

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

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**FIRST AMENDMENT TO
CONDOMINIUM
DECLARATION**

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**STONE HAVEN CONDOMINIUM
OWNER'S ASSOCIATION**

Record this document with the Register of
Deeds

Name and Return Address:

Shawn J. Anderson, Esq.

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511 North Broadway,

Suite 1100

Milwaukee, WI 53202

MNFV0140.014 and MNFV0140.015

(Parcel Identification Number)

The Stone Haven Condominium Owner's Association, was created by a Declaration, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on the 18th day of April, 2019 as Document No. 4392119 (the "Declaration"); and

WHEREAS, the Stone Haven Condominium Owner's Association (the "Association"), pursuant to the rights reserved in Article 12(j) of the Declaration, and desires to amend the Declaration;

WHEREAS, the following described real estate is subject to the Declaration:

Lots 14 and 15 in Block I in Glenhaven, a Subdivision of part of the Southeast $\frac{1}{4}$ of Section 35, in Township 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Section 9 shall be amended to delete the ~~striketrough~~ language and add the underlined language to read as follows:

9. Registered Agent for Service of Process. The initial registered agent individual for the condominium who shall receive service of process shall be a Unit owner, located at the following addresses: W144N4834 Stone Drive, Menomonee Falls, Wisconsin 53051, W144N4822 Stone Drive, Menomonee Falls, Wisconsin 53051, N48W14416 Hampton Avenue, Menomonee Falls, Wisconsin 53051, or N48W14404 Hampton Avenue, Menomonee Falls, Wisconsin 53051. Upon receipt, the receiving Unit owner shall provide a copy to the non-receiving Unit owners. Michael D. Orgeman at 111 E. Wisconsin Avenue, Suite 1800, Milwaukee, Wisconsin 53202. The name or residence of such agent may be changed by the Association by resolution upon proper filing of the Register of Deeds.

Section 12(d) shall be amended to delete the ~~striketrough~~ language and add the underlined language to read as follows:

d. Lease of Units. A Unit owner's ability to lease or not lease a Unit is provided for in the Association's Bylaws.

~~Each Unit or any part thereof may be rented by written lease, provided that:~~

~~(i.) — The term of any such lease shall not be less than twelve (12) months;~~

~~(ii.) — The lease contains a statement obligating all tenants to abide by the Declaration, the Bylaws, and all rules and regulations of the Association and providing that the lease is subject and subordinate to same;~~

~~(iii.) — The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Bylaws, and all rules and regulations of the Association shall be enforceable by the Association as a third party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Bylaws, and the rules and regulations of the Association, the right to evict the tenant or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation; and~~

~~(iv.) — A true and complete copy of the lease shall be provided to the Association at least ten (10) days prior to execution so that the Association can confirm that the lease meets the requirements of this Section.~~

~~During the term of any lease of all or any part of a Unit, each Unit owner shall remain liable for the compliance of the Unit, such Unit owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws and the rules and regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.~~

Section 12(q) shall be struck in its entirety.

~~q. — Assessments Against Units Owned by Declarant.~~ During the period of Declarant control of the Association under Section 703.15(2)(c) of the Wisconsin Statutes, no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant control, however, the General Assessments payable by a Unit owner other than Declarant shall not exceed the amount that Unit owner would be charged if Declarant's Units were subject to full

~~General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit owners other than Declarant do not cover total Common Expenses. Furthermore, if the Association has established a statutory reserve account under Section 703.163 of the Wisconsin Statutes, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the building in which the Unit is located has been completed.~~

[Signature Page Follows]

IN WITNESS WHEREOF, the Association has executed this First Amendment to the Condominium Declaration for Stone Haven Condominium this 26 day of November, 2024, having received the required consents and approvals for the amendment.

STONE HAVEN CONDOMINIUM OWNER'S ASSOCIATION, an unincorporated association.

By: Dieter Tenpe
DIETER TENPE, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Waukesha)

This document was acknowledged before me by Dieter Tenpe, as President of Stone Haven Condominium Owner's Association on this 26th day of November, 2024.

Jenna M Tank
Notary Public, State of Wisconsin
Name: Jenna M Tank
My Commission Expires: May 27, 2027

This document was drafted by:
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