


DECLARATIONS OF RESTRICTIONS
 FOR
 HERITAGE HILLS SUBDIVISION
 GERMANTOWN, WISCONSIN
 DEVELOPER: HERITAGE HILLS JOINT VENTURE
 JEROME A BENCE, JR.

"HERITAGE HILLS" being a subdivision of a part of the Northwest $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin bounded and described as follows:

Commencing at the Southwest corner of said $\frac{1}{4}$ Section; thence N 02.04,19" W along the West line of said $\frac{1}{4}$ Section 214.50 feet to the point of beginning; thence continue N 02.04,19" W along the West line of said $\frac{1}{4}$ Section 746.26 feet; thence N 76.12,38" E 153.10 feet; thence N 69.15,55" E 150.12 feet; thence N 68.42,09" E 237.82 feet; thence N 61.24,50" E 227.14 feet; thence N 57.39,11" E 60.00 feet; thence S 32.20,49" E 3.34 feet; thence N 52.17,37" E 667.34 feet to a point on the East line of the West $\frac{1}{2}$ of said $\frac{1}{4}$ Section; thence S 02.23,46" E along the East line of the West $\frac{1}{2}$ of said $\frac{1}{4}$ Section 1646.53 feet to a point on the South line of said $\frac{1}{4}$ Section and a point on the center line of Donges Bay Road; thence S 88.23,32" W along the South line of said $\frac{1}{4}$ Section and the center line of said road 1110.69 feet; thence N 02.04,19" W parallel to the West line of said $\frac{1}{4}$ Section 214.50 feet; thence S 88.23,32" W parallel to the South line of said $\frac{1}{4}$ Section 214.50 feet to the point of beginning. Containing 36.44 acres of land more or less.

EXCEPTING therefrom those parts dedicated for public street purposes.


 JEROME A. BENCE, JR.
 DEVELOPER

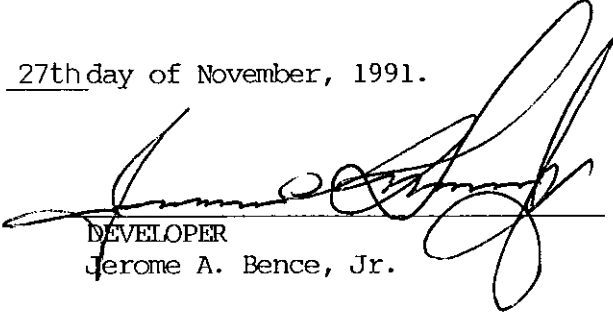
NOV 5 2 52 PM '91

RECORDED

5. BUILDING TYPE AND SIZE. Paragraph "E" to read as follows: "Exterior walls of residence and garage need not be of natural materials but all front elevations must be fifty percent (50%) masonry. Salt Box design is exempt from the 50% masonry requirement."

This Amendment approved by the Developer, who as of this date is legal owner of more than sixty percent (60%) of the lots in the Subdivision.

Dated at Germantown, Wisconsin this 27th day of November, 1991.


DEVELOPER
Jerome A. Bence, Jr.

State of Wisconsin)
) ss.
Washington County)

On the above date the foregoing instrument was acknowledged before me by the above named person.

Andrea C. Buth
Andrea C. Buth

Notary Public
State of Wisconsin
My commission expires 7-13-94

This document was drafted by: Andrea C. Buth

JOB #

DEC 19 1991

Ck# Date Amt.

WHEREAS, said HERITAGE HILLS JOINT VENTURE, intends to develop and improve the above described lands into building lots and is desirous of maintaining fair and adequate values in the above described lands, and of continuing said lands as a desirable resident area within the Village of Germantown, Washington County.

NOW, THEREFORE, in consideration of the foregoing said Jerome A. Bence, Jr., does hereby impose and charge said lands with the following covenants and restrictions:

1. STRUCTURES PERMITTED - On lots zoned for residential purposes, no structure or structures shall be erected, altered, placed or permitted to remain upon any lot except a residential dwelling and a private garage.

2. ARCHITECTURAL CONTROL - No structure shall be erected, altered, or placed upon any lot unless and until the building plans, specifications and plot plans showing the location of such structure have been approved in writing as to the materials to be used in construction, the conformity and harmony of external design and color of the structure to be erected, with the existing or contemplated structures, and the location of the structure to be erected with respect to lot lines by an Architectural Committee composed of HERITAGE HILLS JOINT VENTURE, which includes; JEROME A. BENICE, JR., of Colgate, Wisconsin, BRIAN J. BENICE, of Colgate, Wisconsin, SCOTT J. BENICE, of Colgate, Wisconsin, THERESA MARIE BENICE, of Colgate, Wisconsin, either member of the committee can approve.

In the event of the death or resignation of any member of members of said committee, the remaining member or members shall have full authority to appoint by majority vote a successor member or members to serve on said committee and, pending such appointment, to approve or disapprove any plans, specifications or plot plan as herein provided. In the event said committee or its designated representative fails to approve or disapprove any plans, specifications or plot plans as herein provided within thirty (30) days after the erection of such structure or the making of such

alterations has been commenced prior to one (1) year from the completion thereof, such approval will not be required, and this provision shall be deemed to have been fully satisfied, none of the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this provision.

3. CONSTRUCTION - All structures on any lot in said subdivision shall be enclosed and under roof with the finished exterior materials in place within one (1) year after the commencement of construction.

4. BUILDING LOCATIONS - Setbacks, height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the Village of Germantown (herein referred to as "Village").

5. BUILDING TYPE AND SIZE - All lots in the Subdivision are restricted to the erection of a one story, story and one-half, two story or split level residence building with an attached two (or more) car garage. Residence buildings, exclusive of garages, shall be subject to the following area restrictions:

A. A one story home shall be a minimum of one thousand five hundred (1500) square feet.

B. A story and one-half home shall be a minimum of one thousand eight hundred (1800) square feet with a minimum of one thousand (1000) square feet on the first floor.

C. A two story home shall be a minimum of one thousand eight hundred (1800) square feet with a minimum of one thousand (1000) square feet on the first floor.

D. A split level home shall have a minimum of one

thousand five hundred (1500) square feet of finished living space, exclusive of lower level.

E. Front elevation to have natural material. Salt Box elevation may correspond with balance of home.

6. ^{Front elevation to have 50% masonry.} SURFACE DRAINAGE AND ELEVATION GRADE - A master surface drainage and housegrade plan has been prepared by Developer designating the manner in which each lot shall drain in relation to all other lots in the Subdivision and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and in the office of the Village Engineer and Building Inspector. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village, and the Developer. Within sixty (60) days after completion of a dwelling on any lot in the Subdivision the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will alter the plan or impede or obstruct the flow of surface drainage water in accordance with the plan.

7. GARAGES - All garages shall be built at the same time as the private dwelling and shall be large enough to accomodate a minimum of two (2) or more cars. Absolutely no boat, mobile home, vehicle licensed as a truck, or trailer of any kind may be parked on any lot outside of the garage or within the Subdivision perimeter, except for trucks delivering materials or merchandise, or used during construction or remodeling periods.

8. NUISANCES - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by Developer and an occupancy permit obtained from the Village.

9. COMPLETION OF CONSTRUCTION - All buildings shall be

completed within one (1) year from the date ground is broken for such buildings.

10. SWIMMING POOLS - Swimming pools are permitted if they are in-ground and meet Village ordinances and specifications, and plans for said pools are approved by the Architectural Control Committee, which plans shall denote design, offsets, landscape treatment and fencing proposed.

11. ELECTRIC YARD LIGHTS -

- A. For purposes of safety, the Developer shall require the installation of an electric yard light on each platted residential lot. Each such light shall be of a reasonably uniform design throughout the subdivision and placed on the lot at the time of finish grading of the yard by the homeowner within ten (10) feet off the access street right-of-way and aligned with the front entrance walkway to the residence.
- B. Each home owner at time of closing will be charged \$300.00 for light post and lamp and will receive a certificate to pick up a light pole and lamp at Developers place of business.

12. LANDSCAPING - Lots shall be landscaped and seeded or sodded within one (1) year after completion of a dwelling thereon. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed within one (1) year from the date the premises are completed.

13. ENFORCEMENT - The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages and/or demand compliance, provided however, that no actions shall be commenced after one (1) year from the date on which the violation first occurred.

14. TELEPHONE AND ELECTRIC SERVICE - All telephone and electric service to any building on any lot shall be underground from the underground utilities system and no overhead service shall be provided or allowed.

15. TERM - These restrictions shall run with the land and shall be binding upon all parties and persons having any interest

in the land affected hereby for a period of twenty-five (25) years from the date of this Declaration of Restrictions is recorded, unless an amendment extending or reducing the term hereof is recorded prior to the expiration of such period.

16. SEVERABILITY - Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect any of the other provisions, which shall remain in full force and effect.

17. AMENDMENTS TO DECLARATION - This declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty (60) percent of the lots in the Subdivision; provided, however, so long as the Developer owns any parcel or lot in the Subdivision, any amendment is subject to the approval of, and must be executed by, Developer. Amendments shall become effective only upon due recording with the office of the Register of Deeds for Washington County, Wisconsin.

18. FUTURE SUBDIVISION LOTS - There shall be no future division of subdivision of lots on this plat without the approval of the Plan Commission of the Village.

19. CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS - In the event of any conflict between these restrictions and the Village's zoning and building regulations, the stricter provisions shall apply.

20. OCCUPANCY - No residence shall be occupied prior to the completion of the exterior surfacing of said dwelling and the lot finished to rough grade.

21. SIGNS - No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet Advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

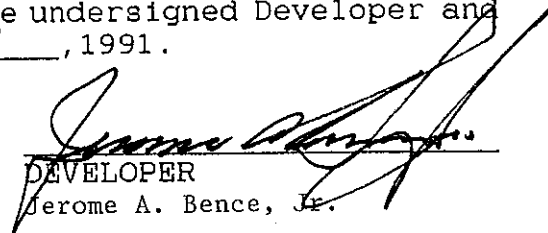
22. ANIMALS - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor exceed two (2) in number.

23. WASTE DISPOSAL -No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

24. TEMPORARY STRUCTURES- No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

25. MAILBOX -Exterior mail box is to be in conformity with the design approved by the Architectural Control Committee.

26. STREET LANDSCAPING MAINTENANCE- The owners of lots within the subdivision will be responsible to maintain the landscaping within cul-de-sac islands and the entrance island in accordance with the following allocation of responsibility: Lots 1 and 37 to maintain the Heritage Hills Parkway Blvd.; Lots 30, 31, 32, and 33, to maintain the Wilson Drive Island; Lots 17, 18, 19, 20, 21, 22, 23, and 24 to maintain the Wilson Cr. Island; Lots 38, 39, 40, 41 and 42 to maintain the Heritage Hills Crt. Island; and Lots 7, 8, 9, and 10 to maintain the Heritage Hills Island. If the landscaping is not properly maintained, the Village may do such work and charge the cost thereof in accordance with Secs. 6.04 and 9.05(2) of the Heritage Hills Phase I Planned Development District Agreement entered into by and between the undersigned Developer and the Village of Germantown on October 7, 1991.


DEVELOPER
Jerome A. Bence, Jr.

State of Wisconsin
Washington County

On the above date the foregoing RB instrument was acknowledged before me by the above named person RB.

Engel L. Nargan
Notary Public State of Wisconsin

My commission expires 3/20/94
RB

This instrument was drafted by: RB
Jerome A. Bence, Jr.

Return To
J. B. J. Construction
One
P.O. Box 364
Merrill Falls, Wis.
53051

RECORDED

Dec 13 9 00 AM '91

Boethy, A. Manning
REGISTER OF DEEDS
OF WASHINGTON COUNTY, WIS.

AMENDMENT TO
DECLARATION OF RESTRICTIONS
OF
"HERITAGE HILLS SUBDIVISION"

Whereas, the Developer, Jerome A. Bence, Jr. dba Heritage Hills Joint Venture, caused to be recorded the Declaration of Restrictions for Heritage Hills Subdivision, dated October 7, 1991, and recorded in the office of the Register Of Deeds for Washington County on November 5, 1991 2:52PM, in Volume 1152 of Records, p. 113 as Document No. 588037,

And whereas, the Developer desires to amend said Declaration Of Restrictions, the original Declaration Of Restrictions is hereby amended as follows:

2. ARCHITECTURAL CONTROL. 2nd paragraph to read as follows: "In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to appoint by majority vote a successor member or members to serve on said committee and, pending such appointment, to approve or disapprove any plans, specifications or plot plan as herein provided. None of the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this provision."

4. BUILDING LOCATIONS. to read as follows: "Setbacks, height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the Village Of Germantown (herein referred to as "Village", except for the minimum front building setback for Lots 19, 20, 21, 39, 40 and 41, which setback shall be 35'".

Handwritten signature or initials on the left margin.

*Return To
J.B.J. Properties
P.O. Box 364
Mero Falls Wis
53051*

RECORDED

JAN 27 9 00 AM '92

Ready & Learning
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

AMENDMENT TO
DECLARATION OF RESTRICTIONS
OF
"HERITAGE HILLS SUBDIVISION"

Whereas, the Developer, Jerome A. Bence, Jr. dba Heritage Hills Joint Venture, caused to be recorded the Declaration of Restrictions for Heritage Hills Subdivision, dated October 7, 1991, and recorded in the the office of the Register of Deeds for Washington County on November 5, 1991 in Volume 1152 of Records, p. 113 as Document No. 588037,

And whereas, the Developer caused to be recorded an Amendment To Declaration of Restrictions, dated November 27, 1991, and recorded in the office of the Register of Deeds for Washington County on December 13, 1991 in Volume 1159 of Records, p. 241 as Document No. 590282,

And whereas, the Developer desires to amend said Declaration of Restrictions and said Amendment To Declaration of Restrictions, the original Declaration of Restrictions and the aforesaid Amendment To Declaration of Restrictions, are hereby amended as follows:

5. BUILDING TYPE AND SIZE. Paragraph "E" of the aforesaid Declaration of Restrictions and Amendment To Declaration of Restrictions to read as follows: "Exterior walls of residence and garage need not be of natural materials but a portion of all front elevations must be of masonry construction. While no minimum brick or stone requirements are expressed in terms of a percentage of the front elevation, the masonry portion must be of sufficient area so as to enhance the appearance of the front elevation and the structure as a whole, and consideration as to use of the masonry area shall be part of the approval procedure of the Architectural Control Committee."

92

RECORDED

AUG 4 3 55 PM '92

Dorothy C. Fleming
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

DECLARATIONS OF RESTRICTIONS
FOR
HERITAGE HILLS SUBDIVISION ADDITION NO. 1 PHASE II
GERMANTOWN, WISCONSIN
DEVELOPER: HERITAGE HILLS JOINT VENTURE
JEROME A BENCE, JR.

"HERITAGE HILLS ADDITION NO. 1 PHASE II" being a subdivision of a part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 26, Town 9 North, Range 20 East, in the Village of Germantown, Washington County, Wisconsin bounded and described as follows:

"Commencing at the Southwest corner of said 1/4 Section; thence N 02 degrees 04' 19" W along the West line of said 1/4 Section 960.76 feet to the point of beginning, said point being the Northwest corner of Heritage Hills Subdivision; thence continue N 02 degrees 04' 19" W along the West line of said 1/4 Section 1691.89 feet to the Northwest corner of said 1/4 Section; thence N 88 degrees 29' 31" E along the North line of said 1/4 Section 1310.21 feet to a point in the East line of the West 1/2 of said 1/4 Section; thence S 02 degrees 23' 46" E along the East line of the West 1/2 of said 1/4 Section 1004.00 feet to the Northeast corner of Heritage Hills Subdivision; thence S 52 degrees 17' 37" W 667.34 feet; thence N 32 degrees 20' 49" W 3.34 feet; thence S 57 degrees 39' 11" W 60.00 feet; thence S 61 degrees 24' 50" W 227.14 feet; thence S 68 degrees 42' 09" W 237.82 feet; thence S 69 degrees 15' 55" W 150.12 feet; thence S 76 degrees 12' 38" W 153.10 feet to the point of beginning. Containing 42.71 acres of land more or less. Tax Key No. PART OF GTNV 264-991 AND 264-989.

EXCEPTING therefrom those parts dedicated for public street purposes.

WHEREAS, said HERITAGE HILLS JOINT VENTURE, intends to develop and improve the above described lands into building lots and is desirous of maintaining fair and adequate values in the above described lands, and of continuing said lands as a desirable resident area within the Village of Germantown, Washington County.

NOW, THEREFORE, in consideration of the foregoing said Jerome A. Bence, Jr., does hereby impose and charge said lands with the following covenants and restrictions:

1. STRUCTURES PERMITTED - On lots zoned for residential purposes, no structure or structures shall be erected, altered, placed or permitted to remain upon any lot except a residential dwelling and a private garage.

2. ARCHITECTURAL CONTROL - No structure shall be erected, altered, or placed upon any lot unless and until the building plans, specifications and plot plans showing the location of such

structure have been approved in writing as to the materials to be used in construction, the conformity and harmony of external design and color of the structure to be erected, with the existing or contemplated structures, and the location of the structure to be erected with respect to lot lines by an Architectural Committee composed of HERITAGE HILLS JOINT VENTURE, which includes; JEROME A. BENCE, JR., OF Germantown, Wisconsin, BRIAN J. BENCE, of Merton, Wisconsin, SCOTT J. BENCE, of Germantown, Wisconsin, THERESA MARIE WEITERMANN, of Menomonee Falls, Wisconsin, either member of the committee can approve.

In the event of the death or resignation of any members of said committee, the remaining member or members shall have full authority to appoint by majority vote a successor member or members to serve on said committee and, pending such appointment, to approve or disapprove any plans, specifications or plot plan as herein provided. None of the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this provision."

3. CONSTRUCTION - All structures on any lot in said subdivision shall be enclosed and under roof with the finished exterior materials in place within one (1) year after the commencement of construction.

4. BUILDING LOCATIONS - Setbacks, height restrictions and locations of all structures shall be as regulated by the zoning ordinances of the Village of Germantown (herein referred to as "Village").

5. BUILDING TYPE AND SIZE - All lots in the Subdivision are restricted to the erection of a one story, story and one-half, two story or split level residence building with an attached two (or more) car garage. Residence buildings, exclusive of garages, shall be subject to the following area restrictions:

- A. A one story home shall be a minimum of one thousand five hundred (1500) square feet.
- B. A story and one-half home shall be a minimum of one thousand eight hundred (1800) square feet with a minimum of one thousand (1000) square feet on the first floor.
- C. A two story home shall be a minimum of one thousand eight hundred (1800) square feet with a minimum of one thousand (1000) square feet on the first floor.
- D. A split level home shall have a minimum of one thousand five hundred (1500) square feet of finished living space, exclusive of lower level.

E. Exterior walls of residence and garage need not be of natural materials but a portion of all front elevations must be of masonry construction. While no minimum brick or stone requirements are expressed in terms of a percentage of the front elevation, the masonry portion must be of sufficient area so as to enhance the appearance of the front elevation and the structure as a whole, and consideration as to use of the masonry area shall be part of the approval procedure of the Architectural Control Committee.

6. SURFACE DRAINAGE AND ELEVATION GRADE - A master surface drainage and housegrade plan has been prepared by Developer designating the manner in which each lot shall drain in relation to all other lots in the Subdivision and designating the grade elevation of the dwelling to be constructed thereon. A copy of this plan is on file in the office of the Developer and in the office of the Village Engineer and Building Inspector. At the time a building permit is requested, the grade elevation of said dwelling shall be obtained from the Building Inspector and the dwelling shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Village, and the Developer. Within sixty (60) days after completion of a dwelling on any lot in the Subdivision the owner of said dwelling shall grade the lot to conform to said drainage plan and from that time forward nothing shall be done which will alter the plan or impede or obstruct the flow of surface drainage water in accordance with the plan.

7. GARAGES - All garages shall be built at the same time as the private dwelling and shall be large enough to accommodate a minimum of two (2) or more cars. Absolutely no boat, mobile home, vehicle licensed as a truck, or trailer of any kind may be parked on any lot outside of the garage or within the Subdivision perimeter, except for trucks delivering materials or merchandise; or used during construction or remodeling periods.

8. NUISANCES - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Trash, garbage or other waste shall not be kept except in sanitary containers which shall be properly screened from public view. No building may be occupied until it has been substantially completed in accordance with the plans and specifications submitted to and approved by Developer and an occupancy permit obtained from the Village.

9. COMPLETION OF CONSTRUCTION - All buildings shall be completed within one (1) year from the date ground is broken for such buildings.

10. SWIMMING POOLS - Swimming pools are permitted if they

are in-ground and meet Village ordinances and specifications, and plans for said pools are approved by the Architectural Control Committee, which plans shall denote design, offsets, landscape treatment and fencing proposed.

11. ELECTRIC YARD LIGHTS -

- A. For purposes of safety, each property owner is required to install an electric yard light on each platted residential lot. Each such light shall be of a reasonably uniform design throughout the subdivision and placed on the lot at the time of finish grading of the yard by the homeowner within ten (10) feet off the access street right-of-way and aligned with the front entrance walkway to the residence. Yard light should be installed prior to occupancy.
- B. Each home owner at time of closing will be charged \$300.00 for light post and lamp and will receive a certificate to pick up a light pole and lamp at Developers place of business.

12. LANDSCAPING - Lots shall be landscaped and seeded or sodded with one (1) year after completion of a dwelling thereon. Landscaping shall include the area between the front lot line and the edge of the street pavement. Landscaping must include a drive which shall be hard surfaced material. No permanent gravel drive will be permitted. The hard surface of concrete, asphalt or similar material shall be installed with one (1) year from the date the premises are completed.

13. ENFORCEMENT - The restrictions and covenants contained herein may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same. The proceeding may seek to recover damages and/or demand compliance, provided however, that no actions shall be commenced after one (1) year from the date on which the violation first occurred.

14. TELEPHONE AND ELECTRIC SERVICE - All telephone and electric service to any building on any lot shall be underground from the underground utilities system and no overhead service shall be provided or allowed.

15. TERM - These restrictions shall run with the land and shall be binding upon all parties and persons having any interest in the land affected hereby for a period of twenty-five (25) years from the date of this Declaration of Restrictions is recorded, unless an amendment extending or reducing the term hereof is recorded prior to the expiration of such period.

16. SEVERABILITY - Invalidity of any provision of this Declaration, regardless of how determined, shall in no way affect

any of the other provisions, which shall remain in full force and effect.

17. AMENDMENTS TO DECLARATION - This declaration may be annulled, waived, changed, modified or amended at any time by written Declaration setting forth said change, executed by the owners of at least sixty (60) percent of the lots in the Subdivision: provided, however, so long as the Developer owns any parcel or lot in the Subdivision, any amendment is subject to the approval of, and must be executed by, Developer. Provided further that paragraphs 6, 11, 26, 27, 28, 29, and 30 may not be amended without the prior written consent of the Village of Germantown. Amendments shall become effective only upon due recording with the office of the Register of Deeds for Washington County, Wisconsin.

18. FUTURE SUBDIVISION LOTS - Except as provided in paragraph 30, there shall be no future division of subdivision of lots on this plat without the approval of the Plan Commission of the Village.

19. CONFLICTS BETWEEN RESTRICTIONS AND ZONING OR BUILDING REGULATIONS - In the event of any conflict between these restrictions and the Village's zoning and building regulations, the stricter provisions shall apply.

20. OCCUPANCY - No residence shall be occupied prior to the completion of the exterior surfacing of said dwelling and the lot finished to rough grade.

21. SIGNS - No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five square feet Advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

22. ANIMALS - No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose, nor exceed two (2) in number.

23. WASTE DISPOSAL - No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

24. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.

25. MAILBOX STOCK #1 CBLK - Cedarwork Mailbox Stock #SP-10. They are Fleet Farm's stock numbers, or approved equal by the Architectural Control Committee in writing.

26. WATER RESERVE CAPACITY ASSESSMENT - The Village Board is currently considering a proposal to levy a Reserve Capacity Assessment for future connections to the water system. This Reserve Capacity Assessment will be for various towers, wells, pump stations and oversizing. It is anticipated that this fee will become due and payable at the time plumbing permits are issued. In-as-much as the Reserve Capacity Assessment is not finalized at this time, it could be assessed in the future.

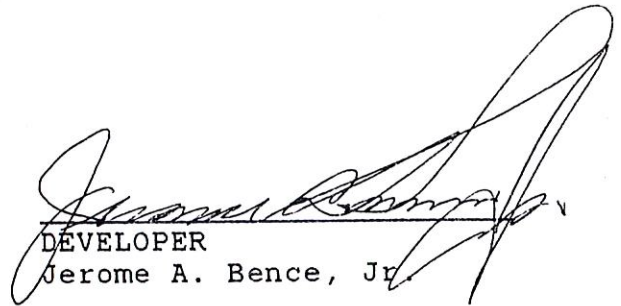
27. RESERVATION OF ASSESSMENT RIGHTS - Should the Village determine that deficiencies exist under paragraphs 6, 28, and 29 and that the public interest requires compliance, the Village shall give notice of the deficiencies to the lot owner. The lot owner shall have the time specified in the notice to rectify deficiencies and if the deficiencies are not rectified within the time period, the Village shall have the right to enter upon such property using its own employees and equipment or contracting with others for such work to rectify the conditions. The cost of such work or services shall be billed to the lot owner. The Village shall have the right to enforce collection of such amounts by extending the same on the current or next succeeding tax roll as an unpaid special charge in accordance with Section 66.60(16) of the Wisconsin Statutes against the responsible lot owner. The undersigned Owners, for themselves, their successors and assigns, do hereby consent to the levying of such special charges and hereby waive any and all notices and hearings which might otherwise be required by state statutes for the levying of special charges.

28. LANDSCAPING - The owners of lots within the subdivision will be responsible to maintain the landscaping with cul-de-sac islands in accordance with the following allocation of responsibility: Lots 62, 63 and 64 to maintain the east island of Monroe Court; Lots 132, 133, 134, 135 and 136 maintain the west Monroe Court island; and lots 82, 83, 84, 85 and 86 maintain the island in Harrison Circle. If the landscaping is not properly maintained, the Village may do such work and charge the cost thereof in accordance with paragraph 27 of this agreement to the respective lot owners who are responsible for such maintenance. Lots 74, 122, 115 and 72 must have driveways entering on side streets, not on Bell Aire.

29. DRAINAGE EASEMENT PROTECTION - Lot owners are responsible to maintain all private drainage easements adjacent to their property at the approved grades and free of obstructions which may impede the flow of storm water. Adjacent lot owners may not alter the approved grade of or place any obstruction within a public storm water drainage easement. If not maintained

by property owners, cost to maintain could be levied in accordance with paragraph 27.

30. C.S.M. TO CREATE AND DEDICATE PATHWAY - The Developer shall, prior to conveyance of Lots 62 or 63, and in any event prior to September 1, 1992, submit for Village approval, a Certified Survey Map dedicating a pathway between Lots 62 and 63. The Developer shall also, prior to conveyance of Lots 85, 91, 92, or 93, and in any event prior to September 1, 1992, submit for Village approval a Certified Survey Map altering Lots 85, 91, 92 and 93 to accommodate a cul du sac on the west end of Lincoln Drive.


DEVELOPER
Jerome A. Bence, Jr.

State of Wisconsin
Washington County

On the above date of foregoing instrument was acknowledged before me by the above named person


Notary Public State of Wisconsin
My commission expires:

March 20, 1994

This instrument was drafted by:
Jerome A. Bence, Jr.

Return to:
VILLAGE OF GERMANTOWN
N122 W17177 FOND DU LAC AVENUE
P.O. BOX 337
GERMANTOWN, WISCONSIN 53022

AMENDMENT TO
DECLARATIONS OF RESTRICTIONS
FOR
HERITAGE HILLS SUBDIVISION ADDITION NO. 1 PHASE II
GERMANTOWN, WISCONSIN
DEVELOPER: HERITAGE HILLS JOINT VENTURE
JEROME A. BENCE, JR.

WHEREAS, the Developer, Jerome A. Bence, Jr. d/b/a HERITAGE HILLS JOINT VENTURE, caused to be recorded the Declaration of Restrictions for HERITAGE HILLS SUBDIVISION ADDITION NO. 1 PHASE II, recorded in the office of the Register of Deeds for Washington County on August 4, 1992 in Volume 1220 of Records, page 401 as Document No. 608754.

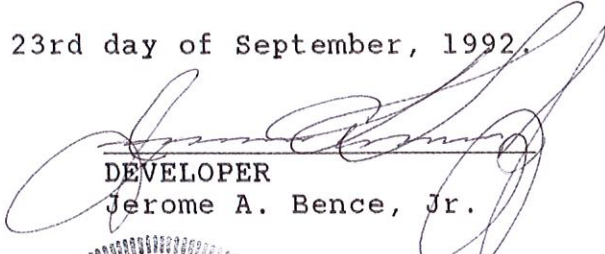
AND WHEREAS, the Developer desires to amend said Declarations of Restrictions, the original Declaration of Restrictions are hereby amended as follows:

2. ARCHITECTURAL CONTROL - A third paragraph added after the second paragraph to read as follows:

"Upon sale by the Developer of all lots within the Subdivision, the authority of the Architectural Control Committee shall automatically vest in the Lot Owners as its members as they deem appropriate."

This AMENDMENT approved by the Developer, who as of this date is legal owner of more than sixty percent (60%) of the lots in the Subdivision.

Dated at Germantown, Wisconsin, this 23rd day of September, 1992.


DEVELOPER
Jerome A. Bence, Jr.

State of Wisconsin
Washington County

On the above date the foregoing instrument was acknowledged before me by the above named person


Notary Public State of Wisconsin
My commission expires:



6-16-96

This instrument was drafted by:
Jerome A. Bence, Jr.