



DECLARATION OF
RESTRICTIONS AND
CONVEYANTS FOR STONEWATER
RIDGE SUBDIVISION

DOC. # 09060504

REGISTER'S OFFICE | SS
Milwaukee County, WI

Document Number

Document Title

RECORDED 08/01/2005 02:03PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 45.00

Recording Area

Name and Return Address

Attorney Constance L.
Anderson
Anderson & Kent, S.C.
1 N. Pinckney Street, #200
Madison, WI 53703

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

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

**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
STONEWATER RIDGE SUBDIVISION**

***NOTICE TO PROSPECTIVE LANDOWNERS
OF STONEWATER RIDGE SUBDIVISION***

PLEASE TAKE NOTICE THAT STONEWATER RIDGE SUBDIVISION IS SUBJECT TO MANY SPECIAL RESTRICTIONS AND COVENANTS. THESE RESTRICTIONS AND COVENANTS ARE INTENDED TO PRESERVE THE VALUE OF THE LAND FOR BOTH INDIVIDUAL LANDOWNERS AND THE SURROUNDING CITY AND COUNTY.

PLEASE READ THESE RESTRICTIONS AND COVENANTS CAREFULLY AS THEY INCLUDE LIMITATIONS ON THE USE OF YOUR LAND.

This Declaration is made and executed this 21st day of July, 2005 by Stonewater Investment, LLC ("Developer").

WHEREAS, Developer owns the land which has been platted as Stonewater Ridge, a subdivision located in the City of Greenfield ("City") consisting of 14 platted lots ("Lots") and two (2) Outlots; and

WHEREAS, Developer desires to subject the Lots to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, for the benefit of the Subdivision and for the benefit of Lot Owners in the Subdivision;

NOW, THEREFORE, Developer hereby declares that the real property hereafter described shall be used, held, transferred, sold and conveyed subject to the terms, provisions and conditions herein set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof as covenants running with the land and shall apply to and bind all successors in interest, users and owners thereof.

0.01 DEFINITIONS.

(a) "Association" or "Homeowner's Association" shall mean Stonewater Ridge Homeowner's Association, Inc., set out in section 4 of these covenants.

(b) "Committee" shall mean the Architectural Control Committee referred to in Article III.

(c) "Developer" shall mean Stonewater Investment, LLC. Developer is also

2.03 ARCHITECTURAL AND LANDSCAPING APPROVAL REQUIRED FOR IMPROVEMENTS

(a) No home, building, structure, wall, fence, swimming pool or other improvement shall be constructed, erected or placed on any lot or altered, modified or changed (as to layout, location, exterior design, color or in any other way) until the complete plans, specifications, drawings, together with a plot plan showing the exact location of the improvement and a sketch or view of the improvement, have been approved in writing by the Committee.

(b) Upon approval by the Committee of all plans, designs, specifications and written proposals and upon receipt of all necessary municipal or governmental approvals and permits, a Lot Owner may commence construction in accordance therewith, provided that no substantial changes shall be made with respect thereto unless prior approval is obtained from the Committee.

(c) Construction of improvements shall be completed within one year after the last approval or permit has been obtained necessary for commencement thereof; but in no event later than the period then required by the City under its ordinances.

(d) All plans for dwellings shall include a landscape plan that will be subject to the approval of the Committee and which may be submitted for approval subsequent to submission of the building plans for the home. The approved landscape plans shall be completed within one (1) year from the date of occupancy. No landscape plan shall thereafter be materially altered without the prior written approval of the Committee.

(e) Each home shall be designed by an architect, professional engineer or a person experienced in residential design approved by the Committee.

(f) Any suit for damages and/or injunctive relief based upon the failure of any Lot Owner to obtain approval from the Committee as required under these Declarations, shall be commenced by the Committee or any other Lot Owner within one (1) year following completion of construction, installation, change or modification of any building, structure, wall, fence or other improvement; otherwise, the approval required heretofore shall be conclusively presumed to have been given and the Committee and Lot Owners (and their respective successors and assigns), shall forever be barred with respect thereto. In no event, however, shall the Committee or any Lot Owner be precluded from enforcing these Declarations as to any subsequent or other construction installation, change or modification for which approval of the Committee is required. This section shall not serve as a limitation on the City as to enforcement of City ordinances or codes.

2.04 MINIMUM SINGLE FAMILY HOMELIVING AREAS

Each and every home to be constructed in Subdivision shall have no less than 1,500 square feet of minimum living area at or above grade herein set forth, exclusive of exposed lower levels, porches, garage bays, patios, breezeways, sunrooms and similar additions.

(c) The exterior of all homes shall be constructed of natural materials such as brick, stucco (including Dryvit-type finishes), stone, cedar, or a combination thereof. No vinyl or aluminum siding may be used, without the approval of the Committee.

2.10 INTENTIONALLY LEFT BLANK

2.11 GROUND FILL ON BUILDING SITE

Where ground fill is necessary on any lot to obtain the proper topography or finished ground elevation, it shall be ground fill free of waste material, and shall not contain noxious materials. All fill shall be leveled immediately upon completion of the home and shall be graded and contoured in accordance with the Master Site Grading Plan and the certified as-built grading plan approved by and on file with City. All fill which is not used on the lot shall be deposited at such places within the Subdivision as directed by the Developer. The City engineer shall have the authority to alter the final grade set forth on the Master Site Grading Plan for any lot based on field conditions at the time of construction. All lots must have grade certification prior to the issuance of any building permit.

2.12 SURFACE WATER DRAINAGE

(a) Surface Water Drainage. Each Lot Owner must strictly adhere to and final grade his or her lot in accordance with the Master Site Grading Plan and the certified as-built grading plan on file in the office of the City's engineer. The Developer and City shall have the right to enter upon any lot, at any time, for the purposes of inspection, maintenance and correction of any drainage condition.

(b) Silt Fencing. The Developer may install silt fencing in certain lots in the subdivision to control erosion. Such fencing shall be maintained by the Developer and then the subsequent Lot Owners (on whose lots the fencing has been installed) until such time as turf cover is restored to all disturbed areas. Silt fencing maintained by Lot Owners shall be maintained in accordance with the Erosion Control Plan and Erosion Control permit issued for the Subdivision.

(c) Stormwater Management The Plat describes Outlots 1 and 2 and related detention ponds, culverts, catch basins, swales, stormwater easements, storm sewers, that feature a stormwater management system for control of all on-site stormwater which shall be known as the "Stormwater Management System."² The Association shall be responsible for maintenance of the Stormwater Management System. The Association, on behalf of the Lot Owners, shall maintain the Stormwater Management System in accordance with paragraph 5 of the Subdivider's Agreement executed by and between the Developer and the City, which is attached

² The Stormwater Management System expressly excludes the underground stormwater pipes and appurtenances conveying stormwater from the Clayton Crest subdivision commencing at the west edge of the plat at West Mallory Ave and continuing under and through West Mallory Ave and the 40 foot utility easement to South 43rd Street Right of Way. It shall also expressly exclude any other stormwater mains or interconnections therewith. These stormwater improvements and appurtenances are intended to be dedicated to and maintained by the City, and not maintained by the Lot Owners or the Association.

hereto as Exhibit 1. The City is authorized to access any property within the Subdivision to conduct inspections of the Stormwater Management System, its features, measures and practices as necessary to ascertain that the features, measures and practices are being maintained and operated in accordance with the approved stormwater management plan and acceptable engineering standards. The Association, on an annual basis, or more often as needed, shall provide maintenance of the Stormwater Management System, including but not limited to, removal of debris, maintenance of vegetative areas, maintenance of structural Stormwater Management System components, maintenance of public catch basins on each Lot, and sediment removal. Upon notification of the Association by the City of maintenance problems, which require correction, the specified corrective actions shall be taken within a reasonable time frame as set by the City.

(d) Remedial Action. In the event that maintenance of the Stormwater Management System is not undertaken by the Association, the City shall have the right to perform maintenance work on the Stormwater Management System if such failure to maintain (a) has a material adverse effect on property other than Stonewater Ridge, or (b) endangers the public health or safety provided, however, that before the City shall have the right to perform any such maintenance pursuant to this section (except in the case of an emergency situation), the City shall provide the Association and all Lot Owners with Written Notice as set forth in paragraph 20 of the Subdivider's Agreement executed by and between the Developer and the City. The ten (10) day period may be extended if the Association has commenced such maintenance work within said ten (10) day period and is diligently proceeding to complete the same. In the case of an emergency situation as determined in the sole discretion of the City, no notice will be required prior to the City performing emergency maintenance. The Lot Owners shall be liable for the failure of the Association to undertake any repairs, such liability to be pro rata according to their fractional ownership interest in the Common Area.

The cost of inspections or any measures undertaken by the City pursuant to this section shall be assessed against the Association or the Lot Owners pro rata according to their fractional ownership interest in accordance with the provisions of §66.0627, Wis. Stats. It is expressly understood and acknowledged that such cost shall be deemed a special charge for current services and may be levied in accordance with the provisions of §66.0627, Wis. Stats. Any such assessment against the Association that is not paid by the Association within sixty (60) days after billing shall be deemed a delinquent special charge and shall become a lien upon all Lots. Any such assessment against a Lot that is not paid by a Lot Owner within sixty (60) days after billing shall be deemed a delinquent special charge and shall become a lien upon the non-paying Lot Owner's Lot(s). Such delinquent charges shall be extended upon the current or next tax roll as a delinquent tax against the Lot(s) for which payment has not been received by the City, and all proceedings in relation to the collection, return and sale of property for delinquent real estate taxes shall apply to such special charges.

2.13 LOT GRADING

(a) Within each set of building construction plans submitted to Committee for Committee approval shall be a Plat of Survey prepared by a Land Surveyor licensed by the State of Wisconsin. Such Plat shall thereon indicate the size and location of the home, including the proposed finished ground grade or garage floor grade as well as other grades adjacent to the Lot.

(b) The Plat of Survey shall have grades that conform to the Subdivision's Master Site Grading Plan, which is on file at the City and Developer's Engineer.

(c) Minor grade changes from the Master Site Grading Plan, where these changes do not violate the purpose, spirit and intent of the Master Site Grading Plan, shall be reviewed and, if for good and sufficient reasons, may be approved by Committee. The City engineer shall have the authority to alter the final grade set forth on the Master Site Grading Plan for any lot based on field conditions at the time of construction.

(d) Upon the receipt of the approval of said building grade, the applicant shall file such approved grade to the City for its review and approval.

(e) Final grading of a lot shall be completed within two months following the date of occupancy of a home.

(f) Each lot owner must strictly adhere to and finish the grade of his/her/its lot in accordance with the Master Site Grading Plan or any amendment thereto approved by the City engineer, which is on file with the City and Developer's Engineer. The Developer and/or the City and/or their agents, employees or independent contractors shall have the right to enter upon any lot, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the lot owner is responsible for cost of the same.

2.14 DRAINAGE EASEMENTS

The Stormwater Management System shall be owned in fractional interests by the Lot Owners and the Outlots may be designated as drainage easements for the benefit of the Lot Owners as set forth on the Plat. The Association and the City shall each have rights of ingress and egress over and upon the Outlots and any drainage easements designated on the Plat as shall be necessary to reasonably access the Stormwater Management System for purposes of maintaining, constructing, improving, inspecting or otherwise accessing the Stormwater Management System.

2.15 ENTRANCE, ROADS, SIGNAGE AND LANDSCAPING

Permanent Subdivision signs, monuments, features and entrance or stormwater facility landscaping, if any, shall be maintained by the Association.

2.16 NUISANCES

(a) No noxious or offensive odor, activities or conditions shall be permitted to exist in, on or about any home or Lot, which may be, or may become, an annoyance or nuisance to the neighborhood.

(b) Each Lot Owner shall perform such periodic maintenance as may be necessary to keep the lot neat and clean in appearance, including, without limitation, the mowing of grass and removal of weeds, leaves and unsightly debris.

2.17 TEMPORARY STRUCTURES AND OUTBUILDINGS

No structure of a temporary nature, including without limitation, any trailer, tent or shack, shall be permitted on any Lot. No barn, shed, or outbuilding shall be permitted, except with the written approval of Committee. This prohibition shall not apply to the Developer during development of the Subdivision or to other contractors who are completing initial construction for the Lot Owners. Homes including a swimming pool shall be permitted to construct a pool house, but such accessory building shall be subject to approval by the Committee. Kennels, animal pens, or other structures or improvements intended to house pets or animals on the exterior of a building or structure are prohibited. Swimming pools shall be constructed at or below grade. Above ground swimming pools are strictly prohibited.

2.18 SIGNS

No sign of any kind shall be placed or displayed to the public view on any Lot, except one sign of not more than six square feet advertising the residence as for sale. This provision shall not apply to the initial marketing of any phase of the Subdivision by the Developer. Signs indicating the address of the home shall be placed only in accordance with City ordinances.

2.19 ANIMALS AND PETS

No animals, livestock or poultry of any kind shall be raised or kept on any Lot, except that two (2) dogs or two (2) cats may be kept so long as the same are not kept, bred or maintained for any commercial purpose, permitted to run free or in any other unreasonable manner. Animals and pets shall be housed only in the interior of the home and no exterior kennels, pens or other animal housing shall be maintained on the exterior of the home.

2.20 GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping area for trash, garbage, refuse or debris of any kind. All trash, garbage or waste materials shall be kept in sanitary containers either inside the garage or when outside in sanitary containers adjacent to the home, suitably screened from view from streets and adjoining lots. Outside incinerators are not permitted.

2.21 WIRES AND ANTENNAS

All utility wiring (including without limitation, service lines to individual dwellings) shall be installed underground unless otherwise permitted by the Committee prior to such installation.

2.22 MOTORIZED VEHICLES

All motorcycles, snowmobiles, trail bikes, dune buggies, offstreet motorized vehicles, watercraft, vehicles licensed as trucks and recreational or commercial vehicles of any kind shall be stored only in enclosed garages and shall not be operated on any Lot, driveway, parking

area, common area or stormwater facility within the Subdivision, except for purposes of ingress and egress.

2.23 VIOLATION OF DECLARATION: NO REVERSION OF TITLE

No violation or breach of any covenant, condition, restriction or other term or provision of this Declaration shall under any circumstance cause a reversion of title.

ARTICLE III-ARCHITECTURAL CONTROL COMMITTEE

3.01 MEMBERSHIP

So long as the Developer owns any lot or lots within the Subdivision, the Developer shall designate the persons (three in number) who shall from time to time comprise the membership of the Committee. Thereafter, upon sale by Developer of all lots within the Subdivision, the Committee shall be the Lot Owners (five in number). In the event that there is more than one owner of any lot, only one of the owners may represent said Lot on the Committee.

3.02 SUBMISSION FOR APPROVAL: PROCEDURE

(a) The decision of the Committee shall be final and binding upon all parties. The Committee may reject any improvement which, in its sole and absolute discretion, is not in conformity with these restrictions, is not desirable aesthetically or for any other reason. In passing upon such improvements, the Committee may take into consideration the suitability of the proposed improvement, its design, elevation and the materials of which it is to be constructed, its harmony with the surrounding lots and their improvements, or a view from the adjacent lots. The Committee shall have the right to waive minor deviations from these restrictions.

(b) In the event the Committee or its designated representative, fails to act upon any plans, specification or other written request for approval within 30 days after submission of all plans, specifications and other documents as may be requested by said Committee, the requested approval shall thereby automatically be denied.

3.03 LIABILITY OF THE COMMITTEE

It is expressly understood and agreed that any standards established by, or any review or approval by Committee shall not be construed as a warranty or endorsement or representation by Committee of the fitness, suitability, or adequacy of any approved plans or standards for any particular use or purpose. It is understood (and agreed by any submitter to Committee) that Committee's members are unpaid volunteers, who shall not, in any event, be liable to any Lot Owner or other party for any act or thing or omission of or by the Committee.

ARTICLE IV - HOMEOWNERS ASSOCIATION

4.01 HOMEOWNERS ASSOCIATION - GENERAL

An incorporated owners association (herein referred to as the "Association") of the owners of land in Subdivision shall be created for the purposes of maintaining the common areas, and any other common feature, and for purposes of performing such other functions and duties as may be appropriate for the common benefit of the Owners. The corporate name of the Association shall be Stonewater Ridge Homeowners Association, Inc.

4.02 BOARD OF DIRECTORS

(a) The Association shall be governed by a three member Board of Directors, hereinafter referred to as the "Board" which shall be solely responsible for the activities of Association. The initial members of the Board shall be appointed by Developer.

(b) To qualify as a member of the Board, a person must be either an owner of a Lot within the Subdivision or a duly designated officer or representative of an Owner.

(c) For so long as eight (8) or more of the lots in the Subdivision are owned by Developer, all three members of the Board shall be appointed by Developer. So long as three (3) or more but less than eight (8) of the lots in the Subdivision are owned by the Developer, two members of the Board shall be appointed by Developer and one member shall be elected under the by-laws of the Association. So long two (2) or fewer lots in the Subdivision are owned by Developer, one member of the Board shall be appointed by Developer and two members shall be elected under the by-laws of the Association. If none of the lots in the Subdivision are owned by Developer, all of the members of the Board shall be elected under the by-laws of the Association.

(d) Lot Owners shall be entitled to a total of one vote per lot owned; and may vote in person or by proxy in elections for selecting members of Board.

(e) The terms of office of the initial members of the Board shall commence upon the execution hereof and shall continue until December 31 of the year of appointment. Thereafter, the term of office of the members of the Board shall be for one year. If any member of the Board shall die, resign, be unable to act or removed or cease to be qualified to be a member, the unexpired term of such member shall be filled by a special election, (or appointment by Developer, if applicable).

4.03 MEETINGS

All meetings of the Board shall be open to all Lot Owners and shall be held upon not less thirty (30) days written notice to all Owners as provided for in the Association's Bylaws. Two members of the Board shall constitute a quorum. Actions of the Board shall be majority vote.

4.04 DUTIES OF BOARD

(a) The Board shall have the following duties:

(1) To provide for the maintenance of the stormwater management facility within Subdivision and for purposes of performing such other functions and duties as may be appropriate for the common benefit of the Owners;

(2) To levy and enforce collection of assessments and fees for the purposes herein set forth;

(3) To conduct meetings and establish procedures for the election of members of the Board;

(4) To establish operating procedures for the conduct of the Association and Board affairs;

(5) To do all acts and things necessary to fulfill its duties and objectives; and

(6) To enforce the provisions hereof.

(b) The Board shall have the power to take such actions as may be necessary to cause the features and areas under Association's jurisdictions to be maintained, repaired, landscaped and kept in good, clean and attractive condition.

4.05 ASSESSMENTS

The Owner of each Lot shall be subject to a general annual charge of assessment equal to his or her pro rata share of the costs incurred or anticipated to be incurred by the Association in performing its duties and discharging its obligations. The pro rata share of an Owner of a lot shall be the number of Lots owned by the Owner multiplied by one fourteenth (1/14). (An owner of a single lot shall have a 1/14 pr rata share; an owner of two lots shall have a 2/14 pro rata share) Said costs shall include, but not be limited to: taxes; insurance; repair, replacement and additions to the improvements made to the stormwater management facility; equipment; materials; labor, management and supervision thereof, and all costs for the Association reasonably incurred in conducting its affairs and enforcing the provisions hereof.

(a) All assessments shall be approved at a duly convened meeting of the Board.

(b) Written notice of an assessment shall be personally delivered to each owner subject to the assessment or delivered by regular mail addressed to the last known address of such Owner.

(c) Assessments shall become due and payable 30 days after the mailing or personal delivery of the notice of Assessment.

(d) Assessments not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid; and such unpaid assessments and the interest thereon shall constitute a continuing lien on the real estate against which it was assessed until all such sums been paid in full. The assessments and interest thereon shall also be the personal obligation of any current or subsequent Owner of the lot against which the assessment was made.

(e) The Board may record a document with the Register of Deeds in Milwaukee County, Wisconsin, giving notice of a lien for any such unpaid assessment and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any notice shall not impair the validity of the lien. All recording and attorney fees relating to any such document, or enforcement thereof, shall be borne by the affected Lot Owner.

(f) Upon application by Owner, any member of the Board, shall provide to such Owner a statement in recordable form certifying that (i) the signer is a duly elected or appointed member of the Board; and (ii) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Board and shall be conclusive evidence to any party relying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

(g) Any lien for assessment may be foreclosed by a suit brought by the Board, acting on behalf of the Association in a like manner as the foreclosure of a mortgage on real property.

(h) In the event the Association should fail to maintain any area or element for which the Association is responsible therefor, the City may, but shall not be required to, undertake any such maintenance and shall thereafter be entitled to assess the cost of any such repair or remedial action against the Lot Owners as set forth herein, or in its discretion, to assess such cost against the Lot Owners as a special charge on the annual real estate tax statement.

4.06 LIABILITY OF BOARD MEMBERS

(a) Members of the Board shall not be liable for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistake in judgment or negligence by the member or agents or employees of the Board. Association shall indemnify and hold the members of the Board harmless from and against any and all cost or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

(b) Failure of the Association or the Board to enforce any provisions contained in this section shall not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent violation.

ARTICLE V - MISCELLANEOUS

5.01 TERM OF DECLARATION

(a) This Declaration shall constitute a covenant running with the land and shall be binding for a period of fifty (50) years from the date the Declaration is recorded upon all Lot Owners and all other persons claiming under or through Developer. After the expiration of such initial fifty (50) year period, this Declaration shall be automatically renewed for successive periods of ten (10) years, unless there is recorded an instrument terminating this Declaration, executed by the owners of at least eight (8) of the lots subject hereto, in which event the Declaration shall terminate upon the expiration of the initial or renewal term then in effect at the time of the recording of such instrument of termination.

5.02 AMENDMENT TO DECLARATION

This Declaration may be amended at any time and in any respect by recording an instrument to that effect executed as follows:

(a) By the Developer only, so long as the Developer owns eight (8) or more of the Lots in the Subdivision;

(b) By the Developer and the Owners of at a combined total of eight (8) of the lots in the Subdivision, so long as the Developer continues to own any lot(s) in the Subdivision;
or

(c) By the Owners of at least eight (8) of the lots subject to these restrictions following the initial conveyance by Developer of all lots subject to these restrictions.

No amendment may be made that would be contrary to City ordinances without approval of the City. No amendments of 2.12 may be made without permission of the City.

5.03 ENFORCEMENT OF DECLARATION

Developer, or any one or more Lot Owners, shall have the right to enforce the provisions of this Declaration by proceedings at law and/or in equity to restrain and/or recover damages for any violation or threatened violation of any provision hereof.

5.04 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration for any reason, shall in no way affect the validity or enforceability of any other term, condition or provision hereof, all of which shall remain in full force and effect for the term of this Declaration.

~~002518 JUL 22 05~~

IN WITNESS HEREOF, the parties hereto have set their hands and seals this 22nd
day of July, 2005.

STONEWATER INVESTMENT, LLC

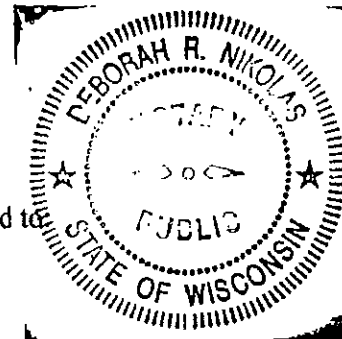
Date: 7/28/05

By [Signature]
Larry LeMieux, Member and
Duly Authorized Agent

STATE OF WISCONSIN)
COUNTY OF Waukesha) SS.

Personally, came before me this 22 day of July, 2005, the above named Larry LeMieux, member and duly authorized agent of the above named Stonewater Investment, LLC, to me known to be the persons who executed the foregoing instrument and to be the Members of said company and acknowledged that they executed the foregoing instrument as Members of said company by its authority.

[Signature]
Notary Public
Waukesha County, Wisconsin
My Commission: Oct 21, 2007



This document was drafted by and after recording should be returned to
Attorney Constance L. Anderson
Anderson & Kent, S.C.
1 N. Pinckney Street, Suite 200
Madison, WI 53703
Telephone: (608) 246-8500
Email: canderson@andersonkent.com

EXHIBIT 1
TO DECLARATION OF RESTRICTIONS AND
COVENANTS
FOR
STONEWATER RIDGE SUBDIVISION

THE FOLLOWING IS PARAGRAPH 5 OF THE
SUBDIVIDER'S AGREEMENT EXECUTED BY AND
BETWEEN STONEWATER INVESTMENT, LLC AND THE
CITY OF GREENFIELD:

5. SUBDIVIDER has caused a detailed construction plan to be prepared for storm sewer for said subdivision, West Mallory Avenue, and ditch reconstruction work on adjoining Milwaukee Water Works property, Tax Key No. 847-9948-001. This plan is attached and labeled Exhibit No. 3. This plan is approved subject to the condition that within 12 months of the date of the execution of this agreement, approval also be obtained from the Milwaukee Metropolitan Sewerage District and an easement be obtained¹ and written permission granted from Milwaukee Water Works to access their

¹ The CITY has obtained a written letter of approval for said easement and is in the process of preparing the easement and obtaining the City of Milwaukee's signature on said easement. A copy of said easement shall be provided to SUBDIVIDER. SUBDIVIDER will obtain the right to access the easement area for the construction purposes described in this Subdivider's Agreement.

property to reconstruct the existing drainage ditch.

As part of the storm water drainage for subdivision, SUBDIVIDER has caused a detailed stormwater management plan to be prepared for said subdivision. This plan is attached and labeled Exhibit No. 3A. SUBDIVIDER has proposed to discharge the storm sewer system and drainage ways into two (2) proposed private storm water management basins prior to the discharge into the existing public storm sewer system. This method is acceptable to CITY subject to the condition that said basins are constructed and maintained by SUBDIVIDER as set forth in this Agreement and subject to the conditions set forth in the attached Declaration of Restrictions and Covenants for Stonewater Ridge Subdivision (hereinafter "Covenants" attached hereto and labeled Exhibit No. 10). SUBDIVIDER acknowledges and agrees as follows:

- a. To maintain the basins and their perimeters and adjacent areas against erosion, sifting, weed and algae growth and collection of debris, as set forth in the approved Exhibit 3 and Exhibit 3A storm sewer construction and management plans.
- b. To maintain adequate flow between inlet and outlet points, as set forth in the approved Exhibit 3 and Exhibit 3A storm sewer construction and management plans.
- c. To be responsible for any and all liability and hold CITY harmless from any and all claims arising out of the existence and maintenance of said basins and appurtenances, except to the extent that the two basins were designed to accept drainage from public streets constructed as a part of subdivision.
- d. To maintain drainage and to minimize damage caused by flooding and storm water runoff, health and safety hazards, as set forth in the approved Exhibit 3 and Exhibit 3A storm sewer construction and management plans.
- e. Grants and authorizes CITY, in the event SUBDIVIDER does not comply with CITY orders (within ten (10) days of written notification) relating to said basins, to proceed to do any work reasonably ordered and charge same to SUBDIVIDER, which charge may be collected in the same manner as special taxes.
- f. To provide information and/or tests as may be required to meet CITY, Milwaukee Metropolitan Sewerage District and/or Wisconsin Department of Natural Resources regulations pertaining to SUBDIVIDER's stormwater system and basins.
- g. To establish and maintain sufficient access around basins as necessary to permit future private maintenance, as set forth in the approved Exhibit 3 and Exhibit 3A storm sewer construction and management plans.
- h. To provide CITY with the certification of a professional engineer licensed in the State of Wisconsin verifying the basin elevations, capacity and performance as designed, during the course of construction and upon completion of the project.

- i. To be responsible for meeting any Wisconsin Department of Natural Resources and/or U.S. Army Corps of Engineers regulations with regard to work in site wetland areas, including those set forth in Wisconsin Department of Natural Resources correspondence (attached hereto and labeled Exhibit No. 8) and U.S. Army Corps of Engineers correspondence (attached hereto and labeled Exhibit No. 9).
- j. To record the Covenants (attached hereto and labeled Exhibit No. 10), which establish a homeowners association, and ownership of common areas in accordance with State of Wisconsin statutes for said subdivision. SUBDIVIDER shall be solely responsible for the maintenance, upkeep, and repair of the Stormwater Management System of Stonewater Ridge Subdivision and other responsibilities and liability set forth in this paragraph 5 of this Agreement ("Obligations") until establishment of the subdivision homeowner's association and the transfer of said Obligations occur, as more particularly set forth in the Covenants. Upon the sale of all lots in the subdivision by the SUBDIVIDER, the Homeowner's Association shall be solely responsible for such Obligations.
- k. The plat and plans of the subdivision shall accurately describe certain areas, including outlots 1 and 2, and shall be legally described and submitted by the SUBDIVIDER to the CITY. The detention ponds, culverts, swales, stormwater easements, storm sewers, etc., shall serve as and shall be referred to as the Stormwater Management System for control of all on-site stormwater. The Stormwater Management System expressly excludes the underground stormwater pipes and appurtenances conveying stormwater from the Clayton Crest subdivision commencing at the west edge of the plat at West Mallory Avenue and continuing under and through West Mallory Avenue and the 40 foot utility easement to South 43rd Street right-of-way. It shall also expressly exclude any other stormwater mains or interconnections therewith. These stormwater improvements and appurtenances are intended to be dedicated to and maintained by the City, and not maintained by the SUBDIVIDER or the Homeowner's Association.

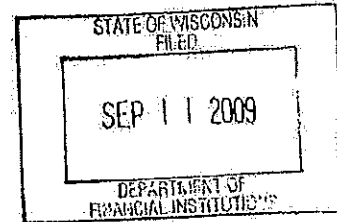


Whyte Hirschboeck Dudek S.C.

Teresa A. Noeske
608-258-7137
tnoeske@whdlaw.com

September 10, 2009

Wisconsin Department of Financial Institutions
Attn: Bob Karis and Cathy Mickelson
345 W. Washington Avenue, 3rd Floor
Madison, WI 53703



Re: Stonewater Ridge Homeowner's Association, Inc.
EXPEDITED FILING

Dear Bob and Cathy:

EFFECTIVE DATE: 9-10-2009

Enclosed for *expedited service filing* are duplicate Articles of Incorporation for Stonewater Ridge Homeowner's Association, Inc. Also enclosed is the Confirmation of payment online of your fees in the amount of \$60.00 (\$35.00 filing fee plus \$25.00 expedited service fee).

Please notify the receptionist (telephone #255-4440) of our office when the documents have been filed; she will arrange for pick-up of file-stamped copy of the Articles.

Thank you very much for your assistance.

Very truly yours,

Teresa A. Noeske
Enrolled Agent, Paralegal

TAN/11
Enclosures

cc: Bradley I. Dullet

WHD/66687671

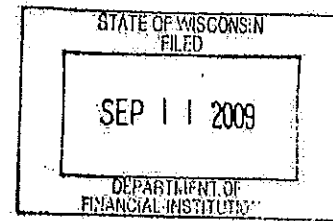
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

09 SEP 10 PM 3:12

ARTICLES OF INCORPORATION

OF

STONEWATER RIDGE HOMEOWNER'S ASSOCIATION, INC.



These Articles of Incorporation are executed by the undersigned for the purpose of forming a Wisconsin non-stock corporation under Chapter 181 of the Wisconsin Statutes.

ARTICLE 1

Name of Corporation

The name of the Corporation shall be Stonewater Ridge Homeowner's Association, Inc.

ARTICLE 2

Organization

The Corporation is organized under Chapter 181 of the Wisconsin Statutes.

ARTICLE 3

Principal Office/Registered Agent

The principal office of the Corporation is located at 25 West Main Street, Madison, Wisconsin 53703. The registered agent of the Corporation is Scott W. Ciano, who is located at Anchor Bank, 25 West Main Street, Madison, Wisconsin, 53703.

ARTICLE 4

Membership

The Corporation shall have one (1) class of Members; the designation of such class and the qualifications, rights, and method of acceptance of the Members of such class shall be as set forth in the By-laws.

ARTICLE 5

Directors

The manner of electing Directors shall be provided in the By-laws. The number of Directors shall be fixed from time to time as provided in the By-laws but shall not be less than three (3).

ARTICLE 6

Incorporator

The incorporator is Joseph R. Wagner, whose address is 701 E. Washington Avenue, Suite 102, Madison, WI 53703.

ARTICLE 7

Purposes

Purposes for which this Corporation is organized are as follows:

- (a) To serve as an association of owners ("Owners") who own real estate and improvements in the Stonewater Ridge Subdivision, a residential subdivision in the City of Greenfield, Milwaukee County, Wisconsin, as more particularly described in the recorded plat for Stonewater Ridge Subdivision ("Subdivision"), subject to the terms and conditions of the Declaration of Restrictions and Covenants for Stonewater Ridge Subdivision (including all amendments from time to time), recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 9060504 (the "Declaration");
- (b) To serve as a means through which the Owners may collectively and efficiently administer, manage, operate and control the common elements and lots within the Subdivision in accordance with the Declaration; and
- (c) To engage in activity included in the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE 8

Powers

The Corporation shall have all of the powers enumerated in the Declaration, its By-laws, and to the extent not inconsistent with the foregoing, the Wisconsin Non-Stock Corporation Law.

ARTICLE 9

Prohibition on Issuance of Stock and Payment of Dividends

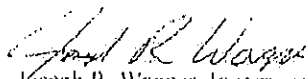
This Corporation shall not have or issue shares of stock and shall not pay dividends.

ARTICLE 10

Dissolution

Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Executed this 10th day of September, 2009.


Joseph R. Wagner, Incorporator

This instrument was drafted by Bradley J. Dallet.

Please return to:
Bradley J. Dallet
Whyte Hirschboeck Dudek S.C.
555 East Wells Street, Suite 1900
Milwaukee, WI 53202
414-273-2100

