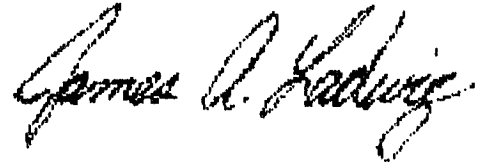


DOC # 2130465
Recorded
MAY 03, 2007 AT 04:35PM

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR HEARTLAND VILLAGE
CONDOMINIUM**



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$137.00



Declaration of Covenants, Conditions and
Restrictions regarding Heartland Village Condominium,
Village of Mt. Pleasant, Racine County, Wisconsin.

From:
151-03-22-09-005-111
151-03-22-09-112-000

To:

To: Micheal D. Bannon
DeMark Kolbe & Brodek SC
PO Box 085009
Racine, WI 53408-5009

- | Unit | |
|------|----------------------|
| 101 | 151-03-22-09-006-010 |
| 102 | 151-03-22-09-006-020 |
| 201 | 151-03-22-09-006-030 |
| 202 | 151-03-22-09-006-040 |
| 301 | 151-03-22-09-006-050 |
| 302 | 151-03-22-09-006-060 |
| 401 | 151-03-22-09-006-070 |
| 402 | 151-03-22-09-006-080 |
| 501 | 151-03-22-09-006-090 |
| 502 | 151-03-22-09-006-100 |
| 601 | 151-03-22-09-006-110 |
| 602 | 151-03-22-09-006-120 |
| 701 | 151-03-22-09-006-130 |
| 702 | 151-03-22-09-006-140 |
| 801 | 151-03-22-09-006-150 |
| 802 | 151-03-22-09-006-160 |
| 901 | 151-03-22-09-006-170 |
| 902 | 151-03-22-09-006-180 |
| 1001 | 151-03-22-09-006-190 |
| 1002 | 151-03-22-09-006-200 |
| 1101 | 151-03-22-09-006-210 |
| 1102 | 151-03-22-09-006-220 |
| 1201 | 151-03-22-09-006-230 |
| 1202 | 151-03-22-09-006-240 |
| 1301 | 151-03-22-09-006-250 |
| 1302 | 151-03-22-09-006-260 |
| 1401 | 151-03-22-09-006-270 |
| 1402 | 151-03-22-09-006-280 |
| 1501 | 151-03-22-09-006-290 |
| 1502 | 151-03-22-09-006-300 |

151-03-22-09-005-111
151-03-22-09-005-112

93

Parcel Identification Number (PIN)

**DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HEARTLAND VILLAGE CONDOMINIUM**

THIS DECLARATION of Heartland Village Condominium (the "Declaration") is made by the undersigned, Old Spring Farms, LLC, a Wisconsin limited liability company (the "Developer") on this 3rd day of May, 2007.

RECITALS

A. Developer is the owner in fee simple of certain real estate located in the Village of Mount Pleasant, County of Racine, State of Wisconsin, legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate").

B. Developer wishes by this Declaration to subject the Real Estate to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (the "Act").

C. Developer also wishes to impose certain restrictions as set forth herein for the purpose of articulating a uniform set of standards for the development and maintenance of Heartland Village Condominium as an attractive residential community.

NOW, THEREFORE, Developer, as owner in fee simple of the Real Estate and for the purposes set forth herein declares, imposes and restricts as follows:

ARTICLE I

DEFINITIONS

The following definitions shall be applicable for purposes of this Declaration:

1.1 **Association.** Heartland Village Condominium Association, Inc., a Wisconsin non-profit corporation formed pursuant to this Declaration.

1.2 **Bylaws.** The bylaws of the Association.

1.3 **Board of Directors.** "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

1.4 **Common Elements.** All of the Condominium except the Units and the Limited Common Elements.

1.5 Common Expenses. All sums assessed against a Unit, as hereinafter defined, and the respective Unit Owner, as hereinafter defined, by the Association or otherwise declared to be Common Expenses by the Act or by this Declaration.

1.6 Condominium. Heartland Village Condominium, including the Real Estate and all Improvements thereto, together with all rights, obligations and easements appurtenant thereto which are by this Declaration made subject to the provisions of the Act.

1.7 Improvements. Any and all of the following, regardless of whether permanent or temporary in nature or usage: buildings, outbuildings, barns, sheds, exterior lighting or electric fixtures, antenna including dish receivers and towers, pools, spas, pet kennels (houses or runs), screened or other type of porches, patios or gazebos, plantings and fences; or any material alteration to any of the foregoing.

1.8 Landscaping. Landscaping installed or remaining anywhere within the Condominium including, without limitation, all vegetation, plantings, trees, shrubs and ground cover.

1.9 Limited Common Elements. All patios, porches, decks, central air conditioning units, assigned parking spaces and **driveways** shall be considered Limited Common Elements reserved for the exclusive use of the Unit to which such item is attached or assigned and shall be appurtenant to such Unit. For purposes of this Section, a patio, porch, deck or central air conditioning unit shall be considered "attached" to a Unit if it serves the Unit and is accessible primarily from that Unit. **A driveway shall consist of the paved area extending out from the garage opening on the dwelling to the public right-of-way.**

1.10 Percentage Interests. The percentage interest attributable to each Unit Owner shall be calculated by dividing (a) the number "one" (1) by (b) the total number of Units, as hereinafter defined, in the Condominium.

1.11 Plat. The Condominium Plat attached hereto as **Exhibit "B"** and made a part hereof reflecting the Units, the Common Elements and the Limited Common Elements.

1.12 Rules and Regulations. Those rules and regulations adopted from time to time by the Board of Directors of the Association.

1.13 Sixteen-family Building. A sixteen Unit residential building intended for human habitation and for purposes ancillary thereto.

1.14 Statutory Reserve Account. A separate account established to hold reserve funds of the Association as contemplated by §703.163 of the Act.

1.15 Twinplex. A two Unit residential building intended for human habitation and for purposes ancillary thereto.

1.16 Unit. Each of the units as separately shown, numbered and designated in the Plat, consists of the following space:

(a) The space bounded on the sides by and contained within the unit side of the exterior walls of the building, including the garage corresponding to each Unit. Where a wall separates a unit from Common Elements on the interior of one of the Sixteen-family Buildings, then the boundary of the unit consists of the space within such wall from the side of the studs within such wall facing such unit, or in the case of a block wall, the exterior unfinished surface of such block. Where a wall separates a unit from another unit, the boundary of each unit separated by such wall consists of the space within such wall from the side of the studs within such wall facing such unit, or in the case of a block wall, the exterior unfinished surface of such block. Where there are windows, window frames, doors and door frames the boundary of the unit consists of the unfinished interior surfaces of such windows, window frames, doors and door frames.

(b) In the case of a unit within a Twinplex or a second story unit in a Sixteen-family building, the space bounded on the top by the interior unfinished surface of the roof, or in the case of any skylight, by the unfinished interior surface of such skylight. In the case of a first story unit in a Sixteen-family building, the space bounded on the top by the side of the ceiling studs facing such unit.

(c) In the case of a unit within a Twinplex or a first story unit in a Sixteen-family building, the space bounded on the bottom by the interior unfinished surface of the basement floor. In the case of a second story unit in a Sixteen-family building, the space bounded on the bottom by the side of the floor studs facing such unit.

Bearing walls located within the interior of a unit are Common Elements, not part of the unit, except for the finished surfaces thereof. Each unit includes the utility installations located within its boundaries that the owner has exclusive use of, including, without limitation: hot water heaters, furnaces, and lighting fixtures. If any portion of the Common Elements shall encroach upon any unit, or if any unit, including utility or fixture installations, shall encroach upon any other unit or upon any portion of the Common Elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid and exclusive easement for the Unit Owner to use such portion of the Condominium shall exist for so long as the building stands.

1.17 Unit Number. The number designating a specific Unit as set forth on the Plat.

1.18 Unit Owner. The record owner of a Unit. If there is more than one record owner, the record owners shall be collectively referred to as the "Unit Owner".

1.19 **The Village.** The Village of Mt. Pleasant, Racine County, Wisconsin.

ARTICLE II

APPLICATION OF THE ACT

The Developer hereby subjects the Real Estate to: (i) the Act; and (ii) the provisions of this Declaration. Developer shall have the right to assign, by written assignment which assignment is recorded in the office of the Register of Deeds of Racine County, Wisconsin, any and all rights specifically reserved to Developer under this Declaration.

ARTICLE III

LEGAL DESCRIPTION OF UNITS

3.1 **Description by Unit Number.** The legal description of each Unit shall hereafter consist of the Unit Number of such Unit. Every deed, lease, mortgage or other instrument conveying any interest in a Unit shall legally describe the Unit by its Unit Number, and every such description shall be good and sufficient for all purposes, as provided in the Act.

3.2 **Incorporation of Floor Plan.** The floor plan of each Unit will be supplied to the Association by the Unit Owner prior to construction. Furthermore, in the event a Unit Owner makes any alteration, addition or deletion to the Improvements upon the Unit, the Unit Owner, prior to the start of any change shall at its sole cost and expense have an amendment to this Declaration drafted by attorney of the Board's selection reflecting said alteration to the Improvements upon the Unit. The Unit Owner shall also be responsible for obtaining all necessary signatures for the amendment."

ARTICLE IV

GENERAL PROVISIONS FOR UNITS

4.1 **No Severance of Unit Ownership.** Each Unit Owner owns a Percentage Interest in the Common Elements and Limited Common Elements as more particularly described in Section 6.1 below. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting any Unit without including therein both the interest in such Unit and the corresponding Percentage Interest. Any such deed, mortgage, lease or other instrument purporting to include the one without including the others shall be deemed and taken to include the interest or interests so omitted.

4.2 Separate Mortgages of Units. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Condominium or any part thereof, except that each Unit Owner shall have the right to mortgage or encumber the Unit owned by such Unit Owner and the Percentage Interest applicable thereto.

4.3 Separate Real Estate Taxes. Each Unit and each Unit's portion of real estate taxes assessed against the Common Elements and Limited Common Elements shall be taxed separately to each respective Unit Owner, as provided in the Act. In the event such taxes are not taxed separately to each Unit Owner for any year, but are taxed on the Condominium in its entirety, then an equitable division of taxes shall be made by the Association with respect to the Common Elements and Limited Common Elements.

4.4 Utilities. Each Unit Owner shall be responsible for payment of the cost of telephone, electric, gas, water, sewer and all other services and utilities used or furnished to the Unit. Further, each Unit Owner will be responsible for all fees which the governing municipality may impose on the Unit including, but not limited to, park fees and impact fees.

4.5 Insurance. The Association will obtain and continue in effect a master policy of fire, casualty and extended coverage insurance insuring the full replacement value of the Units, Limited Common Elements and Common Elements (less fixtures). The Association will also obtain and maintain comprehensive general liability insurance insuring the Association and each Unit Owner for liability with respect to the Common Elements and Limited Common Elements. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs and replacement of the property which might be damaged or destroyed. Each Unit Owner is solely responsible for obtaining: (1) fire, casualty and extended coverage insurance on all personal property and fixtures within the Unit; and (2) personal liability insurance for all conditions and events occurring within the Unit. The responsibility for ascertaining the limits on the policy obtained by the Association and insuring over any gaps in coverage shall be solely that of the Unit Owners.

4.6 Maintenance and Repair of Units. Each Unit Owner shall maintain his or her Unit at his or her sole expense. All Units shall be kept in good repair and in a clean condition so as to maintain a clean and orderly environment within the Condominium in accordance with the general purpose of this Declaration. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept on a Unit, except in sanitary containers with no undue accumulation permitted. Neither the Developer nor the Association shall have any obligation to maintain, repair or replace any Unit except as provided in Section 7.1 below. For provisions related to the maintenance, repair, replacement and decoration of any Common Elements, including, without limitation, any Common Elements within the Units

and the roof and exterior of each Unit, and the maintenance, repair, replacement and decoration of Limited Common Elements see Section 6.3 below.

4.7 Voting by Unit Owners. For purposes of this Declaration and the Bylaws, Unit Owners shall be entitled to one (1) vote for each Unit owned. The Developer shall also be entitled to one (1) vote for each Unit owned by the Developer.

ARTICLE V

RESTRICTIONS

5.1 Occupancy and Use Restriction. Each Unit and all Improvements located thereon shall be occupied and used exclusively for single-family residential purposes. Notwithstanding the foregoing, Developer may place such permanent or temporary Improvement on a Unit or Units for use as a Sales Office. No Improvements other than a residence shall be constructed on any Unit.

5.2 Use Restrictions. All Units and Limited Common Elements within the Condominium shall be subject to the following restrictions:

(a) **Parking.** No trailer, camper, mobile home, motor home, commercial vehicle or truck (other than standard size pickup truck or standard size van), boat, inoperable automobile, unlicensed automobile or similar equipment shall be permitted to remain upon any area within the Condominium, other than temporarily, unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans or standard size vans and pickup trucks which are used both for business and personal use, provided that signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Board. Twenty-four (24) hours after notice has been personally delivered to the vehicle owner by an agent of the Association appointed by the Board or its president or placed on the windshield of a vehicle or seventy-two hours after notice has been mailed to the address of the registered owner of a vehicle parked, stored or maintained at the Condominium in violation of the provisions of this Declaration, the vehicle owner shall be deemed to have consented to the removal of said vehicle from the project, and the Association or its agents shall have the authority to tow away and store such vehicle, whether said vehicle belongs to a Unit Owner, his or her tenant, a member of his or her family, or his or her invitee. Charges for such towing and storage shall be paid by the Unit Owner responsible for the presence of such vehicle. Any unpaid charges may be assessed by the Association against the Unit Owner and his or her Unit. The fact that any such vehicle was not removed within the above notice period shall conclusively establish that the vehicle's presence on the Condominium property was not temporary.

(b) **Displays and Satellite Dishes.** No Unit shall have anything hung or displayed on the outside of windows or placed on the outside facade of the Unit without the consent of the Committee, and no sign, awning, canopy, radio, television or

other antenna, satellite dish or similar items or devices shall be placed or displayed on a Unit in any place so as to be visible from any roadway. Notwithstanding the above, the address of the residence may be displayed on the Unit and an American Flag may be flown from the Unit. The Unit Owner shall have an easement over the Common Element constituting the façade of his or her Unit for the purpose of attaching a pole for purposes of flying such flag.

(c) **Pets.** A Unit Owner of a Unit within a Twinplex may keep pets in his or her Unit and on the Limited Common Element associated with his or her Unit. A Unit Owner of a Unit within a Sixteen-family Building may keep up to two (2) cats within his or her Unit. No other pet shall be kept within the Unit or Limited Common Elements of a Sixteen-family Building. The keeping of any pet within a Unit shall be subject to the following additional limitations: (i) any pet must be primarily kept on the interior of the Unit; (ii) the pet must be personally attended to by the Unit Owner or other occupant of the Unit any time the pet is present on the exterior of the Unit or in the Limited Common Element; (iii) the pet shall not habitually and persistently bark, or otherwise cause a nuisance; and (iv) the Unit Owner must clean up after his or her pet. No pen, kennel or other Improvement primarily for the keeping of a pet or pets shall be constructed or newly placed on the exterior of the Unit, in the Limited Common Elements, or in the Common Elements.

(d) **Laundry.** No clothes, sheets, blankets or other laundry shall be hung out or exposed on the exterior of any Unit, on any Common Element or on any Limited Common Element.

(e) **Offensive Activities.** No unlawful, noxious, or offensive activity shall be carried on in any Unit, Common Element, or Limited Common Element, nor shall anything be done therein or thereon either willfully or negligently which is or may become, in the judgment of the Board, an annoyance or nuisance to other Unit Owners or occupants.

5.3 **Improvement Restrictions.**

(a) **Exterior Design.** The exterior of all Twinplexes shall be built to the specific pre-approved designs. Copies of all pre-approved designs for Twinplexes to be constructed within the Subdivision are attached as **Exhibit "C"** hereto and incorporated herein by reference. The exterior of the Sixteen-family Buildings shall be built substantially to the design attached as **Exhibit "D"** hereto and incorporated herein by reference.

(b) **Exterior Siding.** The siding on the exterior of all Twinplexes and Sixteen-family Buildings shall consist exclusively of natural materials including hardiplank® siding or equivalent.

(c) **Exterior Colors.** The initial exterior colors of each Twinplex and each Sixteen-family Building shall be restricted to those particular colors designated

for each such building on the Color Palette. The initial exterior colors shall not be changed for at least one year from the issuance of an occupancy permit for the building. Thereafter, the exterior colors of each Twinplex, and the Sixteen-family Building may be changed, but shall be limited to those colors identified on one of the eight color palettes attached as **Exhibit "E"** hereto and incorporated herein by reference ("Color Palette"). All colors used on a building shall be from the same Color Palette. No Twinplex shall contain exterior colors from a Color Palette the colors from which are used on the Twinplex constructed on any immediately adjacent Unit.

(d) **Swimming Pools.** Each Twinplex shall be permitted one (1), and only one (1) below grade swimming pool and one (1), and only one, below grade spa/hot tub in the Common Elements of the Condominium. All related pumps, heaters, and filter equipment must be concealed in an enclosure to minimize noise and prevent such equipment from being visible from the road or by adjacent Lots. This paragraph shall not be construed to require the Developer or the Association to create or maintain any swimming pool, spa or hot tub.

(e) **Lampposts.** Each Unit of a Twinplex shall have an electric lampposts with photoelectric controls installed in the Common Elements adjacent to the Unit at the Association's expense prior to occupancy in a location approved by the Board. Design and location of all lampposts are subject to the Board's prior written approval. From and after installation, the lampposts shall be properly maintained by the Association. The Association may bill the Unit owner for the initial cost of purchasing and installing the lamppost as a closing cost upon the initial sale of the Unit by the Developer. Such initial costs shall be paid to the Association out of closing proceeds.

(d) **Mailboxes** The location, design and maintenance of the mailboxes and mailbox post shall be provided in the mail delivery plan. The mail delivery plan shall be approved by the Village prior to the issuance of building permits.

(e) **Salt-Tolerant Trees Twinplex.** Each Twinplex shall have a salt-tolerant tree or trees from the list attached as **Exhibit "F"** hereto and incorporated herein by reference planted at the Association's expense prior to occupancy in a location or locations approved by the Board of Directors in the area between the sidewalk and the boulevard adjacent to the Unit. The locations of trees approved by the Committee will conform to the requirements of the Village for landscaping the Condominium. From and after installation, the salt-tolerant trees shall be properly maintained (and if dead or dying removed and replaced) by the Association. The Association may bill the Unit Owner for the initial cost of purchasing and planting the salt-tolerant tree or trees as a closing cost upon the initial sale of the Unit by the Developer. Such initial costs shall be paid to the Association out of closing proceeds. There shall be no other plantings (other than grass) in the area between the sidewalk and the boulevard.

ARTICLE VI

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

6.1 Ownership of Common Elements and Limited Common Elements. Each Unit Owner owns an undivided interest in all Common Elements and Limited Common Elements with all other Unit Owners. The ownership interest of each Unit Owner in the Common Elements and Limited Common Elements appurtenant to each respective Unit shall be equal to the Unit Owner's Percentage Interest. The undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which such undivided interest is appurtenant and shall be deemed to be conveyed, encumbered and leased with such Unit even though such undivided interest is not expressly mentioned or described in the conveyance or other instrument.

6.2 Use and Enjoyment of Common Elements and Limited Common Elements. Each Unit Owner shall have the right to the use and enjoyment of the Common Elements in common with all other members of the Association. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of this Declaration, the Bylaws, the Rules and Regulations, and the Act. The Limited Common Elements are reserved for the exclusive use and enjoyment of the Unit Owner of the Unit to which such Limited Common Element is attached. **Subject to the restrictions of Section 5.2(a), an owner may park licensed, operable automobiles in the Limited Common Element designated as the driveway with respect to his or her Unit.**

6.3 Management, Maintenance and Repair of Common Elements and Limited Common Elements. The management, maintenance, repair, replacement, alteration, improvement, decoration and insurance of the Common Elements and Limited Common Elements, including but not limited to, the management, repair, alteration and improvement of all Landscaping, shall be the sole responsibility of the Association. The Common Elements to which the obligations of the Association as set forth in the previous sentence apply shall include, without limitation, any Common Elements within the interior of Units, the roof associated with each Unit, and the exterior of each Unit. The Association and its agents shall be permitted access to each Unit (including the interior of each Unit) at reasonable times for purposes of maintenance, repair, replacement, alteration, improvement and decoration of the Common Elements and Limited Common Elements in accordance with this Section and shall have an easement for such purpose. Notwithstanding anything in this Declaration to the contrary, each Unit Owner shall be responsible for the maintenance, repair and replacement of the air conditioning unit serving his or her Unit, if any. Furthermore, to the extent any repairs or replacement to the Common Elements or Limited Common Elements are occasioned by the act or negligence of the Unit Owner or his or her agents, employees, invitees, licensees or contractors, the Association may separately assess the Unit Owner for the cost of such repair or replacement.

6.4 Restrictions With Respect to Common Elements. It is the intent of the Developer that the Common Elements be kept, maintained and preserved for the use, benefit and enjoyment of all Unit Owners. Any activity on or use of the Common Elements inconsistent with this Declaration is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited.

(a) **Subdivision.** Division or subdivision for purposes of residential, commercial or industrial development.

(b) **Activities.** Commercial or industrial activities.

(c) **Storage and Dumping.** Storage or dumping of any kind.

(d) **Advertising Signs or Billboards.** Placement of any advertising signs or billboards, except as allowed in subsection 6.5(c) below.

(e) **Motorized Vehicles.** Use of motorized vehicles, such as cars, snowmobiles, dune buggies, all-terrain vehicles and motorcycles anywhere other than on the paved portions of the Condominium.

(f) **Parking.** Parking or storage of motor vehicles, except in designated parking spaces.

(g) **Pets.** Pets shall be allowed in the Common Elements provided: (i) the pet is personally attended to by the Unit Owner or other occupant of the Unit; (ii) the pet does not habitually and persistently bark, or otherwise cause a nuisance; and (iii) the Unit Owner immediately cleans up after his or her pet.

6.5 Easements.

(a) **Developer's Reservation and Right to Grant Easements for Utilities.** Developer hereby reserves unto itself and the Association the right to grant to public or semi-public utility companies, easements and rights-of-way over, across and through the Common Elements for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services, and for performing any public or quasi public utility function that the Village or Racine County may require or that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created. Where such easements become necessary, the Unit Owners hereby grant to the Developer, the Association and/or the Subdivision Association, power of attorney to execute all necessary documents for the creation of such easements on the Unit Owner's behalf.

(b) Easement for Construction, Access and Maintenance.

Developer hereby reserves for itself and the Association a right of access over, across, and through the Common Elements for purposes of: (i) constructing and maintaining Improvements and amenities as provided for in this Declaration; (ii) making underground or above ground utility connections; and (iii) any other reasonable use consistent with this Declaration.

(c) Easement for Placement of Advertising Sign.

Developer hereby reserves for itself a right of access over, across, and through the Common Elements to place signs advertising the sale of Units within the Condominium on the Common Elements.

(d) Easement for the Maintenance of Landscaping.

Developer hereby reserves for itself and for the Association and its employees, agents and contractors a right of access over, across, and through the Common Elements for purposes of installing and maintaining Landscaping.

(e) Easements to Run with the Land.

All rights and easements described herein are perpetual rights and easements appurtenant to and running with the land and shall be binding upon, and inure to the benefit of: (1) the Developer; and (2) the Association.

(f) Easement for Park/Recreation Area.

Developer intends but is not required to construct a non-municipal park/recreation area upon the Common Elements as generally depicted on **Exhibit "G"**. The Developer, in the creation of the area generally known as Heartland Village, desired to create a community atmosphere and as such the above Park/Recreation Area will be open to all Unit-Owners and all Lot Owners within all phases of Heartland Village Subdivision. Said Park/Recreation Area will be controlled and operated by the Association. In the event Developer creates said Park/Recreation Area, the Association thereafter shall maintain said area to the same quantity and quality as existed when completed by the Developer.

ARTICLE VII

DAMAGE TO CONDOMINIUM

7.1 Restoration or Repair of Units. In the event that all or a part of a Unit or Limited Common Element is destroyed or damaged as a result of fire or other casualty, the Association shall arrange for the prompt repair and restoration of the damaged portion of the Unit as soon as reasonably practicable, and substantially in accord with the original plans and specifications therefore, as well as alterations or upgrades.

7.2 Sale or Restoration of Damaged or Destroyed Common Elements. Notwithstanding any language in this Declaration to the contrary, in the event that all or any part of the Common Elements are damaged or destroyed by fire, casualty or any other act, the Association shall be required to rebuild, repair or restore such property upon approval of a majority of the members of the Association. Such damaged or destroyed property may only be sold upon unanimous approval of the members of the Association.

ARTICLE VIII

ASSOCIATION

8.1 Membership. Every Unit Owner shall be a member of the Association. Membership shall be appurtenant to ownership of a particular Unit.

8.2 Bylaws of the Association. The administration of the Condominium, shall be governed by, and subject to, the Bylaws of the Association. Every Unit Owner shall comply strictly with the Bylaws and with the Rules and Regulations adopted pursuant thereto.

8.3 Rules and Regulations. The Board of Directors may adopt such Rules and Regulations as it deems reasonably advisable for the use, operation, maintenance, conservation and beautification of the Common Elements and Limited Common Elements. Written notice of such Rules and Regulations shall be given to all Unit Owners, and the Common Elements shall be used and maintained subject to such Rules and Regulations. The Rules and Regulations may be amended by the affirmative vote of no less than two-thirds ($\frac{2}{3}$) of the members of the Board of Directors.

8.4 Initial Officers/Directors. The initial Officers/Directors of the Association, as set forth in the Bylaws, shall continue to serve until such time as provided in the Bylaws.

8.5 Assessments.

(a) **Generally.** The Association, by action of the Board of Directors, and subject to the Board of Director's duty to submit a budget to the members for approval, shall have the right to assess the Units and charge the Unit Owners for all Common Expenses, including, but not limited to costs relating to:

(i) The administration, insurance, maintenance, decoration, upkeep and repair of Common Elements and Limited Common Elements (including the cost of hiring a property management firm to attend to the same at the Board's discretion) and for costs relating to the establishment of reserves for repair and replacement of the same.

(ii) For the costs of installing and maintaining Landscaping in and about the Common Elements.

(iii) For any other costs incurred by the Association during the course of its functioning and operation including, but not limited to, costs and expenses incurred by the Association in the enforcement of this Declaration against Unit Owners, including attorneys' fees incurred by the Association in connection with such enforcement.

(b) **Percentage Interests.** Each Unit and Unit Owner shall be charged with assessments in proportion to the Percentage Interest attributable to each Unit. The Association may not assess, collect or enforce the collection of charges and/or assessments against any Unit held by the Declarant until such time as the Improvements are substantially completed on said Unit. For purposes of determining the Percentage Interest of each Unit Owner for assessment purposes, the fraction set forth in Section 1.10 shall be replaced by a fraction the numerator of which is the number "one", and the denominator of which is the total number of Units less the number of Units exempted from assessment by the previous sentence. Notwithstanding the above, to the extent any repairs or replacement to the Common Elements or Limited Common Elements are occasioned by the act or negligence of the Unit Owner or his or her agents, employees, invitees, licensees or contractors and to the extent of any towing or storage fees incurred pursuant to Section 5.2(a) above, the Association may separately assess the Unit Owner for the cost of such repair, replacement towing or storage without respect to his or her Percentage Interest. Notwithstanding anything in this Declaration to the contrary, this Section 8.5(b) may only be amended with the unanimous consent of the Unit Owners.

(c) **Statutory Reserve Account.** The Declarant has elected not to establish a Statutory Reserve Account for the Condominium. The Association shall address whether or not it wishes to establish a Statutory Reserve Account at the first annual meeting of the Association held after, or at a special meeting of the Association held within one (1) year after, the Declarant's control of the Association has expired in accordance with the Bylaws. If the Association votes to create a Statutory Reserve Account, the Association may fund the account through an allocation from other Association accounts, and/or through future assessments. Thereafter, the Association may create or terminate Statutory Reserve Accounts as provided by law. The Statutory Reserve Account, if any, may be used by the Association only for the repair and replacement of Common Elements, other than routine maintenance.

8.6 Collection of Assessments. The right to collect or enforce the collection of charges and/or assessments made by the Association is hereby delegated exclusively to the Association. All charges and/or assessments which are not paid within thirty (30) days of when due, shall bear interest at the lower of twelve (12%) percent per annum or the maximum rate allowed by law until paid in full. Additionally, the Association may: (i) impose and/or levy such other fees, charges, and assessments as the Association may from time to time elect, against the Unit Owners for the purpose

of obtaining compliance with the duties and obligations imposed upon the Unit Owners by the Act, this Declaration, the Bylaws or the Rules and Regulations of the Association; and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens on the Units of the Unit Owners for the purpose of obtaining payment of the same. The Association shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Association and/or for any other remedy deemed appropriate by the Association. In addition to any of the foregoing, each delinquent Unit Owner shall be personally (jointly and severally) liable to the Association for any such delinquent amount due, and, without any limitation on availing itself of any other actions or remedies allowed herein or by law, the Association may seek and obtain a personal money judgment against each such Unit Owner for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amounts the Association may be entitled to recover, the Association shall also be entitled to recover, whether by legal action and/or by further assessment against the delinquent Unit Owner and/or by a lien on the delinquent Unit Owner's Lot, all reasonable attorneys' fees incurred by the Association regarding such delinquency.

ARTICLE IX

SALE OR OTHER ALIENATION

9.1 Responsibility of Transferees for Unpaid Assessments. In the event of a transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the Unit up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. Any Unit Owner or prospective Unit Owner shall, upon request, be entitled to a statement from the Board of Directors setting forth the amount of the unpaid assessments against the transferor and due to the Association. Any such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by the Association against the transferor in excess of the amount set forth in the Association's statement. The Association shall have the right to charge a reasonable fee for such statements.

9.2 Covenants to Run with Land. Each grantee of the Developer, by the acceptance of a deed of conveyance, or each purchaser under any warranty deed, land contract or other deed or conveyance, accepts the same subject to all covenants, conditions, restrictions, reservations, liens and charges and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall be binding upon any person having at any time any interest or estate in said land and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

ARTICLE X

ENFORCEMENT

10.1 Rights of Association. The Association and, subject to the requirements set forth below in section 10.2, the individual Unit Owners, shall have the right to enforce this Declaration, including, without limitation, matters with respect to the use of the Units, Common Elements and Limited Common Elements, the payment of Common Expenses, or the violation of any Bylaw or any of the Rules and Regulations or any order of the Association issued to enforce the same and in doing so shall have the right:

(i) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and

(ii) To take any action set forth in Section 8.6 above; and

(iii) To levy a daily fine against the Unit Owner. Prior to the levy of any such fine, the Unit Owner shall be given written notice by the Association of the alleged violation and ten (10) days in which to cure such violation. Thereafter, and provided the Unit Owner has failed to cure, or in the event of violations or other matters not susceptible to cure in such time, the Unit Owner has failed to commence and diligently continue to completion such cure, the Association may assess such Unit Owner a fine not to exceed One Hundred and no/00 (\$100.00) Dollars per day which shall be retroactive back to the date of the Association's notice to the Unit Owner.

10.2 Rights of Aggrieved Unit Owners. Any Unit Owner aggrieved with respect to an occurrence on another of the Units, the Common Elements or Limited Common Elements which is alleged to violate this Declaration, the Bylaws, the Rules and Regulations or the Act shall have the right to petition the Association, with respect to matters over which it is granted enforcement powers pursuant to subsection 10.1 to address such violation. From the date of filing such petition, the Association shall have thirty (30) days in which to consider whether to seek to enjoin the alleged violation, recover damages from the alleged violator, or both. In the event the Association denies the petition or otherwise fails to act thereon to the satisfaction of the petitioner, upon the expiration of such thirty (30) day period, the petitioner shall thereafter have the right to seek to enforce this Declaration, the Bylaws, the Rules and Regulations or the Act by proceedings at law or equity against the person or persons alleged to be in violation thereof, and to seek either to have such violation enjoined or to recover damages, or both. The forgoing right is subject to such Unit Owner commencing proceedings within sixty (60) days from the earlier of the date of the Association's denial of the petition or the expiration of the thirty (30) day consideration period. Damages collected by the Association, if any, shall be distributed, first to pay for cost of enforcement, and secondly, to the Unit Owners of Units damaged by the violation pro rata.

10.3 Costs and Expenses. The Association and any aggrieved Unit Owner shall be entitled to recover against the offending Unit Owner all costs of any enforcement action taken pursuant to this Article X, including attorneys' fees and costs of litigation/alternative dispute resolution as incurred in such enforcement. Each remedy set forth in this Declaration, shall be in addition to all other rights and remedies available in law or equity. All remedies shall be cumulative and the Association's or aggrieved Unit Owner's election of one remedy shall not constitute a waiver of any other. Any forbearance or failure of the Association to exercise any right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver shall be obtained from the Association.

10.4 Village Enforcement. The Village shall have the right to enforce the restrictions set forth in Article V of this Declaration, and in doing so shall have the same rights and powers granted the Association under subsection 10.1.

ARTICLE XI

EXPANSION

11.1 Expandable Condominium. Declarant reserves the right to expand the Condominium to include the real estate described on **Exhibit "H"** attached hereto and incorporated herein by reference for a period of ten (10) years from the date on which this Declaration is recorded with the Racine County Register of Deeds. The expansion or expansions may include up to one hundred sixty-two (162) additional units. Notwithstanding any other provision of this Declaration to the contrary, the Declarant reserves the right to unilaterally amend this Declaration and the Plat in order to accomplish any expansion. Any real estate included in the Condominium by any expansion shall be considered Real Estate as defined in this Declaration. All units, common elements and limited common elements included in such expansion shall be treated as Units, Common Elements and Limited Common Elements for purposes of this Declaration as of the date the amendments to the Declaration and Plat setting forth the details of such expansion are recorded with the Racine County Register of Deeds.

11.2 Percentage Interests. Upon an expansion of the Condominium as set forth in Section 11.1 above, the Percentage Interest attributable to each Unit Owner shall thereafter be calculated by including the Units added by the expansion in the calculation of the Percentage Interest in the same manner and subject to the same conditions as the Units existing prior to the expansion.

11.3 Easement Over Common Elements and Limited Common Elements. Declarant hereby reserves for itself and the Association all of the same easement rights with respect to any common elements and limited common elements added by an expansion as the Declarant and Association have with respect to any Common Elements and Limited Common Elements existing prior to the expansion, including, without limitation, an easement for purposes of constructing and maintaining

Improvements and amenities as provided for in any amendments to the Declaration and Plat setting forth the details of such expansion.

ARTICLE XII

MISCELLANEOUS

12.1 Amendments to Declaration.

(a) Any provision of this Declaration may be amended only with the express written consent of the Unit Owners of at least seventy-five (75%) percent of the Units and where applicable the mortgagee of said Units subject hereto. Any amendment shall be effective when it is recorded in the office of the Register of Deeds for Racine County, Wisconsin. The signature of the president and the secretary of the Association on such recorded amendment shall be deemed a certification by such officers that the proper consent to such amendment has been obtained. Such amendment shall not be effective unless first submitted to the Village which shall have thirty (30) days after receipt of the proposed change, amendment or rescission to object to the proposal. If the Village does not object within the thirty (30) day period, the Association may proceed to implement the proposed amendment. If the Village does object, the Association may not proceed to implement the proposed amendment.

ARTICLES V, VI, X AND XII MAY NOT BE AMENDED, MODIFIED OR SUPPLEMENTED WITHOUT THE PRIOR WRITTEN CONSENT OF THE VILLAGE OF MT. PLEASANT PLANNING COMMITTEE.

(b) The Condominium may be removed from the provisions of the Act, either in whole or in part, only by the recording of an instrument executed by all Members of the Association as well as any mortgagee or other lien holder of record with respect to the Condominium in the office of the Register of Deeds for Racine County, Wisconsin. If the Village objects, the Association may not proceed to implement the proposed amendment.

12.2 Acceptance. Each Unit Owner, their successor and assigns by acceptance of a deed to a Unit shall be deemed to have approved and consented to be bound by this Declaration and all terms, conditions and covenants as contained herein which shall run with the land.

12.3 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Unit.

12.4 Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of any provision of this Declaration not declared invalid by a court of competent jurisdiction.

12.5 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class residential condominium.

12.6 Actions. Any actions against the Association may be served on the president of the Association at his or her Unit. The initial president of the Association, John Holding, can be served at the offices of the Developer at 8609 Industrial Drive, Franksville, Wisconsin 53126.

(SIGNATURES TO APPEAR ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed by its authorized agent as set forth herein.

OLD SPRING FARMS, LLC

By: John Holding
John Holding, Member

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

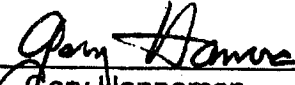
Personally came before me, this 30th day of May, 2007, **John Holding** to me known to be the persons who executed the foregoing instrument on behalf of the corporation.

[Signature]
Notary Public; State of Wisconsin
My Commission: is permt.

Johnson Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the above described land, does hereby consent to the above Declaration of Covenants, Conditions and Restrictions regarding Heartland Village Condominium.


Consent of Corporate Mortgagee

JOHNSON BANK

By: 
Gary Hanneman

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Personally came before me, this 3rd day of May, 2007, Gary Hanneman to me known to be the person who executed the foregoing instrument on behalf of Johnson Bank..


Notary Public; State of Wisconsin
My Commission: is permt.

This document was drafted by:
Attorney Micheal D. Bannon
DeMark, Kolbe & Brodek, S.C.
6216 Washington Avenue
P. O. Box 085009
Racine, WI 53408

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE SUBJECT TO THIS DECLARATION OF CONDOMINIUM OWNERSHIP

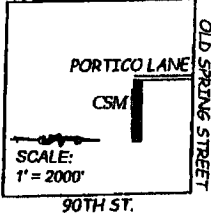
Lots 1 and 2 of Certified Survey Map No. 2851, being part of the Northwest $\frac{1}{4}$ and Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Town 3 North, Range 22 East, in the Village of Mount Pleasant, Racine County, Wisconsin.

Said Certified Survey Map is attached hereto.

CERTIFIED SURVEY MAP NO. 2851

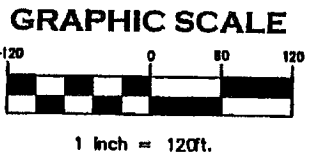
PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

VICINITY SKETCH
SE 1/4, SEC. 9, T3N, R22E



NW COR. SE 1/4 SECTION 9-3-22
CONCRETE MON.
W/BASS CAP
N. 274,725.13
E. 2,582,854.30

NE COR. SE 1/4 SECTION 9-3-22
CONCRETE MON.
W/BASS CAP
N. 274,708.22
E. 2,583,512.16



ALL BEARINGS REFER TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) BEARING OF N 89°35'50" W.

NOTE:
PORTICO DRIVE, HOLLYHOCK LANE AND VERANDA LANE RIGHT OF WAY DEDICATED TO THE PUBLIC BY THE HEARTLAND VILLAGE ADDN. NO. 1 SUBDIVISION PLAT.

- LEGEND**
- - INDICATES A 1"X18" IRON PIPE SET WEIGHING 1.58 LBS/FT
 - ⊙ - INDICATES 2" IRON PIPE FOUND

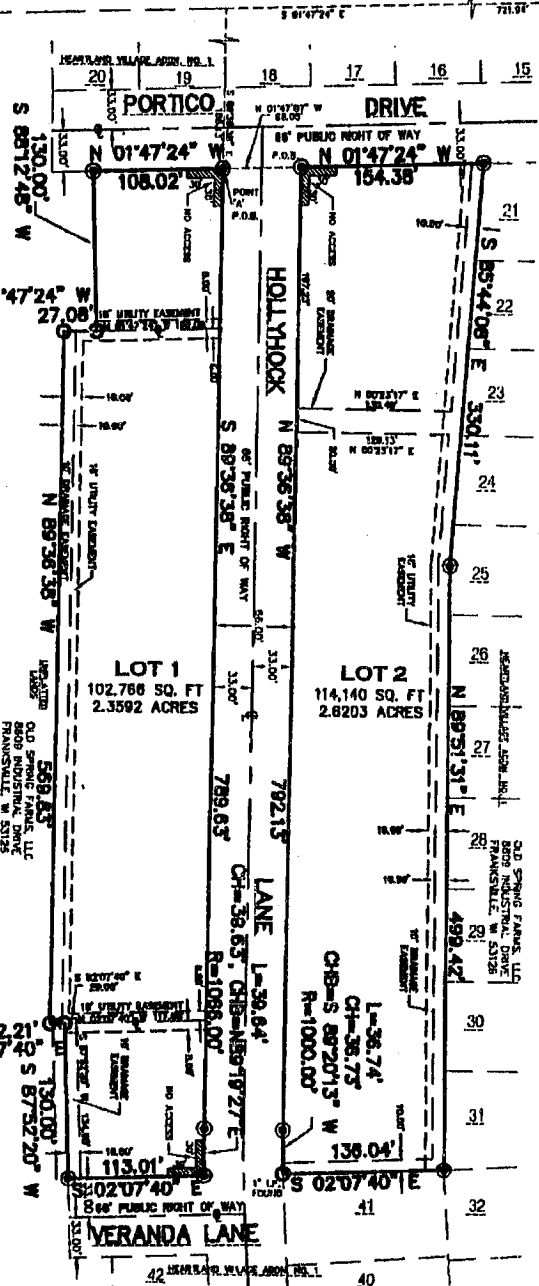


3-7-07

PREPARED FOR:
OLD SPRING FARMS, LLC
8609 INDUSTRIAL DRIVE
FRANKSVILLE, WI

SURVEYOR:

KEY ENGINEERING GROUP I.T.D.
126 NORTH WATER STREET, SUITE 100
FRANKSVILLE, WI 53126
(414) 252-2200 (fax) - (414) 252-2202 (cell)



CURRENT ZONING
R75D/OPD - TWO FAMILY RESIDENTIAL WITH AN OVERLAY PLANNED DEVELOPMENT

TAX KEY NO.
131-03-22-09-003-002

Doc #
2130464
VA
pgs 158-161

CERTIFIED SURVEY MAP NO. 2751

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
RACINE COUNTY)

I, MICHAEL J. BERRY, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PORTION OF LAND IN THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE S 89°35'50" E ALONG THE NORTH LINE OF SAID 1/4 SECTION 915.71 FEET TO THE NORTHWEST CORNER OF HEARTLAND VILLAGE ADDITION NO. 1, A SUBDIVISION; THENCE S 01°47'24" E ALONG THE WEST LINE OF SAID SUBDIVISION 721.94 FEET; THENCE S 89°36'38" E 188.13 FEET TO THE SOUTHEAST CORNER OF THE INTERSECTION OF PORTICO DRIVE AND HOLLYHOCK LANE, SAID CORNER TO BE KNOWN AS POINT 'A' AND BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 89°36'38" E ALONG THE SOUTH LINE OF SAID LANE 789.83 FEET; THENCE EASTERLY 39.64 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 1088.00 FEET AND WHOSE CHORD BEARS N 89°19'27" E 39.63 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HOLLYHOCK LANE AND VERANDA LANE; THENCE S 02°07'40" E ALONG THE WEST LINE OF SAID LANE 113.01 FEET; THENCE S 87°52'20" W 130.00 FEET; THENCE S 02°07'40" E 12.21 FEET; THENCE N 89°36'38" W 589.83 FEET; THENCE N 01°47'24" W 27.08 FEET; THENCE S 88°12'48" W 130.00 FEET TO A POINT ON THE EAST LINE OF SAID PORTICO DRIVE; THENCE N 01°47'24" W ALONG SAID EAST LINE 108.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCING AT POINT 'A'; THENCE N 01°47'07" W 88.05 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 01°47'24" W ALONG THE EAST LINE OF PORTICO DRIVE 154.38 FEET; THENCE S 85°44'08" E 330.11 FEET; THENCE N 89°51'31" E 499.42 FEET; THENCE S 02°07'40" E 138.04 FEET TO A POINT ON THE NORTH LINE OF HOLLYHOCK LANE; THENCE WESTERLY 38.74 FEET ALONG SAID NORTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 1000.00 FEET AND WHOSE CHORD BEARS S 89°20'13" W 38.73 FEET; THENCE N 89°36'38" W 792.13 FEET TO THE POINT OF BEGINNING.

COMBINED LANDS CONTAINING 216,908 SQ. FT. OR 4.9795 AC.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF OLD SPRING FARMS, LLC, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF MOUNT PLEASANT IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 7TH DAY OF MARCH, 2007.



A handwritten signature in black ink, appearing to read "Michael J. Berry".

MICHAEL J. BERRY
REGISTERED LAND SURVEYOR, S-2545
STATE OF WISCONSIN

CERTIFIED SURVEY MAP NO. 2851

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

OLD SPRING FARMS, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE ORDINANCES OF THE VILLAGE OF MOUNT PLEASANT.

IN WITNESS WHEREOF, OLD SPRING FARMS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY JOHN HOLDING, PRESIDENT AT RACINE, WISCONSIN, THIS 13 DAY OF April, 2007

John Holding
JOHN HOLDING, PRESIDENT

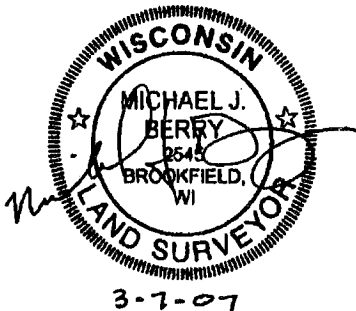
STATE OF WISCONSIN
RACINE COUNTY

ON THIS 13 DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SUCH COUNTY AND STATE, PERSONALLY APPEARED JOHN HOLDING, KNOWN OR IDENTIFIED TO ME TO BE THE OWNER OF SAID LANDS, THAT THEY EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH INSTRUMENT IS A FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO, AFFIXED THE DAY, MONTH AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

DATED THIS 13 DAY OF April, 2007

Michael J. Berry
NOTARY PUBLIC RACINE Co.
STATE OF WISCONSIN
MY COMMISSION ~~EXPIRES~~ is permt.



CERTIFIED SURVEY MAP NO. 2851

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGE

JOHNSON BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE ABOVE CERTIFICATION OF OLD SPRING FARMS, LLC, AS OWNER OF SAID LAND.

IN WITNESS WHEREOF, THE SAID JOHNSON BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY GARY HANNEMAN, AND ITS CORPORATE SEAL HEREUNTO AFFIXED, THIS 26 DAY OF April, 2007

Gary Hanneman
GARY HANNEMAN

STATE OF WISCONSIN)
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 26 DAY OF April, 2007 Lonny Hannevad TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

Michael J. Berry
NOTARY PUBLIC RACINE Co.
STATE OF WISCONSIN
MY COMMISSION EXPIRES is perm.

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
RACINE COUNTY) SS

I, ELIZABETH A. MAJESKI, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF RACINE, WISCONSIN DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENT AS OF May 2, 2007 ON ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP.

DATE: May 2, 2007

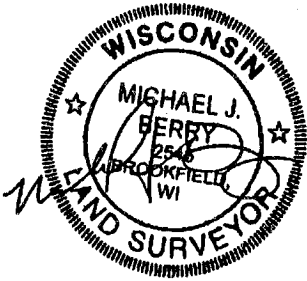
Elizabeth A. Majeski
ELIZABETH A. MAJESKI
COUNTY TREASURER

VILLAGE BOARD APPROVAL

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF MOUNT PLEASANT THIS 10 DAY OF July, 2006

Julie Edmands
JULIE EDMANDS, CLERK



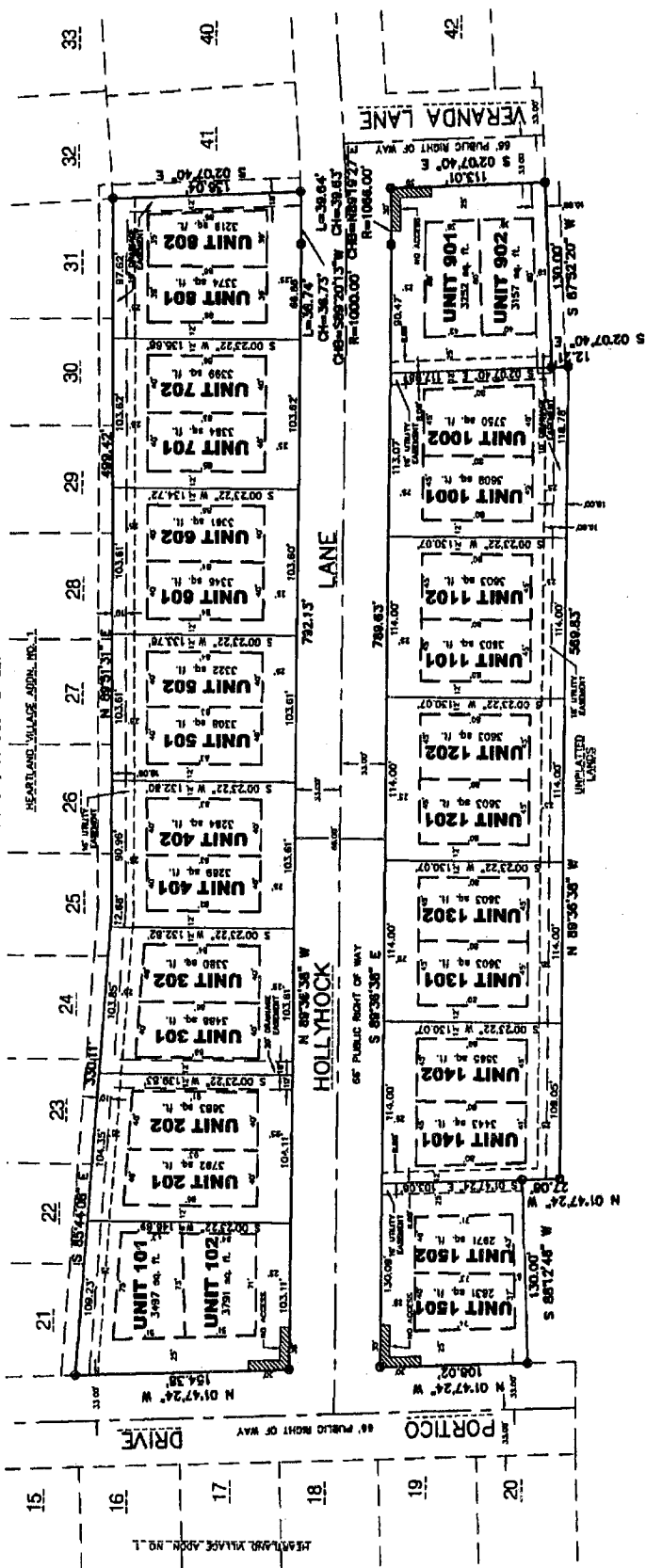
3-7-07

EXHIBIT "B"
CONDOMINIUM PLAT

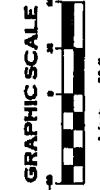
HEARTLAND VILLAGE CONDOMINIUMS ADDENDUM NO. 1

LOTS 1 AND 2 OF CERTIFIED SURVEY MAP NO. _____ BEING PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

CONTAINING 216,906 SQUARE FEET.



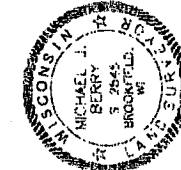
AREAS NOT DESIGNATED AS UNIT OR LIMITED COMMON ELEMENT, ARE COMMON ELEMENTS.



PREPARED FOR:
OLD SPRING FARMS, LLC
10000 WISCONSIN DRIVE
FRANKSVILLE, WI



THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY, R.L.S. 5-2545

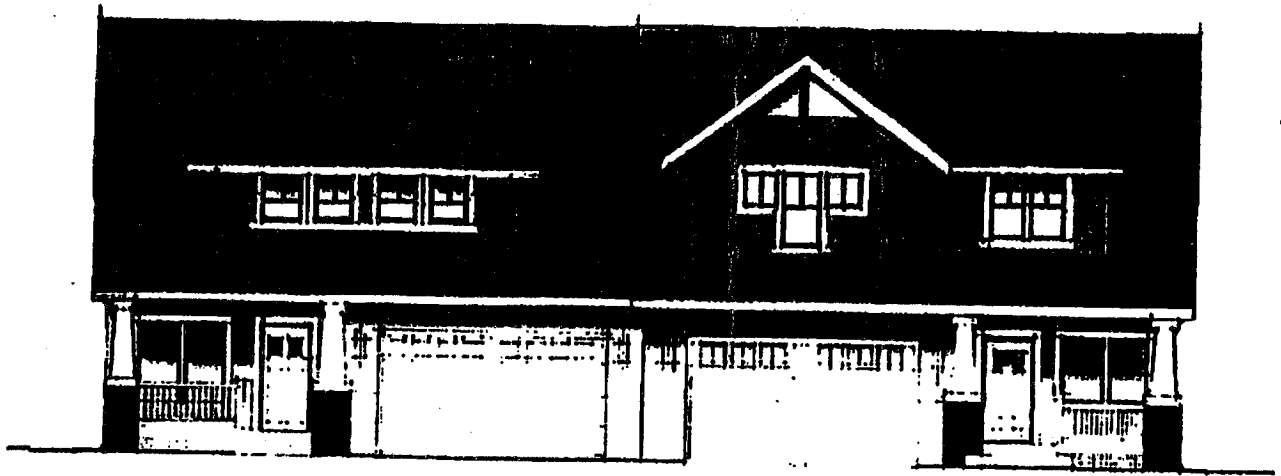


MICHAEL J. BERRY, BEING A LICENSED SURVEYOR AUTHORIZED TO PRACTICE AS A REGISTERED LAND SURVEYOR, HEREBY CERTIFIES THAT THIS IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND IDENTIFIED BY THE DECLARATION OF HEARTLAND VILLAGE CONDOMINIUM ASSOCIATION AND ITS ATTACHMENTS.

MARCH 8, 2007
DATE
MICHAEL J. BERRY, R.L.S.
REGISTERED LAND SURVEYOR 5-2545

EXHIBIT "C"

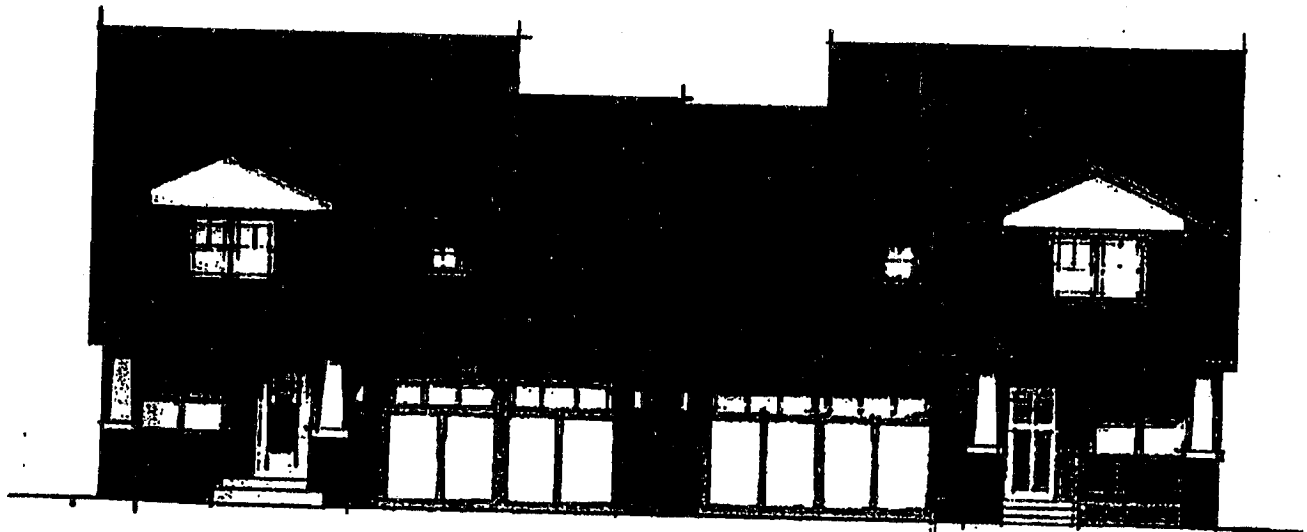
TWINPLEX APPROVED DESIGNS



Twindominium "A"



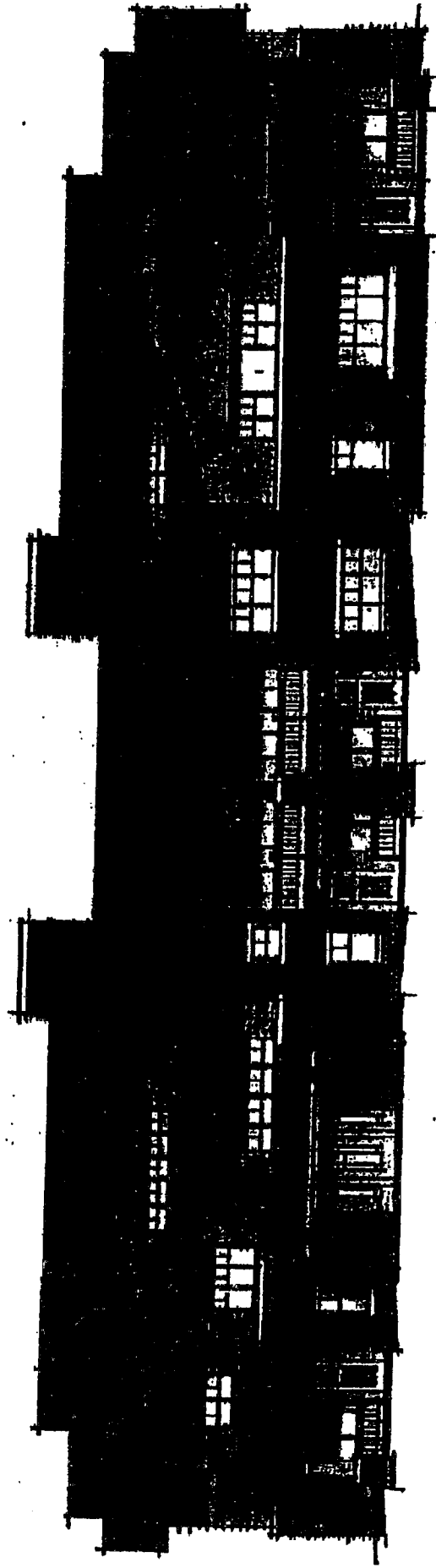
Twindominium "B"



Twindominium "C"

EXHIBIT "D"

SIXTEEN FAMILY EXTERIOR RENDERINGS



Multi-Unit Condominium

EXHIBIT "E"
COLOR PALLETES

HEARTLAND VILLAGE
EXTERIOR COLOR PALETTE SPECIFICATION:
MAIN SIDING, ACCENT SIDING, TRIM COLOR
10-26-2006

GOLD COAST SAND:

Main siding: Sherwin Williams SW6156 Raimie
Trim: Sherwin Williams SW6148 Wool Skein
Upper siding: Benjamin Moore HC-46 Jackson Tan

HEARTLAND GREEN:

Main siding: Sherwin Williams SW6158 Sawdust
Trim: Sherwin Williams SW6134 Netsuke
Upper siding: Sherwin Williams SW6068 Brevity Brown

HINSDALE PLUM:

Main siding: Martha Stewart Friar Plum 8404
Trim: Sherwin Williams SW6148 Wool Skein
Upper siding: Benjamin Moore AC-36 Shenandoah Taupe

MACKINTOSH GREEN

Main siding: Sherwin Williams SW6172 Hardware
Trim: Sherwin Williams SW6148 Wool Skein
Upper siding: Sherwin Williams SW6150 Universal Khaki

MERCER GRAY

Main siding: Sherwin Williams SW7075 Web Gray
Trim: Sherwin Williams SW6140 Moderate White
Upper siding: Sherwin Williams SW7018 Dovetail

PRAIRIE BLUFF

Main siding: Sherwin Williams SW2823 Rookwood Clay
Trim: Sherwin Williams SW6134 Netsuke
Upper siding: Sherwin Williams SW6121 Whole Wheat

OAK PARK BROWN

Main siding: Sherwin Williams SW2836 Quartersawn Oak
Trim: Sherwin Williams SW6148 Wool Skein
Upper siding: Sherwin Williams SW2835 Craftsman Brown

QUARRY HILL SLATE

Main siding: Sherwin Williams AC-18 Smoky Mountain
Trim: Sherwin Williams SW6148 Wool Skein
Upper siding: Sherwin Williams HC-111 Nantucket Gray

EXHIBIT "F"

LIST OF SALT TOLERANT TREES

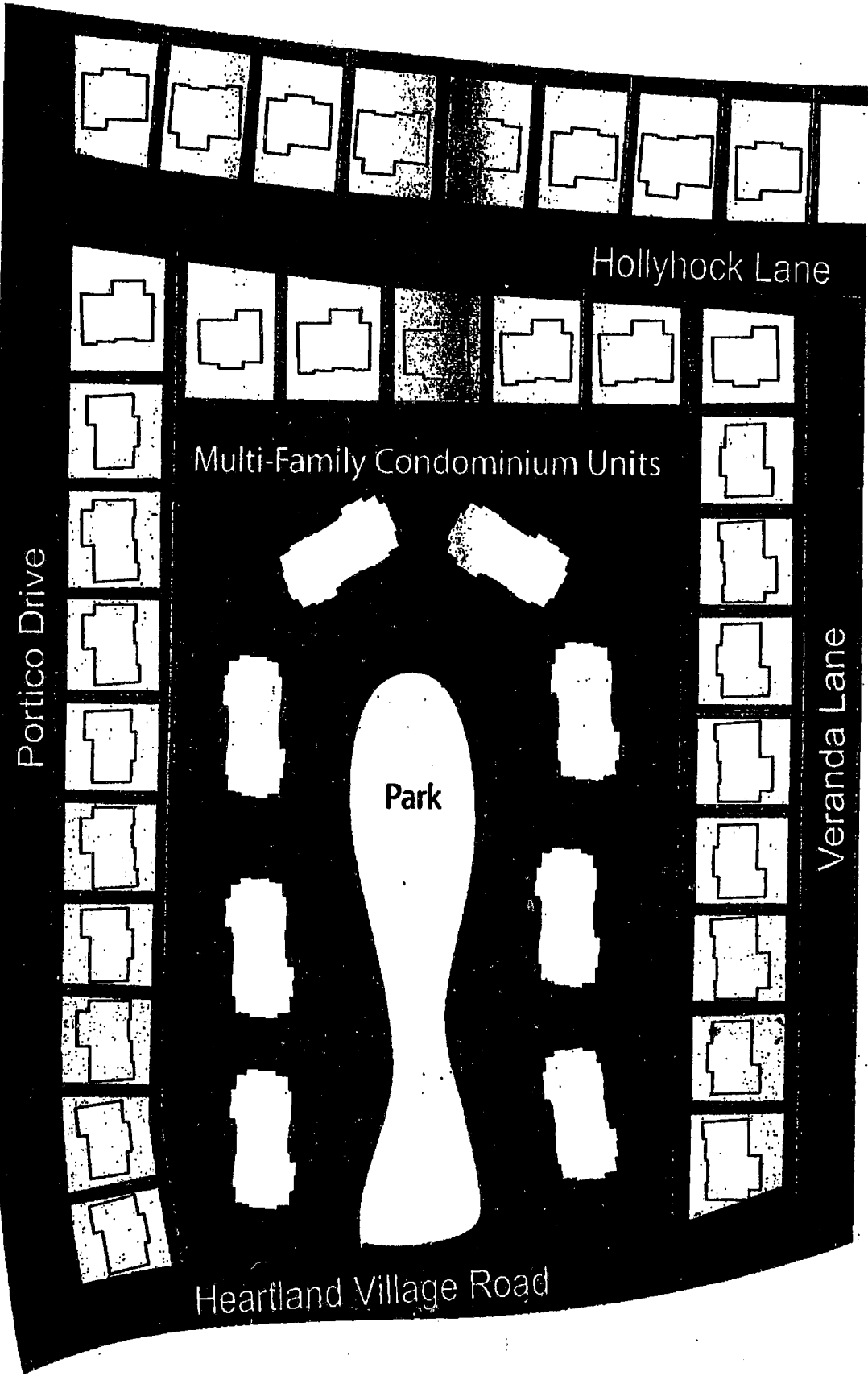
List of Salt-tolerant Trees

(Per Mileager's)

- **Acer Platanoides - Norway Maple**
- **Acer Saccharum - Sugar Maple**
- **Autumn® Blaze Maple**
- **Betula - Birch**
- **Cratoegus Crus-Galli - Thornless Hawthorn**
- **Fraxinus Americana - White Ash**
- **Fraxinus Pennsylvanica - Green Ash**
- **Gleditsia Triacanthos Var. Inermis - Thornless Honey Locust**
- **Larix Decidua - European Larch**
- **Malus - Fruitless Flowering Crabs**
- **Syringa Reticulata - Japanese Tree Lilac**

EXHIBIT "G"

DEPICTION OF NON-MUNICIPAL PARK/RECREATION AREA



Portico Drive

Hollyhock Lane

Multi-Family Condominium Units

Park

Veranda Lane

Heartland Village Road

EXHIBIT "H"

REAL ESTATE DESCRIPTION ON EXPANDABLE CONDOMINIUM



LEGAL DESCRIPTION
HEARTLAND VILLAGE CONDOMINIUMS
UNITS 16 THROUGH 32 AND MULTI-FAMILY SITE

PART OF THE NORTHWEST QUARTER (NW ¼), NORTHEAST QUARTER (NE ¼), SOUTHWEST QUARTER (SW ¼) AND SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

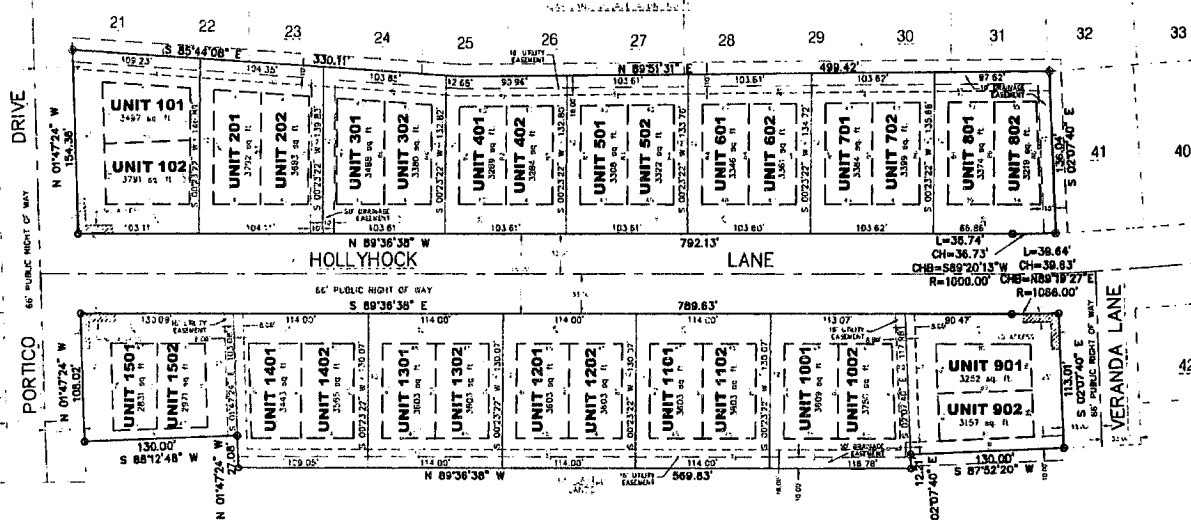
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER (SE ¼), BEING MARKED BY A CONCRETE MONUMENT WITH A BRASS CAP; THENCE S 89° 35' 50" E ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER (SE ¼), 915.71 FEET TO THE NORTHWEST CORNER OF HEARTLAND VILLAGE ADDITION NO. 1, A RECORDED SUBDIVISION; THENCE S 01° 47' 24" E ALONG THE WEST LINE OF SAID HEARTLAND VILLAGE ADDITION NO. 1, 655.89 FEET; THENCE S 89° 36' 38" E, 186.13 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF PORTICO DRIVE AND HOLLYHOCK LANE; THENCE S 01° 47' 24" E, 66.05 FEET TO THE SOUTHEAST CORNER OF THE INTERSECTION OF PORTICO DRIVE AND HOLLYHOCK LANE; THENCE CONTINUING S 01° 47' 24" E ALONG THE EAST LINE OF SAID PORTICO DRIVE, 101.02 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 88° 12' 36" E, 129.99 FEET; THENCE S 01° 47' 24" E, 34.09 FEET; THENCE S 89° 36' 38" E, 569.83 FEET; THENCE N 02° 07' 40" W, 12.21 FEET; THENCE N 87° 52' 20" E, 130.00 FEET TO A POINT ON THE WEST LINE OF VERANDA LANE; THENCE S 02° 07' 40" E ALONG SAID WEST LINE, 799.90 FEET TO THE NORTHWEST CORNER OF THE INTERSECTION OF VERANDA LANE AND HEARTLAND VILLAGE ROAD; THENCE WESTERLY 11.48 FEET ALONG THE NORTH LINE OF SAID HEARTLAND VILLAGE ROAD AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 1480.48 FEET AND WHOSE CHORD BEARS S 72° 25' 56" W, 11.48 FEET; THENCE S 72° 12' 36" W ALONG SAID NORTH LINE, 100.00 FEET; THENCE WESTERLY 383.41 FEET ALONG SAID NORTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 1046.10 FEET AND WHOSE CHORD BEARS S 82° 42' 36" W, 381.27 FEET; THENCE N 86° 47' 24" W ALONG SAID NORTH LINE, 100.00 FEET; THENCE WESTERLY 189.92 FEET ALONG SAID NORTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTH, WHOSE RADIUS IS 627.61 FEET AND WHOSE CHORD BEARS S 84° 32' 28" W, 189.19 FEET TO THE NORTHEAST CORNER OF THE INTERSECTION OF HEARTLAND VILLAGE ROAD AND PORTICO DRIVE; THENCE N 16° 54' 29" W ALONG THE EAST LINE OF SAID PORTICO DRIVE, 159.85 FEET; THENCE NORTHERLY 131.93 FEET ALONG SAID EAST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST, WHOSE RADIUS IS 500.00 FEET AND WHOSE CHORD BEARS N 09° 20' 56" W, 131.55 FEET; THENCE N 01° 47' 24" W ALONG SAID EAST LINE, 628.66 FEET TO THE POINT OF BEGINNING.

LANDS CONTAINING 709,246 SQUARE FEET OR 16.282 ACRES OF LAND.

HEARTLAND VILLAGE CONDOMINIUMS ADDENDUM NO. 1

LOIS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 2853, BEING PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN

CONTAINING 216,906 SQUARE FEET



PLAN

101	151-03-22-09-006-010
102	151-03-22-09-006-010
201	151-03-22-09-006-010
202	151-03-22-09-006-010
301	151-03-22-09-006-010
302	151-03-22-09-006-010
401	151-03-22-09-006-010
402	151-03-22-09-006-010
501	151-03-22-09-006-010
502	151-03-22-09-006-010
601	151-03-22-09-006-010
602	151-03-22-09-006-010
701	151-03-22-09-006-010
702	151-03-22-09-006-010
801	151-03-22-09-006-010
802	151-03-22-09-006-010
1001	151-03-22-09-006-010
1002	151-03-22-09-006-010
1101	151-03-22-09-006-010
1102	151-03-22-09-006-010
1201	151-03-22-09-006-010
1202	151-03-22-09-006-010
1301	151-03-22-09-006-010
1302	151-03-22-09-006-010
1401	151-03-22-09-006-010
1402	151-03-22-09-006-010
1501	151-03-22-09-006-010
1502	151-03-22-09-006-010

PREPARED FOR:
OLD SPRING FARMS, LLC
5603 INDUSTRIAL DRIVE
FRANKSVILLE, WI



THIS INSTRUMENT DRAFTED BY MICHAEL J. BERRY A/S 5-2343

AREAS NOT DEPICTED AS UNIT OR LIMITED COMMON ELEMENT, ARE COMMON ELEMENTS.



MICHAEL J. BERRY, BEING A LICENSED SURVEYOR AUTHORIZED TO PRACTICE LAND SURVEYING IN THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND IDENTIFIED BY THE DECLARATION OF HEARTLAND VILLAGE CONDOMINIUM ASSOCIATION AND ITS ATTACHMENTS

MARCH 6, 2007
DATE
MICHAEL J. BERRY, R.L.S.
REGISTERED LAND SURVEYOR S-2345

SHEET 1 OF 1

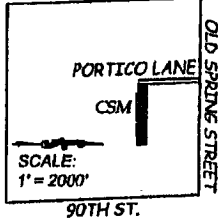


2

CERTIFIED SURVEY MAP NO. 2851

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

VICINITY SKETCH
SE 1/4, SEC. 9, T3N, R22E

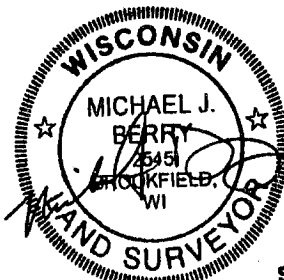


1 inch = 120ft.

ALL BEARINGS REFER TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9, WHICH HAS A WISCONSIN STATE PLANE COORDINATE SYSTEM (SOUTH ZONE) BEARING OF N 89°35'50" W.

NOTE:
PORTICO DRIVE, HOLLYHOCK LANE AND VERANDA LANE RIGHT OF WAY DEDICATED TO THE PUBLIC BY THE HEARTLAND VILLAGE ADDN. NO. 1 SUBDIVISION PLAT.

- LEGEND**
- - INDICATES A 1"x18" IRON PIPE SET WEIGHING 1.68 LBS/FT
 - - INDICATES 2" IRON PIPE FOUND



3-7-07

PREPARED FOR:
OLD SPRING FARMS, LLC
8609 INDUSTRIAL DRIVE
FRANKSVILLE, WI

SURVEYOR:

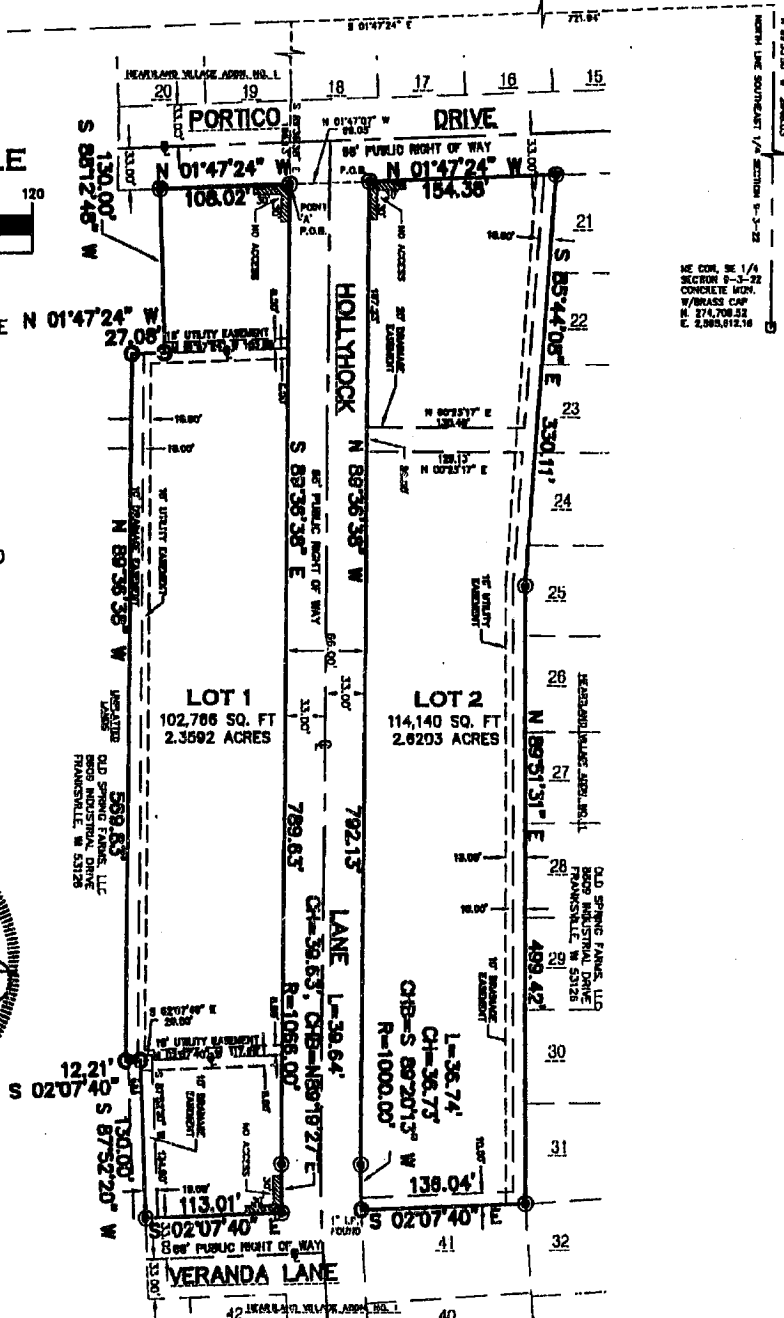


755 NORTH WATER STREET, SUITE 1000
MILWAUKEE, WI 53212
414.224.2000 (F) 414.224.2000 (C)

VOL 9 PG 158

CURRENT ZONING
R75D/OPD - TWO FAMILY RESIDENTIAL WITH AN OVERLAY PLANNED DEVELOPMENT

TAX KEY NO.
151-03-22-09-003-002



CERTIFIED SURVEY MAP NO. 2851

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
RACINE COUNTY)

I, MICHAEL J. BERRY, A REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED A PORTION OF LAND IN THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 1/4 SECTION; THENCE S 89°35'50" E ALONG THE NORTH LINE OF SAID 1/4 SECTION 915.71 FEET TO THE NORTHWEST CORNER OF HEARTLAND VILLAGE ADDITION NO. 1, A SUBDIVISION; THENCE S 01°47'24" E ALONG THE WEST LINE OF SAID SUBDIVISION 721.94 FEET; THENCE S 89°36'38" E 186.13 FEET TO THE SOUTHEAST CORNER OF THE INTERSECTION OF PORTICO DRIVE AND HOLLYHOCK LANE, SAID CORNER TO BE KNOWN AS POINT 'A' AND BEING THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE S 89°36'38" E ALONG THE SOUTH LINE OF SAID LANE 789.83 FEET; THENCE EASTERLY 39.64 FEET ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 1066.00 FEET AND WHOSE CHORD BEARS N 89°19'27" E 39.63 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE INTERSECTION OF HOLLYHOCK LANE AND VERANDA LANE; THENCE S 02°07'40" E ALONG THE WEST LINE OF SAID LANE 113.01 FEET; THENCE S 87°52'20" W 130.00 FEET; THENCE S 02°07'40" E 12.21 FEET; THENCE N 89°36'38" W 569.83 FEET; THENCE N 01°47'24" W 27.08 FEET; THENCE S 88°12'48" W 130.00 FEET TO A POINT ON THE EAST LINE OF SAID PORTICO DRIVE; THENCE N 01°47'24" W ALONG SAID EAST LINE 108.02 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED LANDS:

COMMENCING AT POINT 'A'; THENCE N 01°47'07" W 66.05 FEET TO THE POINT OF BEGINNING OF LANDS TO BE DESCRIBED; THENCE N 01°47'24" W ALONG THE EAST LINE OF PORTICO DRIVE 154.38 FEET; THENCE S 85°44'08" E 330.11 FEET; THENCE N 89°31'31" E 499.42 FEET; THENCE S 02°07'40" E 136.04 FEET TO A POINT ON THE NORTH LINE OF HOLLYHOCK LANE; THENCE WESTERLY 36.74 FEET ALONG SAID NORTH LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH, WHOSE RADIUS IS 1000.00 FEET AND WHOSE CHORD BEARS S 89°20'13" W 36.73 FEET; THENCE N 89°36'38" W 792.13 FEET TO THE POINT OF BEGINNING.

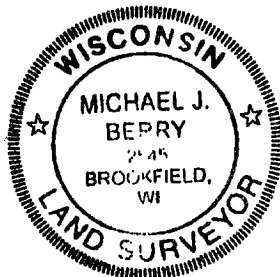
COMBINED LANDS CONTAINING 216,906 SQ. FT. OR 4.9795 AC.

THAT I HAVE MADE SUCH SURVEY, LAND DIVISION AND MAP BY THE DIRECTION OF OLD SPRING FARMS, LLC, OWNER OF SAID LAND.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE STATUTES OF THE STATE OF WISCONSIN AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF MOUNT PLEASANT IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DATED THIS 7TH DAY OF MARCH, 2007.



Michael J. Berry

MICHAEL J. BERRY
REGISTERED LAND SURVEYOR, S-2545
STATE OF WISCONSIN

CERTIFIED SURVEY MAP NO. 2851

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE

OLD SPRING FARMS, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, CERTIFIES THAT SAID CORPORATION CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS MAP IN ACCORDANCE WITH THE ORDINANCES OF THE VILLAGE OF MOUNT PLEASANT.

IN WITNESS WHEREOF, OLD SPRING FARMS, LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY JOHN HELDING, PRESIDENT, AT RACINE, WISCONSIN, THIS 13 DAY OF April, 2007

FROM:
151-03-22-09-003-002

John Helting
JOHN HELDING, PRESIDENT

TO:
Lot 1: 151-03-22-09-005-111
Lot 2: 151-03-22-09-005-112

STATE OF WISCONSIN)
RACINE COUNTY)

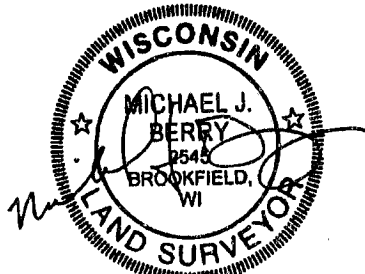
ON THIS 13 DAY OF April, 2007, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SUCH COUNTY AND STATE, PERSONALLY APPEARED JOHN HELDING, KNOWN OR IDENTIFIED TO ME TO BE THE OWNER OF SAID LANDS, THAT THEY EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH INSTRUMENT IS A FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY ARE AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL HERETO, AFFIXED THE DAY, MONTH AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

DATED THIS 13 DAY OF April, 2007

Michael J. Berry

NOTARY PUBLIC RACINE Co.
STATE OF WISCONSIN
MY COMMISSION ~~EXPIRES~~ is permt.



3-7-07

CERTIFIED SURVEY MAP NO. 2851

PART OF THE NORTHWEST 1/4 AND NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWN 3 NORTH, RANGE 22 EAST, IN THE VILLAGE OF MOUNT PLEASANT, RACINE COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGE


JOHNSON BANK, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE ABOVE CERTIFICATION OF OLD SPRING FARMS, LLC, AS OWNER OF SAID LAND.

IN WITNESS WHEREOF, THE SAID JOHNSON BANK HAS CAUSED THESE PRESENTS TO BE SIGNED BY GARY HANNEMAN, AND ITS CORPORATE SEAL HEREUNTO AFFIXED, THIS 26 DAY OF April, 2007


GARY HANNEMAN

STATE OF WISCONSIN)
COUNTY) SS

PERSONALLY CAME BEFORE ME THIS 26 DAY OF April, 2007 Loay Hanneval TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.


NOTARY PUBLIC RACINE Co
STATE OF WISCONSIN
MY COMMISSION EXPIRES: is perm.

COUNTY TREASURER'S CERTIFICATE

STATE OF WISCONSIN)
RACINE COUNTY) SS

I, ELIZABETH A. MAJESKI, BEING THE DULY ELECTED, QUALIFIED AND ACTING TREASURER OF THE COUNTY OF RACINE, WISCONSIN DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENT AS OF May 2, 2007 ON ANY OF THE LANDS INCLUDED IN THIS CERTIFIED SURVEY MAP.

DATE: May 2, 2007

ELIZABETH A. MAJESKI
COUNTY TREASURER

VILLAGE BOARD APPROVAL

VILLAGE BOARD APPROVAL

APPROVED BY THE VILLAGE BOARD OF THE VILLAGE OF MOUNT PLEASANT THIS 10 DAY OF July, 2006


JULIE EDMANDS, CLERK



DOCUMENT #

1567706

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED _____

97 JAN 28 AM 9:55

MARK A. LADD
REGISTER OF DEEDS

Document Number

Document Title

THIS INDENTURE made this 14th day of January, 1998, between JOSEPH E. BORZYNSKI AND DAVID T. BORZYNSKI, and BORZYNSKI BROTHERS, parties of the first part, and TOWN OF MT. PLEASANT, Racine County, Wisconsin, a quasi-municipal corporation duly existing under and by virtue of the laws of the State of Wisconsin, party of the second part.

WITNESSETH:

That for and in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid, the receipt of which is hereby acknowledged, the parties of the first part have this day bargained and sold and by these presents do bargain, sell, convey, transfer and deliver unto the party of the second part, its successors and assigns forever, a permanent easement and right of way and a temporary easement during the period of construction, including the perpetual right to enter upon the real estate hereinafter described at any time that it may see fit, and construct, maintain, use and repair underground pipe lines and mains, for the purpose of conveying sewage across, through and under the real estate hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of said pipe lines and mains, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use and maintenance of said underground pipe lines and mains.

The real estate affected by this grant of permanent easement and right of way is located in the Town of Mt. Pleasant, County of Racine and State of Wisconsin, and is more particularly described as follows:

See attached Exhibit "A"

The real estate affected by the grant of this temporary easement covers land adjacent to the above-described permanent easement and right of way as may be required during the period of construction.

TO HAVE AND TO HOLD said permanent easement and right of way to the party of the second part and unto its successors and assigns forever.

Parties of the first part for themselves and for their heirs, executors, administrators, successors and assigns, do hereby covenant with the party of the second part, its successors and assigns forever, that they are lawfully seized and possessed of the real estate above described and that they have good and lawful right to convey it or any part thereof and that it is free from all encumbrances.

Recording Area

Name and Return Address

WILLIAM E DYE

Box # 370

008-03-22-09-003-002

008-03-22-09-096-000

Parcel Identification No. (PIN)

008-03-22-09-092-000

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IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals on the day and year first above written.

Joseph E. Borzynski
Joseph E. Borzynski

David T. Borzynski
David T. Borzynski

BORZYNSKI BROTHERS

By: Joseph E. Borzynski
JOSEPH E. BORZYNSKI

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

Personally came before me this 14th day of January, 1997, the above-named Joseph E. Borzynski and David T. Borzynski and Borzynski Brothers by Joseph E. + David T. Borzynski to me known to be the persons who executed the foregoing instrument and acknowledged the same they being duly authorized so to do.

Robert E. Pucely
Notary Public, Racine County, Wisconsin
My commission is permanent/expires: March 17, 1997

This instrument was drafted by:

William E. Dye, Esq.
1300 So. Green Bay Road
P.O. Box 081518
Racine, Wisconsin 53408-1518
Wisconsin State Bar #1006058

SANITARY SEWER EASEMENT DESCRIPTION

**JOSEPH E. & DAVID T. BORZYNSKI
2512 WEST ROAD
STURTEVANT, WI 53177**

TAX KEY NO. 008-03-22-09-003-002

AND

**BORZYNSKI BROS.
10508 KRAUT ROAD
FRANKSVILLE, WI 53126**

TAX KEY NO. 008-03-22-09-096-000

TAX KEY NO. 008-03-22-09-092-000

Part of the Southeast 1/4 of Section 9, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, described as follows:

Begin at a point on the North-South 1/4 line of said Section 9 located North 01° 47' 24" West, 400.87 feet from the South 1/4 corner of said section and centerline of a 20 foot wide permanent and perpetual sanitary sewer easement; run thence North 88° 12' 35" East, 379.35 feet to the point of curvature of a curve of Southeasterly convexity whose radius is 562.98 feet and whose chord bears North 64° 42' 48" East, 448.92 feet; thence Northeasterly 461.75 feet along the arc of said curve; thence North 41° 13' 00" East, 100.00 feet to the point of curvature of Northwesterly convexity whose radius is 594.61 feet and whose chord bears North 67° 12' 48" East, 521.26 feet; thence Northeasterly 539.58 feet along the arc of said curve; thence South 86° 47' 24" East, 100.00 feet to a point on a curve of Southerly convexity whose radius is 1,079.10 feet and whose chord bears North 82° 42' 36" East, 393.30 feet; thence Northeasterly, 395.51 feet along the arc of said curve; thence North 72° 12' 36" East, 100.00 feet to the point of curvature of a curve of Northerly convexity whose radius is 1,447.50 feet and whose chord bears North 80° 02' 28" East, 394.45 feet; thence Easterly, 395.68 feet along the arc of said curve; thence North 87° 52' 20" East, 321.82 feet; thence North 02° 07' 40" West, 460.42 feet to the point of terminus. (See attached Exhibit "A".)

Also, 30 foot wide Temporary Easement adjacent to and North and South of the above described easement.

**CRISPELL-SNYDER, INC.
CONSULTING ENGINEERS**

September 16, 1996

EXHIBIT A

Document Number

**DISTRIBUTION EASEMENT
UNDERGROUND JOINT**

DOC # 2117158

Recorded

JAN. 16, 2007 AT 03:59PM

WR NO. 2562915

For good and valuable consideration which OLD SPRING FARMS, LLC, hereinafter referred to as "grantor", owner of land, acknowledges receipt of, grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, WISCONSIN BELL, INC. D/B/A AT & T WISCONSIN & TIME WARNER ENTERTAINMENT COMPANY, LP hereinafter referred to as "grantee", a permanent easement upon, within and beneath a part of grantor's land hereinafter referred to as "easement area".

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$15.00



The easement area is described as strips of land varying in width and being a part of the grantor's premises described as Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, Heartland Village Condominiums; a recorded plat located in the Southeast 1/4 of Section 9, Town 3 North, Range 22 East, Village of Mount Pleasant, Racine County, Wisconsin.

RETURN TO:

We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

151

The location of the easement area with respect to the grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

See Next Page
(Parcel Identification Numbers)

1. **Purpose:** The purpose of this easement is to install, maintain and replace underground utility facilities, conduit and cables, electric pad-mounted transformers, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by grantee, all to transmit electric energy, signals, television and telecommunication services. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter the grantor's land for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** The grantor agrees that no structures will be erected in the easement area or in such close proximity to the electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments to it.
4. **Elevation:** The grantor agrees that the elevation of the existing ground surface within the easement area will not be altered by more than 4 inches without the written consent of grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored the grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or to any trees, bushes, branches or roots which may interfere with grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

OLD SPRING FARMS, LLC
A Limited Liability Company

By: *John Holding*
John Holding

By: *Joseph Borzynski*
Joseph Borzynski

Acknowledged before me in Racine County, Wisconsin on January 10 2007, by
John Holding and Joseph Borzynski

Members, of **OLD SPRING FARMS, LLC**, a limited liability company, in its name and on its behalf.

Stephanie B. Meiri
Notary Public Signature, State of Wisconsin

Stephanie B. Meiri
Notary Public Name (Typed or Printed)

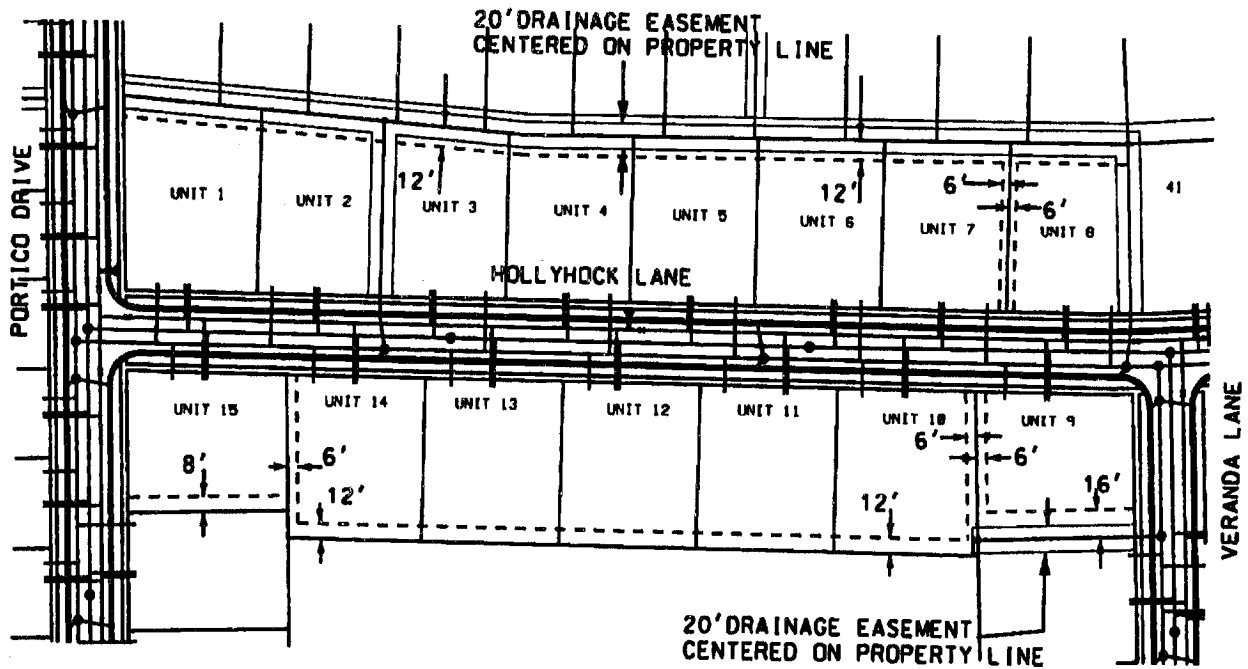
(NOTARY STAMP/SEAL)

My commission expires is permanent

Parcel Identification Numbers:

151-03-22-09-005-001 through 151-03-22-09-005-015 by ones

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201.



- - - - - UNDERGROUND EASEMENT
 _____ SIZE AS SHOWN

EXHIBIT "A"



HEARTLAND VILLAGE CONDO'S
 SE 1/4 SEC 9, T3N, R22E
 V/MOUNT PLEASANT RACINE CO.

DRAWN BY: R. HOOPER
 DATE: 01/02/07
 IDO NUMBER: 7416
 REVISIONS: 1 OF 1

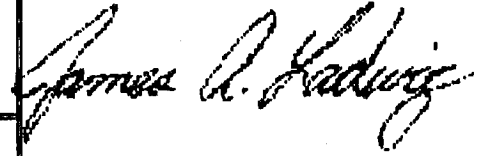
u:\Data\Orders\Southern\Krcs\Electric\RICH\2582915 HEARTLAND CONDOS.dgn
 8:46:13 AM
 1/3/2007

DOC # 2089468

Recorded

JUNE 15, 2006 AT 02:50PM

**GRANT OF
TEMPORARY GRADING EASEMENT**



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$19.00



See attached Grant of Temporary Grading Easement.

Name and Return Address

Attorney Stefanie B. Meiri
c/o Legacy Development Company
8609 Industrial Drive
Franksville, WI 53126

151-03-22-10-094-103

Parcel Identification Number (PIN)

19

GRANT OF TEMPORARY GRADING EASEMENT

This easement entered into this 14th day of June, 2006, by and between Thomas M. and Jody L. Baran, hereinafter referred to as Grantor, and Old Spring Farms, LLC, hereinafter referred to as Grantee.

PARCEL IDENTIFICATIONS

1. Parcel A is real estate owned by the Grantor with an address of 8952 Old Spring Street, Village of Mount Pleasant, Racine County, Wisconsin, with a legal description of:

Lot 3, Globe Heights West, according to the recorded plat thereof, a part of the Southwest $\frac{1}{4}$ and part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 3 North, Range 22 East. Said land being in the Village of Mount Pleasant, County of Racine and the State of Wisconsin.

2. Parcel B is a contiguous parcel of real property owned by the Grantee as shown on the map attached and incorporated as Exhibit A.

PURPOSE OF THE EASEMENT.

The Grantee owns Parcel B and plans to construct a subdivision on Parcel B, which shall be called "Heartland Village, Addition No. 1, Phase 1," hereinafter referred to as the Subdivision. It is a requirement for the development of the Subdivision that the Grantee install a road, which shall be called 90th Street. The purpose of this easement is so that Grantee may have a temporary grading easement over certain portions of Parcel A to adjust the grade to allow for the construction of 90th Street.

DESCRIPTION OF THE EASEMENT

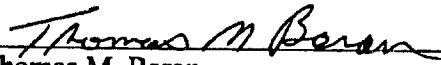
The real estate that is subject to this easement is shown on the attached Exhibit B. The easement runs approximately 167 feet on a line, and the width of the easement shall be fifteen (15) feet from the 90th Street road right of way.

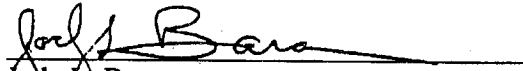
GRANT OF EASEMENT

Grantor, on behalf of himself, his heirs, assigns and successors in interest hereby grants, for good and valuable consideration, to Grantee, its heirs, assigns and successors in interest, a fifteen (15) foot wide temporary easement and right of way entitling the Grantee to enter upon Parcel A to adjust the grade, together with a right of access to such with all necessary and proper equipment, people and materials with respect thereto, and the right to remove obstructions which may interfere with the location and adjustment of the grade. Any trees or grass removed by the Grantee for purposes of this easement shall be replaced at Grantee's expense. The Grantor shall not alter or change the grade after the Grantee completes the work described in this easement. This easement shall terminate upon the earlier of the completion of the Heartland Village, Addition No. 1, Phase 1 Subdivision for which this easement is given or one (1) year after execution of this grant of this easement.

Dated this 14th day of June, 2006.

GRANTOR:

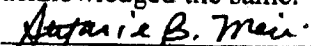

Thomas M. Baran


Jody L. Baran

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
RACINE COUNTY)

Personally came before me this 14th day of June, 2006, the above named Thomas M. Baran and Jody L. Baran, to me known to be the persons who executed the foregoing instrument and acknowledged the same.


*Stefanie B. Meiri, Notary Public, State of Wisconsin.
My commission is permanent.

Drafted by:
Attorney Stefanie B. Meiri
State Bar No.: 1053372
731 Main Street
Racine, WI 53403
(262) 633-3455

EXHIBIT A

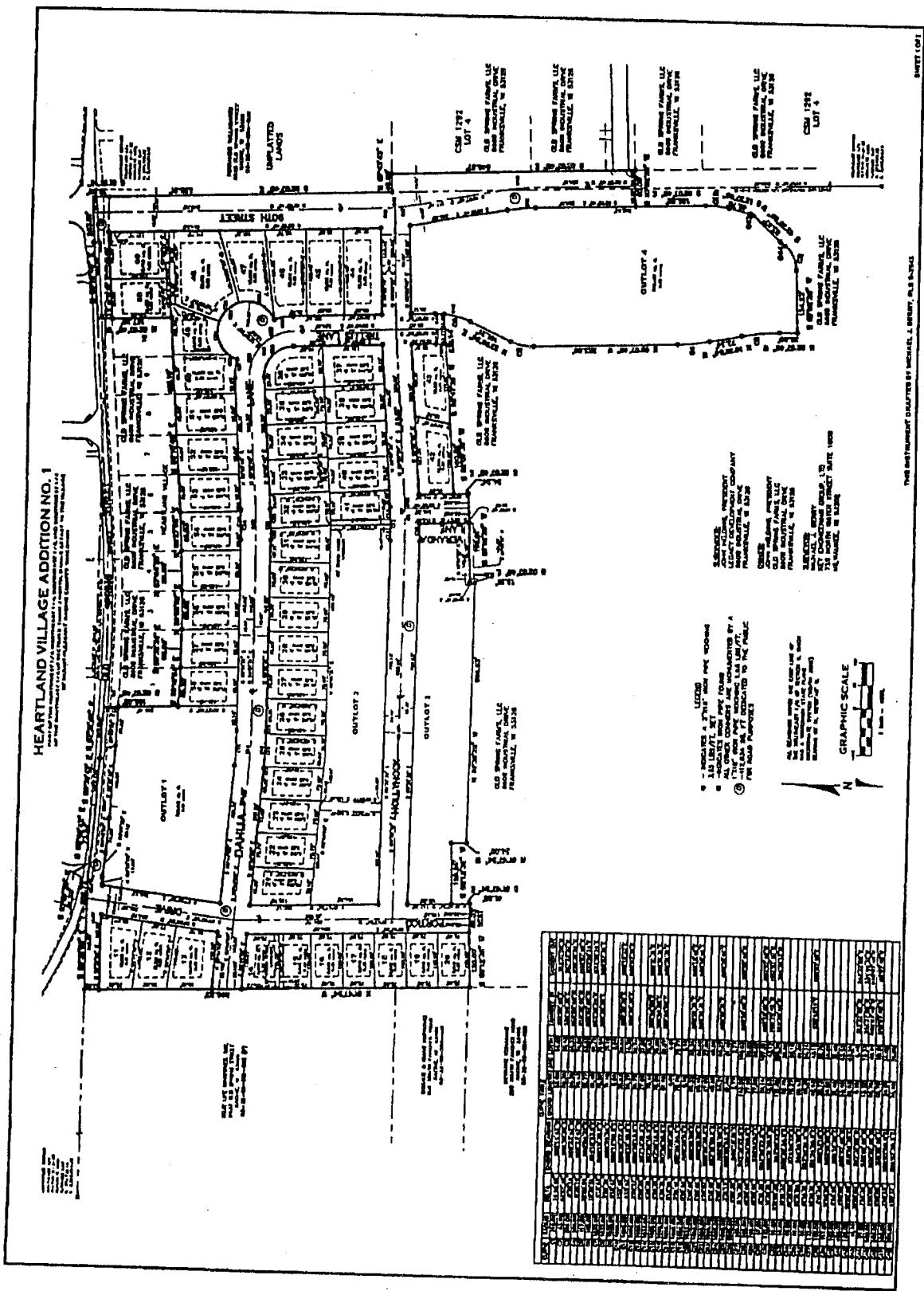
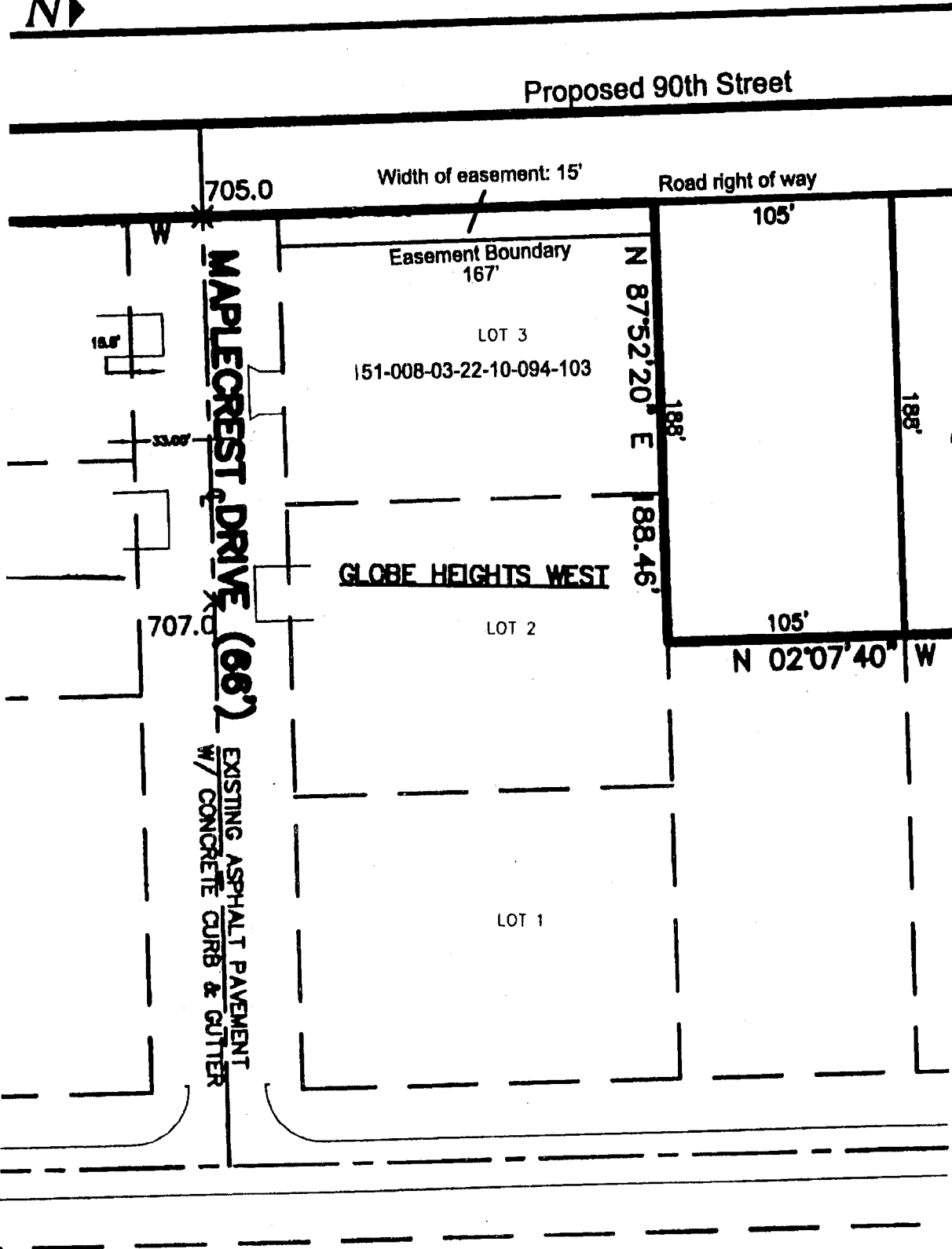


EXHIBIT B



GRANT OF
TEMPORARY GRADING EASEMENT

DOC # 2088477
Recorded
JUNE 07, 2006 AT 04:26PM

James A. Ladwig

See attached Grant of Temporary Grading Easement.

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$27.00



Name and Return Address
Attorney Stefanie B. Meiri
731 Main Street
Racine, WI 53403

27-

151-03-22-10-094-000
Parcel Identification Number (PIN)

GRANT OF TEMPORARY GRADING EASEMENT

This easement entered into this 7- day of JUNE, 2006, by and between Fernando Valladares, hereinafter referred to as Grantor, and Old Spring Farms, LLC., hereinafter referred to as Grantee.

PARCEL IDENTIFICATIONS

1. Parcel A is real estate owned by the Grantor with an address of 8925 Old Spring Street, Village of Mount Pleasant, Racine County, Wisconsin, with a legal description as set forth in the Warranty Deed for Parcel A, attached and incorporated as Exhibit A.
2. Parcel B is a contiguous parcel of real property owned by the Grantee as shown on the map attached and incorporated as Exhibit B.

PURPOSE OF THE EASEMENT.

The Grantee owns Parcel B and plans to construct a subdivision on Parcel B, which shall be called "Heartland Village, Addition No. 1, Phase 1," hereinafter referred to as the Subdivision. It is a requirement for the development of the Subdivision that the Grantee install a road, which shall be called 90th Street. The purpose of this easement is so that Grantee may have a temporary grading easement over certain portions of Parcel A to adjust the grade to allow for the construction of the road.

DESCRIPTION OF THE EASEMENT

The real estate that is subject to this easement is more particularly described in the attached and incorporated Exhibit C. The easement runs approximately 638.91 feet on a line, and the width of the easement shall be fifteen (15) feet from the road right of way.

GRANT OF EASEMENT

Grantor, on behalf of himself, his heirs, assigns and successors in interest hereby grants, for One Thousand and NO/100 (\$1,000.00) Dollars, cash in hand, the receipt of which is hereby acknowledged, and other good and valuable consideration, to Grantee, its heirs, assigns and successors in interest, a fifteen (15) foot wide temporary easement and right of way entitling the Grantee to enter upon Parcel A to adjust the grade, together with a right of access to such with all

necessary and proper equipment, people and materials with respect thereto, and the right to remove obstructions which may interfere with the location and adjustment of the grade. Said easement shall also cover the placement of any improvements within the easement area which may be necessary for the above noted installation of 90th Street. If the Grantee removes obstructions interfering with the location and adjustment of the grade, then the Grantee shall replace the obstructions at a location on Parcel A which does not interfere with the grading or improvements. This easement shall terminate upon the earlier of the completion of the Heartland Village Subdivision for which this easement is given or one (1) year after execution of this grant of this easement.

Dated this 7 day of JUNE, 2006.

GRANTOR:

Fernando Valladares
Fernando Valladares

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
RACINE COUNTY)

Personally came before me this 7th day of June, 2006, the above named Fernando Valladares, to me known to be the Person who executed the foregoing instrument and acknowledge the same.

Stefanie B. Meiri
Stefanie B. Meiri

Notary Public, State of Wisconsin.
My Commission is permanent.

Drafted by:
Attorney Stefanie B. Meiri
State Bar No.: 1053372
731 Main Street
Racine, WI 53403
(262) 633-3455

Document Number

**GRANT
OF
TEMPORARY EASEMENT**

DOC # 2091299
Recorded
JUNE 28, 2006 AT 02:27PM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$23.00

Recorded At



Name and Return Address
Attorney Stefanie B. Meiri
731 Main Street
Racine, WI 53403

23-

151-03-22-09-003-002

Parcel Identification Number (PIN)

GRANT OF TEMPORARY EASEMENT

This temporary easement entered into this 28th day of June 2006, by and between Old Spring Farms, LLC, hereinafter referred to as Grantor, and the Village of Mount Pleasant, in Racine County, Wisconsin, hereinafter referred to as Grantee.

PARCEL IDENTIFICATIONS

1. Parcel A is real property owned by the Grantor and is described in the attached and incorporated Exhibit A.
2. Parcel B is real property owned by the Grantor and is a portion of Parcel A. The Grantor will be developing Parcel B into a subdivision, which will be called "Heartland Village Addition No. 1," hereinafter referred to as the Subdivision, and is shown on the map attached and incorporated as Exhibit B.

PURPOSE OF THE TEMPORARY EASEMENT

It is a requirement for the development of the Subdivision that the Grantor install underground sanitary sewer, water main and storm sewer infrastructure (hereinafter referred to as "utility infrastructure") within Parcel A, as well as outside the platted limits of the Subdivision. The purpose of this temporary easement is for Grantee to hold this temporary easement to improve, alter, maintain and repair the utility infrastructure until the land and utility infrastructure affected by this grant of temporary easement is dedicated to the Grantee.

DESCRIPTION OF THE TEMPORARY EASEMENT

The land affected by the grant of this temporary easement and right-of-way is located in the Village of Mount Pleasant, Racine County, Wisconsin and is shown in the attached and incorporated Exhibit C, and is more particularly described on the attached and incorporated Exhibit D. The temporary easement shall run along the roadway centerline of Portico Drive, and within the future right-of-way of Portico Drive, for an approximate distance of 315 feet. The width of this temporary easement shall be sixty-six (66) feet, as measured thirty-three (33) feet on either side of the roadway centerline. The Grantee shall hold this temporary easement until the land affected by this grant of temporary easement is dedicated to the Grantee.

GRANT OF TEMPORARY EASEMENT

Grantor grants a temporary easement and right-of-way including the right to enter upon the land subject to this temporary easement at such times as it may deem fit to improve, alter, maintain and repair the utility infrastructure, related manholes and appurtenances thereto, together with the right of access to such with all necessary and proper people, equipment and materials with respect thereto, and the right to remove such trees, bushes, undergrowth, and other obstructions which may interfere with the

improvement, alteration, maintenance and repair of such utility infrastructure, manholes, and other appurtenances.

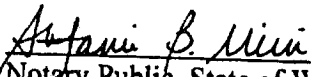
IN WITNESS WHEREOF, the Grantor has signed this Grant of Temporary Easement and has placed his seal on the date first above written.



John A. Holding

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 28th day of June, 2006, the above named John A. Holding, to me known to be the person who executed the foregoing instrument and acknowledged the same.



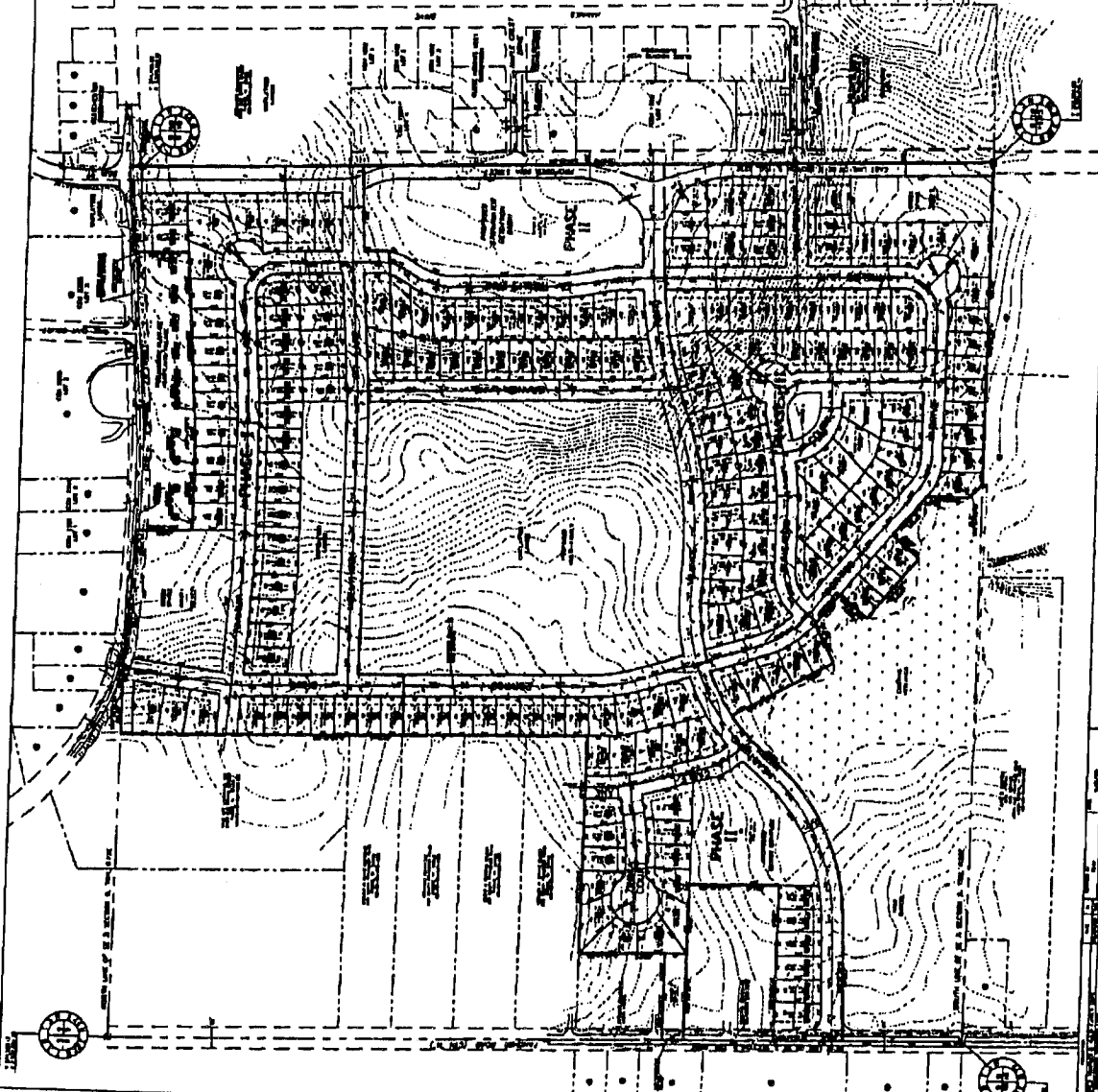
Notary Public, State of Wisconsin
My commission expires is permanent

Drafted by:
Attorney Stefanie B. Meiri
WI State Bar No.: 1053372
731 Main Street
Racine, WI 53403
(262) 633-3455

EXHIBIT A

PRELIMINARY PLAT
OF
**HEARTLAND VILLAGE
ADDITION NO. 1**

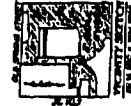
BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THE SE 1/4
OF SECTION 8, T9N, R22E, IN THE VILLAGE OF LAKE MOUNT PLEASANT,
DANE COUNTY, WISCONSIN



- 10' WIDE DRIVE
- 15' WIDE DRIVE
- 20' WIDE DRIVE
- 25' WIDE DRIVE
- 30' WIDE DRIVE
- 35' WIDE DRIVE
- 40' WIDE DRIVE
- 45' WIDE DRIVE
- 50' WIDE DRIVE
- 55' WIDE DRIVE
- 60' WIDE DRIVE
- 65' WIDE DRIVE
- 70' WIDE DRIVE
- 75' WIDE DRIVE
- 80' WIDE DRIVE
- 85' WIDE DRIVE
- 90' WIDE DRIVE
- 95' WIDE DRIVE
- 100' WIDE DRIVE

NOT TO SCALE
ALL DIMENSIONS TO BE SHOWN ON THIS PLAT
SHALL BE CONSIDERED AS APPROXIMATE
AND SUBJECT TO FIELD SURVEY

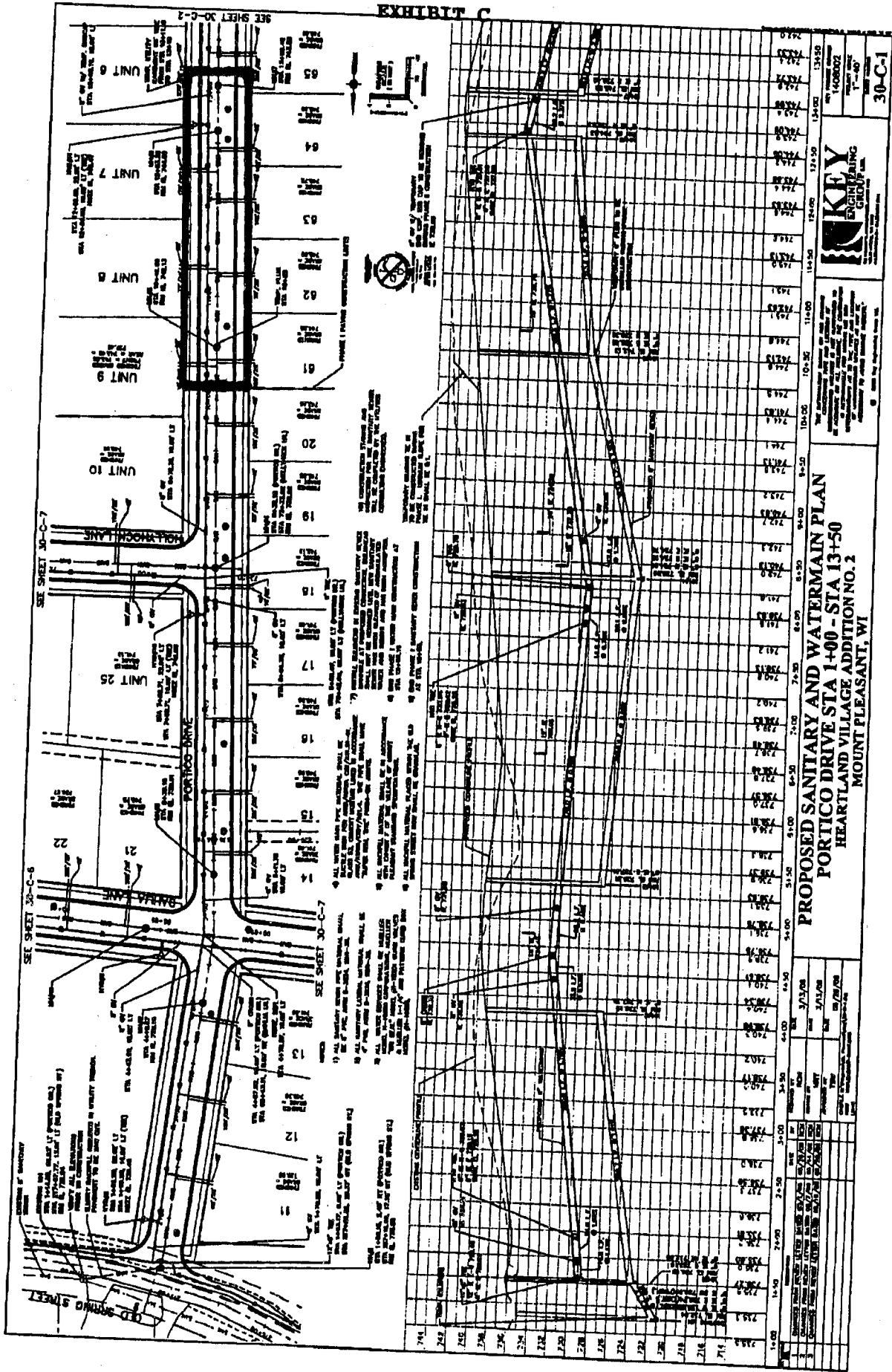
THIS PLAT IS A
PRELIMINARY PLAT
AND DOES NOT CONSTITUTE
A WARRANTY OF TITLE
OR A GUARANTEE OF THE
ACCURACY OF THE DATA



PRELIMINARY PLAT
HEARTLAND VILLAGE ADDITION NO. 1
DANE COUNTY, WISCONSIN

DATE	10/15/2010
BY	J. M. ...
CHECKED BY	...
SCALE	AS SHOWN
PROJECT NO.	...
SHEET NO.	1

EXHIBIT C



THE ENGINEER HAS PREPARED THIS PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF THE BOARD OF HEALTH AND THE BOARD OF SUPERVISORS OF THE COUNTY OF MOUNT PLEASANT, WISCONSIN. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY SHOWN HEREON AND HAS NOT BEEN ADVISED OF ANY CHANGES IN THE BOUNDARIES OF THE PROPERTY SINCE THE DATE OF HIS LAST SURVEY. THE ENGINEER HAS NOT CONDUCTED A SURVEY OF THE PROPERTY SHOWN HEREON AND HAS NOT BEEN ADVISED OF ANY CHANGES IN THE BOUNDARIES OF THE PROPERTY SINCE THE DATE OF HIS LAST SURVEY.

PROPOSED SANITARY AND WATERMAIN PLAN
 PORTICO DRIVE STA 1+00 - STA 13+50
 HEARTLAND VILLAGE ADDITION NO. 2
 MOUNT PLEASANT, WI

NO.	DESCRIPTION	DATE	BY	CHKD.
1	PRELIMINARY PLAN	10/20/88	J.A.V.	J.A.V.
2	FINAL PLAN	11/15/88	J.A.V.	J.A.V.

30-C-1

SEE SHEET 30-C-7

SEE SHEET 30-C-6

SEE SHEET 30-C-2

UNIT 1

UNIT 2

UNIT 3

UNIT 4

UNIT 5

UNIT 6

UNIT 7

UNIT 8

UNIT 9

UNIT 10

UNIT 22

UNIT 25

UNIT 26

UNIT 27

UNIT 28

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UNIT 136

UNIT 137

UNIT 138

UNIT 139

UNIT 140

UNIT 141

UNIT 142

UNIT 143

UNIT 144

UNIT 145

EXHIBIT D

TEMPORARY UTILITY EASEMENT PORTICO DRIVE VILLAGE OF MOUNT PLEASANT RACINE COUNTY, WISCONSIN

Being all that part of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 9, Township 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin, bounded and described as follows: Commencing at the northwest corner of the Southeast Quarter (SE ¼) of said Section 9, being marked by a concrete monument with a brass cap; thence South 89° 35' 50" East along the north line of said Southeast Quarter (SE ¼) for a distance of 915.71 feet to a point; thence South 01° 47' 24" East for a distance of 869.83 feet to a point; thence North 88° 12' 36" East for a distance of 120.00 feet to the point of beginning of the following described temporary utility easement; thence East for a distance of 66.03 feet to a point; thence South 01° 47' 24" East for a distance of 315.00 feet to a point; thence West for a distance of 66.03 feet to a point; thence North 01° 47' 24" West for a distance of 315.00 feet to the point of beginning. Containing 20,800 square feet (0.478 acres) of land, more or less.

Prepared By: Thomas S. Wolf, P.E.
Vice President, Civil Engineering Division
Key Engineering Group, Ltd.
June 27, 2006

DOC # 2091300

Recorded

JUNE 28, 2006 AT 02:28PM

Document Number

**GRANT
OF
TEMPORARY EASEMENT**

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$23.00

Recorded 

Name and Return Address

Attorney Stefanie B. Meiri

731 Main Street

Racine, WI 53403

23-

151-03-22-09-003-002

Parcel Identification Number (PIN)

GRANT OF TEMPORARY EASEMENT

This temporary easement entered into this 28th day of June 2006, by and between Old Spring Farms, LLC, hereinafter referred to as Grantor, and the Village of Mount Pleasant, in Racine County, Wisconsin, hereinafter referred to as Grantee.

PARCEL IDENTIFICATIONS

1. Parcel A is real property owned by the Grantor and is described in the attached and incorporated Exhibit A.
2. Parcel B is real property owned by the Grantor and is a portion of Parcel A. The Grantor will be developing Parcel B into a subdivision, which will be called "Heartland Village Addition No. 1," hereinafter referred to as the Subdivision, and is shown on the map attached and incorporated as Exhibit B.

PURPOSE OF THE TEMPORARY EASEMENT

It is a requirement for the development of the Subdivision that the Grantor install underground sanitary sewer, water main and storm sewer infrastructure (hereinafter referred to as "utility infrastructure") within Parcel A, as well as outside the platted limits of the Subdivision. The purpose of this temporary easement is for Grantee to hold this temporary easement to improve, alter, maintain and repair the utility infrastructure until the land and utility infrastructure affected by this grant of temporary easement is dedicated to the Grantee.

DESCRIPTION OF THE TEMPORARY EASEMENT

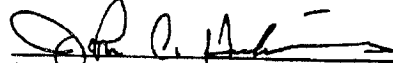
The land affected by the grant of this temporary easement and right-of-way is located in the Village of Mount Pleasant, Racine County, Wisconsin and is shown in the attached and incorporated Exhibit C, and is more particularly described on the attached and incorporated Exhibit D. The temporary easement shall run along the roadway centerline of Veranda Lane, and within the right-of-way of Veranda Lane, for an approximate distance of 370 feet. The width of this temporary easement shall be sixty-six (66) feet, as measured thirty-three (33) feet on either side of the roadway centerline. The Grantee shall hold this temporary easement until the land and utility infrastructure affected by this grant of temporary easement is dedicated to the Grantee.

GRANT OF TEMPORARY EASEMENT

Grantor grants a temporary easement and right-of-way including the right to enter upon the land subject to this temporary easement at such times as it may deem fit to improve, alter, maintain and repair the utility infrastructure, related manholes and appurtenances thereto, together with the right of access to such with all necessary and proper people, equipment and materials with respect thereto, and the right to remove such trees, bushes, undergrowth, and other obstructions which may interfere with

improvement, alteration, maintenance and repair of such utility infrastructure, manholes, and other appurtenances.

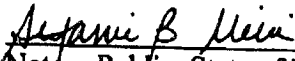
IN WITNESS WHEREOF, the Grantor has signed this Grant of Temporary Easement and has placed his seal on the date first above written.



John A. Holding

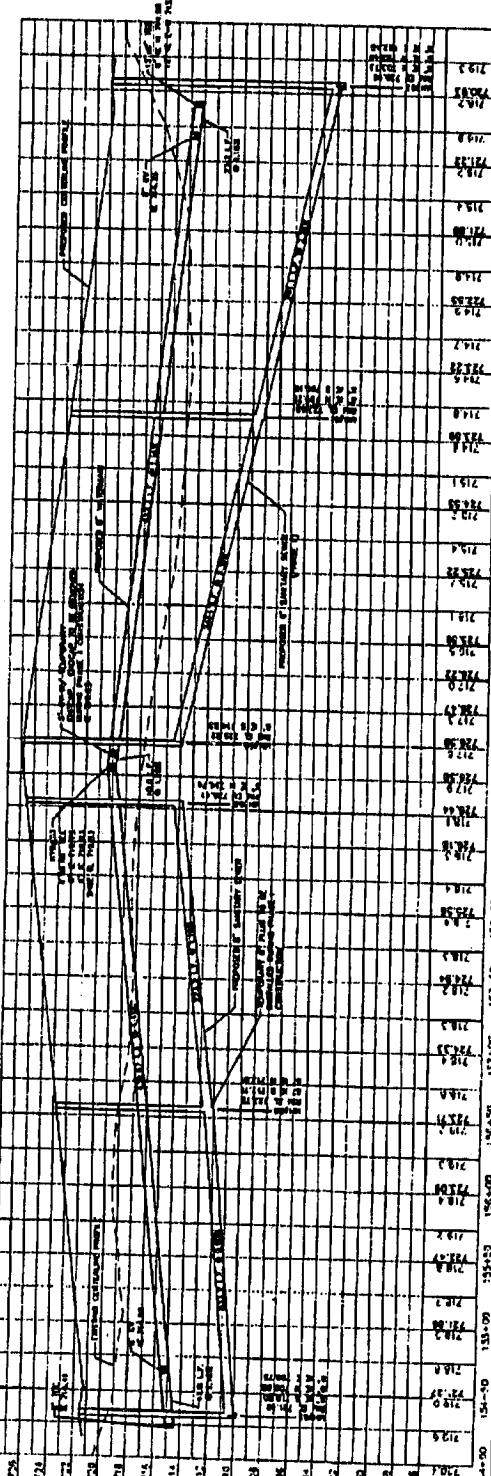
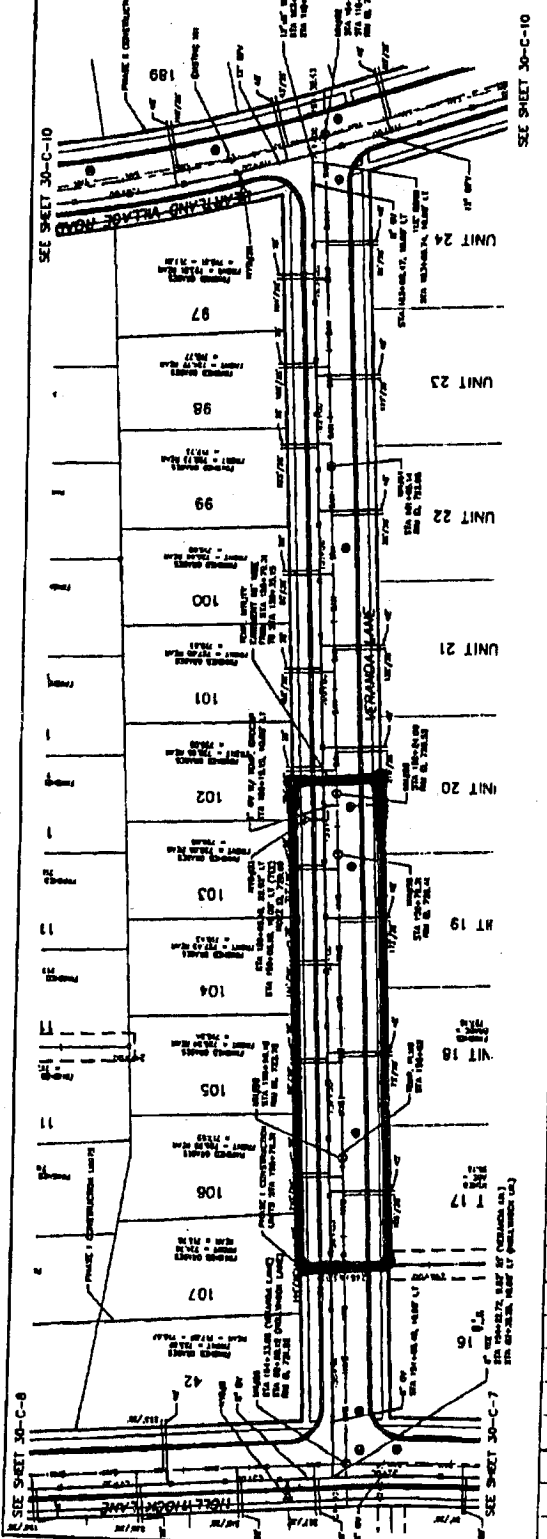
STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 28th day of June, 2006, the above named John A. Holding, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My commission expires ~~_____~~ is permanent.

Drafted by:
Attorney Stefanie B. Meiri
WI State Bar No.: 1053372
731 Main Street
Racine, WI 53403
(262) 633-3455



Station	Sanitary Pipe	Watermain Pipe
184+00	719.2	718.0
184+10	719.2	718.0
184+20	719.2	718.0
184+30	719.2	718.0
184+40	719.2	718.0
184+50	719.2	718.0
184+60	719.2	718.0
184+70	719.2	718.0
184+80	719.2	718.0
184+90	719.2	718.0
185+00	719.2	718.0
185+10	719.2	718.0
185+20	719.2	718.0
185+30	719.2	718.0
185+40	719.2	718.0
185+50	719.2	718.0
185+60	719.2	718.0
185+70	719.2	718.0
185+80	719.2	718.0
185+90	719.2	718.0
186+00	719.2	718.0
186+10	719.2	718.0
186+20	719.2	718.0
186+30	719.2	718.0
186+40	719.2	718.0
186+50	719.2	718.0
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186+70	719.2	718.0
186+80	719.2	718.0
186+90	719.2	718.0
187+00	719.2	718.0
187+10	719.2	718.0
187+20	719.2	718.0
187+30	719.2	718.0
187+40	719.2	718.0
187+50	719.2	718.0
187+60	719.2	718.0
187+70	719.2	718.0
187+80	719.2	718.0
187+90	719.2	718.0
188+00	719.2	718.0

PROPOSED SANITARY AND WATERMAIN PLAN
 VERANDA LANE STA 154+00 - 164+21.14
 HEARTLAND VILLAGE ADDITION NO. 2
 MOUNT PLEASANT, WI

KEY
 EXPLANATION
 1"=40'

30-C-14

- 1. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 2. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 3. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 4. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
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- 9. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
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- 11. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 12. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 13. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 14. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 15. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 16. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 17. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 18. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 19. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.
- 20. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.

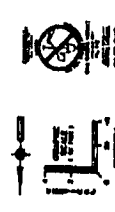


EXHIBIT D

TEMPORARY UTILITY EASEMENT VERANDA LANE VILLAGE OF MOUNT PLEASANT RACINE COUNTY, WISCONSIN

Being all that part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 9, Township 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin, bounded and described as follows: Commencing at the northwest corner of the Southeast Quarter (SE ¼) of said Section 9, being marked by a concrete monument with a brass cap; thence South 89° 35' 50" East along the north line of said Southeast Quarter (SE ¼) for a distance of 915.71 feet to a point; thence South 01° 47' 24" East for a distance of 869.83 feet to a point; thence North 88° 12' 36" East for a distance of 120.00 feet to a point; thence East for a distance of 66.03 feet to a point; thence North 01° 47' 24" West for a distance of 41.85 feet to a point; thence North 88° 12' 36" East for a distance of 129.99 feet to a point; thence South 01° 47' 24" East for a distance of 34.09 feet to a point; thence South 89° 36' 38" East for a distance of 569.83 feet to a point; thence North 02° 07' 40" West for a distance of 12.21 feet to a point; thence North 87° 52' 20" East 130.00 feet to the point of beginning of the following described temporary utility easement; thence continuing North 87° 52' 20" East for a distance of 66.01 feet to a point; thence South 02° 07' 40" East for a distance of 370.00 feet to a point; thence South 87° 52' 20" West for a distance of 66.01 feet to a point; thence North 02° 07' 40" West for a distance of 370.00 feet to the point of beginning. Containing 24,424 square feet (0.561 acres) of land, more or less.

Prepared By: Thomas S. Wolf, P.E.
Vice President, Civil Engineering Division
Key Engineering Group, Ltd.
June 27, 2006

Document Number

**GRANT
OF
TEMPORARY EASEMENT**

DOC # 2091301

Recorded

JUNE 28, 2006 AT 02:28PM

James A. Ladwig

JAMES A LADWIG

RACINE COUNTY

REGISTER OF DEEDS

Fee Amount: \$23.00

Recorded



Name and Return Address

Attorney Stefanie B. Meiri

731 Main Street

Racine, WI 53403

23-

151-03-22-09-003-002

Parcel Identification Number (PIN)

GRANT OF TEMPORARY EASEMENT

This temporary easement entered into this 27th day of June 2006, by and between Old Spring Farms, LLC, hereinafter referred to as Grantor, and the Village of Mount Pleasant, in Racine County, Wisconsin, hereinafter referred to as Grantee.

PARCEL IDENTIFICATIONS

1. Parcel A is real property owned by the Grantor and is described in the attached and incorporated Exhibit A.
2. Parcel B is real property owned by the Grantor and is a portion of Parcel A. The Grantor will be developing Parcel B into a subdivision, which will be called "Heartland Village Addition No. 1," hereinafter referred to as the Subdivision, and is shown on the map attached and incorporated as Exhibit B.

PURPOSE OF THE TEMPORARY EASEMENT

It is a requirement for the development of the Subdivision that the Grantor install underground sanitary sewer, water main and storm sewer infrastructure (hereinafter referred to "utility infrastructure") within Parcel A, as well as outside the platted limits of the Subdivision. The purpose of this temporary easement is for Grantee to hold this temporary easement to improve, alter, maintain and repair the utility infrastructure until the land and utility infrastructure affected by this grant of temporary easement is dedicated to the Grantee.

DESCRIPTION OF THE TEMPORARY EASEMENT

The land affected by the grant of this temporary easement and right-of-way is located in the Village of Mount Pleasant, Racine County, Wisconsin and is shown in the attached and incorporated Exhibit C, and is more particularly described on the attached and incorporated Exhibit D. The temporary easement shall run along the roadway centerline of Trellis Lane, and within the right-of-way of Trellis Lane, for an approximate distance of 216 feet. The width of this temporary easement shall be sixty-six (66) feet, as measured thirty-three (33) feet on either side of the of the roadway centerline. The Grantee shall hold this temporary easement until the land and utility infrastructure affected by this grant of temporary easement is dedicated to the Grantee.

GRANT OF TEMPORARY EASEMENT

Grantor grants a temporary easement and right-of-way including the right to enter upon the land subject to this temporary easement at such times as it may deem fit to improve, alter, maintain and repair the utility infrastructure, related manholes and appurtenances thereto, together with the right of access to such with all necessary and proper people, equipment and materials with respect thereto, and the right to remove such trees, bushes, undergrowth, and other obstructions which may interfere with

improvement, alteration, maintenance and repair of such utility infrastructure, manholes, and other appurtenances.

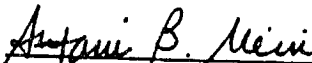
IN WITNESS WHEREOF, the Grantor has signed this Grant of Temporary Easement and has placed his seal on the date first above written.



John A. Holding

STATE OF WISCONSIN)
) ss.
COUNTY OF RACINE)

Personally came before me this 28th day of June, 2006, the above named John A. Holding, to me known to be the person who executed the foregoing instrument and acknowledged the same.



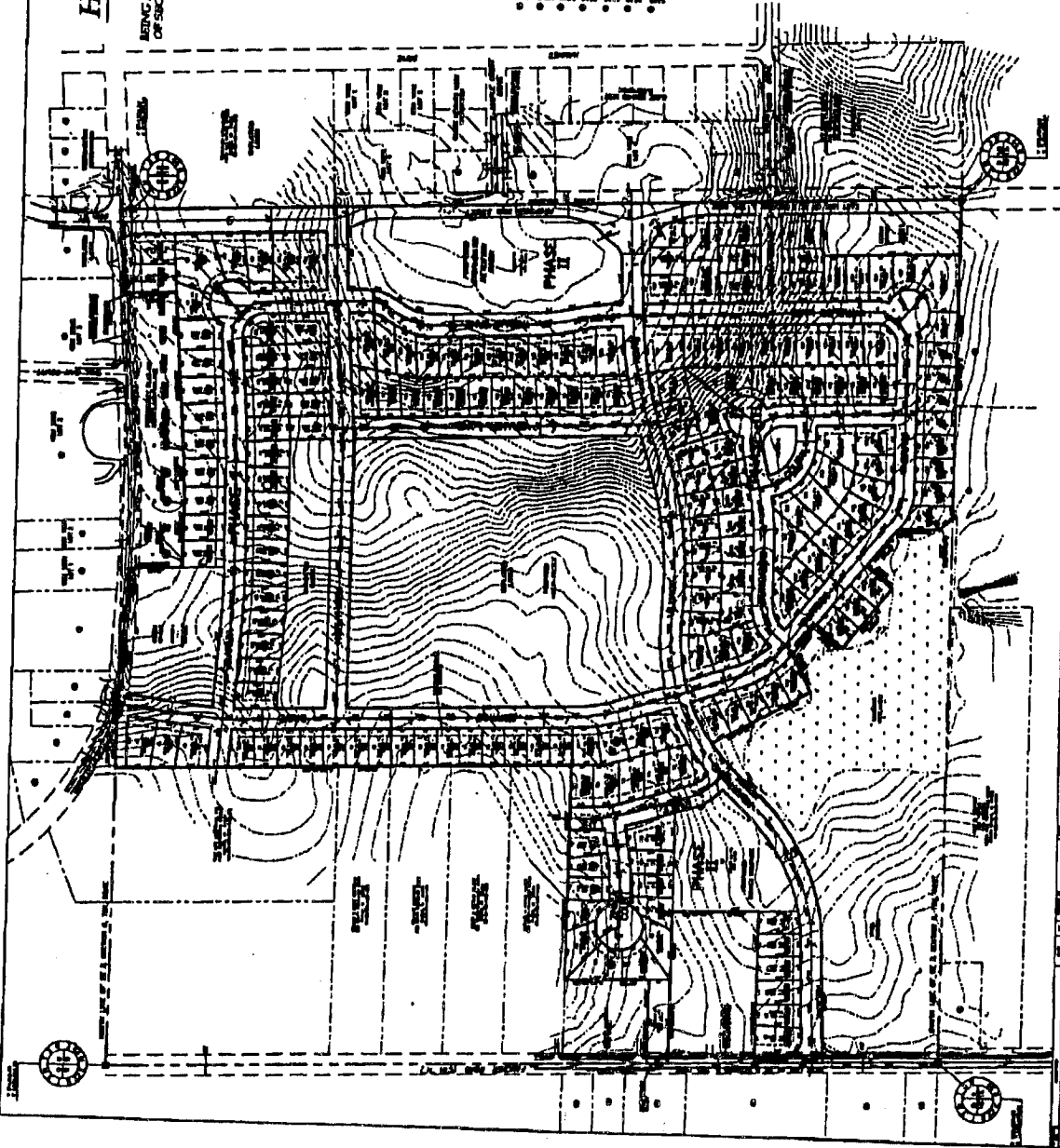
Notary Public, State of Wisconsin
My commission expires: is permanent.

Drafted by:
Attorney Stefanie B. Meiri
WI State Bar No.: 1053372
731 Main Street
Racine, WI 53403
(262) 633-3455

EXHIBIT A

PRELIMINARY PLAT
OF
**HEARTLAND VILLAGE
ADDITION NO. 1**

BEING A PART OF THE NE 1/4, SE 1/4, SW 1/4, AND NW 1/4 OF THOSE 1/4
OF SECTION 9, T8N, R2E, IN THE VILLAGE OF MOUNT PLEASANT,
RACINE COUNTY, WISCONSIN



- ROAD
- DRIVE
- ALLEY
- TRAIL
- PATH
- FENCE
- EASEMENT
- UTILITY
- CONCRETE
- ASPHALT
- GRAVEL
- SAND
- ROCK
- CLAY
- SILT
- MUD
- WATER
- SWAMP
- WETLAND
- WOODLAND
- PRAIRIE
- MEADOW
- FIELD
- POND
- LAKE
- STREAM
- CREEK
- RIVER
- OCEAN
- BEACH
- DUNE
- SANDBAR
- SANDSPIT
- SANDSCAPE
- SANDSHEET
- SANDSILL
- SANDSPIT
- SANDSCAPE
- SANDSHEET
- SANDSILL

PROPERTY RIGHTS
RESERVED BY THE
PLATTEE



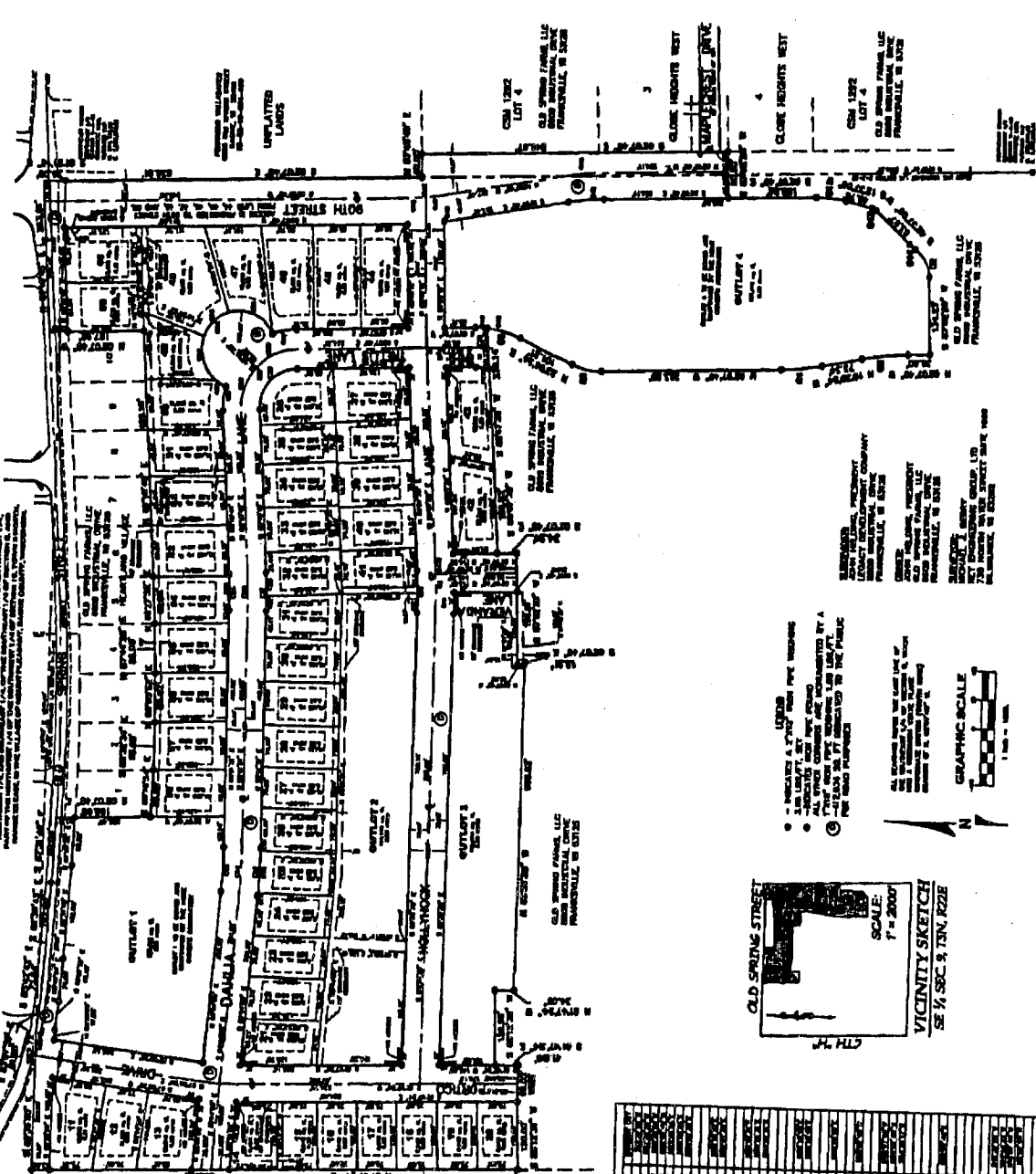
DATE	1998
DRAWN BY	...
CHECKED BY	...
DESIGNED BY	...
SCALE	...

PRELIMINARY PLAT
HEARTLAND VILLAGE ADDITION NO. 1
LEGACY DEVELOPMENT
MT. PLEASANT, WISCONSIN

DATE	1998
DRAWN BY	...
CHECKED BY	...
DESIGNED BY	...
SCALE	...

EXHIBIT B

HEARTLAND VILLAGE ADDITION NO. 1



HEARTLAND VILLAGE ADDITION NO. 1
 PREPARED BY: J. H. HILD
 ENGINEER
 12345 MARKET STREET
 CINCINNATI, OHIO 45202
 1988

- INDICATES A STOP SIGN
- ALL LOTS BY THE CITY
- ALL OTHER LOTS ARE UNDEVELOPED BY THE CITY
- THE CITY WILL MAINTAIN THE TRAIL

GRAPHIC SCALE
 1" = 200'
 1" = 100'



VICINITY SKETCH
 SE 1/4 SEC. 9, T3N, R22E

NO.	DESCRIPTION	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENTAGE
1	LOT 1	10,000	1,111	0.11
2	LOT 2	10,000	1,111	0.11
3	LOT 3	10,000	1,111	0.11
4	LOT 4	10,000	1,111	0.11
5	LOT 5	10,000	1,111	0.11
6	LOT 6	10,000	1,111	0.11
7	LOT 7	10,000	1,111	0.11
8	LOT 8	10,000	1,111	0.11
9	LOT 9	10,000	1,111	0.11
10	LOT 10	10,000	1,111	0.11
11	LOT 11	10,000	1,111	0.11
12	LOT 12	10,000	1,111	0.11
13	LOT 13	10,000	1,111	0.11
14	LOT 14	10,000	1,111	0.11
15	LOT 15	10,000	1,111	0.11
16	LOT 16	10,000	1,111	0.11
17	LOT 17	10,000	1,111	0.11
18	LOT 18	10,000	1,111	0.11
19	LOT 19	10,000	1,111	0.11
20	LOT 20	10,000	1,111	0.11
21	LOT 21	10,000	1,111	0.11
22	LOT 22	10,000	1,111	0.11
23	LOT 23	10,000	1,111	0.11
24	LOT 24	10,000	1,111	0.11
25	LOT 25	10,000	1,111	0.11
26	LOT 26	10,000	1,111	0.11
27	LOT 27	10,000	1,111	0.11
28	LOT 28	10,000	1,111	0.11
29	LOT 29	10,000	1,111	0.11
30	LOT 30	10,000	1,111	0.11
31	LOT 31	10,000	1,111	0.11
32	LOT 32	10,000	1,111	0.11
33	LOT 33	10,000	1,111	0.11
34	LOT 34	10,000	1,111	0.11
35	LOT 35	10,000	1,111	0.11
36	LOT 36	10,000	1,111	0.11
37	LOT 37	10,000	1,111	0.11
38	LOT 38	10,000	1,111	0.11
39	LOT 39	10,000	1,111	0.11
40	LOT 40	10,000	1,111	0.11
41	LOT 41	10,000	1,111	0.11
42	LOT 42	10,000	1,111	0.11
43	LOT 43	10,000	1,111	0.11
44	LOT 44	10,000	1,111	0.11
45	LOT 45	10,000	1,111	0.11
46	LOT 46	10,000	1,111	0.11
47	LOT 47	10,000	1,111	0.11
48	LOT 48	10,000	1,111	0.11
49	LOT 49	10,000	1,111	0.11
50	LOT 50	10,000	1,111	0.11
51	LOT 51	10,000	1,111	0.11
52	LOT 52	10,000	1,111	0.11
53	LOT 53	10,000	1,111	0.11
54	LOT 54	10,000	1,111	0.11
55	LOT 55	10,000	1,111	0.11
56	LOT 56	10,000	1,111	0.11
57	LOT 57	10,000	1,111	0.11
58	LOT 58	10,000	1,111	0.11
59	LOT 59	10,000	1,111	0.11
60	LOT 60	10,000	1,111	0.11
61	LOT 61	10,000	1,111	0.11
62	LOT 62	10,000	1,111	0.11
63	LOT 63	10,000	1,111	0.11
64	LOT 64	10,000	1,111	0.11
65	LOT 65	10,000	1,111	0.11
66	LOT 66	10,000	1,111	0.11
67	LOT 67	10,000	1,111	0.11
68	LOT 68	10,000	1,111	0.11
69	LOT 69	10,000	1,111	0.11
70	LOT 70	10,000	1,111	0.11
71	LOT 71	10,000	1,111	0.11
72	LOT 72	10,000	1,111	0.11
73	LOT 73	10,000	1,111	0.11
74	LOT 74	10,000	1,111	0.11
75	LOT 75	10,000	1,111	0.11
76	LOT 76	10,000	1,111	0.11
77	LOT 77	10,000	1,111	0.11
78	LOT 78	10,000	1,111	0.11
79	LOT 79	10,000	1,111	0.11
80	LOT 80	10,000	1,111	0.11
81	LOT 81	10,000	1,111	0.11
82	LOT 82	10,000	1,111	0.11
83	LOT 83	10,000	1,111	0.11
84	LOT 84	10,000	1,111	0.11
85	LOT 85	10,000	1,111	0.11
86	LOT 86	10,000	1,111	0.11
87	LOT 87	10,000	1,111	0.11
88	LOT 88	10,000	1,111	0.11
89	LOT 89	10,000	1,111	0.11
90	LOT 90	10,000	1,111	0.11
91	LOT 91	10,000	1,111	0.11
92	LOT 92	10,000	1,111	0.11
93	LOT 93	10,000	1,111	0.11
94	LOT 94	10,000	1,111	0.11
95	LOT 95	10,000	1,111	0.11
96	LOT 96	10,000	1,111	0.11
97	LOT 97	10,000	1,111	0.11
98	LOT 98	10,000	1,111	0.11
99	LOT 99	10,000	1,111	0.11
100	LOT 100	10,000	1,111	0.11

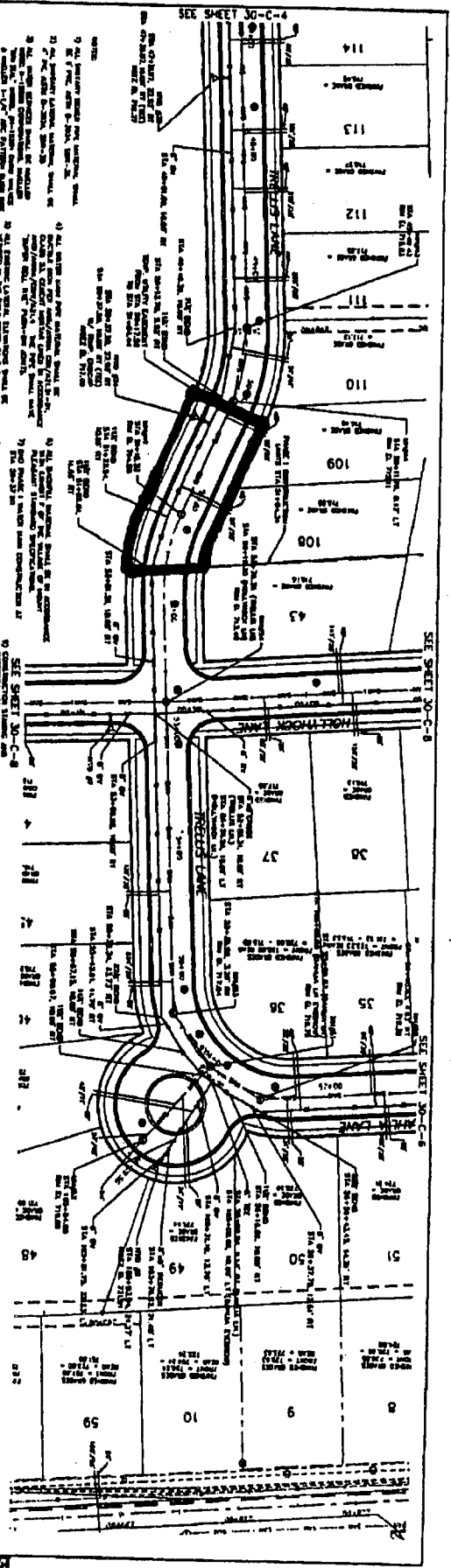
THIS INSTRUMENT WAS PREPARED BY J. H. HILD, A SURVEYOR, P.L.S. 4888

EXHIBIT D

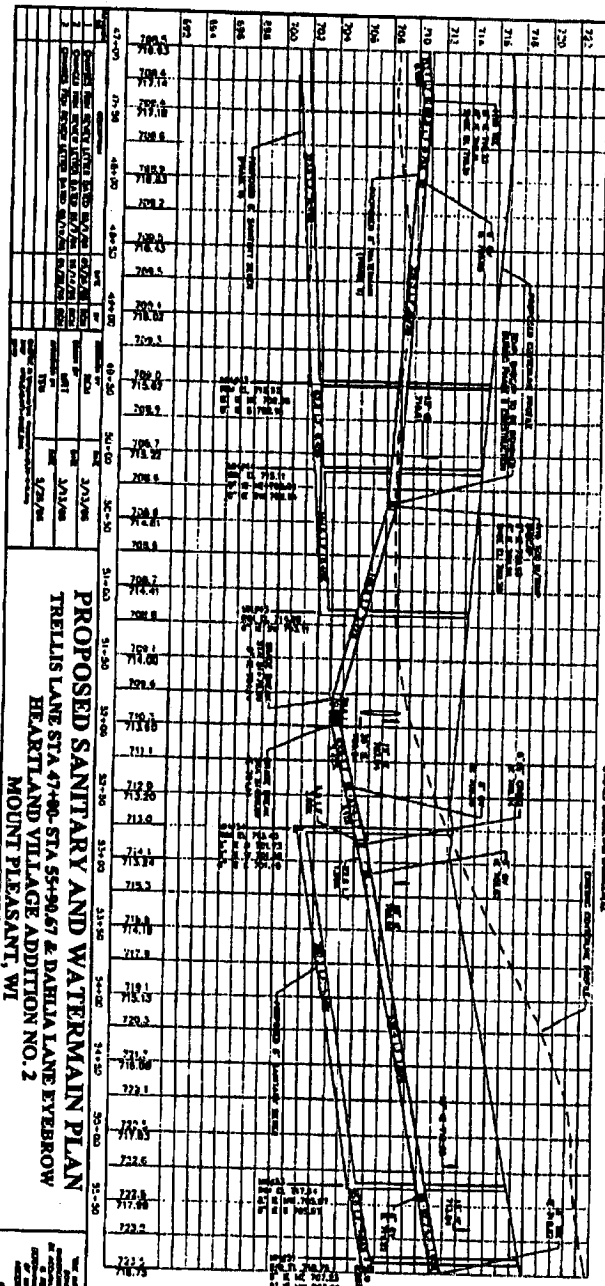
TEMPORARY UTILITY EASEMENT TRELLIS LANE VILLAGE OF MOUNT PLEASANT RACINE COUNTY, WISCONSIN

Being all that part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 9, Township 3 North, Range 22 East, in the Village of Mount Pleasant, County of Racine, State of Wisconsin, bounded and described as follows: Commencing at the northwest corner of the Southeast Quarter (SE ¼) of said Section 9, being marked by a concrete monument with a brass cap; thence South 89° 35' 50" East along the north line of said Southeast Quarter (SE ¼) for a distance of 915.71 feet to a point; thence South 01° 47' 24" East for a distance of 869.83 feet to a point; thence North 88° 12' 36" East for a distance of 120.00 feet to a point; thence East for a distance of 66.03 feet to a point; thence North 01° 47' 24" West for a distance of 41.85 feet to a point; thence North 88° 12' 36" East for a distance of 129.99 feet to a point; thence South 01° 47' 24" East for a distance of 34.09 feet to a point; thence South 89° 36' 38" East for a distance of 569.83 feet to a point; thence North 02° 07' 40" West for a distance of 12.21 feet to a point; thence North 87° 52' 20" East 196.01 feet to a point; thence North 02° 07' 40" West for a distance of 34.24 feet; thence North 86° 07' 39" East for a distance of 150.82 feet to a point; thence North 85° 47' 28" East for a distance of 171.89 feet to the point of beginning of the following described temporary utility easement; thence continuing North 85° 47' 28" East for a distance of 67.25 feet to a point; thence southerly along the arc of a curve to the west having a radius of 183.00 feet for a distance of 61.75 feet and whose chord bears South 14° 16' 23.5" West for a distance of 61.46 feet to a point; thence South 23° 56' 24" West for a distance of 101.21 feet to a point of curvature; thence southerly along the arc of a curve to the east having a radius of 117.00 feet for a distance of 53.23 feet and whose chord bears South 10° 54' 22" West for a distance of 52.77 feet to a point; thence South 87° 52' 20" West for a distance of 66.00 feet to a point; thence northerly along the arc of a curve to the east having a radius of 183.00 feet for a distance of 83.26 feet and whose chord bears North 10° 54' 22" East for a distance of 82.54 feet to a point; thence North 23° 56' 24" East for a distance of 101.21 feet to a point of curvature; thence northerly along the arc of a curve to the west having a radius of 117.00 feet for a distance of 29.16 feet and whose chord bears North 16° 47' 59" East for a distance of 29.09 feet to the point of beginning. Containing 14,185 square feet (0.326 acres) of land, more or less.

Prepared By: Thomas S. Wolf, P.E.
Vice President, Civil Engineering Division
Key Engineering Group, Ltd.
June 27, 2006



SEE SHEET 30-C-8
SEE SHEET 30-C-6
SEE SHEET 30-C-5



PROPOSED SANITARY AND WATERMAIN PLAN
TRELIS LANE STA 47+00 STA 51+00
HEARTLAND VILLAGE ADDITION NO. 2
MOUNT PLEASANT, WI

183+00 183+50 184+00



14-00002
1"=40'
30-C-5

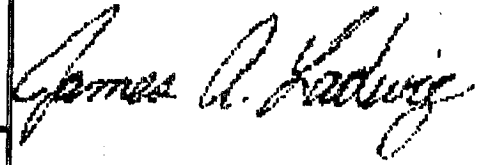


DOC # 2138881

Recorded

JULY 09, 2007 AT 12:47PM

AFFIDAVIT OF INTEREST



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$75.00



Name and Return Address

Mr. John Holding
Legacy DC, Inc.
8609 Industrial Drive
Franksville, WI 53126

75-

151-03-22-10-094-000

Parcel Identification Number

Dated 6-23-07

AFFIDAVIT OF INTEREST

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Stefanie B. Meiri, being first duly sworn on oath, deposes and says as follows:

1. That she is an attorney licensed to practice law in the State of Wisconsin.
2. That she is the attorney for Old Spring Farms, LLC, a Wisconsin Limited Liability Company, engaged in the business of developing and selling real estate.
3. That on July 24, 2006, Old Spring Farms, LLC, was the owner of certain real estate located within the Village of Mt. Pleasant, Racine County, Wisconsin, described on Exhibit A.
4. That on July 24, 2006, Old Spring Farms, LLC entered into a written Developer's Agreement Contract for Road and Utility Improvements (Developer's Agreement) with the Village of Mt. Pleasant, Racine County, Wisconsin, pursuant to which contract Legacy DC, Inc. was required to install and dedicate to the Village of Mt. Pleasant, certain public improvements on the above-described real estate as consideration for approval of the subdivision plat of the above-described real estate. A true and correct copy of the Developer's Agreement is attached hereto as Exhibit B and incorporated herein by reference.
5. That pursuant to said Developer's Agreement, Old Spring Farms, LLC. is entitled to reimbursement of costs associated with the grading and installation of 90th Street, Sanitary Sewer along 90th Street and Storm Sewer along 90th Street. The lands outside of the subdivision benefited by the installation of 90th Street, Sanitary Sewer and

BYLAWS

DOC # 2141585
Recorded
JULY 30, 2007 AT 05:05PM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$ 55.00



Bylaws of Heartland Village Condominium Association, Inc.,
Village of Mt. Pleasant, Racine County, Wisconsin.

Name and Return Address

Mr. John Holding
c/o Old Spring Farms, LLC.
8609 Industrial Drive
Franksville, WI 53126

55-

Parcel Identification Number (PIN)

- 151-03-22-09-006-010
- 151-03-22-09-006-020
- 151-03-22-09-006-030
- 151-03-22-09-006-040
- 151-03-22-09-006-050
- 151-03-22-09-006-060
- 151-03-22-09-006-070
- 151-03-22-09-006-080
- 151-03-22-09-006-090
- 151-03-22-09-006-100
- 151-03-22-09-006-110
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- 151-03-22-09-006-270
- 151-03-22-09-006-280
- 151-03-22-09-006-290
- 151-03-22-09-006-300

**BYLAWS OF
HEARTLAND VILLAGE CONDOMINIUM ASSOCIATION, INC.**

The following Bylaws of Heartland Village Condominium Association, Inc. have been duly adopted pursuant to the provisions of Chapter 181 of the Wisconsin Statutes effective this 15th day of June, 2007.

ARTICLE I: IDENTITY OF CORPORATION

Section 1.0. Association. These Bylaws are the Bylaws of Heartland Village Condominium Association, Inc., a nonstock, nonprofit corporation organized under the laws of the State of Wisconsin. Such corporation is hereinafter referred to as the Association.

Section 1.1. Restrictive Covenants. The Association has been incorporated to govern and administer the Heartland Village Condominium in the Village of Mount Pleasant, Racine County, Wisconsin (the "Condominium"). A Declaration of Condominium Ownership and of Covenants, Conditions and Restrictions (the "Declaration") regarding Heartland Village Condominium has been recorded in the office of the Register of Deeds of Racine County, Wisconsin. The Condominium is expandable, and any real estate included in the Condominium by any expansion shall be considered Real Estate as defined in the Declaration, and shall be subject to these Bylaws.

Section 1.2. Mailing Address and Office. The principal office and mailing address of the Association shall be the residence of the then current President of the Association.

Section 1.3. Binding Effect. These Bylaws (the "Bylaws") shall be binding upon the Members of the Condominium, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

ARTICLE II: POWERS OF THE ASSOCIATION

Section 2.0. Powers of the Association. The Association shall have the full power and authority granted to it under the laws of the State of Wisconsin, provided that such power and authority is also in conformance and allowed by the Articles of Incorporation of the Association.

ARTICLE III: MEMBERS

Section 3.0. Members of the Association. The "Members" of the Association shall be all of the Unit Owners of Units within the Heartland Village Condominium as defined in the Declaration (the "Units") (or, in the event of the sale of a Unit by a recorded Land Contract, the Purchaser(s) under such Land Contract). Persons who hold an interest in a Unit merely as security for the performance of an obligation (including mortgagees) are not Members of the Association.

Section 3.1. Multiple Owners and Multiple Units. In the event record-title ownership of any Unit is held by more than one person or entity, all such joint or multiple owners shall, for all purpose under these Bylaws, together be deemed a single Member and entitled (if otherwise eligible) to cast only one (1) vote as a Member of the Association. It is the intent of these Bylaws that there be only one Member and only one Membership vote for each Unit described herein. In the event one person holds title to two or more Units, he or she shall be considered a separate owner for each Unit and entitled to cast one (1) vote for each Unit owned.

Section 3.2. Successor Owner(s). In the event the record-title ownership and/or record-title Land Contract purchaser's interest in any Unit is conveyed or transferred to a third-party, then such Member shall be automatically terminated from membership in the Association, and the third party transferee shall automatically become a Member in the Association. Upon such termination of membership, the transferor Member shall continue to be liable and responsible for any and all obligations and/or payments due the Association as of the time of transfer, and the third party transferee shall also automatically become liable and responsible for any such obligations and/or payments not fulfilled or made by the transferor Member. If a Member's ownership interest passes to its personal representative or to a trustee upon a Member's death, such personal representative or trustee shall be a member of the Association.

Section 3.3. Withdrawal or Expulsion. No Member may voluntarily withdraw or be expelled from membership in the Association.

Section 3.4. Membership Certificates. Membership certificates shall not be issued.

Section 3.5. Membership List. The Association shall maintain a current membership list listing of all Members, the current mailing address for each member to which notice of meetings of the Association shall be sent, and, in the case of multiple owners of a Unit, the Member, if any, designated to cast any or all of the votes pertaining to such Unit. Each Member shall promptly provide written notice to the Association of any transfer of its Unit and of any change in such Member's name or current mailing address.

ARTICLE IV: VOTING RIGHTS OF MEMBERS

Section 4.0. Voting By Members. Each Member shall have one (1) vote for each Unit owned by the Member.

Section 4.1. Dispute Between Multiple Owners. As stated in Section 3.1. above, multiple owners of any Unit shall only be entitled to jointly cast a single membership vote in any vote taken of the Members of the Association. The single vote of such multiple owners may be cast as they unanimously agree among themselves. In the event there is no such unanimous agreement among such multiple owners, and in the further event clear and adequate notice of such disagreement is given to the Association prior to the time or deadline for the casting of votes by all Members, then the vote of such Member (i.e., the single vote of the multiple owners who fail to unanimously agree) shall be disqualified and such vote shall not be taken in to consideration when calculating any quorum or required number of votes. In such notice of disagreement among the multiple owners is not timely or properly given as provided above, then the vote cast on behalf of the said single Membership shall be valid and counted.

Section 4.2. Proxies. In any vote taken of the Members of the Association, each Member may vote in person or by proxy. All proxies shall be in writing, signed by the Member giving such proxy, and filed with the Secretary of the Association either prior to or at the time of the vote in question. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a mortgagee or tenant of a Unit.

ARTICLE V: MEETINGS OF MEMBERS

Section 5.0. Annual Meetings. An annual meeting of the Members shall be held on the second Monday of the first December after the Declarant has ceased to control the Association. Thereafter, regular annual meetings of the Members shall be held on the second Monday of December of each succeeding year. The date of the annual meeting can be changed to such other reasonable date or time within thirty (30) days of such date as directed by the Board of Directors upon at least fifteen (15) days written notice to all Members, unless all business which would otherwise come before such annual meeting is handled by written ballot pursuant to Section 5.7.

Section 5.1. Special Meetings. Special meetings of the Members may be called at any time by the President, the Board of Directors, and/or upon written request of the Members holding at least one-third (1/3) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

Section 5.2. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary-Treasurer of the Association or by any person authorized to call the meeting, by mailing copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Member that signs a waiver of notice of such meeting.

Section 5.3. Quorum. Members holding one-half (1/2) of the votes entitled and eligible to be cast, whether in person or by proxy, shall constitute a quorum

at the meeting of the Members. If such quorum shall not be present or represented at any meeting the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5.4. Majority Vote. Unless otherwise specified in the Declaration, these Bylaws, the Articles of Incorporation, or Wisconsin Condominium Ownership Act, a majority of the votes entitled to be cast by the Members present in person or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members.

Section 5.5. Waiver of Notice. A Member may waive notice of any meeting of the Members, before or after such meeting. The waiver must be in writing, contain the same information that would have been required in the notice (except that the time and place of the meeting need not be stated), be signed by the Member and be delivered to the Association for inclusion in the corporate records. A Member's attendance at a meeting, in person or by proxy, waives objection to lack of notice or defective notice, unless the Member at the beginning of the meeting or promptly upon arrival, objects to holding the meeting or transacting business at the meeting.

Section 5.6. Location of Meetings. All meetings of the Members shall be held at a place in Racine County, Wisconsin, at such specific locations as may from time to time be designated in the written notice of each such meeting.

Section 5.7. Vote by Written Ballot. At the discretion of the Board of Directors, any vote that may be taken at an annual or special meeting of the Members may be conducted by written ballot mailed to the Members. This shall include, but not be

limited to, the election of officers and directors of the Association. Votes may be taken by written ballot in lieu of the annual meeting, unless one-third (1/3) of the Members object in writing to the ballot and request that the annual meeting actually be held. With regard to any such vote by written ballot:

- a.) Written ballots setting forth each proposed action and providing an opportunity to vote for or against each proposed action shall be mailed to all Members in the manner described in Section 5.2 of these Bylaws;
- b.) An addressed return envelope, shall be included with the written ballot to facilitate the return mailing of the ballot;
- c.) Approval of any action by written ballot under this Section 5.7 shall be valid only if the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast would be the same as the number of votes cast by ballot.
- d.) The written ballot shall clearly indicate:
 1. The number of responses needed to meet the quorum requirements.
 2. The percentage of approvals necessary to approve each matter other than election of Officers/Directors.
 3. The time by which a ballot must be received by the corporation in order to be counted.

4. Whether the written ballot is in lieu of the annual meeting and, if so, that an annual meeting will actually be held if requested by one-third (1/3) of the Members.
- e.) The deadline for receipt by the Association of the completed written ballot shall be at least fifteen (15) days but not more than thirty (30) days after the date of the mailing of the ballot to all Members; and
- f.) The written ballots actually received by the Association as of the voting deadline shall be counted to determine the vote on the matter in question.

ARTICLE VI: POWERS AND DUTIES OF MEMBERS

Section 6.0. Annual Election of Officers/Directors. Officers of the Association shall be elected annually by the Members, at their annual meeting, or by written ballot in lieu of the annual meeting. The candidate for each office receiving the highest number of votes shall be elected.

Section 6.1. Special Election of Officers/Directors. The Members shall conduct a special election to election to elect new Officers/Directors at any time a special meeting is called for such purpose by at least one-third (1/3) of the Members. In the event such a special election is so requested, a special meeting as described in Section 5.1 of these Bylaws shall be held, unless the election is to be conducted by written ballot pursuant to Section 5.7 above. The candidate for each office receiving the highest number of votes shall be elected, and all Officers/Directors elected at such special election shall then immediately take office, in the place of the Officer/Directors then occupying such office for the remainder of his or her term.

Section 6.2. Review of Budget. The Members may review and modify the proposed budget of the Association prior to the Board of Directors issuance of any assessment.

Section 6.3. Votes on Other Matters. The Members shall vote on amendments to these Bylaws and the Declaration and on such other matters as may from time to time be requested by the Board of Directors.

Section 6.4. Obligations of Members. All Members shall fully and timely comply with all duties and obligations as may from time to time be imposed upon them by:

- a.) The Articles of Incorporation of the Association;
- b.) The Bylaws of the Association;
- c.) The Declaration; and
- d.) All resolutions, rules and regulations properly adopted by the Board of Directors or Members of the Association.

ARTICLE VII: OFFICERS AND DIRECTORS

Section 7.0. Officers of the Association. The Association shall have the following officers:

- a.) President
- b.) Vice-President
- c.) Secretary-Treasurer.

Section 7.1. Directors of the Association. Each Officer described in Section 7.0 of these Bylaws shall be a Director of the Association, and all such Officers/Directors shall together constitute the Board of Directors of the Association.

Section 7.2. Term of Office. Each Officer/Director shall have a term of office of one (1) year, unless a special election is sooner held pursuant to Section 6.1 of these Bylaws. Notwithstanding the previous sentence, however, the Initial Officers/Directors of the Association, as designated by these Bylaws and/or the Articles of Incorporation of the Association, shall hold such officers for the term specified in Article VIII of these Bylaws.

Section 7.3. Vacancies. In the event of a vacancy of any office/directorship, such vacancy shall be filled by the Board of Directors. Any such Officer/Director so appointed to fill a vacancy shall hold such office for the balance of the term of such office.

Section 7.4. No Compensation. No Officer/Director shall receive compensation for any service the Officer/Director may render to the Association, unless specifically approved by a three-quarter (3/4) majority vote of the Members. An Officer/Director may be reimbursed by the Association, however, for any actual expenses incurred by the Officer/Director, provided that such reimbursement is approved by the Board of Directors.

Section 7.5. Only Members Eligible. Except for the Initial Officers/Directors, only Members of the Association are eligible to be an Officer/Director of the Association.

Section 7.6. Dual Offices Prohibited. No Member may, at any one time, hold more than one of the offices specified in Section 7.0 of these Bylaws, except that the same Member shall hold the offices of Secretary-Treasurer.

Section 8.3. Vacancies and Replacement. Until the end of the term specified in Section 8.2 above, the Initial Officers/Directors shall have sole discretion in the filing of any vacancy that may occur in any offices specified in these Bylaws, except that after two (2) Units have been sold to owners other than the Declarant, the owners of the Units other than the Declarant shall have the sole right to fill any vacancy in the office of the Vice President of the Corporation and the corresponding directorship. In the event of an appointment to fill such a vacancy, the appointed person shall, for the purposes of these Bylaws, be deemed an Officer/Director of the Association as if originally designated as such.

Section 8.4. Removal. Prior to the expiration of the period of Declaration control as described in Section 8.3 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Members.

ARTICLE IX: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 9.0. Management of the Affairs of the Association. The affairs of the Association shall be managed by the Board of Directors.

Section 9.1. Regular Meetings. The Board of Directors shall meet at such time, with such frequency and at such location as the Board of Directors may from time to time provide by resolution adopted by the Board. No prior notice shall be required for such regular meetings other than such resolution of the Board of Directors.

Section 9.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by at least two (2)

directors. Such a special meeting of the Board of Directors shall be held at such time, place, and location as may be specified in either a written notice of an oral notice of such meeting which shall be given to all Directors.

Section 9.3. President to Preside. The President shall preside over all meetings of the Board of Directors and/or meetings of the Members. In the event the President is not present at a meeting, then the Vice President shall preside.

Section 9.4. Quorum and Votes Required. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 9.5. Powers of Board. The Board of Directors shall have full power and authority to:

- a.) Manage all of the affairs of the Association;
- b.) Exercise on behalf of the Association all of the power and authority of the Association;
- c.) Adopt and implement such resolutions, rules and/or regulations, as the Board may from time to time deem appropriate, regarding the rights, duties and responsibilities given to the Association under the Declaration and/or its Articles of Incorporation and/or these Bylaws (which shall include, but not be limited to, the regulation, management, control, maintenance and care for that real estate designated as "Common Elements" in the Declaration);

- d.) Adopt and implement the budget for the Association, subject to approval of the Members pursuant to Section 6.2;
- e.) Subject to the provisions of the Declaration, impose, assess, and/or levy such fees, charges and/or assessments upon the Members and/or their Units as the Board may from time to time deem reasonably necessary for (i) the implementation of the Association's budget, and/or (ii) the enforcement of all obligations and duties imposed in these Bylaws upon the Members. This shall include, but not in any manner be limited to, the full power and authority granted to the Association in the Declaration; and
- f.) Take any and all other action within the powers granted to the Association as may be allowed under the laws of the State of Wisconsin and these Bylaws.

Section 9.6. Action by Unanimous Written Consent. The Board of Directors may take any action without a meeting as provided by Section 181.0821 of the Wisconsin Statutes, by obtaining in writing the consent of all of the Members of the Board of Directors to the action in question. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE X: POWERS AND DUTIES OF OFFICERS

Section 10.0. General Duties. The duties of the Officers of the Association shall be (i) such regular duties as usually pertain to each respective office, (ii) such other duties as may be prescribed for an Officer in these Bylaws, and (iii) such other duties as the Board of Directors may from time to time delegate to each Officer.

Section 10.1. The President. The President shall be the Association's chief executive officer and, subject to the Board's control, shall have general supervision of the affairs of the Association including, but not limited to, the authority to sign, execute and deliver in the Association's name all instruments deemed necessary or advisable by the president in the ordinary conduct of the Association's normal business.

Section 10.2. The Vice President. In the President's absence, the Vice President shall perform the duties of the President, and when so acting, shall have all of the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties and have such authority as from time to time may be delegated or assigned to him or her by the President or by the Board.

Section 10.3. The Secretary/Treasurer. The Secretary/Treasurer shall keep a record of the proceedings of the Board, and shall safely and systematically keep all books, papers, records and documents belonging to the Association, or in any way pertaining to the business thereof. The Secretary/Treasurer shall also keep and account for all moneys, credits and property, of any and every nature, of the Association, which shall come into his hands, and keep an accurate account of all moneys received and disbursed, and proper vouchers for moneys disbursed, and render such accounts, statements and inventories of moneys received and disbursed, and of money and property on hand, and generally of all matters pertaining to this office, as shall be required by the Board. Votes at all meetings shall be counted by the Secretary Treasurer.

Section 10.4. Records Open to Inspection. Upon reasonable advance notice and during reasonable hours, the Officers of the Association shall allow any Member of

the Association to inspect any books, records, minutes, papers and membership lists of the Association. The Declaration, the Articles of Incorporation, and Bylaws shall all be available for inspection by any Member, mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI: MISCELLANEOUS PROVISIONS

Section 11.0. Amendments to Bylaws. As required by Section 181.0206 of the Wisconsin Statutes, these initial Bylaws of the Association are adopted by the Board of Directors. Thereafter, these Bylaws may be amended in whole or in part by either:

- a.) A three-quarters (3/4) majority vote of the Members; and/or
- b.) A unanimous vote of the Board of Directors. No bylaw adopted by the Members, however, may be amended or repealed by the Board of Directors.

Section 11.1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December each year.

ARTICLE XII: BUDGET, ASSESSMENTS, LIENS, AND ANNUAL REPORT

Section 12.0. Reservation of Rights. The Association shall have the right to assess the Units and charge the Members as set forth in the Declaration. The terms and provisions contained in this Article XII are in addition to any and all other rights, entitlements, power and authority of the Association as set forth in the Declaration, and shall not in any manner be deemed to limit or restrict any such other rights, entitlements, power or authority.

Section 12.1. Assessments. The Association, by action of the Board, and subject to the Board's duty to submit a budget to the Members for approval, shall have

the right to assess the Units and charge the Members their Percentage Interest for all Common Expenses, including, but not limited to costs relating to:

- a.) The administration, insurance, maintenance, upkeep and repair of the Common Elements and for costs relating to the establishment of reserves for repair and replacement of the same. Each Member shall pay as an assessment a share of the Common Expenses, including, but not limited to, expenses for maintenance, repair, replacement, administration and operation of the Common Elements in the same proportion as the Member's Percentage Interest.
- b.) For costs related to the perpetual restoration, management and monitoring of the Common Elements.
- c.) For any other costs incurred by the Association during the course of its functioning and operation including, but not limited to, costs and expenses incurred by the Association in the enforcement of this Declaration against Members, including attorneys' fees incurred by the Association in connection with such enforcement.

Section 12.2. Collection of Assessments. The Association shall have the exclusive right to collect or enforce the collection of charges and/or assessments made by the Association. All charges and/or assessments which are not paid within thirty (30) days of when due, shall incur a late charge of one and a half (1 ½ %) percent per month until paid in full. Additionally, the Association may: (i) impose and/or levy such other reasonable fees, charges, and assessments as the Association may from time to time elect, against the Members for the purpose of obtaining compliance with the duties and

obligations imposed upon the Members by the Act, the Declaration, these Bylaws, or the Rules and Regulations; and (ii) to the extent and in the manner allowed by law, and in addition to any other remedies that may be available under the law, impose liens on the Units of the Members for the purpose of obtaining payment of any amounts owed the Association. The Association shall have the right to bring any and all actions and proceedings for the collection of any amounts due the Association and/or for any other remedy deemed appropriate by the Association. Where there are multiple Members of any Unit, each of the multiple Members shall be personally (jointly and severally) liable to the Association for any such delinquent amount due, and, without any limitation on availing itself of any other actions or remedies allowed herein or by law, the Association may seek and obtain a personal money judgment against each such Member for such delinquent amount. Further, in addition to any other remedy, and in addition to any other damages and/or delinquent amounts the Association may be entitled to recover, the Association shall also be entitled to recover, whether by legal action and/or by further assessment against the delinquent Member and/or by a lien on the delinquent Member's Lot, all costs of collection and reasonable attorneys' fees incurred by the Association regarding such delinquency.

Section 12.3. Suspension of Privileges. In the event a Member fails to fully pay the Association all monies due the Association on or before the date upon which such moneys are due, or in the event a Member otherwise fails to fulfill any other obligation or duty imposed by these Bylaws, then all rights and privileges of the delinquent Member with respect to the Association and his/her Membership in the Association shall be automatically suspended unless and until such delinquency is fully paid and/or cured.

Any such suspension of rights, however, shall not in any manner release the delinquent Member from any financial obligations imposed under the terms of these Bylaws and/or the Declaration, whether such financial obligations presently exist or are imposed in the future.

Section 12.4. Assessments on Declarant Units. Notwithstanding the foregoing, the Association may not assess, collect or enforce the collection of charges and/or assessments against any Unit held by the Declarant until such time as a single-family dwelling is constructed on said Unit.

Section 12.5. Annual Report. Each January, the Board of Directors shall approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Member during the year.

Section 12.6. Statutory Reserve Account. All funds collected to fund a statutory reserve account shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing Common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invest only in those investments allowed by law.

ARTICLE XIII: INDEMNIFICATION

Section 13.0. Persons Indemnified. The Association shall, to the fullest extent allowed by the laws of the State of Wisconsin, indemnify and/or reimburse all costs and expenses incurred by the following persons while performing their duties

and/or responsibilities on behalf of the Association and/or while, in any other manner, acting on behalf of the Association:


- a.) The Officers/Directors of the Association (including the Initial Officers/Directors specified in Article VIII of these Bylaws);
- b.) The Members of any other committee that may from time to time be created by the Officers/Directors;
- c.) Any other person or party acting on behalf of the Association with the authorization of the Officers/Directors of the Association.

Section 13.1. Broad Scope of Indemnification. The Association shall indemnify the persons specified in the above Section 13.0, to the fullest extent allowed by the laws of the State of Wisconsin, for any and all costs and expenses, of any nature whatsoever, incurred as a result, whether directly or indirectly, of such persons performing their duties and/or responsibilities pursuant to the Declaration and/or on behalf of the Association and/or while, in any other manner, acting on behalf of the Association. This shall expressly include, but not be limited to, any damages, judgments or any other type of liability, and/or reasonable attorneys' fees incurred. It is the express intent of Article XIII that the indemnification provided herein shall be as full and complete as permissible under the law, and limited only by any specific limitations that may be expressly contained in the applicable laws of the State of Wisconsin. Additionally, it is the express intent of this Article XIII to expand, to the fullest degree permissible under the laws of the State of Wisconsin, the nature, type and extent of indemnification provided for and allowed under Chapter 181 of the Wisconsin Statutes and/or any other laws of the State of Wisconsin.

IN WITNESS WHEREOF, we, being all of the Initial Directors of Heartland
Village Condominium Association, Inc., as named in the Articles of Incorporation, have
hereunto set our hands this 15th day of June, 2007.



John A. Holding, Director



Joseph Borzynski, Director



Kathy DeMatthew, Director

EXHIBIT A

Units 101, 102, 201, 202, 301, 302, 401, 402, 501, 502, 601, 602, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, in HEARTLAND VILLAGE CONDOMINIUMS ADDENDUM NO. 1, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Heartland Village Condominium Addendum No. 1", dated May 3, 2007 and recorded the 3rd day of May, 2007, in the Office of the Register of Deeds from Racine County, Wisconsin, as Document No. 2130465; and any further amendments thereto, and by a Condominium Plat thereof, together with the undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration of Condominium. Said land lying and being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

With Parcel Identification Numbers

151-03-22-09-006-010
151-03-22-09-006-020
151-03-22-09-006-030
151-03-22-09-006-040
151-03-22-09-006-050
151-03-22-09-006-060
151-03-22-09-006-070
151-03-22-09-006-080
151-03-22-09-006-090
151-03-22-09-006-100
151-03-22-09-006-110
151-03-22-09-006-120
151-03-22-09-006-130
151-03-22-09-006-140
151-03-22-09-006-150
151-03-22-09-006-160
151-03-22-09-006-170
151-03-22-09-006-180
151-03-22-09-006-190
151-03-22-09-006-200
151-03-22-09-006-210
151-03-22-09-006-220
151-03-22-09-006-230
151-03-22-09-006-240
151-03-22-09-006-250
151-03-22-09-006-260
151-03-22-09-006-270
151-03-22-09-006-280
151-03-22-09-006-290
151-03-22-09-006-300

Resolution 3-98 dissolving the
Mt. Pleasant Storm Drainage District

Document Title Above

DOC # 2210698
Recorded
Apr. 27, 2009 AT 11:27AM

James A. Ladwig

JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS

Fee Amount: \$103.00



1035

Return to Name and Address Below

Juliet Edmonds
Village of Mt. Pleasant
6126 Durand Av.
Racine, WI 53406


see attached parcel
listing
Parcel ID Number(s)

RESOLUTION NO. 3-98

CERTIFICATION

I hereby certify that the foregoing Resolution Establishing the Mount Pleasant Storm Water Utility District and Dissolving the Mount Pleasant Storm Drainage District is a true, correct and complete copy of the Resolution duly and regularly passed by the Town Board of the ~~Town of~~ *Village of* Mount Pleasant, Racine County, Wisconsin on the 26th day of January, 1998.

Dated this 24th day of April, 2009.



Juliet Edmands, Village Clerk
Village of Mount Pleasant
Racine County, Wisconsin

RESOLUTION 3- 98

RESOLUTION ESTABLISHING THE MT. PLEASANT STORM WATER UTILITY DISTRICT AND DISSOLVING MT. PLEASANT STORM DRAINAGE DISTRICT NO. 1

The Board of Supervisors of the Town of Mt. Pleasant, Racine County, Wisconsin (the "Town Board") do hereby resolve as follows:

WHEREAS, the Town Board has determined that it is in the best interest of the Town of Mt. Pleasant (the "Town") to establish a utility district and dissolve the Mt. Pleasant Storm Water Drainage District No. 1, pursuant to the authority granted by Section 66.072 of the Wisconsin Statutes, and

WHEREAS, the Town Board adopted a preliminary resolution on December 2, 1997 which proposed the creation of a utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 (the "Preliminary Resolution"), and

WHEREAS, a notice of public hearing regarding matters contained in the Preliminary Resolution was posted in three public places in the Town and the proposed utility district on December 18, 1997, mailed to all of the property owners in the Town on December 20, 1997 and published as a Class 1 notice in the Racine Journal Times on January 2, 1998, and

WHEREAS, a public hearing was conducted on January 15, 1998 at the Mt. Pleasant Town Hall regarding matters contained in the preliminary resolution and all interested parties were given the opportunity to offer objections, criticisms, or suggestions regarding the Preliminary Resolution, and

NOW THEREFORE BE IT RESOLVED that pursuant to Sections 60.23 and 66.072 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District (the "Utility District") is hereby established in the area described at Exhibit A, and evidenced by the map at Exhibit B, both attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that pursuant to Section 66.072(5) of the Wisconsin Statutes, the Mt. Pleasant Storm Water Drainage District No. 1 is hereby dissolved, and

BE IT FURTHER RESOLVED that all assets, liabilities and functions of the Mt. Pleasant Storm Water Drainage District No. 1 are hereby transferred to and assumed by the Utility District, and

BE IT FURTHER RESOLVED that all management and administration of the Utility District shall be administered by the Town Board, or by any officers, boards or commissions of the Town of Mt. Pleasant as the Town Board so delegates, and

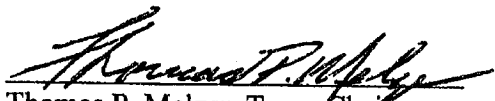
BE IT FURTHER RESOLVED that pursuant to Section 66.068 of the Wisconsin Statutes, the Mt. Pleasant Storm Water Utility District Commission is hereby created and shall be responsible for management and administration of the Utility District, subject to any approval, reporting or other requirements or restrictions imposed by the Town Board, and

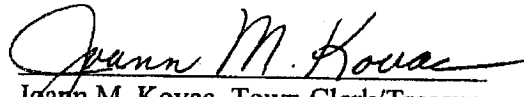
BE IT FURTHER RESOLVED that the Mt. Pleasant Storm Water Utility District Commission shall consist of three (3) Commissioners duly appointed by the Town Board. The initial Commissioners shall serve until their successors are appointed by the Town Board.

Dated this 26th day of January, 1998

Approved:

Attest:


Thomas P. Melzer, Town Chair


Joann M. Kovac, Town Clerk/Treasurer

**NOTICE
TO PROPERTY OWNERS OF THE TOWN OF MT. PLEASANT
WHOSE PROPERTY LIES WITHIN THE PROPOSED
TOWN UTILITY DISTRICT, AND ALL INTERESTED PERSONS**

PLEASE TAKE NOTICE:

A preliminary Resolution has been adopted on December 2, 1997 by the Board of Supervisors of the Town of Mt. Pleasant, proposing the creation of a utility district, pursuant to State Statute 66.072 of the Wisconsin Statutes, for the purpose of supplying storm water sewer service and other allowable utilities to the residents and commercial and business establishments of said proposed utility district. Such preliminary resolution also proposes the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 and assumption of all assets, liabilities, and functions of the Mt. Pleasant Storm Water Drainage District No. 1 by the proposed Utility District.

THE TOWN BOARD OF THE TOWN OF MT. PLEASANT WILL CONDUCT A PUBLIC HEARING ON SUCH PRELIMINARY RESOLUTION AT THE MT. PLEASANT TOWN HALL, 6126 DURAND AVENUE, RACINE, WISCONSIN 53406, ON THE 15TH DAY OF JANUARY, 1998 AT 7:30 PM.

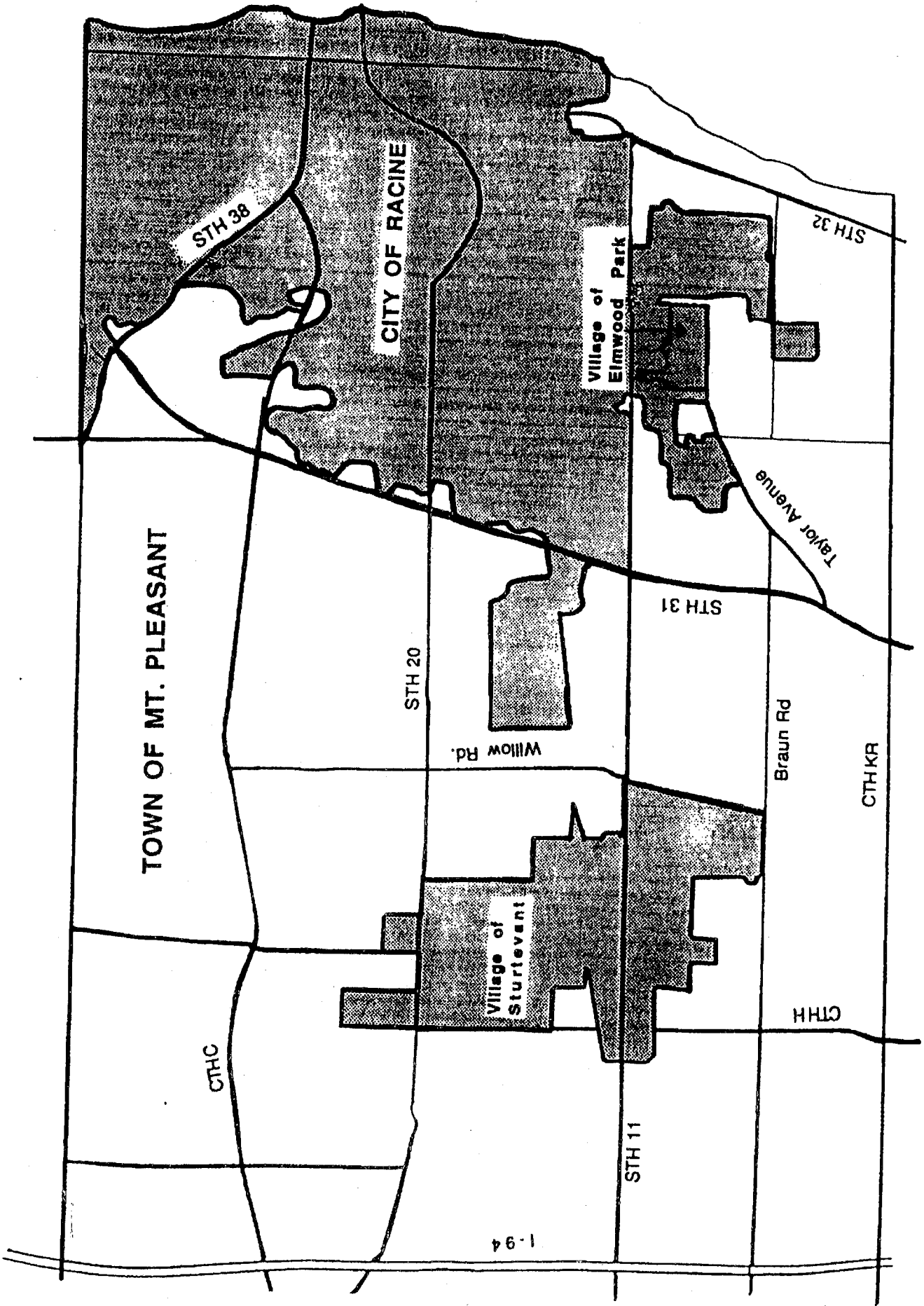
At such hearing all interested persons may be present and offer objections, criticisms or suggestions to the necessity of the proposed utility district and dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 as outlined, and to question whether their property will be benefited by the establishment of such a district. In addition, any person wishing to object to the organization of such utility district and the dissolution of the Mt. Pleasant Storm Water Drainage District No. 1 may, before the date set for the meeting, file his/her/its objections to the formation of such district with the Town Clerk, Joann M. Kovac, 6126 Durand Avenue, Racine, Wisconsin 53406.

The boundaries of the area to be included within the proposed utility district are as described below and made a part hereof; and a map showing the location thereof is set forth on the back of this notice and made a part hereof.

BY ORDER OF THE TOWN BOARD
Joann M. Kovac, Town Clerk

DESCRIPTION

Begin on the westerly shoreline of Lake Michigan at a point where the South line of section 32, Town 3 North, Range 23 East intersects said westerly shoreline; thence continue westerly along the South lines of Section 32 and 31, Town 3 North, Range 23 East and South lines of Sections 36, 35, 34, 33, 32, and 31, Town 3 North, Range 22 East to the West line of said Section 31 Town 3 North, Range 22 East; thence northerly along the West line of Section 31, 30, 19, 18, 7 and 6, Town 3 North, Range 22 East to the North line of said Section 6, Town 3 North, Range 22 East; thence easterly along the North lines of Sections 6, 5, 4, 3, 2 and 1, Town 3 North, Range 22 East and North line of Sections 6, 5, and 4, Town 3 North, Range 23 East to the westerly shoreline of Lake Michigan, thence south along said westerly shoreline to the point of beginning. Excluding all land within the corporate limits of the City of Racine and Villages of Elmwood Park and Sturtevant.



TOWN OF MT. PLEASANT

CITY OF RACINE

Village of Elmwood Park

Village of Sturtevant

STH 38

STH 20

STH 31

STH 32

STH 11

CTHC

CTHH

CTHKR

Willow Rd.

Braun Rd

Taylor Avenue

1-94