

Document Number	CONDOMINIUM DECLARATION FOR STONE HAVEN CONDOMINIUM Document Title
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4392119

 REGISTER OF DEEDS
 WAUKESHA COUNTY, WI
 RECORDED ON

 April 18, 2019 09:31 AM
 James R Behrend
 Register of Deeds

 13 PGS
 TOTAL FEE: \$30.00
 TRANS FEE: \$0.00

Book Page -



Name and Return Address:

 Arthur Sawall
 N63W23217 Main St.
 Suite 200
 Sussex WI 53089

Parcel Identification Number:

 (1) MNFV0140.014
 (2) MNFV0140.015

3013

This information must be completed by submitter: document title, name and return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. **Note:** Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004.

**CONDOMINIUM DECLARATION
FOR
STONE HAVEN CONDOMINIUM**

This Declaration is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes and particularly "Section 703.365, "Small Residential Condominiums" in its entirety, except as specifically modified herein, this 15th day of April, 2019, Stone Haven Condos, LLC, a Wisconsin limited liability company, by Arthur Sawall, Sole Member, (hereafter "Declarant"), as sole owner, hereby declares that the property known as W144 N4834 and W144 N4822 Stone Drive, Menomonee Falls, Wisconsin 53051 and the property known as N48 W14416 and N48 W14404 Hampton Avenue, Menomonee Falls, Wisconsin 53051, together with all buildings and improvements thereon is hereby submitted to the condominium form of ownership as provided by the Act and this Declaration, and shall be known as Stone Haven Condominium.

1. Description of Land. The following described real estate is made subject to this Declaration:

Lots 14 and 15 in Block 1 in Glenhaven, a Subdivision of part of the Southeast ¼ of Section 35, in Township 8 North, Range 20 East, in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin.

2. Description of Buildings and Units. The property consists of 2 Hardie plank sided buildings with asphalt shingles containing 2 Units each and a garage attached to each Unit, to be designated as Unit 1, Unit 2, Unit 3, and Unit 4. The buildings are to be located on real estate as indicated on the survey attached hereto as Exhibit A and made a part of this Declaration. A Unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, as said boundaries are shown on the building and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained.

Each Unit contains one of the following:

- (i.) Kitchen,
- (ii) Dinette,
- (iii.) Great room,
- (iv.) Foyer,
- (v.) Master bedroom and master bathroom,
- (vi.) Second bedroom or study,
- (vii.) Third bedroom,
- (viii.) A second bathroom,
- (ix.) An attached garage,
- (x.) Porch, and
- (xi.) Deck/Patio.

Each unit is approximately one-half of the entire interior of the building. The location and dimensions of the building and of each unit appear graphically in the condominium plat filed for record with this Declaration.

3. Common Elements and Limited Common Elements. The Common Elements shall consist of all Stone Haven Condominium improvements and appurtenances, except the individual Units as defined above, including the land, the exterior of the building, bearing walls, the attic, roof, rain gutters, down spouts, the common wall separating the Units, foundations, retaining walls, fences, driveway, utilities services, pipes, ducts, centralized utility services, electrical wiring and conduits, public utility lines, water and sewer laterals, landscaping, and all other areas not contained in the Units or specifically designated in the condominium plat as Limited Common Elements.

The Limited Common Elements designated in the condominium plat include the stoops, patios, sidewalks, decks and driveways appurtenant to each individual Unit. Such Limited Common Elements shall be reserved for the exclusive use of the owner or occupant of the Unit to which they are appurtenances. No Unit owner may alter, remove, repair, maintain, decorate, landscape or adorn any Limited or Common Element in any manner contrary to any rule or regulation.

4. Easements.

a. Access to Units by the Association. The Association (as defined herein), and any committee of the Association, person and property manager which the Association may appoint, shall have an easement to enter any Unit upon reasonable notice but not less than 24 hours to the Unit owner of such Unit (or upon no notice, if an emergency exists or such access is necessary to prevent damage to the Common Elements, Limited Common Elements, or Other Units) for the purpose of curing a dangerous condition, abating a nuisance or gaining access to any Common Element or Limited Common Element in order to inspect, install, maintain, replace, or repair the same. Further, any insurance inspector permitted by the Association and any person authorized by any governmental authority having jurisdiction to inspect any Common Element or Limited Common Element for compliance with building, fire, or other applicable laws, codes, regulations, ordinances, or orders or insurance requirements, shall have an easement to enter any Unit upon reasonable notice by the Association to the Unit owner of such Unit for the purpose of gaining access to such Common Element or Limited Common Element to inspect the same, provided, however, that any such inspector or person shall be accompanied by an officer of the Association or a person or property manager whom the Association may appoint at all times during such access to the Unit. The Association shall have keys permitting access to all of the Units that may be used when entering the Units as provided in this Declaration. The Association shall repair at its expense any damage caused by access to any Unit by any person in accordance with this Section.

b. Easement for Ingress and Egress in Favor of Each Unit. Each Unit owner shall have a perpetual right of ingress and egress over the Common Elements and the Units, if necessary, for access to the owner's own Unit and for purposes of repairing and maintain electrical,

plumbing, heating facilities, water pipes and laterals, sewer pipes and laterals, underground electric and telephone wires, and so forth.

c. Access to Units by Neighboring Unit Owners. Each Unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls and the like, where space between the walls may be necessary for such uses, provided that the Unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the Unit owner at his or her sole expense upon completion or termination of the use requiring the easement.

5. Maintenance and Repairs.

a. By Association. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining the Common Elements including snow plowing all sidewalks, parking areas; and the maintenance, repair, and replacement of all outdoor Common Element amenities, including landscaping, sidewalks, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

b. By Unit Owner. Each Unit owner shall be responsible for the construction, maintenance, repair, and replacement of all structures and improvements constructed within the Unit, except to the extent any repair cost is paid by the Association's insurance policy.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment (as defined herein) under this Section.

6. Percentage Interest. The owner of each Unit shall have a 25% interest in the Common Elements and the Limited Common Elements, and shall have a right to use and occupy the Common Elements in accordance with the provisions of this Declaration, the By-Laws, the rules and regulations, and amendments thereto if any, constituting the agreement of the parties.

7. Voting. The owner or owners of each Unit shall be entitled to cast one (1) vote per Unit. The Declarant shall be entitled to cast the votes pertaining to any Unit owned by Declarant.

8. Use of the Property and Units. The property and Units are restricted to residential use only and each Unit shall be occupied by only one family. Units may be rented by the owner, but may not be subdivided.

9. Registered Agent for Service of Process. The initial registered agent for the condominium who shall receive service of process shall be 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.

10. Destruction and Reconstruction. If an entire building or buildings are damaged or destroyed so as to be uninhabitable, only the unanimous vote and decision of the owners of all Units shall affect the decision to repair, rebuild or sell. If they cannot agree, the provisions of Section 703.365 as to arbitration shall be controlling. In the event of the partial or total destruction of any or all Units, Common Elements, or Limited Common Elements, they shall be repaired and rebuilt as soon as practical and substantially to the same design, plan and specifications as originally built, unless otherwise unanimously agreed by the owners. If only the interior of one Unit is badly damaged and destroyed, its owner shall effect the necessary repairs and restoration.

11. The Condominium Association.

a. General. The Association shall be an unincorporated Association comprised of one representative from each Unit. The Association is authorized to establish rules and regulations for the use of the Condominium and to prescribe fines, penalties, or Special Assessments for any violations thereof. All owners shall be members of the Association and responsible for carrying out the purposes of this Declaration and shall agree to abide by and be subject to the rules and regulations, duties and obligations of this Declaration and the Bylaws adopted in connection therewith. The Association shall meet at least annually.

b. Common Expenses. Any and all expenses incurred by the Association in connection with the management and control of the Condominium, the cleaning, maintenance, repair, and replacement of the Common Elements and Limited Common Elements, and the administration of the Association shall be deemed to be common expenses (the "Common Expenses"). The Common Expenses shall include, without limitation, expenses incurred for the following items: insurance premiums; reserve funds for extraordinary maintenance, repairs, and replacements of Common Elements and Limited Common Elements; landscaping and lawn care; cleaning and janitorial service; snow shoveling and plowing; improvements to the Common Elements and Limited Common Elements; common security lighting; municipal utility services; trash collection; and maintenance and management salaries and wages, if any.

c. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Units for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Unit shall be assessed in proportion to the percentage interest in the Common Elements as determined under

Section 6 that is appurtenant to such Unit. Any General Assessment not paid within thirty (30) days of the due date shall bear interest at eighteen percent (18%) per annum until paid in full and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

d. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Units for deficiencies in the case of destruction or condemnation as set forth in Section 10; against any Unit or Units for defraying the cost of improvements to the Common Elements; against any Unit for Common Expenses arising from the acts or omissions of any Unit owner, tenant, or occupant of such Unit, or any employee, guest, contractor, agent, or invitee of a Unit owner or tenant or occupant of such Unit (including, without limitation, increases in the premiums for insurance policies maintained by the Association); against any Unit to remedy any violation by such Unit's Unit owner of this Declaration, the Bylaws, or rules and regulations promulgated hereunder; or against any Unit or Units for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Any Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessments not paid within thirty (30) days of the due date shall bear interest at eighteen percent (18%) per annum until paid in full and, together with the interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

12. General Provisions. The ownership, use and operation of the condominium shall be subject to the following provisions, binding on the owners of each Unit:

a. Insurance. The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for each of the Unit owners and their respective mortgagees as their interest may appear. Premiums shall be Common Expenses. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit owners, or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Association to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 10 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the

Unit owners and their mortgagees if any, as their respective interest may appear, in the manner provided by the Act.

Each Unit owner shall procure and maintain suitable public liability, fire and extended coverage on the interior of his or her own Unit. To the extent possible, any insurance provided hereunder shall state that the insurer waives its rights of subrogation as to any claim against a Unit owner and the Association, and that the insurance cannot be cancelled, invalidated or suspended without thirty (30) days prior written notice to the Association and the other unit owner. The amount, protection and types of hazards to be covered shall be reviewed annually by the Unit owners, and the amount of coverage, may be increased or decreased at any time as deemed necessary to conform to the requirements of replacement value.

The Association shall also provide public liability insurance covering the common areas and facilities and the limited common areas in such amounts as may be determined at the discretion of the Association from time to time. The Association may also provide worker's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Association to be necessary from time to time.

b. Central Air Conditioning. All air conditioning equipment installed in each Unit shall be located immediately adjacent to the unit on a concrete pad and become a part of each such Unit.

c. Real Estate Taxes. Real estate taxes will be assessed separately by the Village of Menomonee Falls and Waukesha County on each Unit and shall be paid individually and directly by the owner of the Unit.

d. Lease of Units. 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.

e. Alterations.

(i.) Unit Owners Rights With Respect to Interiors. Each owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish or redecorate the interior surface of the walls, ceilings, floors and doors forming the boundary of his or her Unit and all such items within the Unit boundaries and to erect or demolish partition walls of a non-structural nature provided that the owner may take no action which will materially change any common walls or cause damage to the structure of the Condominium.

(ii.) Unit Owners Rights With Respect to Common Elements and Limited Common Elements. No Unit owner may alter, remove, repair, maintain, decorate, landscape or adorn any Common Element or Limited Common Elements in any manner contrary to any rule or regulation of the Association. No structural or mechanical changes shall be made by any owner to any of the Common Elements or Limited Common Elements without the prior written approval of the Association.

f. Enforcement. Each Unit owner shall have the right to enforce all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of or pursuant to the terms of this Declaration, by any proceeding at law or in equity. Except in the event of the collection of assessments owing, before such enforcement, the owner seeking enforcement shall submit the issue to arbitration pursuant to Chapter 703.365(6); however, the owners may agree to use two (2) arbitrators except where an expenditure or action is believed to be necessary for the safety and proper use of the property or the owner's Unit, in which case the statutory procedure shall not be modified.

No Unit owner may exempt him or herself or any Unit of any liability for contribution toward Common Expenses by any waiver of the use or enjoyment of any Common Element or Limited Common Element or by abandonment of the Unit; no conveyance shall relieve the Unit or the Unit owner of any such liability and the owner shall be jointly, severally and personally liable along with his or her grantee in any conveyance for General Assessments and Special Assessments incurred up to the date of sale for which a statement of condominium lien is reported, until all such assessments charged to the Unit have been paid.

All Common expenses and assessments, when due, shall immediately become a personal debt of the owner and also a lien until paid against the Unit as provided in the Act. The Association shall perfect and enforce said lien and may charge interest at the rate of eighteen percent (18%) per annum for any monies owing hereunder for thirty (30) days after the date of assessment.

g. First Mortgagee's Rights Confirmed. No provision of the condominium documents gives an owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a payment to the Unit owner of insurance proceeds or condemnation awards for losses to, or a taking of, a Unit and Common and Limited Common Elements.

h. Partition of Common and Limited Common Elements Prohibited. There shall be no partition of Common Elements or Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property withdrawn from the terms of the applicable statutes regarding condominium ownership.

i. Severability. Invalidation of any one of the covenants or restrictions of this Declaration, by judgment or court order, shall in no way affect any other provision, all of which shall remain in full force and effect.

j. Amendment. This Declaration may be amended at any time by the agreement of the owners and mortgagees of each Unit, but no amendment shall be effective until the certificate setting forth the amendment is signed by the owners and mortgagees of each Unit and recorded in the office of the Register of Deeds for Waukesha County, Wisconsin. Each mortgagee shall be provided prior written notice of any proposed amendment.

k. Notices. All notices and other documents required to be given by this Declaration shall be sufficient if given to one owner of a Unit personally or by regular mail, regardless of the number of owners who may have an interest therein.

l. The Condominium Plat. A copy of the condominium plat filed for record is attached hereto as Exhibit A as a part of this Declaration.

m. Controlling Law. All operations of the condominium shall be conducted in compliance with the applicable provisions of the Condominium Ownership Act of the Wisconsin statutes.

n. Failure of Association to Insist on Strict Performance not Waiver. The failure of the Association or of one owner to insist upon the strict performance of any of the terms, conditions, or restrictions of this Declaration or the rules and regulations established hereunder, or to exercise any right or option granted herein shall not be construed as a waiver or relinquishment for the future of any such term condition or restriction, which shall remain in full force and effect.

o. Conflict in Condominium Documents. If a conflict exists among any provisions of this Declaration, the Bylaws, or any rules and regulations of the Association, or between or among any of them, this Declaration shall be considered the controlling document, followed in order by the Bylaws, and any rules and regulations of the Association.

p. Statutory Reserve Account Statement. The Condominium shall not initially have a Statutory Reserve Account, as described in Wisconsin Statute Section 703.163,

effective as of the date of the recording of this Declaration. This determination is made by the Declarant. The Declarant, a Unit Owner, the Association, or a director, officer, manager, or employee of the Association is not liable in connection with the establishment or termination, or decision not to establish or terminate, a Statutory Reserve Account or for any deficiencies in a Statutory Reserve Account that are due to the determination of amounts to be assessed for reserve funds.

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 Declarant has executed this Declaration at Sussex,
Wisconsin on April 15, 2019.

STONE HAVEN CONDOS, LLC

By Arthur Sawall
Arthur Sawall, Sole Member

STATE OF WISCONSIN)
) ss.
COUNTY OF *Waushara*)

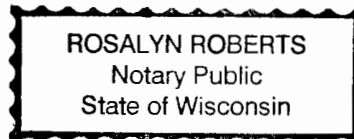
Personally came before me, this 15th day of April, 2019, the above named Arthur Sawall, to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Stone Haven Condos, LLC and that said instrument was signed on behalf of said company by its authority, and said person acknowledged said instrument to be the free act and deed of said company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Carolyn Kahl
Notary Public, State of Wisconsin
My Commission expires: 12/14/22

This instrument was drafted by
and should be returned to:

Michael D. Orgeman
Lichtsinn & Haensel, S.C.
 111 East Wisconsin Avenue, Suite 1800
 Milwaukee, Wisconsin 53202

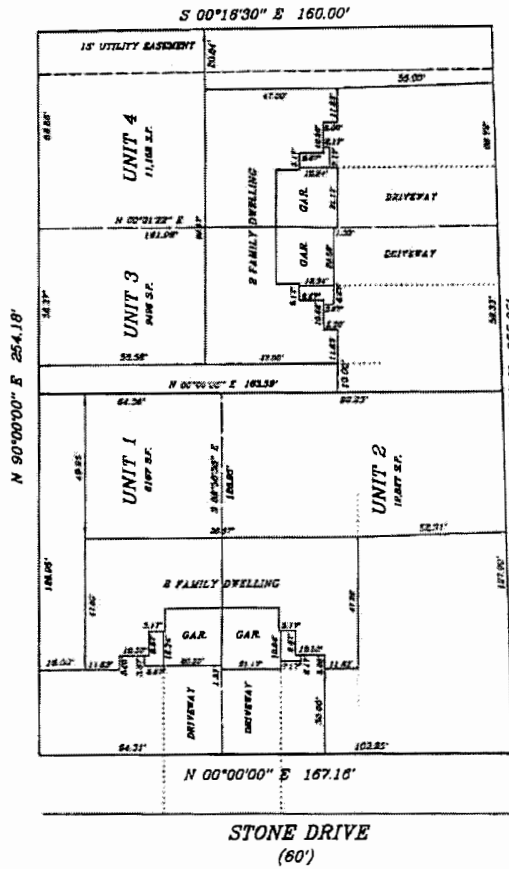


STONE HAVEN CONDOMINIUM

LEGAL DESCRIPTION:

LOT 14 AND LOT 15, BLOCK 1, CHANDLER, BEING A SUBDIVISION OF A TRACT OF LAND, LIES IN THE NORTHWEST CORNER OF THE EAST VILLAGE OF MANITOWISH FALLS, MANITOWISH COUNTY, WISCONSIN.

Exhibit A



I, Christopher J. Kunkel, do hereby certify that I have surveyed the above described property and this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon said property.

This condominium plot is a correct representation of STONE HAVEN CONDOMINIUM and the identification and location of each unit and the common elements can be determined from this plot.



Christopher J. Kunkel, RLS 1755

Date: 4/4/19

PREPARED FOR:
ARTHUR SWALL
SUNSHINE MAIN STREET
SUITE 200
STUSSA, WI 53099

APRIL 2, 2019

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WAU-1571

SHEET 1 OF 1

THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1755

Exhibit B

