

EXHIBIT A

Declaration of Restrictions

And

Homeowners Association

For

Stonefield Creek

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**DECLARATION OF RESTRICTIONS AND HOMEOWNERS ASSOCIATION
FOR STONEFIELD CREEK**

This Declaration is made this 5th day of June, 2003 by Concord 5, LLC (hereinafter called "**Developer**").

RECITATIONS

WHEREAS, Developer owns all those lands located in the Town of Sheboygan, Sheboygan County, Wisconsin, described on Exhibit A attached hereto (the "**Subdivision**");

WHEREAS, upon approval of the final plat for Stonefield Creek, the Subdivision will be a platted subdivision consisting of 170 Lots; and

WHEREAS, Developer desires to subject the Lots as platted within the Subdivision, as well as all other portions of the Subdivision, as expanded from time to time (except dedicated streets and utilities), to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner;

DECLARATION

NOW, THEREFORE, Developer hereby declares that the real estate described on the attached Exhibit A and all portions thereof (except for dedicated streets and utilities) shall be used, held, leased, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and shall pass with each Lot as covenants running with the land and shall apply to and bind all successors in interest, users and owners.

1. DEFINITIONS.

1.1. "**Association**" shall mean the Stonefield Creek Homeowners' Association, a nonprofit, non-stock homeowner's association, created under this Declaration.

1.2. "**Architectural Control Committee**" or "**ACC**" shall mean the persons appointed or elected in accordance with Section 10.9.1 of this Declaration who shall serve as members of the Architectural Control Committee and shall operate and manage the Association as a Board of Directors.

1.3. "**Board of Directors**" or "**Board**" means the board of directors of the Association.

1.4. "**Common Area**" or "**Common Areas**" shall mean any outlot or other area within the Subdivision which is not a Lot as identified in this Declaration or on the subdivision plat, and includes, without limitation, all such areas conveyed by the Developer to the Association and any dedicated street or other dedicated area for which the Town has not assumed responsibility for maintenance, it being understood that boulevard islands may be dedicated to the Town but, maintained by and at the expense of the Association.

1.5. "**Developer**" shall mean Concord 5, LLC, a Wisconsin limited liability corporation, at 11501 N. Port Washington Road, Suite 200, Mequon, WI 53092 as well as any Successor-Developer (hereafter defined).

1.6. "**Family**" shall mean one or more persons related by blood, marriage or adoption who are living, sleeping, cooking and eating on the premises as a single housekeeping unit and shall exclude any person or group of persons where three or more are not so related or engaged as household employees.

1.7. “**Home**” shall mean a residential building designed and used as a dwelling for one Family (which shall not include any attached garage).

1.8. “**Lot**” shall mean a platted lot within the Subdivision identifiable by reference to a lot number, regardless of whether such property is currently platted or platted at some future time. The term “**Lot**” does not include any outlot or other Common Area.

1.9. “**Lot Owner**”, “**Lot Owners**” or “**Co-Owners**” shall mean the holder(s) of a legal or equitable ownership interest in fee simple record title to a Lot, regardless of the type of tenancy or estate, and shall include land contract vendees and vendors but shall not include the holder of any leasehold interest or any mortgage or consensual lien prior to acquisition of legal or equitable title.

1.10. “**Property**” shall include a Lot and all improvements.

1.11. “**Section**” shall mean all those provisions within a numbered heading of this Declaration.

1.12. “**Structure**” and “**improvement**” shall be synonymous and shall both mean and include any and all of the following, regardless of whether temporary or permanent in character or intended use: building, outbuilding, shed, booth, garage, or above ground storage facility; exterior lighting or electric fixture, antennae, tower, pole, or bug control device; fence, retaining or other wall, fountain wading pools (not to exceed six feet in diameter and eighteen inches in height); plantings, driveway, sidewalk or walkway; screened or other type of porch, patio or gazebo; tree house or other exterior play equipment (only constructed of natural materials permitted); berms and swales; and any other type of equipment or facility for any decorative, recreational or functional purpose of any kind (including, without limitation, additions or alterations to or deletions from any of the foregoing) not located and entirely below ground level, unless located entirely within the exterior perimeter walls of the single family building constructed on the Lot. Use of the phrase “**structure or improvement**” or any other use of such words shall not imply different meanings for such terms.

1.13. “**Subdivision**” shall mean the lands described on the attached Exhibit A, excluding lands now or hereafter dedicated to the Town, and including such contiguous parcels of real estate as may be acquired by Developer from time to time and declared by Developer to be a part of Stonefield Creek under an instrument executed by Developer and recorded in the office of the Register of Deeds of Sheboygan County, Wisconsin

1.14. “**Successor-Developer**” shall mean any person, firm, or entity which expressly assumes in writing all then remaining obligations of Developer to the Town under certain Development Agreements (as may be amended) relating to development of the Subdivision or portions thereof.

1.15. “**Undeveloped Lot**” means a Lot on which no Home has been constructed.

1.16. “**Town**” shall mean the Town of Sheboygan.

2. **GENERAL PURPOSE.**

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive, safe and healthy residential area and that Lot Owners will be provided with benefits and services provided for in this Declaration, and in furtherance of such purpose: to preserve and maintain aesthetic standards for all improvements, as well as the natural beauty of certain open spaces and Common Areas within the Subdivision; to help assure the best use and most appropriate development and improvement of each Lot; to protect owners of Lots against use of other Lots which may detract from the residential value or enjoyment of their property; to guard against the erection or maintenance of garish or poorly designed or proportioned Homes or other improvements; to obtain a harmonious and aesthetically pleasing blend of materials, structures and color schemes in Homes and improvements placed or constructed on the Subdivision; to insure residential development of the Subdivision consistent with high aesthetic standards and the purposes for which each Lot is platted; to encourage and secure the construction of attractive Homes with appropriate locations on the Lots; to prevent construction of Homes or other improvements which may adversely affect the aesthetic appearance of any Lot or surrounding area; to secure and maintain a proper and aesthetically appropriate spatial relationship of Homes, and other improvements; and to otherwise secure mutual enjoyment of benefits for Lot Owners and occupants of Homes within the Subdivision.

3. **FAMILY USE: GENERAL RESTRICTION.**

3.1. Lot Use. All Lots shall be used for residential purposes only, and no Lot shall be occupied by more than one single-Family Home each containing not more than two stories and a private garage for residential-purpose use, together with all buildings and structures compatible with residential use, e.g. a gazebo. All Lots shall be occupied by one single-Family Home. No two-Family duplexes or two-Family condominiums shall be permitted. The ACC shall have final authority to determine whether any structure is not compatible with single-Family.

3.2. Business activities may be conducted in or from any Home if confined solely to the transaction of business by telephone. The term “**residential purposes**” shall include 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.

3.3. Only one Home may be constructed on each Lot and no garage, tent, or other improvement (except for the Home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the ACC.

3.4. Each Lot and all front, side, and rear yards shall be maintained by the Lot Owner so as to be neat in appearance when viewed from any street or other Lot and, if not properly maintained, the Association may perform yard maintenance and charge the costs thereof to the Lot Owner and levy a Special Assessment (defined in Section 10.10.2) against the Lot. Each Undeveloped Lot shall be maintained at least once per month (including grass and weed cutting) during the months of June through September. Developer may, but shall not be obligated to improve any areas of the Subdivision with grass or plantings or to cut grass or foliage growing in a natural environment.

3.5. No Lot shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any Home or Lot nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

4. USE AND MAINTENANCE OF COMMON AREAS.

4.1. All Common Areas shall be used as open space for the common benefit of the Subdivision and not for recreational or other activities by any Lot Owner unless previously approved in writing by the Board (which approval, if given, may be revoked at any time). Outlots are Common Areas.

4.2. The Association shall properly maintain any signs, monuments, or structures constructed by Developer or the Association on any Common Areas. The Association shall also maintain all other Common Areas so as to be neat and attractive. No Lot Owner shall erect any Structure or improvement in the Common Areas.

5. RESTRICTIONS ON USE OF RECREATIONAL VEHICLES.

No Recreational Vehicles (which shall include snowmobiles, boats, motorcycles, trail bikes, travel trailers, ice shanties, motor homes, and dune buggies and other off-street motorized vehicles of any kind) or trucks or semi-trailers are permitted (vans, ½ ton, ¾ ton and 1 ton pickup trucks excepted) to be parked, kept or stored on any Common Area or undeveloped area of the Subdivision, nor shall any such Recreational Vehicle or truck be parked, kept, or stored on any Lot outside an enclosed garage for more than ten (10) days per calendar year, without the prior approval of the ACC (which may be withheld on the basis of aesthetics if for no other reason). Recreational Vehicles shall not be used, operated on any Lot, or otherwise within the Subdivision except on dedicated streets in accordance with applicable traffic laws.

6. ANIMALS AND PETS.

No livestock, poultry, reptile, or other animal of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, and other normal household pets (as may be approved by the Board from time to time) may be kept so long as not kept, bred, or maintained for any commercial purpose or in an unreasonable number or manner. The right of any Lot Owner to keep such a pet on any Lot is subject to the condition that the pet is not permitted to unreasonably annoy any other Lot Owner and is not allowed to run at large. No outside animal enclosures, kennels or run lines are permitted.

7. GARBAGE AND REFUSE.

No Lot shall be used or maintained for dumping or storage of trash, garbage, or debris of any kind, except for temporary storage in sanitary, covered containers suitably screened from view from streets and adjoining Lots. There shall be no burning or burial of any garbage, trash, or debris at any time.

8. ENTRY LANDSCAPING; PONDS; STORM WATER EASEMENTS; MAINTENANCE; SITE GRADING PLAN.

8.1. In order to preserve the natural amenities of the Subdivision and to provide for the enhancement of property values for the benefit of the Subdivision as a whole and for the benefit of each Lot Owner, Developer has created a landscape plan that includes the construction of improvements and landscaping for the entranceways to the Subdivision as shown on the plat of Stonefield Creek and in the plans and specification of Stonefield Creek Landscape Plan and as revised and amended by the final landscape plans (hereafter the "**Entry Landscaping**").

8.2. This Declaration hereby grants an easement upon, across, over, and through all of the Lots and Common Areas of the Subdivision, for the purpose of allowing Developer and its agent's ingress and egress in order to accomplish the construction of any of the

improvements or facilities involved in the Entry Landscaping. This easement shall terminate upon the Developer's delivery of a certificate of completion to the Association, indicating that all work on the Entry Landscaping has been completed.

8.3. The Association shall be responsible for maintaining and repairing the Entry Landscaping and boulevard island areas dedicated to the Town. Such responsibility shall include, but is not limited to, the seeding, watering, and mowing of lawns, the pruning, cutting, removal, or replacement of trees and shrubbery, flag and flagpole maintenance or replacement, so as to maintain the Entry Landscaping in an attractive condition consistent with the original design of the Entry Landscaping. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the Entry Landscaping. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to Section 10.10 hereof.

8.4. The Association shall accept title to and be responsible for maintaining and repairing (including reconstruction) the storm water detention ponds located on Lot 69 (to be constructed in the future), Lot 80 (to be constructed in the future), Outlot 1, and Outlot 3 of the Subdivision. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of lawns (if necessary), the pruning, cutting, removal or replacement of trees and shrubbery so as to maintain the storm water detention ponds in an attractive condition consistent with the original design of the storm water detention ponds. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the storm water detention ponds. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to Section 10.10 hereof.

8.5. The Association shall accept title to and be responsible for maintaining and repairing (including reconstruction) the storm water easements located on Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 68, 69, 80, 81, 106, 107, 124, and 125 of the Subdivision. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of lawns (if necessary), the pruning, cutting, removal or replacement of trees and shrubbery so as to maintain the storm water easements in an attractive condition consistent with the original design of the storm water easements. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Lots to obtain ingress and egress necessary to maintain and make repairs to the storm water easements. The costs of such maintenance and repairs will be levied by the Association equally against all Lot Owners, other than the Developer, as a General Assessment pursuant to Section 10.10 hereof.

8.6. Binding Effect. All easements and rights described herein are easements appurtenant, running with the land and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the Lot Owners, purchasers, mortgagees, lessees and occupants and their heirs, personal representatives, successors and assigns.

8.7. Master Site Grading Plan. A master site grading plan has been prepared by the Developer designating the manner in which each Lot shall drain in relation to all other Lots in the Subdivision and designating the grade elevation of the Home to be constructed thereon. A copy of this plan is on file in the office of the Developer and is available upon request. At the time a building permit is requested, this elevation shall be shown in the survey and the grade elevation of the Home shall be constructed accordingly. No deviation therefrom shall be permitted without the approval of the Town and the ACC. Within 30 days after completion of a Home on any lot in the Subdivision, the owner of Home shall grade the Lot to conform to the master site-grading plan and from that time forward nothing shall be

done which will impede or obstruct the flow of surface drainage water in accordance with the plan. Developer shall not be responsible for enforcing compliance with the master site-grading plan.

9. CONSTRUCTION OF IMPROVEMENTS

9.1. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE REQUIRED FOR ALL IMPROVEMENTS.

9.1.1. No improvement of any kind shall be constructed on any Lot in Stonefield Creek without:

9.1.1.1. Prior submission to ACC (at least 30 days prior to desired approval) of detailed building and landscaping plans; and

9.1.1.2. Written approval of such plans by the ACC.

9.1.2. To be considered appropriate for review, such Plans must include the following:

9.1.2.1. Construction drawings (minimum 1/8" scale) with elevations of all sides of the Home, floor plans, and specifications (prepared by a qualified home designer or architect) showing:

9.1.2.1.1. Dimensions (including but not limited to square footage of living areas);

9.1.2.1.2. Composition and color of exterior materials and equipment, if any; and

9.1.2.2. A plot plan showing location of the improvement with respect to setbacks from lot lines and other improvements, finish grade elevation, topography, drives and existing plantings.

9.1.2.3. Landscaping plan.

9.1.2.4. Such other data pertinent to the review as ACC may reasonably request.

9.1.3. ACC may deny or withhold approval of any proposed improvement if it determines, in its sole judgment, that any one or more of the general purposes specified in the Declaration will not be satisfied.

9.1.4. ACC shall consider all relevant factors, including, but not limited to:

9.1.4.1. Size of home, square footage of living areas

9.1.4.2. Material composition and quality

9.1.4.3. Exterior design

9.1.4.4. Appearance and color

9.1.4.5. Coordination with other existing or contemplated improvements,

9.1.4.6. Location with respect to topography and existing surroundings.

9.1.4.7. Setbacks

9.1.4.8. Finished grade elevations

9.1.4.9. Access

9.1.4.10. Drainage and plantings

9.1.4.10.1. Adequacy of documentation that landscaping will be completed in a timely fashion

9.1.4.11. General aesthetics

9.1.5. Any approval or permission of the ACC must be in writing. The ACC's approval or disapproval of plans and other information submitted to it, or its decision or other action with respect to any other matter properly before it, shall be conclusive and binding on all persons.

9.1.6. ANY LOT OWNER WHO CAUSES OR ALLOWS ANY IMPROVEMENTS TO BE CONSTRUCTED, INSTALLED, PLACED OR ALTERED ON THE LOT WITHOUT PRIOR WRITTEN APPROVAL OF THE ACC MAY BE REQUIRED TO REMOVE SUCH IMPROVEMENT IN ITS ENTIRETY AT THE LOT OWNER'S EXPENSE.

9.1.7. Upon approval by the ACC of the plans for the proposed improvement and upon receipt of any necessary Town and other governmental approvals or permits, construction or installation of the improvement may commence and, once commenced, shall be completed as to all exterior items within three hundred sixty-five (365) days of the purchase of the lot ("**Construction Schedule**"). If any Lot Owner fails to comply with their Construction Schedule, Developer may, at its option, at any time after such Construction Schedule expires, but prior to completion of such Home, repurchase the Lot for a repurchase price equal to: (i) The initial purchase price of the Undeveloped Lot paid by the Lot Owner, without interest and less Developer's selling expenses and administrative costs of such initial sale of the Undeveloped Lot to the Lot Owner, plus (ii) if the Lot Owner has begun construction of a Home, eighty-five percent (85%) of the value of any improvements, whether completed or uncompleted, existing on the Lot as of the date of reconveyance to Developer. The value of such improvements shall be the fair market value as determined by a qualified appraiser selected by Developer and the Lot Owner (the "**Parties**"). The cost of such appraiser shall be split equally between the Parties. If the Parties cannot agree on the choice of an appraiser, each Party shall select an appraiser, and the two appraisers so selected shall select a third appraiser. If the two appraisers selected by the Parties cannot agree on a third appraiser, such third appraiser shall be selected by the Developer. All three appraisers shall render an appraisal of the fair market value of the improvements and the value of the improvements shall be the average of the two appraisals that are closest to each other in amount. Each Party shall pay the cost of the appraiser selected by that Party and fifty percent (50%) of the cost of the third appraiser.

9.1.8. If the failure of a Lot Owner, to complete construction of a Home in accord with such Lot Owner's Construction Schedule is due to circumstances (other than financial) beyond the control of the Lot Owner, the Lot Owner may request in writing to ACC that ACC grant an extension of such Construction Schedule. Such request shall state the circumstances that caused the construction delay and the estimated time necessary to complete construction of the Home. ACC shall grant such request if it finds the request to be bona fide and in compliance herewith but shall not be required hereunder to grant an extension exceeding one hundred eighty (180) days.

9.1.9. Developer's right to repurchase a Lot or Undeveloped Lot under Section 9.1.7 shall be subordinate to and shall not impair, hinder or otherwise affect the rights of any Mortgagee.

9.1.10. Except as provided in the preceding paragraph, no conveyance of a Lot or Undeveloped Lot by a Lot Owner (other than Developer) to a Purchaser (other than Developer) shall toll, reinstate or in any other way affect the running of the time periods set forth in the Construction Schedule, or any extensions thereof, established for the Lot or Undeveloped Lot conveyed. Any such Purchaser from such Lot Owner shall take the Lot or Undeveloped Lot subject to the Construction Schedule established for such Lot or Undeveloped Lot and Developer's right to repurchase such Undeveloped Lot as hereunder provided.

9.1.11. Each Lot Owner of an Undeveloped Lot, by acceptance of a deed thereto, covenants to reconvey such Undeveloped Lot to Developer pursuant to the term and conditions of this Section, by warranty deed, free and clear of all liens and encumbrances except any in existence prior to the Lot Owner's ownership of the Undeveloped Lot.

9.1.12. In the event the ACC fails to act upon proposed plans within 30 days following written acknowledgment by the ACC that it has received such plans and that they are adequate for purposes of its review or in the event no suit to enjoin the erection, installation or change of the improvement or to require removal thereof has been commenced within one year following final completion thereof, no right shall exist to thereafter enforce these restrictions insofar as approval by the ACC is required as to such particular matter. In the event the ACC fails to act upon proposed plans within 30 days following written acknowledgment by the ACC that it has received such plans and that they are adequate for purposes of its review, Lot Owner shall send a letter to the ACC stating that unless the Lot Owner receives written notice to the contrary from the ACC within 10 days of the ACC's receipt of the letter, the proposed plans will be deemed approved.

9.1.13. Any approval or permission of the ACC under this Section, to be binding or effective, must be in writing signed by the Chairman of the ACC or Secretary of the Association. No oral statements, representations or approvals of the ACC or any of its members or agents shall be binding on the ACC under any circumstances, regardless of any reliance thereon by any Lot Owner.

9.1.14. Use of Construction and Utility Easements. During construction of a Home by a Lot Owner, other than Developer, such Lot Owner shall be entitled to the use of any construction or utility easement reserved by or granted to Developer pursuant to this Declaration. Any such use by a Lot Owner shall be limited to such use as is reasonably required for the construction of such Lot Owner's Home and does not unreasonably interfere with the concurrent use of any such easement by Developer or by other Lot Owners entitled to such use.

9.1.15. Certificate of Completion. After construction of a Home by a Lot Owner is completed, the Lot Owner shall execute in duplicate a certificate certifying that the construction of the Home is complete ("**Certificate of Completion**") and shall deliver duplicate originals of such Certificate of Completion to Developer and the Association.

9.1.16. Prohibition Against Structural Changes By Owner. After a Lot Owner executes and delivers to the Association and Developer a Certificate of Completion, such Lot Owner shall not, without first obtaining the written consent of the ACC, make or permit to be made any structural alterations, changes or improvements to their Home. Subject

to Section 9 of this Declaration, a Lot Owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building or the safety of the Property, or impair any easement, or affect the Common Areas in anyway.

9.2. MINIMUM ARCHITECTURAL STANDARDS FOR HOMES AND GARAGES.

9.2.1. Home Size. Minimum Square Footage Requirements for each type of building are attached hereto as Schedule A. The square footage minimum referred to in Schedule A is exclusive of garages, breezeways, open porches, or covered patios. The Home shall be designed and located to compliment natural surroundings. The ACC shall have sole discretion to determine which Home-size requirement applies to a proposed Home and whether those requirements have been met.

9.2.2. Garages. All garages shall be built at the same time as the Home. Single-Family housing units shall have an attached or detached garage for not less than one (1) car and not more than three (3) cars. If a garage is built upon a Lot, the garage shall have a minimum size of two hundred eighty eight (288) square feet. All garage siding, trim and roofing must be identical to the colors and quality of the Home. Notwithstanding anything in this Declaration to the contrary, any garages existing at the time that this Declaration is recorded in the Register of Deeds office for Sheboygan County, that are smaller than the minimum size permitted hereunder, shall be permitted to remain in the Subdivision and can be rebuilt in the event of a casualty, subject to Lot Owner obtaining all necessary permits and approvals from the Town of Sheboygan.

9.2.3. Manufactured Homes. ACC has the right to approve or reject the type, size, and appearance of all manufactured homes before admittance. All homes brought into the Subdivision need to be new, never before titled. No used or previously titled homes will be allowed into the Subdivision. All damage to the Subdivision as a result of moving a Home will be the full responsibility/liability of the Lot Owner.

9.3. LOCATION AND SETBACK OF HOMES AND GARAGES.

9.3.1. Set Back Requirements shall conform to the more restrictive of the ACC requirements or the Town requirements. On the date of execution of this Declaration, the Town of Sheboygan requires, pursuant to its Development Agreement with Developer dated March 11, 1997 and as amended pursuant to First Amendment to Development Agreement dated September 26, 2002, that no part of any accessory structure (attached or detached) shall be located closer than five (5) feet from any side or rear property line, nor closer than five (5) feet to its manufactured home, unless it is attached to or forms a part of such manufactured home. No part of any manufactured home shall be located closer than seven and one half (7.5) feet from any side or rear property line, unless an accessory structure is located adjacent to the side property line, in which case no part of the home shall be located closer than five (5) feet from any side property line. Lot Owner shall have the full responsibility of determining setback requirements.

9.3.2. Each corner Lot shall be determined by the ACC to have one rear Lot line, one side Lot line, one front Lot line and a side street line based on the proposed orientation of the home and other improvements. All street elevations shall have a door or windows to maintain the aesthetic appearance of the Subdivision.

9.3.3. Site plan for each Home and Lot, prepared by a licensed civil engineer or surveyor, including the position of the Home, location of the driveway and landscaping places must be approved by the ACC prior to submission of building plans to the Town

for its approval. Town Plan Commission or Building Inspector approval is not binding on ACC in any respect.

9.3.4. Notwithstanding the setback requirements, the orientation and precise location of each Home and garage, as well as all other improvements on the Lot, must be approved in writing by ACC prior to any construction. ACC may, in its discretion, impose greater setback requirements than those specified in order to achieve or maintain an aesthetic appearance for the Subdivision.

9.4. FOUNDATION SYSTEMS AND ENCLOSURES.

9.4.1. Grade beam slab foundation systems that extend beyond the outside wall of the Home are permitted.

9.4.2. Pier foundation systems are not permitted unless capped with a slab that extends beyond the exterior walls of the Home.

9.4.3. Cement block or poured concrete crawl space foundation systems are permitted.

9.4.4. Partial or full basement foundation systems are permitted.

9.4.5. The Lot Owner shall cover the bottom sides of the manufactured home, with approved factory built pre-finished, pre-painted material, leaving access doors only in the utility connection area, within 30 days after arrival in the Subdivision. Materials are to be approved by the Association before installation. Approved materials include matching siding, synthetic stucco, stucco, stone, synthetic cast stone, brick or masonry. These materials must be attached to a rigid framework or slab and must extend to grade. The Lot Owner will be expected to maintain the foundation enclosure.

9.5. GRADING, LANDSCAPING, AND DRAINAGE.

9.5.1. Grading and landscaping plans must be approved by ACC's architect prior to submission to ACC for approval in conjunction with building plans.

9.5.2. Grading and landscaping must be completed within four hundred fifty (450) days following purchase of the Lot. There shall be a \$10.00/day penalty for failure to complete.

9.5.3. Final grading elevations and drainage easements must conform to master drainage plan referenced in Section 8.6.

9.5.4. Landscape plan shall provide for adequate drainage toward adjoining streets and away from adjoining Lots if natural drainage has been altered.

9.5.5. Association has right to direct disposal of any ground, and to require that site development not block drainage.

9.5.6. No fence, wall, hedge, or screen planting - unless in accordance with ACC approved landscape plan.

9.5.7. No fence or wall in excess of four (4) feet in height shall be built or maintained. All fences shall be made of treated lumber or cedar unless otherwise approved in writing by the ACC. Fences are not to be painted without prior written approval of ACC. Fences shall only be located in side and rear yards. Existing fences are approved by the

ACC and may be maintained; however, in the event Lot Owner replaces any fence, such fence shall comply with the requirements herein.

9.5.8. Yards should be maintained lawns.

9.5.9. Exterior lighting shall be soft and indirect. No light sources shall be located so that they are offensive to a neighboring property.

9.6. DRIVEWAYS.

9.6.1. Concrete or blacktopped asphalt driveway required from street to garage within four hundred fifty (450) days of purchase of the Lot.

9.6.2. Site plan showing location of driveway must be submitted for ACC approval prior to construction of any improvements.

9.7. CONSTRUCTION MATERIALS - STORAGE.

9.7.1. No building materials to be stored outside, except during actual period of construction and then, only as necessary.

9.7.2. No storage of excess excavated materials on Lot without ACC approval, unless required for backfilling, finish grading, or landscaping.

9.8. WATER SUPPLY.

9.8.1. Connect to Town of Sheboygan water system.

9.9. SEWERAGE SYSTEM.

9.9.1. Connect to Town of Sheboygan sewer system.

9.9.2. No septic tanks, etc.

9.10. GARBAGE DISPOSAL.

9.10.1. No incineration systems.

9.11. CABLES, ANTENNAS, SATELLITE DISHES, AND SOLAR PANELS.

9.11.1. All utility lines and wiring underground. No cables or utility lines shall be installed or affixed to the exterior of Home.

9.11.2. No roof-top, tower mounted or other external antenna or satellite dish without prior written approval of ACC. All dishes and antennas shall be located towards the back one-half (½) of the Home out of sight from the street. Television antennas, when allowed should be mounted on a pole designed for that use and attached to the side of the house opposite the front door and more than halfway back whenever practical. Satellite dishes no greater than 36" in diameter are allowed.

9.11.3. No solar heating panels without prior written approval of ACC.

9.12. **HEATING, VENTILATING, AND AIR CONDITIONING (“HVAC”).**

9.12.1. No roof mounted HVAC units are permitted.

9.12.2. All ground mounted HVAC units shall be screened and shall only be located in the side or rear yards.

9.12.3. Window air conditioner units must be installed with supports attached to the Home, not by posts in the ground. Tape, plastic, or insulation, which can be seen on the exterior of the Home, is not allowed.

9.13. **SIGNS, MAILBOXES AND FLAGPOLES.**

9.13.1. No signs or banners, except six (6) square foot “For Sale” signs and an ACC approved uniform standard name sign.

9.13.2. Mailbox must be purchased from the Association. Mailbox posts shall be installed by the Association. Replacement mailbox posts must be identical to those mailbox posts supplied by the Association.

9.13.3. No flagpoles of any kind may be installed without first obtaining prior written permission from the ACC. Flagpoles shall only be located in the side or rear yards. Flags and flag poles shall be properly maintained.

9.13.4. “Beware of Dog”, “No Trespassing”, or similar signs are not permitted.

9.14. **UTILITIES.**

9.14.1. All telephone and electric service to any building on any Lot shall be from the underground utilities system and no overhead service shall be provided or allowed.

9.15. **MISCELLANEOUS.**

9.15.1. Swimming Pools. Above-ground or in-ground swimming pools (except as provided in Section 1.12) are prohibited.

9.15.2. Skateboard And Bicycle Ramps Or Jumps. Skateboard ramps or jumps and bicycle ramps or jumps are prohibited.

9.15.3. Utility Buildings. Utility Buildings, sheds, and other “out-building” type structures or improvements are prohibited. Notwithstanding anything in this Declaration to the contrary, any utility buildings existing at the time that this Declaration is recorded in the Register of Deeds office for Sheboygan County, shall be permitted to remain in the Subdivision.

9.15.4. Decks and Porches. Decks and porches are to be constructed out of treated lumber or cedar and are not to be painted without prior written approval of ACC.

9.16. **ADDRESSES.** Each Home MUST have the address displayed clearly on the exterior. The Subdivision has a standard type of number, letter, size, and location that will be the only permitted type of address signage. Please contact the Association for your address numbers which, will be supplied by the Association. Address must be displayed within 30 days of Lot occupancy.

9.17. **MANUFACTURED HOMES.** All manufactured homes shall contain manufacturer installed shutters on the windows. Said shutters shall be on all four sides of the Home. All manufactured homes must contain at least one window on the elevation that fronts a street. All removable hitches must be removed within 30 days after arrival in the Subdivision. Concrete, fiberglass steps and steps made out of wood are permitted. Metal and plastic steps are not permitted.

10. **THE ASSOCIATION.**

10.1. **CREATION OF ASSOCIATION.**

10.1.1. The Developer hereby creates and establishes a non-profit incorporated homeowner's association to be known as "**Stonefield Creek Homeowners Association**", with all rights, powers, privileges and obligations as provided in this Declaration.

10.1.2. The Association shall exist during the term of this Declaration and shall automatically terminate upon termination of this Declaration.

10.2. **MEMBERSHIP.**

10.2.1. Each Lot Owner, by virtue of ownership of their Lot, shall be entitled and required to be a member of the Association and shall be entitled to one membership and one vote for each Lot owned, with ownership of a Lot being the sole qualification for membership. The membership in the Association appurtenant to a Lot shall be owned jointly and severally by all Co-Owners of a Lot, regardless of the form of tenancy, estate, or interest in the Lot.

10.2.2. Association membership and voting rights shall be appurtenant to each Lot and shall not be assigned, conveyed or transferred in any way except upon transfer of an ownership interest of the Lot and then only to the transferee, nor shall membership or voting rights be retained except upon retention of an ownership interest in the Lot. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

10.2.3. Notwithstanding any provision in this Declaration to the contrary, the Developer shall be entitled to one membership and one vote for each Lot owned by the Developer.

10.3. **VOTING.**

10.3.1. The vote appurtenant to each Lot shall be cast as a whole (in person or by proxy) by the Lot Owner or any Co-Owner. Fractional votes will not be permitted and if Co-Owners of a Lot do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such Owners. The Association may treat any Co-Owner of a Lot or the proxy of any such Co-Owner as duly authorized to vote for all Co-Owners of that Lot.

10.3.2. Quorum. A quorum for voting purposes shall consist of fifty one percent (51%) or more of the votes entitled to be cast.

10.3.3. There shall be no cumulative voting for election of officers or on any other matters. All decisions and actions of the Association, except as otherwise specifically provided for in this Declaration, shall be by a majority of the votes present and entitled to be cast.

10.3.4. A Lot Owner shall not be entitled to vote on a matter if any General or Special Assessment against the Lot is then delinquent.

10.3.5. Proxies shall be valid only for the particular meeting or time period designated in the proxy, unless sooner revoked, and must be filed with the Secretary at or before the appointed time of the meeting.

10.4. MEMBERSHIP LIST: NOTICES.

10.4.1. The Association shall maintain a current Membership List. Each Lot Owner shall furnish the information necessary for the Association to maintain such Membership List.

10.4.2. All notices required to be given to a Lot Owner shall be deemed to have been duly given: at the time of personal delivery to the Lot Owner or the Home of the Lot Owner; or 48 hours after mailing within the State of Wisconsin by regular or certified mail to the Lot Owner's mailing address shown in the Membership List. Notice to one Co-Owner of a Lot shall be deemed effective notice to all other Co-Owners of such Lot.

10.5. ASSOCIATION MEETINGS.

10.5.1. Written notice of all meetings of the Association stating the time, place, and purpose for which the meeting is called shall be given by the President or Secretary to each Lot Owner not less than 5 nor more than 30 days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting.

10.5.2. The annual meeting of the Association shall be held in June of each year for the purpose of electing officers and transacting any other business authorized to be transacted by the Association. The Board shall select the specific date, time, and place of the annual meeting for a given year and shall furnish written notice to each Lot Owner in accordance with Section 10.5.1.

10.5.3. Special meetings of the Association shall be held whenever called by the President or two officers; however, such meetings must be called upon receipt by the President of a written request signed by Owners with one-third or more of all votes entitled to be cast.

10.5.3.1. A quorum for meetings necessary to conduct Association business shall consist of Lot Owners, present in person or by proxy, representing a majority of all votes entitled to be cast.

10.5.3.2. The act of a majority of the votes at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under this Declaration.

10.5.3.3. If a quorum is not present at a meeting, no business of the Association shall be transacted; however, the majority of votes present (in person or by proxy) may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

10.6. **POWERS OF THE ASSOCIATION.**

Without limitation, the Association shall have the following powers in addition to any others that may be necessary or incidental to performance of any duties or powers of the Association specified in this Declaration:

10.6.1. To levy and enforce payment of General and Special Assessments on the Lots and against Lot Owners;

10.6.2. To enforce this Declaration;

10.6.3. To purchase, sell, and convey Lots (including the improvements thereon) incident to foreclosure of a lien for any assessments and to acquire real estate as additional Common Area;

10.6.4. To enter and execute contracts, deeds, mortgages, and documents on behalf of the Association which relate to any Common Area or improvements therefore;

10.6.5. To incur indebtedness on behalf of the Association and to execute drafts and other negotiable instruments;

10.6.6. To employ the services of any person, firm, or corporation to maintain the Common Areas or to construct, install, repair or rebuild improvements thereon;

10.6.7. To acquire, sell, transfer, or exchange goods, equipment, other personal property, or fixtures in the name of the Association for the operation of the Association;

10.6.8. To commence, prosecute, defend, or be a party to any suit, hearing or proceeding (whether administrative, legislative, or judicial) involving the enforcement of this Declaration or otherwise involving the exercise of any powers, duties or obligations of the Association;

10.6.9. To adopt or amend Rules and Regulations for the management, operation, use, and enjoyment of the Common Areas including fines or penalties which may be enforceable by Special Assessment against any Lot Owner or their family or guests violating such Rules or Regulations; and

10.6.10. To exercise all other powers necessary to maintain the Common Areas and operate the Association for the mutual use and enjoyment of all Lot Owners.

10.6.11. The President, together with one other officer of the Association, is empowered to negotiate, execute, and enter contracts, agreements, other undertakings, or documents of any kind on behalf of the Association necessary or incidental to exercise of any powers or obligations of the Association or of the Board under this Declaration.

10.6.12. To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer or dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

10.6.13. To purchase insurance for the benefit of the Association and its members as set forth in this Declaration;

10.6.14. To enforce by any legal means, whether in its own right or as the agent of the Lot Owners, the provisions of this Declaration, the By-Laws, and any Rules and Regulations governing the use and operation of the Subdivision and Common Areas;

10.6.15. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association;

10.6.16. To do all things necessary or convenient to effectuate the purposes of this Declaration:

10.6.17. To do any and all things permitted by the Wisconsin Non-stock Corporation Law;

10.7. **OFFICERS.** The Officers of the Association shall be:

10.7.1. A President, who shall: be the chief executive officer of the Association and a member of the Board; be responsible for the proper execution of the business and affairs of the Association (subject to the control of the Board); preside at all meetings of the Association and the Board; have the authority to appoint various committees; have all the general powers and duties usually vested in the office of President, as well as such other powers and duties as may be prescribed from time to time by resolution of the Association.

10.7.2. A Secretary, who shall: be a member of the Board; keep the minutes of all meetings of the Board and of the Association; have charge of all the Association's books and records; maintain the Membership List and keep it current; have charge of delivering all notices and approvals on behalf of the Board and the Association; and, in general, perform all duties incident to the office of Secretary, together with such other powers and duties as may be prescribed from time to time by resolution of the Association.

10.7.3. A Treasurer, who shall: be a member of the Board; be responsible for the Association's funds and assets; keep complete and accurate accounts of all receipts and disbursements, financial records, and books of accounts; deposit all monies in the name and to the credit of the Association in depositories as may from time to time be designated by the Board; assess and collect all General and Special Assessments made by the Board; and exercise such other powers and duties as may be prescribed from time to time by resolution of the Association.

10.7.4. All officers shall be elected annually by the Association if not subject to appointment by Developer. Each officer shall hold office until a successor is duly elected or until death, resignation, or removal, whichever first occurs. No person may hold two or more Association offices (not including the ACC) at any one time, except that officers appointed by Developer may hold any number of offices.

10.8. **MANAGEMENT OF ASSOCIATION BY THE BOARD.**

10.8.1. The Association and its business, activities and affairs shall be managed by the Board of Directors (which shall consist of all the officers of the Association). The Board of Directors shall exercise and perform, in addition to the powers, duties and obligations specified in this Declaration for the Board, all powers, duties, and obligations of the Association (except to the extent this Declaration may otherwise expressly require the prior vote of the Association on a particular matter). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint all officers of the Association until such time as ninety five percent (95%) of all present and future Lots in the Subdivision have been sold and fee simple title conveyed by Developer (at which time, all officers of the Association shall be elected by the members of the Association).

10.8.2. The Board may appoint committees consisting of one or more Lot Owners to make recommendations to the Board or the Association on any matter.

10.8.3. No person shall receive any payment for services rendered as an officer of the Association or as a member of any committee unless specifically authorized by prior resolution of the Association. The Board may reimburse out-of-pocket expenses incurred by an officer or committee member in the performance of their duties.

10.8.4. No member of the Board, any Association committee, or officer of the Association shall be liable to any Lot Owner or to any other party including the Association for any loss or damage suffered or claimed on account of any act, omission, error, or negligence of such Board, committee member, or officer, provided such person acted in good faith, without willful or intentional misconduct.

10.8.5. All decisions of the Board on any matter (including, without limitation, decisions under Section 9.1) shall be enforceable against any Lot Owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any decision of the Board shall have the burden of proof to establish that such standards were not met at the time the decision was made.

10.8.6. Fidelity Bond. The Board may require that some or all members and/or employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds, the premiums for which shall be paid for by the Association as a common expense.

10.9. **ARCHITECTURAL CONTROL COMMITTEE.**

10.9.1. Architectural Control Committee. There is hereby established an Architectural Control Committee (the “**ACC**”) which shall be responsible for the establishment and administration of Architectural Guidelines to carryout the purposes and intent of this Declaration. The ACC shall consist of at least three (3) person(s). Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint the members of the ACC until such time as ninety five percent (95%) of all present and future Lots in the Subdivision have been sold and fee simple title conveyed by Developer, at which time, all members of the ACC shall be appointed by the Board. ACC members appointed by Developer shall hold office until successors are appointed by Developer or appointed by the Board. Except for members appointed by Developer, a person must be a Lot Owner or Co-Owner of a Lot in order to be eligible to serve as a member of the ACC.

10.9.2. Purpose. The ACC shall review and either approve or reject all proposed improvements in the Subdivision, other than improvements installed or approved by Developer in connection with the initial construction of the Subdivision, all in compliance with this Declaration and as further set forth in the Architectural Guidelines. The ACC shall exercise its best judgment to see that all added improvements conform and harmonize with any existing improvements as to external design, quality and type of construction, materials, color, location on the Subdivision, height, grade and finished ground elevation, and all aesthetic considerations set forth in this Declaration or in the Architectural Guidelines. No improvement shall be erected, placed or altered on any Lot or on any other portion of the Subdivision, nor shall any construction be commenced, until plans for such improvement shall have been approved by the ACC under the procedures set forth in Section 9.1 of this Declaration: provided, however, that improvements and alterations which are completely within the

interior of a Home may be undertaken without such approval, subject to Section 9.1.16 of this Declaration.

10.9.3. Organization and Operation of ACC.

10.9.3.1. Term. The term of office of each member of the ACC selected by the Board shall be two years, commencing on the first day of the Association's fiscal year and continuing until their successor has been appointed. Should an ACC member selected by the Board die, retire, resign, become incapacitated, or be removed, a successor shall be appointed by the Board and shall serve until a successor is appointed at the next annual meeting of the Association.

10.9.3.2. Removal. Any member of the ACC (other than member appointed by Developer) may be removed from office with or without cause at any regular or special meeting of the Association by a majority vote of all Lot Owners and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose. Developer may remove any member appointed by Developer at any time and Developer may then appoint a successor.

10.9.3.3. Chairman. Notwithstanding any other provision of this Declaration to the contrary, Developer shall be entitled to appoint the Chairman of the ACC until such time as one hundred percent (100%) of all present and future Lots in the Subdivision have been sold and fee simple title conveyed by Developer. At such time as the Board appoints the ACC, the Chairman of the ACC shall be the President of the Association if he or she is serving on the ACC; otherwise, the Chairman of the ACC shall be elected from among the members of the ACC by majority vote of the Board. In the absence of a Chairman, the Board may elect a successor, or if the absence is temporary, a temporary successor.

10.9.3.4. Conduct and Notice of Meetings. The Chairman of the ACC shall take charge of and conduct all meetings of the ACC. An annual meeting of the ACC shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the ACC shall be required. Regular meetings of the ACC shall be held at such times and places as the ACC determines by resolution to be appropriate and no notice of regular meetings shall thereafter be required. Special meetings of the ACC may be called by any member on three (3) days prior notice to each member, given orally or in writing. Before, at, or after any meeting of the ACC, any member may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice.

10.9.3.5. Voting. The affirmative vote of a majority of the members of the ACC shall govern its actions and be the act of the ACC. For all meetings of the ACC, a quorum necessary to transact business shall consist of a majority of its members and the act of such majority shall be the act of the ACC. If there is less than a quorum present at any meeting of the ACC, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting at which a quorum is present is held within 15 days of the meeting originally scheduled. If a quorum is present at an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed. Any action of the ACC authorized under this Declaration

may be taken upon the unanimous consent of all members of the ACC without a meeting.

10.9.3.6. Expert Consultation. The ACC may avail itself of such technical and professional advice and consultants as it deems appropriate.

10.9.3.7. Expenses. Except as provided below, the Association shall pay all expenses of the ACC. The ACC shall have the right to charge a reasonable fee for each application submitted to it for review, in an amount, which may be established by the ACC from time to time, and such fees shall be collected by the ACC and remitted to the Association to help defray the expenses of the ACC's operation.

10.9.3.8. Architectural Guidelines. The ACC shall from time to time adopt, establish, and publish "**Architectural Guidelines**". The Architectural Guidelines shall not be inconsistent with the provisions of this Declaration, but shall more specifically define and describe the architectural standards for the Subdivision and for the various uses of Property within the Subdivision. Subject to the foregoing, the Architectural Guidelines may be modified or amended from time to time by the ACC. Further, the ACC, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the architectural review process is not a substitute for compliance with governmental building and zoning regulations, and compliance with such regulations is not a substitute for compliance with the architectural review process.

10.9.3.9. Procedures. As part of the Architectural Guidelines, the ACC shall make and publish such rules and regulations, as it may deem appropriate to govern its proceedings.

10.9.3.10. Limitation of Liability. The ACC shall use reasonable judgment in accepting or disapproving all proposals, plans, and specifications submitted to it. Neither the ACC, nor any individual ACC member, shall be liable to any Lot Owner or other person for any official act of the ACC in connection with such proposals, plans and specifications, except to the extent the ACC or such individual ACC member acted with malice or wrongful intent. Notwithstanding that the ACC has approved any such proposal, plans, or specifications, neither the ACC nor any of its members shall be responsible or liable to any Lot Owner or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval. Neither the Board, the ACC, or any agent thereof, nor Developer or any of their partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications.

10.10.COMMON EXPENSES AND ASSESSMENTS AGAINST LOTS AND LOT OWNERS.

10.10.1. The Board shall pay or arrange for payment for all costs, expenses, and liabilities incurred by the Association and ACC out of the proceeds of assessments, which shall be made against the Lot Owners and their Lots. The Board may, at any time, levy assessments for such purposes against the Lot Owners and their Lots, other than the Developer and Lots owned by the Developer. The Developer shall not be responsible at any time for any assessments, General, Special, or otherwise.

10.10.2. **“Special Assessments”** may be made and levied by the Board against a particular Lot Owner (other than the Developer) and his, her, or their Lot (without levying against other Lots) for:

- 10.10.2.1. Costs and expenses (anticipated or incurred) for repair of damage to Common Areas caused by or at the direction of the Lot Owner or the family or guests of the Lot Owner;
- 10.10.2.2. Costs, expenses, and actual attorneys fees incurred in, or in anticipation of, any suit, action, or other proceeding to enforce this Declaration against the Lot Owner;
- 10.10.2.3. Interest due on General or Special Assessments; and
- 10.10.2.4. All other costs and expenses anticipated or incurred by the Association, which are subject to Special Assessments as provided under this Declaration.

10.10.3. **“General Assessments”** may be made and levied by the ACC equally against each Lot Owner (other than the Developer) and his, her or their Lot for the following **“common expenses”** which may be anticipated, incurred, or paid by the Association for:

- 10.10.3.1. Maintenance, repairs, upkeep or operation of Common Areas, and any additional Common Areas (such as any contiguous real estate) as may be acquired by the Association;
- 10.10.3.2. Any insurance maintained by the Association;
- 10.10.3.3. Rent or other charges for the Pool and Community Center (initially One Hundred Twenty Dollars (\$120.00) per residential dwelling unit payable annually on April 1 and subject to annual adjustment pursuant to the Use Agreement);
- 10.10.3.4. Taxes, assessments, and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;
- 10.10.3.5. All costs and expenses for the operation and administration of the Association, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;
- 10.10.3.6. Costs and expenses for additional improvements to Common Areas beyond those installed by Developer;
- 10.10.3.7. All items subject to Special Assessment which have not been collected from a Lot Owner at the time payment of such item is due, provided that upon collection or the Special Assessment from that Lot Owner, all other Lot Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made under this paragraph;
- 10.10.3.8. All damages, costs, expenses, and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative, or judicial) which are not otherwise collected by Special Assessment;

- 10.10.3.9. Costs and expenses of services, if any, made available to all Lots and/or for any Common Areas;
- 10.10.3.10. All other costs and expenses declared to be common expenses under this Declaration.
- 10.10.3.11. The General Assessments for all common expenses shall be levied equally against each Lot not owned by the Developer.
- 10.10.3.12. The Association shall maintain separate books and records for General and Special Assessment accounts of the Lot Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay any costs or expenses incurred by the Association which would be subject to General or Special Assessment.
- 10.10.3.13. The Board shall determine the estimated expenses of the Association and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet the estimated common expenses of the Association for the ensuing year and shall furnish a copy to each Lot Owner or one of the Co-Owners of the Lot.

10.11. PAYMENT OF ASSESSMENTS; INITIAL MONTHLY ASSESSMENT.

10.11.1. Each Lot Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and his, her or their Lot, together with all costs, expenses and reasonable attorney fees incurred by the Association in collection of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.

10.11.2. All Co-Owners of a Lot shall be jointly and severally liable for all General and Special Assessments levied against the Lot, regardless of the type of tenancy, estate or interest in the Lot (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).

10.11.3. Notwithstanding any other contrary provisions of this Declaration, a General Assessment initially equal to Fifty Dollars (\$50.00) for each Lot shall be due and payable annually, on June 30, by each Lot Owner, other than the Developer, commencing with the first payment date following acquisition of the Lot by the Lot Owner. The General Assessment may be adjusted annually based on actual costs and the projected budget. Upon closing on the purchase of a Lot by a Lot Owner, an amount shall be due and payable to the Association representing the General Assessment for the year in which the Lot is purchased, prorated to the date of closing. A late fee of Ten Dollars (\$10.00) shall be assessed against each Lot Owner for each month or part of a month such Lot Owner shall be delinquent in the payment of the annual payment. The amount of the General Assessment, as well as the due dates for payment thereof may be adjusted from time to time as determined by the Board, but shall not be adjusted until all of the Lots of the Subdivision have been sold by the Developer.

10.12. DELINQUENT ASSESSMENTS: INTEREST, LIEN, AND COLLECTION.

10.12.1. All General and Special Assessments which are not paid when due: shall bear interest at twelve percent (12%) per annum or at such other maximum rate as may then

be permitted by law until the assessment is paid in full; shall constitute a lien on the Lot; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the Lot 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 attorney's fees for collection.

10.12.2. The Association (through the Board) shall have the exclusive right and power to collect or enforce collection of all General and Special Assessments levied by the Board 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 Lot 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 Board shall have the right at any time to notify all Lot Owners within the Subdivision of the delinquency of any Lot Owner.

10.12.3. A statement of lien may be filed by the Association with the Register of Deeds of Sheboygan County, Wisconsin, identifying the Lot, the name of the Lot Owner, the amount due, and the period for which the Assessment was due. The statement of lien shall be signed and verified by the President or Secretary of the Association and then may be recorded. Each Lot Owner, by acceptance of a deed or other conveyance for their Lot, irrevocably consents to the recording of such a statement of lien in accordance with Section 10.12 and irrevocably appoints and designates the President or Secretary of the Association as such Lot Owner's agent and attorney-in-fact to sign any such notice of lien on the Lot Owner's behalf as grantor if such signature is required in order to record the statement of lien. On full payment of the Assessment for which the lien is claimed, the Lot Owner shall be entitled to a recordable satisfaction of the lien.

10.12.4. The Association may recover costs and actual attorney fees. The Association may bid on the Lot at foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. The Association may maintain a suit to recover a money judgment for unpaid Assessments without foreclosing or waiving any lien securing the same. Suit for any deficiency following foreclosure may be maintained in the same proceeding.

10.12.5. In addition to the lien described above, the Association shall have full and complete lien rights under §779.70 of the Wisconsin Statutes with respect to such portion of each Lot Owner's assessments as constitutes or is attributable to Common Area Expenses. The Association may avail itself of the rights and remedies afforded by that statute, and by any other applicable statute, in addition to or, at its option, in lieu of the other lien rights granted by this Declaration.

10.13. **RULES AND REGULATIONS.**

10.13.1. The Association may from time to time adopt or change rules or regulations (hereafter "**Rules or Regulations**") governing the operation, maintenance, and use of the Common Areas by the Lot Owners and their respective families and guests. Such Rules or Regulations shall be designed to facilitate and encourage the peaceful use and enjoyment of the Common Areas by the Lot Owners and their respective families, without unduly interfering with the peaceful use and enjoyment of the surrounding Lots. All Lot Owners, lessees, licensees, invitees, other occupants, and guests of any Lot in the Subdivision shall abide by all such Rules and Regulations.

10.13.2. A violation of any Rule or Regulation shall be a violation of this Declaration and may be enforced in the same manner as any other term or provision of the Declaration

or as otherwise may be designated in the Rules or Regulations, including without limitation the imposition of forfeitures, penalties, or other charges against the Lot Owner, which shall be collectible by Special Assessment against the Lot and Lot Owner.

10.13.3. Rules and Regulations shall be enforced, amended, or repealed by the Board.

10.14. LOT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION.

No Lot Owner (other than the officers of the Association) shall have any authority to act for the Association or the other Lot Owners, as agent or otherwise, nor to bind the Association or the other Lot Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

10.15. SERVICE OF PROCESS.

Service of process upon the Association for all matters shall be made upon the President of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Sheboygan County, Wisconsin. The initial address for the service of notice for the Association is

Concord 5, LLC
Concord Development Company
11501 North Port Washington Road
Suite 200
Mequon, WI 53092

10.16. ENFORCEMENT OF DECLARATION: NO REVERSION OF TITLE.

10.16.1. The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of this Declaration and any Rules or Regulations adopted by the Association, except that any Lot Owner may proceed, at such Owner's expense and subject to the limitations of Section 9.1.7, to enforce any such terms, conditions or provisions (other than for collection of assessments against Owners of other Lots) if the Association fails to take such action within 60 days following a written request by such Lot Owner for the Association to do so. Any Lot Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses, and actual attorney's fees incurred by the Association or by a prosecuting Owner in the successful enforcement thereof. Neither the Association nor the Board shall be subject to any suit or claim by any Lot Owner for failure of the Association or the Board to take any action requested by such Lot Owner against another Lot Owner. In the event of a Lot Owner's default under any terms of this Declaration or any Rules or Regulations, the Association in addition to any other remedies available at law or in equity, shall have the immediate right, or the option at any time while such default exists and without further notice, to cure a Lot Owner's default for the account and at the expense of Lot Owner, and Lot Owner shall reimburse Association upon demand for the reasonable cost (plus interest) of curing Lot Owner's default plus an administration fee of ten percent (10%). In the event Lot Owner fails to reimburse the Association, the Association may levy a Special Assessment against a Lot Owner for such sums pursuant to Section 10.10.

10.16.2. Each remedy set forth in this Declaration and/or in Rules or Regulations shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of the Association or the ACC to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under

any circumstances (except as provided in Section 9.1.8) unless a written waiver is obtained from the ACC.

10.16.3. Under no circumstances shall any violation of this Declaration or of any Rule or Regulation result in any reverter or reversion of title to any Lot.

11. **EXPANSION OPTION.**

11.1. Developer expressly reserves the option and right, for itself and any successor or assignee of Developer, but not the obligation, to expand the Subdivision; and, subject to this Declaration, to submit to the Declaration and add to the Subdivision. Except as contained in Section 11, there are no limitations upon this option to expand.

11.2. Additional property may be developed in any number of phases. Additional property may be added in one or more portions at different times, or it may never be added, and there are no limitations upon the order of addition or boundaries thereof. The parcels submitted to this Declaration need not be contiguous but must be within five hundred (500) feet (and within the same municipality) and the exercise of the option as to any additional property shall not bar the further exercise of the option as to any other additional property.

11.3. The location of Lots on additional property shall be at the sole discretion of Developer.

11.4. Additional property, when and if added to the Subdivision, shall be subject to all of the terms, conditions, and provisions of this Declaration.

11.5. If the option to expand is exercised, Lots added to the Subdivision by an Expansion Amendment shall become liable for Common Expenses as provided in Section 10.10 of this Declaration. Each Lot added pursuant to an Expansion Amendment shall be allocated one vote in the Association.

11.6. The option to expand reserved under Section 11.1 shall be exercisable unilaterally by the Developer, and the consent of Lot Owners or the Association shall not be required. The Developer shall exercise the option by adoption, execution, and recordation of an Expansion Amendment to this Declaration and by recording such plats, certifications, and plans as may be required by the Town or other governmental authority. Each phase of expansion of the Subdivision may be developed on additional property no part of which shall be subject to the provisions of this Declaration unless and until a description thereof is contained in an Expansion Amendment duly recorded with the Register of Deeds of Sheboygan County, Wisconsin.

12. **POOL & COMMUNITY CENTER USE AGREEMENT.**

12.1. A swimming pool facility ("**Pool**") and community center ("**Community Center**") is located adjacent to the Subdivision and **may** be made available to Subdivision residents by the Association pursuant to a use agreement ("**Use Agreement**") with Concord 5, LLC (the "**Pool and Community Center Owner**"). The initial term of the Use Agreement is five years and provides for three (3) additional, automatic, extensions of five (5) years each so long as the Association is not in default of the Use Agreement.

12.2. Each resident shall be annually assessed pursuant to Section 10.10.3.3. herein.

12.3. The Pool will be available for use by Subdivision residents and their guests provided that each adult resident who will use the Pool first reads, signs and returns one copy of the Pool Rules and Regulations and one copy of the Pool Release to the office of Concord Development Company, Attn: Property Manager. The Community Center will be available

for use by Subdivision residents and their guests provided that each adult resident who reserves the Community Center first reads, signs and returns one copy of the Community Center Rules and Regulations, one copy of the Community Center Release, one copy of the Acknowledgement Form and the Reservation Form to the office of Concord Development Company, Attn: Property Manager.

12.4. Association and Pool and Community Center Owner expressly reserve the right: (a) to close the Pool and Community Center **at any time and for any reason**, either temporarily or permanently; (b) to establish rules and regulations for the use of the Pool and Community Center and to amend those rules and regulations from time to time; and (c) to establish the hours and days when the Pool or Community Center will be open. The Use Agreement between the Association and the Pool and Community Center Owner provides as follows:

12.5. Termination Of Use Agreement. Concord reserves the right to terminate this Use Agreement if any one or more of the following events occur:

12.5.1. a. Association ceases to use the property as a pool/community center.

12.5.2. b. Association fails to keep, perform, and observe each and every promise, covenant, and agreement set forth in this Use Agreement.

12.5.3. c. Association transfers, sublets, or otherwise conveys an interest in this real estate without prior approval by Concord.

12.5.4. d. For any reason, in Concord's sole and exclusive discretion, upon 60 days prior written notice. In the event Concord terminates the Use Agreement pursuant to this Section 15(d) use fee shall be prorated as of the termination date and any unused portion shall be returned to the Association.

12.5.5. If Concord becomes aware of any event that could be cause for termination, it shall give Association notice of such default in writing. Association shall be required to respond to such notice within 10 days after issuance of such notice. If Association shall fail to commence corrective action immediately, or if Association shall fail to complete such corrective action within a reasonable period of time, then at the option of Concord, this Use Agreement is terminated and Concord may take possession or control of the property. The rights of termination described above shall be in addition to any other rights and remedies that Concord would have at law or in equity upon a breach of this Use Agreement by Association and the exercise by Concord of any right of termination shall be without prejudice to any other such rights and remedies.

12.6. Association and Pool and Community Center Owner expressly reserve the right to revoke the Pool and Community Center privileges of any resident or guest at any time for any reason, including, but not limited to: the failure of any resident, or any family member or guest of that resident, to observe Pool rules or Community Center Rules; for failure of any resident to pay Association assessments; for failure to perform any other obligation under the Declaration of Restrictions, or the Stonefield Creek Rules and Regulations.

12.7. Closing the Pool or Community Center (either temporarily or permanently), or revoking the Pool privileges or Community Center privileges of Lot Owner or of a family member or guest of Lot Owner, will not in any way affect Lot Owner's other obligations or give Lot Owner any right to an abatement of Association assessments or any other charges due under the protective covenants, in whole or in part.

12.8. The Lot Owners and Association release Concord 5, LLC, Concord Development Company, Concord Home Sales, Inc. and their affiliates, as well as the officers, directors,

agents, principals, and employees of each of the foregoing (collectively, "**Concord**"), from all liability for any and all claims, suits, demands, causes of action, or controversies of any nature relating to any deaths, injuries, losses, and damages that Lot Owner has or may have against Concord and that are in any way connected with the Pool, the Community Center, or the use of the Pool or the Community Center by Lot Owner, Lot Owner's children and/or Lot Owner's guests. In addition, Lot Owner covenants and agrees that Lot Owner will not, and that Lot Owner's children and guests will not, commence any lawsuit, or other legal, administrative, or alternative dispute resolution proceeding against Concord relating to any of the matters released in this Section.

12.9. Lot Owner and Association hereby agree to defend, indemnify, and hold Concord harmless from and against any loss, cost, damage or expense (including, but not limited to, attorney's fees) incurred by Concord in connection with the use of the Pool or Community Center by Lot Owner, Lot Owner's children or Lot Owner's guests, including but not limited to, any provision or use of alcoholic beverages in or near the Community Center, except for any loss, cost, damage or expense incurred by Concord as a result of Concord's willful misconduct.

13. MISCELLANEOUS.

13.1. RESERVATION BY DEVELOPER OF RIGHT TO GRANT EASEMENTS.

Developer hereby reserves the right to grant and convey easements to the Town and/or to any public or private utility company upon, over, through or across those portions of any Lot in the Subdivision within ten (10) feet of any Lot line for purposes of allowing the Town or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Lot(s) or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Developer may grant such easements in its own name and without the consent or approval of any Lot Owner, until Developer has conveyed legal title to all Lots platted or to be platted in the Subdivision to persons other than a Successor-Developer.

13.2. SEVERABILITY.

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

13.3. COVENANTS RUN WITH LAND.

All terms, conditions, and provisions of this Declaration (and as maybe amended) shall constitute covenants running with the land.

13.4. AMENDMENTS TO DECLARATION.

This Declaration may be amended by recording in the office of the Register of Deeds for Sheboygan County, Wisconsin, a document to that effect executed by the owners of at least sixty seven percent (67%) of all Lots in the Subdivision, and their mortgagees, with all signatures duly notarized (except with respect to Sections 12 hereof, which must be executed by the owners of at least one hundred percent (100%) of all Lots in the Subdivision, and their mortgagees, with all signatures duly notarized). Such amendment shall become effective only upon recording. Notwithstanding the foregoing provisions of Section 13.4, Developer may amend this Declaration without the consent of any of the Lot Owners solely to effect an expansion of Stonefield Creek to include permitted (Section 11) parcels of real estate as may be acquired by Developer from time to time.

13.5. TERM OF DECLARATION.

This Declaration (and any amendments) shall be binding for a period of 20 years (from the date the Declaration is recorded) upon all Lot Owners and any other persons claiming under or through the Developer. Upon the expiration date of such initial 20-year period, this Declaration shall be automatically renewed for a successive period of ten (10) years and thereafter for successive periods of ten (10) years upon the expiration date of the prior renewal period, unless there is recorded an instrument (executed by the Owners of at least sixty seven percent (67%) of all Lots in the Subdivision and their mortgagees) terminating this Declaration, in which event this Declaration shall terminate upon the recording of such instrument of termination or expiration of the initial 20-year term, whichever occurs later.

13.6. DISCLAIMER.

Notwithstanding any other provision(s) of this Declaration, Developer is under no obligation to any Lot Owner to develop or plat at any time any portion(s) of the Subdivision not already platted as of the date of recording this Declaration. If Developer fails to cause all such unplatted portions of the Subdivision to be duly platted within ten (10) years from the date of recording of this Declaration, Developer's exclusive right to appoint the officers of the Association shall terminate.

13.7. INTERPRETATION.

These Declarations shall be construed and interpreted in favor of restricting the use of each Lot consistent with the purposes hereof and any ambiguity shall be resolved against any Lot Owner who installs any structure or engages in any activity not clearly authorized under these Declarations or approved in writing by the Board.

[remainder of this page intentionally blank]

IN WITNESS HEREOF, this Declaration of Restrictions is executed by Concord 5, LLC, as Developer, as of the date first written above.

Concord 5, LLC
By: Concord Development Company, Manager

Andrew A. Petzold, President

STATE OF WISCONSIN)
) §
OZAUKEE COUNTY)

Personally came before me this 5th day of June, 2003, the above named Andrew A. Petzold, President of Concord Development Company, manager of Concord 5, LLC, to me known to be such officer and acknowledge that he executed the foregoing instrument as such officer as the deed of the corporation, by its authority.

Notary Public, State of Wisconsin
My Commission Expires:_____

Drafted by, and when recorded return to:
W. Dirk Hausmann
Wisconsin State Bar No. 1000205
Concord Development Company
11501 N. Port Washington Road, Suite 200
Mequon, WI 53092
262/241-9910

Schedule A

**Stonefield Creek
Minimum Square Footage Requirements of Homes (Exclusive of Garage, Porches or
Patios)**

Single Family Lots

Single Family Units

One Story	Two Story	
	First Floor	Second Floor
1050	700	400

Manufactured homes placed upon a Lot in the Subdivision shall have the following minimum size: double wide 26' x 40', said dimensions are exclusive of garages, breezeways, open porches or covered patios.

EXHIBIT A

LOTS 1-169 AND OUTLOTS 1-3, REPLAT OF STONEFIELD COMMUNITY SUBDIVISION, A SUBDIVISION LOCATED IN PART OF THE NE $\frac{1}{4}$, SW $\frac{1}{4}$, AND SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$ OF SECTION 4, TOWNSHIP 15 NORTH, RANGE 23 EAST, TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

STONEFIELD CREEK RULES AND REGULATIONS

(1) GENERAL

1. Children shall not play in the roads, or in other residents' yards.
2. No discharge of firearms, bow, and arrow, hunting or trapping, etc. will be permitted in the Subdivision.
3. Do not stuff insulation in your windows. Any materials designed as an additional storm window must be secured on the inside of the Home, not on the outside.
4. From November 1 to April 1, no more than two (2) face cords of firewood may be stacked neatly on the Lot; from April 1 to October 31, no more than one face cord can be stacked on the Lot. All wood should be out of view from the street. All wood must be pre-cut before it is delivered to your Lot.
5. Rummage sales may be held during the second weekend of April, May, September and October. The second weekend of the month, consisting of a Thursday, Friday, Saturday, and Sunday, is determined by the second Friday of the month.

(2) LOTS

1. The Lot Owner is responsible and must pay for damages caused by the Lot Owner while working on or around the utilities including the electrical pedestal, receptacles, television or telephone cables or pedestals, gas, water and sewer pipes, etc. Lot Owner is also responsible and must pay for damage to sign posts, mailboxes or Lots, etc. which damage was caused by the Lot Owner or the Lot Owner's guest.
2. Using other residents Lots for short cuts is not permitted, nor are your children permitted in other residents' yards without their expressed permission.
3. No painting or dressing of any concrete walks or patios.
4. Gardens: Approval from the ACC must be obtained first if you should decide to plant a garden. The size must not exceed 4' x 10'. No gardens shall be permitted in front or side yards. Locations must be behind your garage, or in the back of your home, depending on instruction from the Association. No corn is permitted or any plants which grow higher than tomato plants. Your Lot must be able to tastefully accommodate a garden. Not all Lots will accommodate a garden.
5. No outside fires are permitted except in a barbecue grill.
6. No outside storage of any item is permitted on patios or exterior areas surrounding the Home excepting patio furniture and regulation trash containers.

(3) VEHICLES

1. There should be no more than two (2) automobiles parked on the driveway per Lot. Lot Owner shall park their automobiles in their respective garage or driveway.
2. All vehicles must be in operable condition and display a current license plate.
3. Working on vehicle, repainting, overhauling, etc., is not permitted on streets or Lot. Working on, and changing tires/oil shall only be permitted in Lot Owner's garage, if

applicable. Damage resulting from petroleum spillage / leaks will be billed to the Lot Owner.

(4) LAUNDRY

1. Clothesline can be strung on the following approved clothesline poles. (Check with Association before installing.)
 - Retractable clothesline with one (1) pole (other portion attached to house).
2. Laundry is not to be hung outside overnight or for more than one (1) day at a time
3. ACC must approve location of clothesline pole before installation.

(5) ANIMALS

1. Pets may NOT run loose. Pets must be on a leash, no longer than twelve (12) feet long, held by the Lot Owner or anchored in the ground anytime the pet is outside. In lieu of the foregoing, the installation and operation of “invisible fences” is permitted.
2. Pets are not to be tied to streetlights, mailboxes, trees, shrubs, or cars.
3. Pet feces shall be confined to your Lot, not your neighbors’ or play area, and must be picked up promptly. This is a State Law.
4. All dogs and cats are subject to all local pet ordinances, including but not limited to, licensing provisions. You must contact your local clerk to obtain a license for your pet.
5. The Lot Owner is responsible for their visitor/guest animals to ensure that they conform to the animal rules.

(6) TENTS / TRAMPOLINES

No tents or trampolines of any size or type will be permitted in the Subdivision.

(7) SNOW REMOVAL

Lot Owners must clear all snow from their Lot (i.e. walkways, etc.) within 24 hours of snowfall. If Lot Owner fails to adhere to this policy the Association reserves the right to remove the snow and charge the Lot Owner for any costs associated with such removal.