

DOCUMENT TITLE

FOURTH AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
ARBOR RIDGE

DOCUMENT NO.

2237220

SANDY DISRUD
REGISTER OF DEEDS
ROCK COUNTY, WI
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RECORDING AREA

NAME AND RETURN ADDRESS

Hendricks Land Development, LLC
Attn: Lori Goff
525 Third Street, Ste 300
Beloit, WI 53511

Parcel Identification Number

See Attached

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ARBOR RIDGE

This Fourth Amendment to Declaration of Covenants and Restrictions for Arbor Ridge is made and entered into effective the 14th day of March, 2023 (the “Amendment”).

WHEREAS, Hendricks Land Development, LLC (“Developer”) caused to be prepared and recorded that certain Declaration of Covenants and Restrictions for Arbor Ridge dated July 31, 2007, recorded in Rock County, on the 1st day of August, 2007, as Document No. 1800387, as amended by First Amendment to the Declaration of Covenants and Restrictions for Arbor Ridge dated June 22, 2016, recorded in the office of the Rock County Register of Deeds on the 1st day of July 2016, as Document No. 2055399, Second Amendment to Declaration of Covenants and Restrictions for Arbor Ridge dated December 19, 2019, recorded in the office of the Rock County Register of Deeds on the 26th day of December 2019, as Document No. 2144260 and Third Amendment to Declaration of Covenants and Restrictions for Arbor Ridge dated April 15, 2022, recorded in the office of the Rock County Register of Deeds on the 19th day of April 2022, as Document No. 2216280 (collectively, the “Declaration”); and

WHEREAS, the Declaration as recorded concerned lands identified in the Plat of the Subdivision (“Subdivision”) recorded in the office of the Register of Deeds of Rock County, Wisconsin, on the 22nd day of March, 2007, as Document No. 1784039; and

WHEREAS, pursuant to the provisions of such Declaration, the Developer reserved the right pursuant to Section 9.5 to amend the Declaration at any time and from time to time so long as the Developer continued to own lots in the Subdivision; and

WHEREAS, at the time of this Amendment, Developer continues to own lots in the Subdivision and desires to amend the Declaration as follows:

1. **Combined Lots.** Declarant acknowledges that pursuant to Certified Survey Map recorded on November 21, 2022, CSM 42-106, in the Register of Deeds Office, Rock County, Wisconsin, as Document 2231242 that Lots 51 and 52 have been combined to a single lot. For all purposes under the Declaration, historic Lots 51 and 52 shall constitute one lot and all assessments and rights in connection with the historic Lots 51 and 52 vest as a single lot in the Subdivision. The lot shall be numbered 51 henceforth.

2. **Storm Water Management Practices Maintenance Agreement.** Appended hereto and incorporated by this reference is that certain Storm Water Management Practices Maintenance Agreement entered into between the City of Janesville and the Arbor Ridge Homeowners Association, Inc. This Storm Water Management Practice Maintenance Agreement concerns maintenance of storm water facilities located on Outlot 2 and Outlot 12. Pursuant to City of Janesville Ordinance, the owner of storm water facilities are responsible for inspecting, maintaining and repairing in good working condition storm water facilities in accordance with storm water plans on file with the City. This provision of the Declaration of Covenants and Restrictions for Arbor Ridge is designed to confirm that the Storm Water

Management Practices Maintenance Agreement has been entered into by the Homeowners Association and the City contemporaneously herewith and is attached hereto as Exhibit A.

3. **Ratification.** The Developer represents that all necessary action to affect the approval of and authorization to make this Amendment has been duly affected.

4. **Declaration Remains in Effect.** Except as expressly amended or modified by the foregoing, the Declaration shall remain in full force and effect and shall not be cancelled, suspended or otherwise abrogated by the recording of this Fourth Amendment.

Signature on Following Page

LEGAL DESCRIPTION

The Plat of Arbor Ridge Subdivision, which was recorded in the office of the Register of Deeds of Rock County, Wisconsin on March 22, 2007, as Document No. 1784039, being part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$, part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and part of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 22, T3N, R12E, of the 4th P.M., City of Janesville, Rock County, Wisconsin.

EXHIBIT A
Storm Water Management Practices Maintenance Agreement

**STORM WATER MANAGEMENT PRACTICES
MAINTENANCE AGREEMENT**

THIS AGREEMENT, made and entered into this ____ day of February, 2023, by and between Arbor Ridge Homeowners Association, Inc., a Wisconsin corporation hereinafter called the "Owner," and the City of Janesville a municipal corporation located in Rock County, Wisconsin, hereinafter called the "City."

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Janesville, Rock County, State of Wisconsin:

OUTLOT 2, ARBOR RIDGE, CITY OF JANESVILLE, COUNTY OF ROCK, STATE OF WISCONSIN.

OUTLOT 12, ARBOR RIDGE, CITY OF JANESVILLE, COUNTY OF ROCK, STATE OF WISCONSIN.

hereinafter called the "Property."

WHEREAS, the Owner has developed the Property; and

WHEREAS, the Owner of the Property provided for on-site storm water management practices within the confines of the Property; and

WHEREAS, the City and the Owner agree that the health, safety and welfare of the residents of the City of Janesville, require that on-site storm water management practices as required by Chapter 32, Storm Water System, of the Municipal Code be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management facilities as shown on the Plan or as built currently be constructed and adequately maintained by the Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water management facilities shall be constructed by the Owner in accordance with the plans and specifications indicated in the Plan and applicable statutes, ordinances, and rules. The storm water management practices shall serve the Property drainage area.
2. Effective hereinafter, the Owner shall regularly inspect the storm water management facilities and specifically the function of the approved storm water management system as often as conditions require, but in any event at least once each year. The Long Term Inspection Form attached to this agreement as Exhibit A by this reference made a part hereof, shall be followed for the regular inspections of the storm water management facilities. The Owner shall keep the operation and maintenance reports from past inspections as well as a log of maintenance

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18 N. Jackson Street
Janesville, WI 53547-5005d

Parcel No.: 241 0122400302 and 241
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activities indicating the date and type of maintenance completed. The reports and maintenance log shall be submitted to the City Engineer and retained by the City for a period of 10 years. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all facilities including, but not limited to, berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the operation and maintenance reports.

3. The Owner shall adequately maintain the storm water management facilities including, but not limited to, all pipes and channels built to convey storm water to the facility, as well as all structures, improvements and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, in accordance with Exhibit A, is herein defined as keeping the storm water management facilities in good working condition so that these facilities are performing their design functions and are maintained in accordance with the Plan.
4. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the storm water management facilities whenever the City deems necessary. The purpose of the City's inspection is to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner with copies of the inspection findings and a directive to commence with repairs if necessary. Corrective actions shall be taken within a reasonable timeframe as established by the City Engineer.
5. If the Owner fails to maintain the storm water management facilities in good working condition, consistent with the terms of the Plan and does not perform the required corrective actions and inspections in the specified time, the City shall provide written notice of the deficiency with an opportunity to cure within thirty (30) days of such notice and thereafter the City may perform the corrective actions identified in the written notice and charge the Owner for the cost of such work. If the Owner fails pay to such costs to the City within 30 days as required by Section 7, below, the cost of such work may be specially assessed against the Property pursuant to Wisconsin Statutes Section 66.0703. The Owner hereby acknowledges that the Property benefits from the corrective actions taken by the City and hereby waives any right to notice or hearing of said special assessment pursuant to Section 66.0703(7)(b), Stats.
6. The Owner shall perform the work necessary to keep the storm water management facilities in good working order as appropriate. In the event a maintenance schedule for the storm water management facilities (including sediment removal) is outlined on the approved plans, the schedule shall be followed. The minimal amount of maintenance on the storm water management facilities shall be in accordance with Exhibits A and B.
7. In the event the City, pursuant to this Agreement, performs work of any nature or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City within 30 days of receipt of an invoice for all actual costs incurred by the City hereunder.
8. This Agreement imposes no liability of any kind whatsoever on the City, its officers, agents and employees, and the Owner agrees to indemnify and hold the City harmless as and against any and all claims, actions, causes of action, demands, including attorney fees and court costs which the City may incur as a result of the failure of the storm water management system and/or actions taken or not taken by the City to enforce the terms of this Agreement including, but not limited to, the performance of maintenance activities.

9. This Agreement shall be recorded at the Rock County Register of Deeds Office and shall constitute a covenant running with the land and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interests or future owners of the Property, including any homeowners or condominium association.

10. The Owner shall provide the City with a copy of any document which creates a homeowners or condominium association that is responsible for the storm water management facilities. This Agreement shall be referenced in any document which creates a homeowners or condominium association that is responsible for maintenance of the storm water management facilities and such document shall be recorded at the Rock County Register of Deeds Office and shall constitute a covenant running with the land.

11. Notwithstanding anything in this Agreement to the contrary, in the event the Owner, or the Owner's successors and assigns, sell or otherwise transfer ownership in the Property, the Owner or the successor or assigns making said transfer, is hereby released from any and all liabilities and obligations under the terms of this Agreement. The liabilities and obligations under this Agreement shall automatically transfer with the ownership of the Property to the new owner of the Property irrespective of any formal assumption of responsibility by such successor.

CITY OF JANESVILLE

By: _____ Dated: _____
 Tom Clippert, Building Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
 ROCK COUNTY)

Personally came before me the ____ day of _____, 20__ the above named Tom Clippert, to me known to be the Building Director of the City of Janesville and to me known to be the person who executed the foregoing document and acknowledged the same.

 Notary Public, State of Wisconsin
 Rock County.
 My Commission is permanent. (If NOT, expiration date is: _____)

ARBOR RIDGE HOMEOWNERS ASSOCIATION, INC.

By: _____ Dated: _____
Konya Schuh, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)ss.
ROCK COUNTY)

Personally came before me the ____ day of February, 2023 the above named Konya Schuh, to me known to be the President of Arbor Ridge Homeowners Association, Inc. and to me known to be the person who executed the foregoing document and acknowledged the same.

Notary Public, State of Wisconsin
Rock County.
My Commission is permanent. (If NOT, expiration date is: _____)

This Document Drafted By City Attorney, Wald Klimczyk

Exhibit A
(Operation Maintenance Inspection Plan)

Wet Detention Pond

- Require sediment removal once the average depth of the permanent pool of water is reduced from normal base elevation by two (2) feet. Sediment depth should be inspected at a minimum of once a year in the fall (end of October). If sediment has exceeded capacity of the pond, it must be removed, with details recorded including method of removal, place sediment is moved to, and so forth.
- Embankments must be free and clear of woody vegetation, and inlet and outlets must be in good working condition. Access must be provided to perform maintenance activities.
- Address weed and/or algae growth and removal, insect and wildlife control and any landscaping practices.
- If a liner is used, show how the liner will be protected from damage during sediment removal, or when the liner is undergoing repair.
- Prohibit excavation below the original design depth unless geotechnical analysis is completed in accordance with V.A.1.b & c