

STONE RIDGE AT MERTON

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LOTS 1 THROUGH 15,
INCLUSIVE, AND OUTLOTS 1 AND 2, INCLUSIVE,
PLAT OF STONE RIDGE AT MERTON**

The above recording information verifies that
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Drafted by and Return Address:

Attorney Donald J. Murn
Axley Brynerson, LLP
N20 W22961 Watertown Road
Waukesha, Wisconsin 53186

See Exhibit A

Parcel Identification Number
(PIN)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by TRI-QUIST, INC., an Arizona corporation ("**Declarant**") as of the 31st day of August, 2021.

RECITALS:

A. Declarant is the fee simple owner of real estate located in the Village of Merton, Waukesha County, Wisconsin, as more particularly described on Exhibit A attached hereto and incorporated herein by this Reference (the "**Property**"); and

B. Declarant desires to subject the Subdivision to protective covenants, which shall encumber the Subdivision and each Lot, shall bind the owners of any interest in each Lot and shall bind their successors in interest.

DECLARATION:

NOW, THEREFORE, Declarant declares that the Subdivision and each Lot shall be used, held, sold and conveyed subject to these protective covenants, which shall inure to the benefit of

and encumber the Subdivision and each Lot, shall run with the land, and shall bind the owner of any interest, and shall bind their successors in interest.

ARTICLE 1 STATEMENT OF PURPOSE

1.1 General Purpose. The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot; to promote the erection of well-designed and proportioned structures; to obtain harmonious improvements and use of material and color schemes; and to insure the highest and best use of the Subdivision.

ARTICLE 2 DEFINITIONS

The following definitions and any terms that are defined in other sections of this Declaration shall be applicable to this Declaration:

2.1 “**Association**” shall mean Stone Ridge at Merton Homeowners Association, Inc., a Wisconsin nonstock, its successors and assigns, the members of which shall be the Owners of Lots in the Subdivision.

2.2 “**Association Insurance**” shall mean all policies of insurance as may be maintained by the Association under this Declaration.

2.3 “**Board**” or “**Board of Directors**” shall mean the governing body of the Association, elected according to the Bylaws.

2.4 “**Building**” shall mean any structure of any kind constructed or proposed to be constructed on a Lot.

2.5 “**Bylaws**” shall mean the Bylaws of the Association as adopted by the Board.

2.6 “**Committee**” shall mean the Architectural Control Committee described in Section 3.1(a).

2.7 “**Common Areas**” shall mean the easements, Outlots, and those areas identified on the Plat as Common Areas. Each Owner shall have an equal undivided interest in the Common Areas, and all deeds and other conveyances of any Lot shall be deemed to include such interest in the Common Areas, whether or not so specifically stated in any such deed or other conveyance.

2.8 “**Common Improvements**” shall mean all personal property, fixtures, structures, Improvements, signs, landscaping, utilities, Buildings or other improvements made by the Declarant or the Association in the Common Areas, cul-de-sac islands and medians.

2.9 “**Declaration**” means this Declaration of Covenants, Conditions and Restrictions.

2.10 “**Director**” shall mean a member of the Board.

2.11 “**Documents**” shall mean the Articles of Incorporation of the Association, the Bylaws, the Rules, and this Declaration, as they may be amended from time to time.

2.12 “**Dwelling**” shall mean a single-family dwelling to be constructed on the Lots.

2.13 “**Easement**” shall mean an area on a Lot or in the Subdivision to which has been granted the right of use to an Owner, the Association, or a third party for a limited purpose and shall be identified as shown on the Plat. An Owner shall not build, plant, or create any obstruction on, over, under or through an Easement, except as consistent with the express, written grant of said Easement rights.

2.14 “**Future Phases**” shall mean certain unplatted land adjacent to the Subdivision reserved by the Declarant for future development phases that may be added to the Subdivision and may be made subject to this Declaration in the future.

2.15 “**Lot**” shall mean any platted Lot within the Subdivision intended for construction of a Dwelling. The reference to a Lot by a number shall mean that particular Lot as shown on the Plat.

2.16 “**Mortgage**” shall mean a recorded first lien mortgage against a Lot or the vendor’s interest under a recorded first lien land contract relating to a Lot.

2.17 “**Mortgagee**” shall mean the holder of a Mortgage.

2.18 “**Natural Materials**” shall mean any building material that is naturally forming or generally composed of natural materials. Examples shall include, but not be limited to masonry, stone, cement board, or LP SmartSide Siding or other as determined by the Committee. Materials specifically excluded in this definition include, but are not limited to, vinyl, aluminum, fabricated wood panel wall sheathing or other materials as determined by the Committee.

2.19 “**Occupant**” shall mean the Owner and any other person residing in a Building.

2.20 “**Outlots**” shall mean the parcels identified as Outlots on the Plat. The reference to an Outlot by a number shall mean that particular Outlot as shown on the Plat.

2.21 “**Owner**” shall mean the person or persons, including any business entity, having the power to convey the fee simple title to any portion of the Subdivision. The Declarant is an Owner with respect to the Lots and Outlots to which it holds title.

2.22 “**Pet**” shall mean a domestic cat, a domestic dog, or a service animal or emotional support animal.

2.23 “**Plat**”, “**Plat of Subdivision**”, or “**Final Plat**” shall mean the Plat of Stone Ridge at Merton dated August 4, 2021, as recorded on August 5, 2021 with the Register of Deed’s Office as Document No. 4606533, and attached hereto as Exhibit B.

2.24 “**Register of Deeds**” shall mean the Office of Register of Deeds for Waukesha County, Wisconsin.

2.25 “**Rules**” shall mean rules established by the Association governing the administration of the Common Areas and Common Improvements.

2.26 “**Subdivision**” shall mean all of the Lots and Outlots, as more particularly described on Exhibit A and as depicted on the Plat attached hereto as Exhibit B.

2.27 “**Village**” shall mean the Village of Merton, Wisconsin.

ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE

3.1 Establishment Duties, Membership.

(a) There shall be an Architectural Control Committee, herein referred to as the “**Committee**”, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.

(b) So long as Declarant has title to any Lot, the Committee shall consist of three (3) members appointed in writing by Declarant. The Declarant appointed members are not required to be Owners. All members of the Committee shall serve at the pleasure of the Declarant. The Declarant shall surrender the selection of the members of the Committee upon the earlier of: (i) thirty (30) days from Declarant’s conveyance of the final Lot to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (ii) fifteen (15) years from the date of this Declaration; or (iii) Declarant’s election to waive its rights to control the Committee. Upon Declarant’s surrender of the Committee as provided above, the members of the Committee shall be elected by the Board, provided, however, that if selected by the Board, a representative of Declarant may serve on the Committee. For the avoidance of doubt, for purposes of this Section a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (i) above.

3.2 Procedure. An Owner desiring to construct a Building or otherwise improve a Lot, demolish any Building or other improvements on any portion of a Lot, initial painting, or subsequent decoration or alteration of the exterior of any Building or other improvement on any Lot, or the installation of items such as, but not limited to, solar panels, wind-driven energy devices, awnings, enclosures, hot tubs, decks or patios, swimming pools, mailboxes, fences, berms, or other features on any Lot (collectively, “**Improvements**”), shall submit to the Committee, for its written approval, three (3) copies of construction plans and specifications for all Improvements, which shall include a survey of such property prepared by a licensed surveyor or the equivalent, as approved by the Committee for the particular submission (collectively, “**Drawings**”). If approval for any Improvements requires approval from the Village for such Improvements, the Owner shall obtain such approval from the Village after obtaining approval for such Improvements from the Committee. The Committee’s approval of Improvements shall be subject to the approval of such Improvements from the Village, and if the Village disapproves of such Improvements then the Committee’s approval shall be deemed automatically rescinded. The Committee may appoint a qualified designee to conduct the initial review of submissions and make recommendations to the Committee. The Drawings submitted to the Committee or the Committee’s designee shall include:

(a) Construction details for all Buildings and Improvements;

- (b) Elevation drawings of any Building;
- (c) Proposed facades of any Building, including the style, color and location of eaves and windows;
- (d) A description of materials to be used in any Building or Improvement;
- (e) A detailed site plan showing the Building footprint and driveway, the location of all structures with respect to topography and finish grade elevation, the top of the foundation structure in relation to the nearest street or curb elevation and the proposed water drainage patterns;
- (f) The color scheme of all Improvements;
- (g) Landscape plans and specifications detailing the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, bedding plantings, and other landscape materials;
- (h) A copy of the approval of the site plans from the Village, if required for such Improvements;
- (i) The fee determined under Section 3.5 below; and
- (j) Such other materials as the Committee may deem necessary in its sole discretion.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.2 have been submitted. All such submissions shall be to the appointee of the Committee or to the Declarant, if no person is designated to review submissions at its principal place of business (or, if Declarant ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.5. After initial review by the appointed designee, Declarant shall then call a meeting of the Committee to consider such Drawings. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of at least three of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final Drawings. If the Committee conditionally approves either the preliminary or final Drawings, then the applicant shall be entitled to resubmit such Drawings. The Committee's decision shall be in writing, signed by two or more Committee members. If the Committee fails to render its decision on the preliminary or final development Drawings within thirty (30) days of their submission, or upon any resubmitted preliminary or final development Drawings within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such Drawings are not rejected, then the Owner of the Lot shall construct the Improvements materially in accordance with the approved Drawings. All material changes to such Drawings must be resubmitted to, and approved by, the Committee, and, if necessary, the Village. Any changes to such Drawings that would lessen the quality or expense of the construction as previously approved, or affects the

grade of the affected Lot or the location or exterior appearance of the approved Improvements, shall be deemed to be material changes.

3.3 Standards. The Committee shall have the right to reject any Drawings or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with Buildings located on the surrounding Lots or in the Subdivision as a whole; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.4 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.2, constructed in accordance with the Drawings as approved by the Committee, and an occupancy permit has been issued therefor.

3.5 Fees. The initial fee for Committee review is \$300.00. The Committee, by majority vote, may from time to time implement a fee schedule designed to defray the Committee's out-of-pocket costs, including the fee of any designee appointed by the Committee, incurred in connection with its review of any preliminary or final development Drawings or of any resubmission of any such Drawings and such fee may be adjusted at any time by the Committee. The costs of operating the Committee shall be assessed by the Association as common expenses, and the Association shall manage the fees paid in connection with the Committee's reviews. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to the applicant.

3.6 Approval of Contractors. For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired for construction of such Building shall be approved in writing by the Committee prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

3.7 Liability of Committee. The Committee and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any Drawings, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved Drawings; or

- (c) The development of any property within the Subdivision.

3.8 Indemnification. Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified, defended, and held harmless by the Association from and against any and all claims, actions, suits, proceedings (including criminal proceedings), losses, costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs, asserted against, incurred by, imposed in connection with, related to, or resulting from service as a member of the Committee, except as to matters resulting in a final determination of negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liability, loss, damage, cost and expense incurred or suffered by the Association in connection with this indemnification shall be a common expense. Nothing in this subsection shall be deemed an indemnification of such person with respect to such person's status as an Owner, Occupant or otherwise.

3.9 Separate Village Approval. Matters which require approval of the Committee may also require the approval of the Village. Obtaining approval from the Committee and from the Village is the sole responsibility of the Owner desiring approval. Approval of any Improvements by the Committee shall not be deemed approval by the Village, and approval by the Village shall not be deemed approval by the Committee. Committee interpretations of Village ordinances are not binding on the Village.

ARTICLE 4 ARCHITECTURAL RESTRICTIONS

4.1 Uniformity Standards. Certain standards of architectural control are set forth below. The Committee may adopt additional written standards of uniformity, setback, grading, landscaping, basements, roofing, or exterior, whether generally or for certain types of Improvements. The Committee may enforce any standard even if it has, expressly or by acquiescence, permitted previous deviations from such standard.

4.2 Street (a.k.a Front), Side and Rear Yard Setback Requirements. All Buildings or any parts thereof shall be built and sited in conformance with the standards set forth in the Village's Zoning Code.

4.3 Building Location. All Buildings should be sited on the Lot to present their most desirable face to the street and where possible should be related to Buildings on adjoining Lots. The Committee may check sight lines based on proposed structure location to minimize the structure's obstruction of views from neighboring Lots.

4.4 Minimum / Maximum Dwelling Size Requirements. Only one single-family Dwelling not to exceed the applicable height restrictions imposed by the applicable Village codes and ordinances may be constructed on each Lot. Single-story Dwellings on Lots shall have a minimum size of 2,000 square feet. Two-story Dwellings on Lots shall have a minimum size of 2,300 square feet. The type of home and the number of square feet shall be determined on a uniform basis by the Committee and shall not include basement, attic, garage, porch or patio areas in the computation. The aggregate square footage for the ground coverage footprint of all

Dwellings, garages, and outbuildings located on a Lot shall not exceed twenty percent (20%) of the total square footage of such Lot.

4.5 Utilities. All utilities serving any Building or site shall be underground.

4.6 Fencing. Fencing shall be limited to the rear yard and side yards. Only one fence shall be permitted along a common lot line (with fences on adjoining property meeting at the common corners). No fencing over six (6) feet in height shall be permitted unless required by law. Information and plans regarding fences must be submitted to the Committee for approval. Fences shall not be located on a public easement area, drainage area, or right of way.

4.7 Mailboxes. The term “*mailbox*” shall mean the post and mailbox combination. The Committee shall select a standard mailbox for the Subdivision. The Declarant will provide each Owner a layout for placement of the mailboxes in the Subdivision in locations as determined by the U.S. Postal Service (“*USPS*”). If any mailbox is damaged, destroyed, stolen, or otherwise adversely affected, the Owner shall be solely responsible to repair the defect in a timely manner and at the Owner’s expense. Each Owner is responsible to conform to USPS installation requirements. The Committee shall re-select the mailbox if the selected item is determined to no longer be available. Each Owner shall maintain its mailbox in good condition and working order. If an Owner does not install or maintain its mailbox, the Association may install, repair, replace, or maintain the same as deemed necessary by the Association and charge the Owner for such amount plus a fee for services rendered as determined by Association.

4.8 Garages: Use of Outbuildings. All garages shall have space for no fewer than two (2) cars. Garages shall be attached to the Dwelling. Garages shall be constructed on either the front or the side of the Dwelling, provided that the garage access is located on the side of the Dwelling and does not face the right of way on which the Dwelling is located. Garages shall be constructed in conformity with the requirements of this Declaration and Village codes and ordinances, shall match the style of the Dwelling on such Lot (including, without limitation, in terms of color and material), and shall be subject to the approval of the Committee.

4.9 Outbuildings. Outbuildings shall be constructed in conformity with the requirements of this Declaration and Village codes and ordinances, shall match the style of the Dwelling on such Lot (including, without limitation, in terms of color and material), and shall be subject to the approval of the Committee. Play equipment such as swing sets, playhouses and the like may be installed with the approval of the Committee. Storage sheds shall not be permitted on any Lot.

4.10 Certain Exterior Features. With respect to the construction of a Building on a Lot or other Improvement to a Lot:

(a) Exterior Siding. Natural Materials shall be used for the exterior siding of the Buildings; provided, however, that fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4”) nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6”) trim boards. Side elevations of homes shall require a minimum of five (5) architectural elements. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

The Committee shall be deemed to be acting reasonably if it disapproves Drawings, or any portion thereof, for a Building because such Building would be similar in appearance to other homes in close proximity, as determined by the Committee.

(b) Roof. A Dwelling shall have a roof made of dimensional asphalt shingles, or better, with a minimum pitch ratio of 8:12 or such other pitch as is specifically approved by the Committee. "3-tab" shingles shall not be allowed.

4.11 Grading. No soil shall be removed from any Lot without prior approval by the Committee. Excess soil may not be stored on any Lot (except for prompt use for backfilling, finish grading or landscaping) unless in either case contemplated by the approved Drawings. Even if so approved, the final grades (sometimes called a "finish grade" or "master grade") of a Lot must confirm to grading plans approved by the Village. The Committee shall be acting reasonably if it requires that, on Lots with significant grades as determined by the Committee, portions of basement walls be exposed to allow for a more natural transition between homes. Any such exposed basement or foundation walls shall be covered with suitable material consistent with the overall architecture of the home, and shall only be permitted if they conform with the master grading plan.

4.12 Landscaping. The following guidelines shall be followed for each Lot in the Subdivision:

(a) All front, rear, and side yards and terrace areas, except tree, shrub and flower bed areas, shall be seeded or sodded, except that the Owner of any Lot may have a family fruit and/or vegetable garden within the rear yard provided that same is a minimum of ten (10) feet from adjacent properties and same is maintained in a clean and orderly condition. Natural or prairie lawn may be permitted if authorized by the Committee subject to such conditions as the Committee may impose. All lawns and non-lawns areas shall be kept free of noxious weeds. If the Owner of any Lot, after reasonable written notice from the Association, fails or refuses to install vegetative cover as described herein, or maintain it as required above, the Association, through its duly authorized agents or employees, shall have the right to enter upon said Lot at reasonable hours to perform said landscaping and/or maintenance. The costs of the materials and labor to perform such landscaping and/or maintenance shall be assessed against said Lot. This restriction for vegetative cover does not apply during the winter months when growing conditions will not allow the establishment of vegetation cover. In such an event the Owner shall be required to establish vegetative cover within sixty (60) days of proper growing conditions. The growing season for this area is anticipated to be from mid-April to mid-October.

(b) Each Owner must plant on their Lot and maintain a minimum of two (2) - 2.5" caliper trees located in the front yard within twelve (12) months of occupancy.

(c) Plantings in the public and private Easements may not be permitted by terms of the Easement and should be avoided. Plantings within Easements will be at risk for removal by the Village or the Association and may be subject to damage or removal for maintenance and/or repair operations.

(d) No Owner shall grade or obstruct any swale or drainage way whether in an Easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way.

(e) No Owner shall or will at any time alter the grade of any Lot from that which is naturally occurring on that Lot at the time the site development improvements have been completed by the Declarant unless and until the Owner shall first obtain the written approval of the Village Engineer for such grade alteration. In order to obtain this approval, it shall first be necessary for the Owner, at the Owner's expense, to have prepared a grading plan which shows in detail the area to be re-graded, the existing and proposed topography, analyzes the effects of site drainage, states that the effects on site drainage will not be in violation of law as to alteration of natural drainage courses, and is a plan which does not unreasonably affect an adjacent property owner with respect to drainage or their viewing of unreasonable slope treatment. The Village Engineer's approval, if granted shall not relieve the Owner from the ultimate responsibility for the design, performance, and function of the grade alteration and/or drainage condition, and the Owner by requesting the alteration, and/or altering the grade, thereby agrees to indemnify and hold harmless the Village and its agents, employees and independent contractors regarding the same. The Declarant and/or the Village 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 property owner is responsible for the cost of the same.

4.13 Driveways. All driveways shall be poured concrete or asphalt and shall be installed no later than twelve (12) months from occupancy. No permanent gravel drive will be permitted.

4.14 Swimming Pools. All swimming pools shall be approved by the Committee and shall comply with all state and local requirements. Above-ground swimming pools shall not be permitted on any Lot. Pools shall be completely enclosed by a wall or fence of a minimum of four foot (4') elevation, with a self-closing or self-latching gate or door (at the top of such gate or door) with at least four feet (4') clearance between the fence and the pool. Owner is responsible for complying with applicable Village and State of Wisconsin codes and ordinances to ensure conformance to size, setbacks and any other requirements.

4.15 Mobile and Other Manufactured Homes. Mobile and manufactured homes are not permitted. The Committee may make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation and building material requirements are met and, in the opinion of the Committee, the finished quality of the improvements will be comparable to a stick-built house constructed on the building site, piece by piece and compatible with other homes within the Lots.

4.16 Division of Lots by Owners. No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the subdivision of lands.

4.17 Variances. The Committee, along with the Village of Merton, is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

4.18 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any Improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the Drawings previously approved by the Committee.

4.19 Installation by Declarant. If Declarant, in its discretion, installs, performs or pays for any other matter required herein on behalf of any Owner, it shall not be deemed a waiver of any of the requirements herein as to any other Lot or Owner and shall not obligate Declarant to perform the same action on any other Lot, for any other Owner, or on any subsequent occasion.

4.20 Village Codes and Ordinances. All items in this Article 4 shall be subject to Village codes and ordinances, as may be modified from time to time.

ARTICLE 5 USE RESTRICTIONS

5.1 Single-Family Residences. Each Lot shall be occupied and used only for single family residential purposes, except as provided in Section 5.2. The term “*residential purposes*” includes only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation. No garage or other mobile or accessory structure shall be used for temporary or permanent living or sleeping for family or guests without prior approval of the Committee.

5.2 Home Business. A Dwelling may be used for one or more home-businesses if the Owner obtains the prior written approval of the Committee, which may be withheld in the Committee’s sole, absolute, and subjective discretion. A home-business shall only be approved if the home business has no (zero) employees other than immediate family members, and the home-business has no outside client, vendor or customer sales occurring at the Dwelling. No trade or business shall be carried on anywhere in the Subdivision, except for (a) the incidental use of a Lot for personal business conducted by mail and telecommunications which does not burden the use of the Subdivision by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (b) the sale of Lots, subject to the other provisions hereof and any Rules related thereto, or (c) the establishment of offices by Declarant or its agents for sales of Lots or by the Association for conducting its affairs. These uses may require specific approval by the Village and must be in compliance with all Village codes, ordinances and regulations or receive a temporary use permit as authorized by the Village. Approval of a use by the Committee does not constitute approval by the Village or certification that the use complies with Village codes, ordinances and regulations.

5.3 Pets. Subject to Village codes, regulations, and ordinances, and applicable federal or state statutes, rules, regulations, or orders to the extent they supersede the restrictions of this Declaration, no animals, livestock or poultry shall be raised, bred or kept on any Lot, except that Pets shall be permitted provided they are not raised, bred and/or kept for commercial purposes and service animals and emotional support animals shall be permitted to the extent permitted by applicable municipal ordinances and applicable federal or state statutes, rules, regulations, or

orders to the extent they supersede the restrictions of this Declaration. An Owner or Occupant may keep no more than three (3) Pets per Lot on the conditions that:

- (a) the Pet is not permitted on any of the Common Areas while unattended or unleashed; and
- (b) the Pet is licensed by the Village or appropriate licensing authority, if required under applicable ordinances; and
- (c) the Pet must immediately and permanently be removed from the Property if, in the sole judgment of the Board or Village, the Pet is or becomes offensive, a nuisance or harmful in any way to the Property or any Owner or Occupant, or otherwise violates the terms of this Section or any Rules adopted relating to Pets; and
- (d) the Pet is subject to such rules as the Association may adopt from time to time on the subject; and
- (e) possession of Pets is a privilege which may be revoked and shall not be considered a property right.

5.4 Vehicles. No outdoor parking of vehicles shall be permitted on the Lots for more than twenty-four (24) consecutive hours, without the express prior consent of the Board, except for periods not to exceed sixty consecutive (60) days in any given year or as otherwise permitted by the Committee on a case by case basis. No person shall occupy, park or otherwise use a vehicle so as to block access to a Lot. Storage or parking of trailers, campers, camping trucks, boats or other marine craft, horse or boat trailers, motorcycles, mopeds, motorized bicycles, vehicles licensed as recreational vehicles or commercial vehicles, snowmobiles, all-terrain vehicles, inoperative or unlicensed vehicles or the like shall not be permitted on a Lot, except (i) in a garage, (ii) in the case of recreational vehicles, commercial vehicles, campers, trailers, and boats, outside of a garage for no longer than twenty-four (24) hours in a one week period (except that such items may be parked outside of a garage on a Lot for a single period not to exceed five (5) consecutive days in any given month); or (iii) outside parking on a case-by-case basis as approved by the Committee.

5.5 Waste. Accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Garbage containers stored outside during initial construction or remodeling shall be situated only in locations designated by the Association. Lots shall be kept free of debris during construction of Improvements thereon by maintenance of a dumpster on-site. The refuse and garbage receptacles for each occupied Dwelling shall be stored in the Dwelling or its garage, except for a period of twelve (12) hours prior to and following the scheduled garbage pickup. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5.6 Temporary Structures. No structure, trailer, shack or barn, temporary or otherwise, shall be placed or maintained on any portion of a Lot or Common Area without written approval of the Committee, except for construction trailers maintained by Declarant and its successors and assigns, or the Association.

5.7 Quiet Enjoyment. Each Owner shall have the right to use its property in accordance with this Declaration and applicable law, free from unreasonable interference from

any other Owner, Occupant and other invitee. No person shall cause or permit the Common Areas to be used so as to deny any Owner or Occupant the full use of the Common Areas except as permitted by the Association under Article 6 or in accordance with the Rules.

5.8 Noxious Activity. No noxious or offensive trade or activity shall be carried on which may be or will become a nuisance to the neighborhood. All areas of the Lot not used as a Building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to Drawings previously approved by the Committee under Article 3.

5.9 Patios and Balconies. Patios, decks and balconies of Buildings on Lots shall be kept in good condition and maintained in a quality similar to that of any Building on the Lot.

5.10 Signs. No Owner or Occupant may erect, post or display posters, Signs or advertising material on the Common Areas, anywhere on a Lot, or at locations within a Building which are visible from the public streets or Common Areas without the prior written consent of the Board, except (a) Declarant may do so without such approval, and (b) an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the sale of a Lot. The Board may at its discretion, in particular circumstances or in general, delegate its right to consent under this Section to the Committee described in Article 3. Where Board consent is sought and obtained, the permitted Signs will be erected and maintained in accordance with all ordinances, rules, regulations and conditions applicable thereto. “**Signs**” as used herein shall be construed and interpreted in the broadest possible sense, and shall include any placard, posters or other such devices as may be affixed to the interior of any exterior windows so as to be visible from the exterior of the Building. Signs within easements or the public right-of-ways shall be prohibited except for government traffic control and directional signage and Village-approved subdivision identification signs.

5.11 Parade of Homes. While the Declarant retains ownership of any Lots within the Property, the Declarant reserves the right to submit some or all of said Lots and related Outlots as a site for the Parade of Homes of the Metropolitan Builders Association. In the event some or all of said Lots and related outlots are selected as a site for the Parade of Homes by the Metropolitan Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the Lots and outlots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the commencement of the Parade of Homes and ending forty-eight (48) hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Metropolitan Builders Association to hold its Parade of Homes at the Property, pursuant to the then current Parade of Homes Rules and Declarant’s Checklist of the Metropolitan Builders Association. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration by Declarant, the Metropolitan Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above.

5.12 Compliance with Laws; Environmental Matters. Each Owner and Occupant shall comply with all applicable governmental or Association statutes, ordinances, regulations or rules,

including but not limited to, Village ordinances. Such applicable laws include, but are not limited to, those relating to the storage, transport and release to, from, on or in such Lot of any substance or compound governed by any one or more State of Wisconsin Statutes; Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”); Toxic Substances Control Act (“**TOCSA**”); Resource Conservation and Recovery Act (“**RCRA**”); Village ordinances; and similar laws relating to the storage, transport or release of substances, compounds or recyclable materials, all as in effect from time to time.

5.13 Obstructions. Unless installed by the Declarant or the Association, no playground equipment, bicycle racks or other equipment or material may be placed on the Common Areas.

5.14 Sidewalk and Terrace Maintenance. Each Owner shall be responsible for snow removal from the sidewalks adjoining such Owner’s Lot, and for mowing the grass located within any public right-of-way adjacent to such Owner’s Lot, whether or not the Lot has direct vehicular access to the right-of-way.

5.15 Antennae / Solar Panels / Lighting / Miscellaneous Fixtures. Except to the extent that this Section is in conflict with any federal law or regulation, no exterior antennas or satellite dishes greater than twenty (20) inches in diameter shall be permitted on any structure or Lot unless approved in writing in advance by the Declarant or the Committee. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the Lot on which the light is located. Each Owner shall install and maintain a yard light in the front of each Dwelling. A uniform light post of a type required by the developer, which light shall be a dawn to dusk light, operated by a photoelectric system to ensure its operation from dawn to dusk, shall be placed as determined by the Committee. Said placement shall be as close to the road right-of-way as possible without being in the road right-of-way.

5.16 Construction Period Provisions. The Committee or the Declarant may waive any provision of this Declaration in order to promote orderly and efficient construction on the Lots, may limit or regulate the storage, delivery and moving of construction materials, and may establish one or more areas outside of the Lot on which construction is occurring for the storage and delivery of construction materials, excavated earth or fill, and may permit or require Owners to use the designated areas for construction purposes. The Owners may not use streets or the Common Areas for construction storage without the consent of the Declarant or the Committee. The streets and Common Areas shall be kept in clean, unobstructed condition during construction. Declarant may charge each builder a fee upon purchase of a Lot to defray the cost of street and Common Area cleaning during construction.

ARTICLE 6 ASSOCIATION OF OWNERS

6.1 Administration. Declarant shall establish the Association, which shall be incorporated as a Wisconsin nonstock corporation, and shall adopt Bylaws for its governance and administration of the Common Areas and Common Improvements. The Board may, but need not, from time to time adopt and amend Rules that are binding on all Owners and Occupants. The Board shall administer and enforce the Common Areas, the Rules, the provisions of this Declaration and the Bylaws, and all other uses of and restrictions on the Property such as easements. The Association shall have the power to levy assessments against the Owners, which may be based on the benefit of the expenditures to the Lots and which need not be equal. Until

the establishment of the Association, all powers of the Association shall be exercised by Declarant.

6.2 Membership and Voting. Effective as of the date of purchase or creation of a Lot, each Owner shall be a member of the Association. In the Association, the Owner(s) of each Lot shall be entitled to one vote for each Lot owned. If one or more Lots change their status to some other form of ownership, the votes appurtenant to each original Lot shall not be changed. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association under Article 7 of this Declaration.

6.3 Control of Association. Declarant shall have the right to appoint and remove Directors of the Association and to exercise any and all powers and responsibilities assigned to the Association, the Board, or its officers, by the Articles of Incorporation, Bylaws, this Declaration or the Wisconsin Nonstock Corporation Law (as amended from time to time), which rights shall expire upon the earlier of: (a) thirty (30) days from Declarant's conveyance of the final Lot to an Owner who has been granted an occupancy permit and intends to reside on the Lot; (b) fifteen (15) years from the date of this Declaration; or (c) Declarant's election to waive its rights to control the Association. Upon Declarant's surrender of its rights to control the Association as provided above, the Directors shall be elected by the majority vote of the Owners within the Subdivision. For the avoidance of doubt, for purposes of this Section a "bulk" or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a conveyance for purposes of (a) above.

6.4 Management. The Association may employ a professional management agent or company to assist in carrying out its duties regarding the Common Areas, the Common Improvements, and this Declaration, with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable by the Board, without cause, upon 90-day notice without payment of any penalty.

6.5 Enforcement / Attorneys' Fees. Declarant and the Association shall have the right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both. If the Declarant or Association initiates a suit or action to enforce the provisions of this Declaration, the Declarant or Association shall be entitled to recover its court costs and actual, reasonable attorneys' fees from the offending party.

ARTICLE 7 ASSESSMENTS

7.1 Deposit. In addition to the Lot purchase price, each Owner will deposit an initial fee with the Association as an initial assessment; amount as stated in the purchase documents. The deposit must be made at the time of closing of the initial purchase of the Lot by an Owner intending to occupy a home on such Lot.

7.2 Assessments. The Association shall have the power to levy an annual assessment against each Lot for the purpose of defraying, in whole or in part, the costs incurred by the Association, and to fund capital accounts. Such annual assessment shall be levied by the Association as of March 1st of each year, and a statement for such amount shall be mailed to the owner of each Lot as of such date and shall be payable on or before March 31st of each year. The

Association may from time to time permit the payment of the annual assessment on a monthly or other basis, but the entire assessment remains due.

7.3 Budget. The Association shall annually adopt a budget of common expenses and levy assessments on the Lots based on such budget as provided above, subject to the limitations herein. The budget shall include amounts representing assessments that are bad debts, and a reserve for contingencies and replacements, and may include a replacement reserve for any other purpose determined by the Board in its reasonable discretion, which in each case shall constitute part of the general assessments. Until a new budget is adopted, the prior year's budget shall remain in effect.

7.4 Collection. The Association may delegate to a third party manager or collection agent the authority to collect any assessments.

7.5 Special Assessments; Fines. The Association may also levy: (a) special assessments on all Lots for any purpose for which a general assessment or special assessment may be levied; or (b) fines on particular Owners for the purpose of collecting any amounts due the Association or enforcing compliance by such Owners with any provision of this Declaration, the Bylaws or any Rules. The Board may adopt a rule to impose uniform charges for services which the Association provides related to transfer of Lots, review of proposals under Article 3, and the like. The Board may adopt an initial budget showing the anticipated amounts necessary to cover common expenses.

7.6 Installments; Late Payments. General assessments shall be levied on an annual basis, but shall be due and payable on March 31st, or as determined by the Board from time to time and as set forth herein. Special assessments shall be due and payable at such time and in such manner as the Board may determine. If an assessment is not paid when due then such assessment shall become delinquent and shall accrue interest at the rate of twelve percent (12%) per annum until the assessment is paid in full. Any assessment or installment of an assessment not paid within ten (10) days of its due date may also be subject to a late charge and/or interest as set forth in the Bylaws and/or in the Rules.

7.7 Enforcement; Liens. All general and special assessments which are not paid when due shall constitute a lien on the Lot; and shall be collectible and enforceable by the Association by suit against the Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. The Association shall have the exclusive right and power to collect or enforce collection of all general and special assessments and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. The Association may bring an action at law against any Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Lot (in the same manner and method as an action to foreclose a real estate mortgage). The Association may purchase a property upon foreclosure of its lien. Under Section 6.2 an Owner delinquent in payments may in some cases not be permitted to vote on matters before the membership of the Association.

7.8 Association Statements. Within five (5) business days of written request from an Owner or a Mortgagee, the Association shall provide a letter stating the existence and amount of

outstanding general or special assessments against the Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such property.

7.9 Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessments in excess of the amount in the statement. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from collecting any unpaid assessments of the grantor from the grantee.

7.10 Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE 8 FUTURE PHASES

8.1 Future Phases. Declarant expressly reserves unto itself, its successors and assigns the right to expand the Subdivision, in one or more phases, by adding to the Subdivision all or a portion of certain unplatted land which is adjacent to the Subdivision. Any such Future Phases shall be in the sole discretion of the Declarant. No Owner or other person shall have the right to require any such expansion, and the Declarant shall not need the consent or approval of any Owner for any such expansion or to amend this Declaration to incorporate such expansion.

8.2 Effective Time of Expansion. The Subdivision shall be deemed expanded when an amendment to this Declaration and a subsequent subdivision plat are recorded in the Waukesha County Register of Deeds' Office creating and adding such Future Phase(s) to the Subdivision. At such time that said amendment and subdivision plat are recorded, each Owner of a lot in the applicable future phase shall be a member of the Stone Ridge at Merton Homeowners Association, Inc.

8.3 Future Outlots / Amenities. As part of any Future Phase, the Declarant may, but is not required to, include outlots that may be used for private alleys, amenities, stormwater infiltration and/or other uses benefitting some or all of the Lots and lots in the Future Phase(s). The Declarant expressly reserves unto itself, its successors and assigns the right to convey such future outlots to the Association. Once an outlot is conveyed to the Association, the Association shall be responsible for the repair, maintenance, replacement and appearance of the outlot, including, without limitation, responsibility for breakage, damage, malfunction or ordinary wear and tear, obsolescence, landscaping, gardening, snow removal, painting, cleaning and decorating. The cost of such repair, maintenance and replacement shall be common expenses allocated to all of the Lots.

ARTICLE 9 MAINTENANCE AND ALTERATIONS

9.1 Owner Responsibility. Each Owner or Occupant shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas or Common Improvements damaged through the fault or negligence of such Owner or Occupant or such Owner's or Occupant's family, guests, invitees or tenants. Each Owner shall, at the Owner's cost, even if no Dwelling has been constructed by such Owner, maintain the yard, including the cutting of grass and snow removal from driveways and, if any, sidewalks, in an orderly and neat manner and shall maintain all structures on the Lot in good repair and condition.

9.2 Association Responsibility. The Association shall maintain in good condition and repair, including snow removal, replace and operate all of the Common Areas and Common Improvements, including easements, landscaping, trees and plantings in the Common Areas and trimming of such landscaping, and maintaining the Common Areas in conformity with the applicable Storm Water Maintenance Agreement. The Association may, in its discretion, install additional Common Improvements in the Common Areas. Each Owner shall be responsible for its share of the cost for such activities.

9.3 Alterations and Maintenance. Landscaping, berms, grading, drainage pathways, Common Improvements or other improvements in the Common Areas may not be removed or substantially altered without written approval by the Association, Village Engineer and the Village Plan Commission, as may be required. Maintenance and minor alterations of these improvements are allowed, such as the removal/repair of damaged structures, pruning of trees, replacement of ground cover, and repair or replacement of the fencing and other structures. Owners are encouraged to remove trash and debris and should report any unauthorized use within the Common Areas or Common Improvements to the Association.

ARTICLE 10 SPECIAL FEATURES

10.1 Easements. As provided on the Plat, there are easements located on various Lots for storm water utilities, overland storm water flow, underground utilities, and other items. These easements allow access by the Village, Association, Committee or other entity to maintain, repair and access the Lots affected by such Easements as may be required from time to time.

10.2 Isolated Natural Resource Areas. As provided on the Plat, there are certain areas located within the Subdivision designated as Isolated Natural Resource Areas ("*INRAs*"), and such areas are subject to the following additional restrictions: (a) grading, filling and removal of topsoil or other earthen materials within INRAs are prohibited, unless specifically authorized by the Village and, if applicable, the Southeastern Wisconsin Regional Planning Commission, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers; (b) the removal or destruction of any vegetative cover from INRAs is prohibited, with the exception that invasive, dead, diseased, or dying vegetation may be removed at the discretion of the Owner on whose Lot such vegetation is located, and with the approval from the Southeastern Wisconsin Regional Planning Commission; (c) the introduction of plant material not indigenous to the existing environment is prohibited into INRAs; and (d) construction of Buildings in INRAs is prohibited.

10.3 Dedication of Outlots to Village. Certain Outlots, as shown on the Plat, must be dedicated to the Village to be used by the Village as public parks. Declarant shall have the right, at any time during the period of Declarant control, to dedicate any such Outlots to the Village for such purposes. Dedication of such Outlots shall occur at the time a final plat referencing and providing for such dedication is recorded with the Waukesha County Register of Deeds.

10.4 Shared Driveways. Lots 7 and 8; Lots 9 and 10; Lots 11 and 12; Lots 13 and 14 are subject to shared driveways between such Lots as shown on the Plat, and are subject to separately recorded Joint Driveway Agreements. Vehicular access from all of such Lots shall be restricted to the shared driveways.

ARTICLE 11 INSURANCE

11.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Areas and with respect to Common Improvements not in the Common Areas, all-risk casualty insurance coverage on all Common Improvements, and such other policies and/or coverage as the Board deems necessary or advisable, such as fidelity insurance for Association officers handling funds of the Association.

11.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an “agreed amount” and a “replacement cost” endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

11.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association in order to finance construction of damaged Common Areas or Common Improvements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

11.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a general assessment.

11.5 Waiver. The Association and, by acceptance of a conveyance to a Lot or the use thereof, or any portion thereof or interest therein, each Owner or Occupant acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however the loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

11.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in any of the Association Insurance, or do or

permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (a) result in termination of any such policies, (b) adversely affect the right of recovery thereunder, (c) result in reputable insurance companies refusing to provide such insurance, or (d) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, unless, in the case of such increase, the Owner or Occupant responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance shall be increased by reason of (1) the size, design or composition of a Building, or (2) anything done or kept in a property subject to this Declaration, or (3) the failure of an Owner or Occupant to comply with Association Insurance requirements, or (4) the failure of any such Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner or Occupant shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular property involved.

11.7 Exclusions From Coverage. Association Insurance coverage shall exclude (a) coverage on any home or personal property located within or pertaining to the exclusive use of an Owner except to the extent included as a standard coverage in the policy of Association Insurance; and (b) liability coverage on an Owner or Occupant, its guests, invitee, employees or tenants, arising out of any occurrences within a Lot and/or relating in any way to an Owner's or Occupant's personal property. It is the sole responsibility of each Owner or Occupant to obtain such insurance coverage as are excluded from Association Insurance.

ARTICLE 12 AMENDMENT OF DECLARATION

12.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of at least sixty-seven percent (67%) of the total votes of the Association then entitled to vote. Regardless of the manner of adoption, no amendment shall adversely affect a special right or easement reserved to Declarant under this Declaration, or the rights of Mortgagees under Article 13, without the express written consent of Declarant or Mortgagee, as applicable. Notwithstanding the foregoing, Declarant reserves the right to unilaterally amend the Declaration until one (1) year after one hundred percent (100%) of the then existing Lots have been sold to Owners intending to reside thereon and occupancy permits have been granted for each Lot. During such period, Declarant may also enter into other agreements on behalf of the Association or Owners for purposes of easements and/or other items necessary for the orderly operation and maintenance of the Subdivision and/or Association. Any amendment will require Village approval. Any amendments that are recorded without Village approval shall be null and void.

12.2 Procedures. Except with respect to an amendment by Declarant, amendments to this Declaration shall be prepared and executed by the president of the Association and shall become effective when approved by the Village of Merton and recorded in the office of the Register of Deeds. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

**ARTICLE 13
RIGHTS OF MORTGAGE HOLDERS**

13.1 Notice. Any Mortgage holder, insurer or guarantor of a Mortgage encumbering a Lot that submits a written request to the Association, identifying the name and address of such holder, insurer or guarantor and the Lot involved, will be entitled to timely written notice of:

- (a) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Lot on which it holds a Mortgage or any breach of the provisions of any of the Documents which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;
- (b) A lapse, cancellation or material modification of any Association Insurance; and
- (c) Any proposed action that requires the consent of a Mortgage holder.

13.2 Mortgagee Acquisition of Lot. A Mortgagee acquiring title to a Lot pursuant to remedies provided in its Mortgage, or by a deed in lieu of foreclosure following an Owner's default under the Mortgage, shall not be liable for such Lot's unpaid assessments under this Declaration accruing prior to the Mortgagee's acquisition of title to such Lot (except to the extent unpaid assessments are included in subsequent budgets generally), but shall ensure that any such prior delinquent assessments are paid upon transfer of the Lot to a third party.

**ARTICLE 14
RIGHTS OF DECLARANT**

14.1 Reserved Rights. Prior to the sale of all Lots by Declarant and occupancy permits granted for all Lots, Declarant:

- (a) May use the Common Areas and any unsold Lots in any manner as may facilitate the sale of Lots including, but not limited to, maintaining a sales and/or rental offices, model homes and signs and/or showing the Lots. Declarant may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Declarant may impose) to persons desiring to construct Buildings on particular Lots as model homes.
- (b) shall have the right to (1) grant easements upon, over, through and across the Lots (limited to the ten (10) feet area adjacent to each Lot line), which rights shall expire one (1) year after conveyance of a Lot by Declarant, and the Common Areas as may be required in Declarant's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, or for drainage, grading, or public purposes including, but not limited to, cable television or master antenna service, if any, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any Buildings, and (2) grant easements upon, over, through or across the Common Areas for ingress and egress and maintenance and replacement thereof, to and from, and within, the Property and other real property adjacent to it.
- (c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

For purposes of this Section, a “bulk” or multi-Lot conveyance to a party who is not intending to occupy the property conveyed shall not be considered a “sale” for purposes of this Section 14.1.

ARTICLE 15 REMEDIES

15.1 General Remedies. If any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, such Owner or Occupant shall be liable for damages, subject to injunctive relief (including an order requiring the removal at the Owner’s expense of Buildings or Improvements constructed without Committee approval), subject to any other remedy provided by the Bylaws or at law, or all of the above, as a result of such noncompliance. The Association or, in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

15.2 Owner or Occupant Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to comply with this Declaration, the Bylaws, or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association or the Village, then the Association or the Village shall have the right, but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or commence litigation, arbitration or other proceeding or other action as the Association or the Village deems necessary or appropriate, in its sole discretion. Expenses incurred therefor by the Association or by the Village shall be assessed against the Owner or Occupant and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 7 of this Declaration. Once the Association or the Village has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner or Occupant.

ARTICLE 16 EASEMENTS

16.1 Right of Entry. A right of entry to each Lot or Common Area is reserved to the Association to service utility installations located on, in or under such Lot or Common Area provided request for entry is made in advance and such entry is limited in scope so as to extend only as is reasonably necessary to service such utility installations. In case of emergency, entry by the Association onto any such Lot or Common Area may be made immediately, whether the Owner or Occupant of such Lot or Common Area is or is not present and without liability of the Association or its agents if such entry is necessary for the safety or welfare of persons or property. Any damage or loss caused as a result of such emergency entry shall be the sole expense of the Owner or Occupant if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Common Area Easements. The Association or Declarant may grant easements over and through the Common Areas for such purposes as the Board deems reasonable for the benefit of the Owners.

ARTICLE 17 TERMINATION

17.1 Termination. This Declaration shall be in effect for a period of twenty-five (25) years and automatically renewed for successive periods of ten (10) years each, unless terminated at the end of the original or any extended term by: (i) Declarant (if during the period of Declarant control of the Association), or (ii) the written consent of the Owners of not less than ninety percent (90%) of the aggregate of the then existing Lots provided that no vote shall effect an amendment to or termination of any provision hereof conferring on or reserving a special right or easement to Declarant without the express written consent of Declarant, as appropriate. Voluntary termination of this Declaration must be express and shall be effective upon recording a written instrument to such effect in the office of the Register of Deeds. If the Owners decide to terminate the Association, a maintenance and operation plan for the Common Areas shall be presented and approved by the Village prior to such termination. Nothing provided in this Section, by itself, terminates or shall be interpreted to authorize termination of any drainage easements or other restriction herein that affects an interest in real estate while the record title to the real estate or any interest in the real estate remains in the State of Wisconsin or a political subdivision or municipal corporation of the State of Wisconsin, including the Village, and the duration of any such restriction shall be unlimited and perpetual, unless terminated by the benefitted political subdivision by record document.

ARTICLE 18 CONSTRUCTION AND EFFECT

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

18.2 Including. Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

18.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

18.4 Remedies. All remedies herein are cumulative.

18.5 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

18.6 Other Regulation. Nothing herein shall preclude or restrict Declarant recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Declarant owns at the time of recordation.

18.7 Conflict. In the event any covenant or provision of this Declaration is in conflict with any ordinance, code or law of the Village or other governmental authority having jurisdiction, the governing authority shall control and supersede that provision of the

Declaration. All remaining covenants and provisions of this Declaration shall remain in full force and effect.

18.8 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

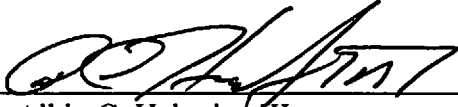
18.9 Nonforfeiture. Any violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot in the Subdivision.

18.10 Assignability of Declarant's Rights. Declarant may, by written recorded assignment, transfer its rights as Declarant under this Declaration to any person who, effective upon the recording of the assignment, shall be the Declarant for all purposes under this Declaration.

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Executed on August 31, 2021.

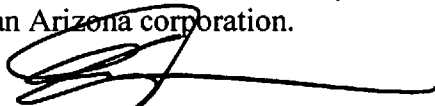
TRI-QUIST, INC.

By: 
Name: Albin C. Halquist, III
Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

The foregoing instrument was acknowledged before me this 31st day of August, 2021 by Albin C. Halquist, III, President of Tri-Quist, Inc., an Arizona corporation.


Name: Donald J. Murn
Notary Public, State of Wisconsin
My Commission: is permanent

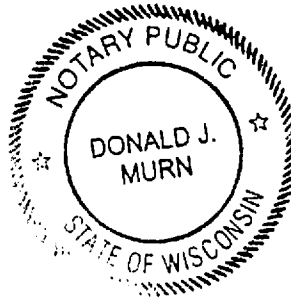
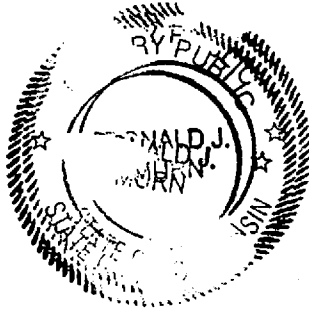


EXHIBIT A

Legal Description

Part of Lot 1 of Certified Survey Map No. 5466 and lands in the Southwest 1/4 of the Northwest 1/4 of Section 30, T.8N., R.19E., and the Southeast 1/4 of the Northeast 1/4 of Section 25, T.8N., R.18E., Village of Merton, Waukesha County Wisconsin bounded and described as follows:

Beginning at the East 1/4 corner of Section 25; thence S88°58'51"W along the South line of the Northeast 1/4 of Section 25 a distance of 1314.22 feet; thence N00°30'16"E, 1326.00 feet; thence N88°59'54"E, 34.77 feet to the Southwest corner of Lot 1 of Certified Survey Map No. 5466; thence S00°06'12"E, 3.22 feet; thence N88°59'54"E, 771.70 feet; thence S00°53'38"E, 147.15 feet; thence N89°04'54"E, 290.33 feet; thence N00°59'00"W, 153.21 feet; thence N89°37'55"E, 218.46 feet; thence N89°10'39"E, 665.49 feet; thence S00°45'29"W, 179.78 feet; thence S58°53'21"W, 337.53 feet; thence S33°00'59"W, 179.53 feet; thence N46°05'31"W, 49.48 feet; thence N86°16'23"W, 744.34 feet; thence S44°50'10"W, 248.79 feet; thence S00°32'14"W, 384.05 feet; thence N88°58'51"E, 732.30 feet; thence S00°32'14"W, 364.60 feet to the South line of the Northwest 1/4 of Section 30; thence S88°56'54"W along said South line 60.02 feet to the point of beginning.

Tax Key No's: MV 0262.998.005; MV 0385.995.002 (part of both)

EXHIBIT B

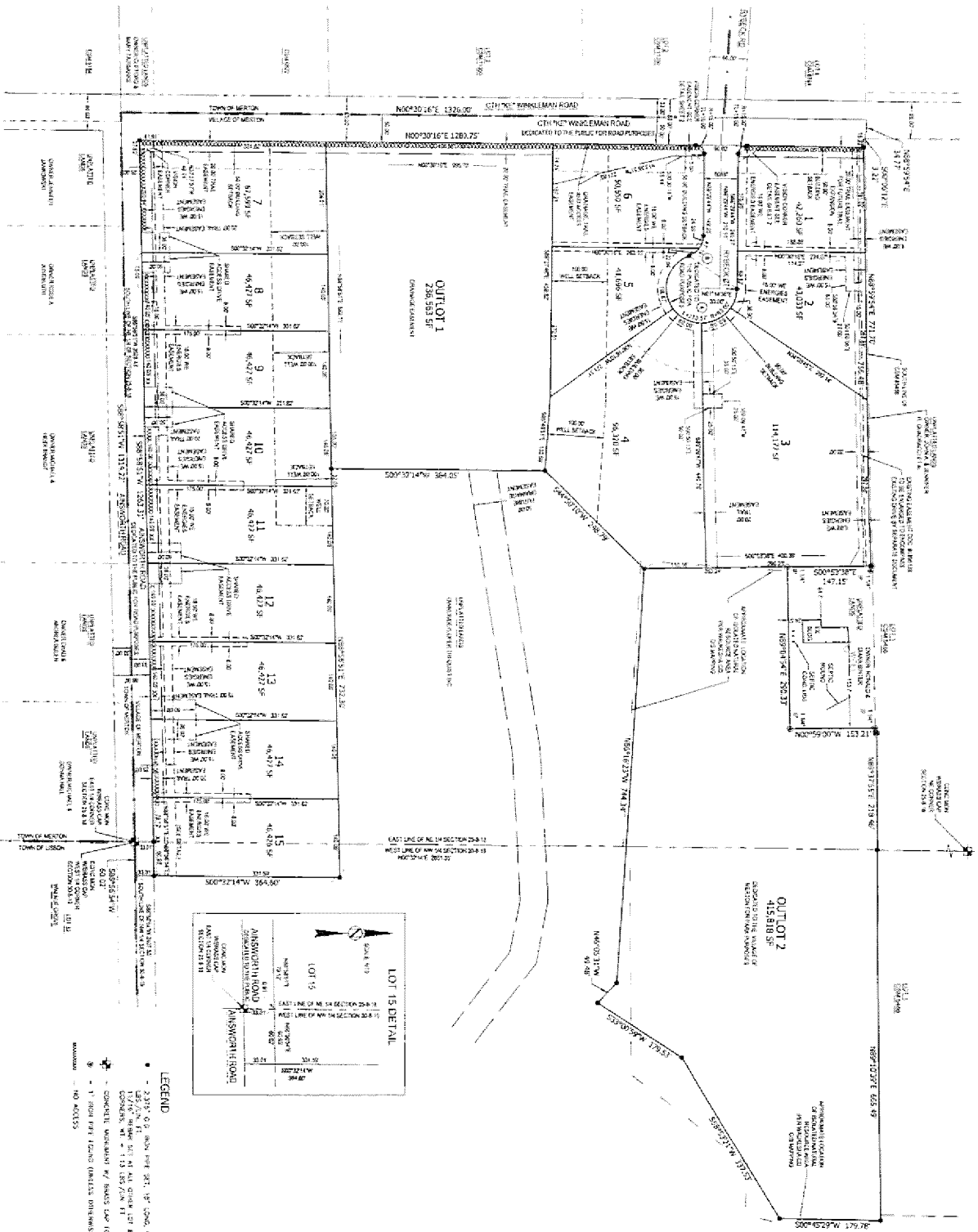
Final Plat of Stone Ridge at Merton

SURVEYOR:
 KEITH A. HANFORD, PLS. S-2662
 5601 W. BIRCH AVE.
 SUITE 100
 SCOTTSDALE, AZ 85253
 (480) 948-6910
 KHA@HANFORDSURVEYING.COM

SURVEY FOR:
 5640 E. CHANDLER CITY ROAD
 SCOTTSDALE, AZ 85255
 (602) 368-9386

STONE RIDGE OF MERTON

BEING A PART LOT 1 OF CERTIFIED SURVEY MAP NO. 5466 AND LANDS IN THE SE 1/4 OF THE NE 1/4 OF SECTION 25, T.9N., R.18E. AND THE SW 1/4 OF THE NW 1/4 OF SECTION 20, T.8N., R.19E., VILLAGE OF MERTON, WAUKESHA COUNTY, WISCONSIN.



READERS ARE REFERENCED TO THE MERTON TOWN AND VILLAGE ORDINANCES AND CHAPTERS 189 AND 189A OF THE WISCONSI STATUTES AND THE WISCONSI ZONING ORDINANCES FOR THE VILLAGE OF MERTON, WISCONSIN, TO DETERMINE THE APPLICABLE ZONING AND ORDINANCES FOR THIS PROJECT AND TO DETERMINE THE NECESSARY PERMITS AND REGULATIONS.



There are no objections to this plat with respect to
 s. 236.15, 236.16, 236.20 and 236.21 (1) and (2) Wis
 Stats. as provided by s. 236.12, Wis. Stats.

Certified: *Keith A. Hanford*
 July 28, 2021
 Department of Administration



LEGEND

- 2.25" O.D. 1/2" DIA. SP. ST. 1" DIA. W. x 1.5" H.
- 2.25" O.D. 1/2" DIA. SP. ST. 1" DIA. W. x 1.5" H.
- 2.25" O.D. 1/2" DIA. SP. ST. 1" DIA. W. x 1.5" H.
- CONCRETE CURB AND GUTTER 2" HIGH x 12" WIDE
- TYPICAL FRONT/REAR/DRIVEWAY DRIVEWAYS EXPLODED
- NO ACCESS

SURVEYOR:
KATHI A. KROBON, PLS. S-2022
501 MAPLE AVE.
OBDOLTA, WI 53059
KROBON@SEHINC.COM

SURVEY FOR:
PACIFIC COUNTRY CLUB TRAIL,
2346 E. COUNTRY CLUB TRAIL,
SCOTTSDALE, AZ 85253
(602) 359-8288

STONE RIDGE OF MERTON

BEING A PART LOT 1 OF CERTIFIED SURVEY MAP NO. 5466 AND LANDS IN THE SE 1/4 OF THE NE 1/4 OF SECTION 25, T.8N., R.18E. AND THE SW 1/4 OF THE NW 1/4 OF SECTION 30, T.8N., R.18E., VILLAGE OF MERTON, WAUKESHA COUNTY, WISCONSIN.

ISOLATED NATURAL RESOURCES AREA RESTRICTIONS

- Those areas depicted as isolated natural resources shall be subject to the following restrictions:
1. GRADING, FILLING AND REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS ARE PROHIBITED, UNLESS SPECIFICALLY AUTHORIZED BY THE MUNICIPALITY IN WHICH THE LAND IS LOCATED AND, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE WISCONSIN BOARD OF ENGINEERS.
 2. THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E. TREES, SHRUBS, GRASSES, ETC. IS PROHIBITED, WITH THE EXCEPTION THAT MINOR, LOCAL OBSTRUCTIONS OR OTHER VEGETATION MAY BE REMOVED, AT THE DISCRETION OF THE OWNER, ONLY FOR THE NECESSARY MAINTENANCE OF THE ISOLATED NATURAL RESOURCES AREA. THE RECOMMENDATION OF A FORESTER OR WILDLIFE AND WILDERNESS SPECIALIST SHALL BE FOLLOWED.
 3. GRADING OR DISTURBED MATERIAL, I.E. HORSES, COVER, ETC., IS PROHIBITED.
 4. THE INTRODUCTION OF PLANT MATERIAL NOT RESISTANT TO THE EXISTING ENVIRONMENT IS PROHIBITED.
 5. PONDS ARE PROHIBITED UNLESS DESIGNED TO ENHANCE THE NATURAL ENVIRONMENT. PONDS THAT MAY BE PERMITTED ARE SUBJECT TO THE APPROVAL OF THE MUNICIPALITY IN WHICH THEY ARE LOCATED, AND IF APPLICABLE, THE WISCONSIN BOARD OF ENGINEERS.
 6. THE CONSTRUCTION OF BUILDINGS IS PROHIBITED.

EASEMENTS

TREATMENT OF PRELIMINARY ACCESS/EASEMENTS AND EASEMENTS FOR STORM WATER COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION AND DECREASED OR OBTAINING STRUCTURES ARE ALLOWED IN THESE AREAS. NO GRADING OR FILLING IS ALLOWED IN THESE AREAS THAT WOULD IMPAIR STORM WATER FLOW IN ANY WAY. THE MAINTENANCE AGREEMENT SHALL BE FILED WITH THE COUNTY RECORDS AND A COPY OF THE MAINTENANCE AGREEMENT SHALL BE PROVIDED TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE WISCONSIN BOARD OF ENGINEERS ON ENTERING THE TERMS OF MAINTENANCE AGREEMENT.

ALL LANDS WITHIN AREAS LABELED "ACCESS EASEMENT" SHALL REMAIN CLEAR OF TREES, SHRUBS AND ANY STRUCTURES THAT MAY INTERFERE WITH THE FREE MOVEMENT OF VEHICLES THAT MAY BE REQUIRED TO ENTER THE AREA FOR MAINTENANCE PURPOSES. THE VALUE OF MERTON WAUKESHA COUNTY OR THEIR PEOPLE ARE AUTHORIZED ACCESS TO THESE AREAS FOR PURPOSES OF INSPECTING THE STORM WATER MANAGEMENT PRACTICES ON THE SITES OF THE ISOLATED NATURAL RESOURCES.

STORM WATER MANAGEMENT PRACTICE MAINTENANCE

THE PROVISIONS OF LOT 1 THROUGH 11 OF THE STORMWATER COLLECTION SUBDIVISION EACH SHALL EACH HOLD THE UNDEVELOPED DISTRICT OUTLOT 1 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. THESE ARE ONE OR MORE OF THE PROVISIONS OF LOT 1 THROUGH 11 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. THESE ARE ONE OR MORE OF THE PROVISIONS OF LOT 1 THROUGH 11 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED. THESE ARE ONE OR MORE OF THE PROVISIONS OF LOT 1 THROUGH 11 WHERE THE STORM WATER MANAGEMENT PRACTICES ARE LOCATED.

STORM WATER DAMAGE AREAS MAY NOT BE FILED

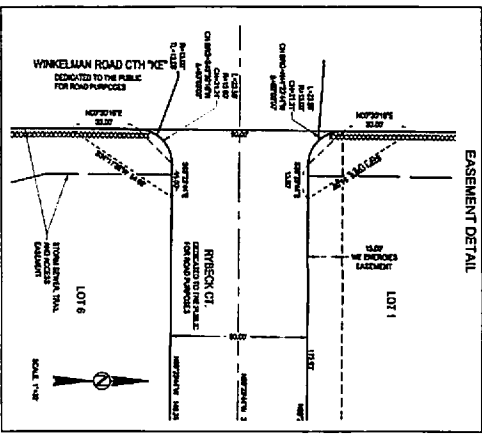
- 1) DAMAGE WATER DAMAGE AREAS MAY NOT BE FILED.
- 2) FINAL GRADE FOR SURFACE DRAINAGE EASEMENTS SHALL BE MAINTAINED.
- 3) NO INFILTRATION MAY BE PLACED UPON THE SURFACE WATER DRAINAGE EASEMENT AREAS.
- 4) EASEMENTS MAY NOT BE PLACED ON THE DRAINAGE EASEMENT AREAS.
- 5) LANDSCAPING SHALL BE RESTRICTED TO GRASS AND SHRUBS IN THESE AREAS. OTHER PLANTS WILL NOT BE ALLOWED.
- 6) LANDSCAPING SHALL BE RESTRICTED TO GRASS AND SHRUBS IN THESE AREAS. OTHER PLANTS WILL NOT BE ALLOWED.
- 7) WITHIN THE STORM SEWER & DRAINAGE EASEMENT AREAS, LANDSCAPING SHALL BE RESTRICTED TO GRASS AND SHRUBS IN THESE AREAS. OTHER PLANTS WILL NOT BE ALLOWED.

GENERAL NOTES:

1. LOT 1 THRU 11 OWNERS SHALL HAVE AN UNRECORDED EASEMENT OVER THE STORMWATER COLLECTION SUBDIVISION IN OUTLOT 1. THIS EASEMENT IS A FEASIBLE EASEMENT FOR THE COLLECTION, CONVEYANCE, TREATMENT OR INFILTRATION OF STORMWATER. THE OWNER OF ANY LOT ON OUTLOT 1 IN THE SUBDIVISION BY REASON OF TIME DEPRECIATION.
2. OUTLOT 1 IS ENTIRELY ENCOMPASSED BY A DRAINAGE EASEMENT.
3. THE SURVEYOR TAKES NO RESPONSIBILITY FOR ANY UNDERGROUND STRUCTURES OR BURIED UTILITIES ON ANY OTHER TIERED OF WHICH NO RECORDS CAN BE FOUND ON THE SURFACE BY A VISUAL INSPECTION. THE SURVEYOR WILL NOT ENTER ANY BUILDINGS OR ON OFF SITE.
4. THE SITE FILED WITHIN ZONE 4 AREAS OF MINIMAL FLOODING PER A FLOOD INSURANCE RATE MAP.
5. COMMUNITY PANEL NUMBER S14380000X-DATED NOVEMBER 5, 2014.
6. OUTLOT 2 IS DEDICATED TO THE VILLAGE OF MERTON FOR PARK PURPOSES.
7. ALL HOURS WITHIN THE SUBDIVISION ARE DEDICATED TO THE PUBLIC.
8. TOTAL AREA OF THIS PLOT 104,391 S.F. 3.70 AC.
9. PROPOSED ZONING FOR THIS PLOT IS R-1 (RESIDENTIAL DISTRICT) AND D-1 (PUBLIC AND SEMI-PUBLIC DISTRICT).
10. THERE SHALL BE NO DIRECT VEHICULAR ACCESS TO WINKELMAN ROAD, CTN. "E" FROM LOT 1, LOT 6, LOT 7 AND OUTLOT 1.
11. PER WAUKESHA COUNTY ESTABLISHED STREET AND HIGHWAY WIDTHWAY, WINKELMAN ROAD, CTN. "E" HAS A 50 FOOT PLANNED WIDTH.
12. THERE SHALL BE NO VEHICULAR ACCESS TO WASHINGTON ROAD FROM LOT 1 THROUGH 11 EXCEPT AT ACCESS POINT EASEMENTS ARE DEDICATED TO THE SHOWN. LOT OWNERS WHICH ARE MUTUALLY BENEFITED BY THE PARTICULAR EASEMENT WHICH INCORPORATES THEIR LOT. THESE EASEMENTS ARE LIMITED TO DRIVEWAY ACCESS ONLY. BE ALLOWED FOR EACH INDIVIDUAL LOT OR PROPERTIES DRIVEWAY ACCESS ONTO WASHINGTON ROAD FOR LOT 1 IS RESTRICTED TO ONE SINGLE DRIVEWAY TO BE LOCATED IN THE EASTERN 80.33 FEET OF FRONTAGE AS IDENTIFIED ON THIS PLOT.

Sub Area	Lot #	Elevation	Sub Area	Lot #	Elevation
1	1	208.12	6	6	208.12
2	2	208.12	7	7	208.12
3	3	208.12	8	8	208.12
4	4	208.12	9	9	208.12
5	5	208.12	10	10	208.12
6	6	208.12	11	11	208.12
7	7	208.12			
8	8	208.12			
9	9	208.12			
10	10	208.12			
11	11	208.12			
12	12	208.12			
13	13	208.12			
14	14	208.12			
15	15	208.12			
16	16	208.12			
17	17	208.12			
18	18	208.12			
19	19	208.12			
20	20	208.12			
21	21	208.12			
22	22	208.12			
23	23	208.12			
24	24	208.12			
25	25	208.12			

CURVE	CURVE #	RADIUS	DELTA	ARC DIST	CHORD DIST	CHORD BEARING	TAN BEARING 1	TAN BEARING 2
A	ROW	63.00	248°47'47"	213.57	103.87	S35°28'14"W	N07°09'57"W	S08°37'39"E
	LOT 2	63.00	33°33'24"	38.97	38.37	S72°10'57"E	S08°57'49"E	
	LOT 3	63.00	54°34'03"	60.00	67.76	S28°07'14"E		
	LOT 4	63.00	54°34'03"	60.00	67.76	S28°28'49"W	S33°43'50"W	
	LOT 5	63.00	108°38'17"	118.67	100.37	S73°19'10"E	N37°43'50"E	S07°09'52"E
B	ROW	39.00	89°19'52"	47.19	44.37	N54°49'46"W	N20°09'52"W	N08°28'44"W
	LOT 6	39.00	33°10'52"	22.64	22.35	N58°47'35"W	N20°09'52"W	N33°29'54"W
	LOT 6	39.00	38°03'05"	24.85	24.14	N17°27'49"W	N33°29'54"W	N08°28'44"W



NOTE:
IN THE VISION SETBACK AREA NO STRUCTURE OF ANY KIND SHALL BE PERMITTED WHICH EXCEEDS A HEIGHT OF TWO AND ONE-HALF (2 1/2) FEET ABOVE THE FINISHED GRADE. THE SETBACK SHALL BE MEASURED FROM THE REAR YARD LINE FOR NECESSARY HIGHWAY AND PLANTING STRIP, PUBLIC UTILITY LINES, OR REAR YARD LINE. ANY PLANT MATERIAL OR NATURAL GROWTH TO BE MAINTAINED SHOULD OBSCURE SAFE VISION OF THE APPROACHES TO THE INTERSECTION.

Certified July 28, 2021
Kathi A. Krobon
Professional Surveyor
Department of Administration



THIS INSTRUMENT DRAFTED BY DAPHNIE WILLIAMS

SEH INC. 414 E. LAKE STREET
501 MARKET STREET
MILWAUKEE, WI 53210-4321
PHONE: 414.448.8992
FAX: 414.448.8993
WWW.SEHINC.COM

These are modified to this plan with respect to 8.236.15, 236.16, 236.20 and 236.21 (1) and (2), Via Stats. as provided by s. 236.17, Wis. Stats.

Certified July 26, 2021

Renee M. Pankaj Department of Administration



STONE RIDGE OF MERTON BEING A PART LOT 1 OF CERTIFIED SURVEY MAP NO. 5466 AND LANDS IN THE SE 1/4 OF THE NE 1/4 OF SECTION 25, T.8N., R.18E., AND THE SW 1/4 OF THE NW 1/4 OF SECTION 30, T.8N., R.19E., VILLAGE OF MERTON, WALWESHA COUNTY, WISCONSIN.

CORPORATE OWNERS CERTIFICATE OF DEDICATION:

I, the undersigned, do hereby certify that the land described in the plan is the property of the Village of Merton, Wisconsin, and is dedicated to the public.

In-Witness Whereof, I have caused these presents to be signed by John Hengstler, Mayor of the Village of Merton, Wisconsin, and as a corporate seal to be hereunto affixed on this 3rd day of August, 2021.

- 1) Department of Administration 2) Walwasha County 3) Village of Merton

IN WITNESS WHEREOF, I have caused these presents to be signed by John Hengstler, Mayor of the Village of Merton, Wisconsin, and as a corporate seal to be hereunto affixed on this 3rd day of August, 2021.

John Hengstler Mayor



Walwasha County, Wisconsin By Commission Expires 9/18/2023

CONSENT OF CORPORATE MORTGAGEE:

I, the undersigned, do hereby certify that the property described herein is the property of the State of Wisconsin, and is dedicated to the public.

STATE OF WISCONSIN COUNTY OF WAUKESHA

Passing copy before me this 30th day of August, 2021, the undersigned, County Clerk of Walwasha County, Wisconsin, and as a corporate seal to be hereunto affixed on this 3rd day of August, 2021.

Mayor Public Merton

SURVEYOR: KENNETH A. KNOX, PLS S-5-2082 SEN INC 5400 WISCONSIN DR WISCONSIN (414) 848-0819 KNOXD@DPSHINC.COM

SURVEY FOR: THE QUAST INC. 6346 E. COUNTY CLUB TRAIL SCOTTSDALE, AZ 85253 (602) 588-6288

VILLAGE BOARD APPROVAL CERTIFICATE: I hereby certify that the plan of Stone Ridge of Merton, in the Village of Merton, Wisconsin, is hereby approved by the Village Board.

Date: 8/3/21 Signed: [Signature]

I hereby certify that the village is the sole owner of the land described in the plan of Stone Ridge of Merton, in the Village of Merton, Wisconsin.

PLAN COMMISSION APPROVAL CERTIFICATE: I hereby certify that the plan of Stone Ridge of Merton, in the Village of Merton, Wisconsin, is hereby approved by the Plan Commission.

Date: 8/3/21 Signed: [Signature]

CERTIFICATE OF VILLAGE TREASURER: I hereby certify that the village is the sole owner of the land described in the plan of Stone Ridge of Merton, in the Village of Merton, Wisconsin.

Date: 8-3-21 Signed: [Signature]

CERTIFICATE OF COUNTY TREASURER: I, Thomas Hennes, being duly sworn, qualified and acting Treasurer of Walwasha County, do hereby certify that the plan of Stone Ridge of Merton, in the Village of Merton, Wisconsin, is hereby approved by the County Board.

Date: August 4, 2021 Signed: [Signature]