deeds for Washington County, Wisconsin on January 25, 2023, as Document No. 1574446 ("Declaration"); and
2. Declarant desires to amend the Declaration as set forth herein.

AMENDMENT

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. **Article VI, Section 3.** Article VI, Section 3 is deleted in its entirety and replaced with the following:

"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 Lots, 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 by the Declarant. Further, Declarant may modify, amend, or supplement this Declaration in its sole discretion."

2. **Article II, Section 27.** Article II, Section 27 is hereby added to the Declaration as follows:

"27. **Prohibition on Pools and Fences.**

a. **Pools.** No pools shall be erected upon any Lot in the Subdivision except in accordance Article II, Section 3 and with the prior written consent of the Committee. All approved pools and the installation thereof must comply with applicable local zoning requirements and building codes. In the event a Residential Owner installs or constructs any pool without the prior written consent of the Committee, the Committee may, upon fifteen (15) days' notice, remove such pool and offset the costs 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).

b. **Fences.**

i. No fences or screening of any kind shall be erected or maintained on any Lot except: (1) fences that comply with the requirements in subsection (ii) below may be erected and maintained after the Residential Owner provides at least ten (10) days' prior written notice to the Committee; and (2) all other fences or screening may only be erected and maintained with the prior written consent of the Committee as to the location, material, and height. 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 may require an application be submitted setting forth the proposed location, material, and height of all such fences.

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.
4. The Committee, in their 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 borne solely by the Residential Owner.
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 soil.
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)."

3. Except as amended herein, all other terms set forth in the Declaration shall remain unchanged. All capitalized terms not otherwise defined herein shall have the definition as set forth in the Declaration.

[Signature on the following page.]

IN WITNESS WHEREOF, Home Path Financial Limited Partnership has caused this First Amendment to be executed as of the Effective Date.

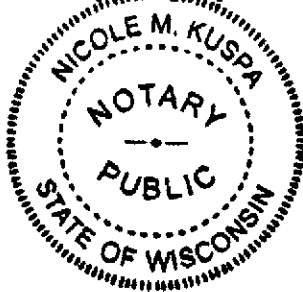
DECLARANT:
HOME PATH FINANCIAL LIMITED PARTNERSHIP

By: *Jeffrey Klein*
Name: JEFFREY KLEIN
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

Personally came before me this 19th day of MAY, 2023, the above named JEFFREY KLEIN me known to be the PRESIDENT of Home Path Financial Limited Partnership, who executed the foregoing instrument and acknowledge the same as the act of such limited liability company.



Nicole M. Kuspa
Name: NICOLE M. KUSPA
Notary Public, State of Wisconsin
My Commission: 01/26/2026

Exhibit A
Legal Description

LOTS 1 THROUGH 35 AND OUTLOT 1 OF HERITAGE PARK NORTH SUBDIVISION CREATED BY ITS PLAT RECORDED ON JANUARY 25, 2023, AS DOCUMENT NUMBER 1574445 IN THE OFFICE OF THE WASHINGTON COUNTY REGISTER OF DEEDS, BEING A REDIVISION OF ALL OF THE OUTLOT OF CERTIFIED SURVEY MAP NO. 4988 AND LOT 6 OF HERITAGE PARK, BEING PART OF THE NE 1/4, NW 1/4, SE 1/4, AND SW 1/4 OF THE NW 1/4 OF SECTION 34, T.9N., R.20E., VILLAGE OF GERMANTOWN, WASHINGTON COUNTY, WISCONSIN.

Tax Parcel Numbers:

Lot 1:	GTNV_342427
Lot 2:	GTNV_342428
Lot 3:	GTNV_342429
Lot 4:	GTNV_342430
Lot 5:	GTNV_342431
Lot 6:	GTNV_342432
Lot 7:	GTNV_342433
Lot 8:	GTNV_342434
Lot 9:	GTNV_342435
Lot 10:	GTNV_342436
Lot 11:	GTNV_342437
Lot 12:	GTNV_342438
Lot 13:	GTNV_342439
Lot 14:	GTNV_342440
Lot 15:	GTNV_342441
Lot 16:	GTNV_342442
Lot 17:	GTNV_342443
Lot 18:	GTNV_342444
Lot 19:	GTNV_342445
Lot 20:	GTNV_342446
Lot 21:	GTNV_342447
Lot 22:	GTNV_342448
Lot 23:	GTNV_342449
Lot 24:	GTNV_342450
Lot 25:	GTNV_342451
Lot 26:	GTNV_342452
Lot 27:	GTNV_342453
Lot 28:	GTNV_342454
Lot 29:	GTNV_342455
Lot 30:	GTNV_342456
Lot 31:	GTNV_342457
Lot 32:	GTNV_342458
Lot 33:	GTNV_342459
Lot 34:	GTNV_342460
Lot 35:	GTNV_342461
Outlot 1:	GTNV_342462