

Document Number	CONDOMINIUM DECLARATION FOR STONE HAVEN CONDOMINIUM Document Title
-----------------	--

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*)

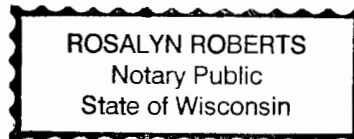
Personally came before me, this 15th day of April, 2019, the above named Arthur Sawall, to me personally known, who, being by me duly sworn, did say that he is the Sole Member of Stone Haven Condos, LLC and that said instrument was signed on behalf of said company by its authority, and said person acknowledged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

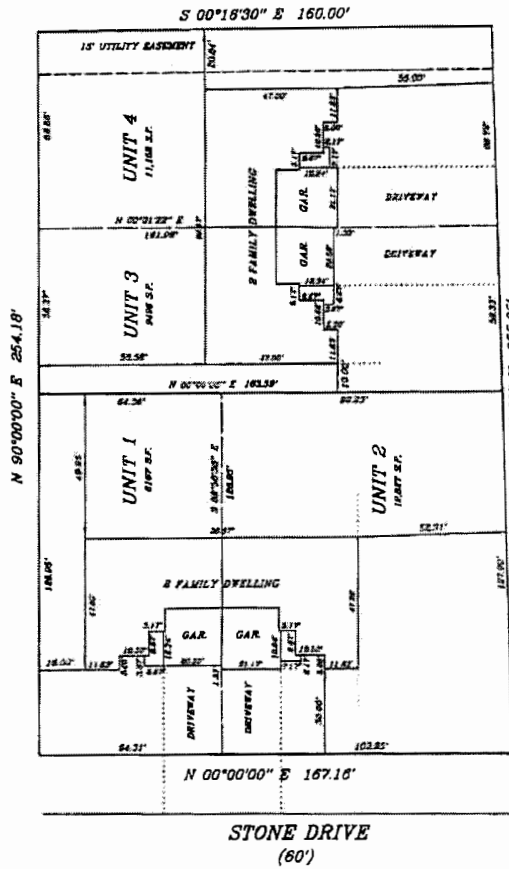


STONE HAVEN CONDOMINIUM

LEGAL DESCRIPTION:

LOT 14 AND LOT 15, BLOCK 1, CHANDLER, BEING A SUBDIVISION OF A TRACT OF LAND, MORE OR LESS, IN THE VILLAGE OF MANITOWISH FALLS, WISCONSIN, 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.

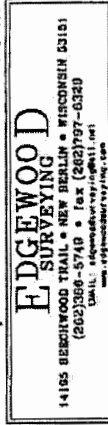


Christopher J. Kunkel, RLS 1755

Date: 4/4/19

PREPARED FOR:
 ARTHUR SWALL
 14155 BEECHWOOD TRAIL • NEW BEULM • WISCONSIN 53151
 SUITE 200
 STUSSIE, WI 53099

APRIL 2, 2019

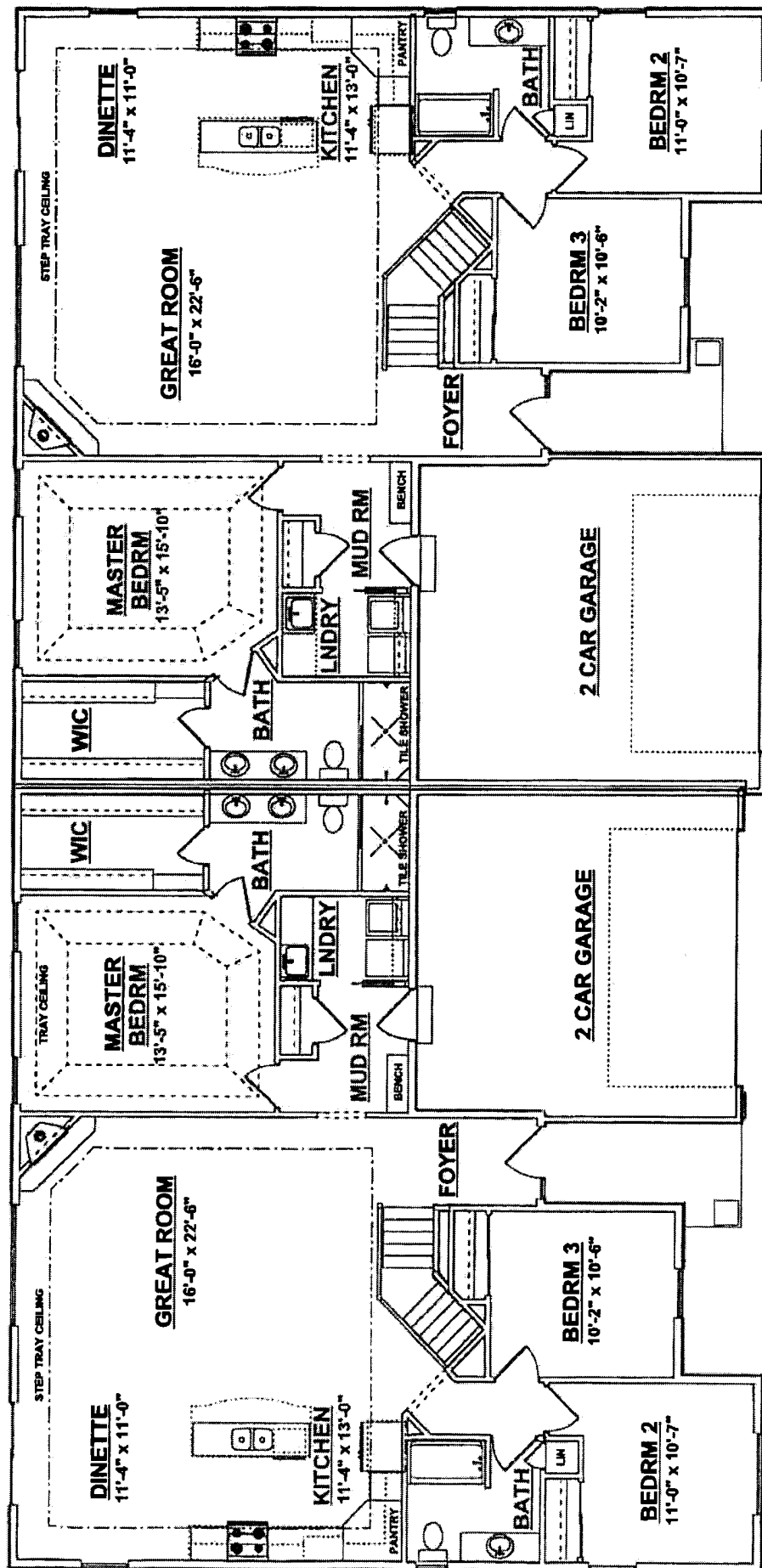


WAU-1571

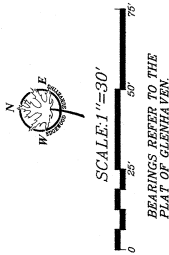
SHEET 1 OF 1

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

Exhibit B



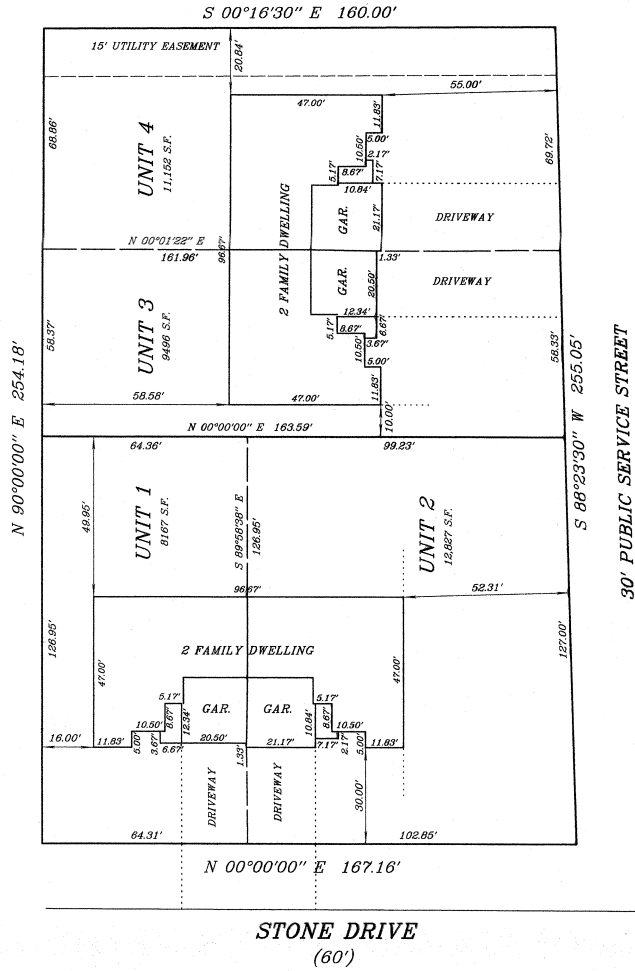
4392118
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
April 18, 2019 9:31 AM
James R. Edmund
Register of Deeds
TOTAL FEE: \$50.00
TRANS FEE: \$0.00
Book 6 Page 55-58



STONE HAVEN CONDOMINIUM

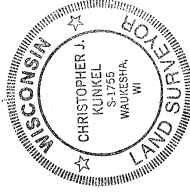
LEGAL DESCRIPTION:

LOT 14 AND LOT 15, BLOCK 1, GLENHAVEN, BEING A SUBDIVISION OF A PART OF THE SE 1/4 OF SECTION 35, TOWN 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN.



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 plat 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 plat.



Christopher J. Kunkel
Christopher J. Kunkel, RLS 1755
Date: 4/14/19

PREPARED FOR:
ARTHUR SAWALL
N63 W38217 MAIN STREET
SUITE 200
SUSSEX, WI 53089

APRIL 2, 2019

EDGEWOOD SURVEYING

14195 BEECHWOOD TRAIL • NEW BERLIN • WISCONSIN 53151
(262)366-5749 • fax (262)797-6329
EMAIL: edgewood@edgewoodsurveying.com
www.edgewoodsurveying.com

WAU-1571

SHEET 1 OF 1

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

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 12/03/2024 11:46:52 AM

Total Fee: \$30.00 Page(s): 4
Transfer Tax: \$0.00

**FIRST AMENDMENT TO
CONDOMINIUM
DECLARATION**

The above recording information verifies that
this document has been electronically
recorded and returned to the submitter.

**STONE HAVEN CONDOMINIUM
OWNER'S ASSOCIATION**

Record this document with the Register of
Deeds

Name and Return Address:

Shawn J. Anderson, Esq.

Husch Blackwell LLP

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.

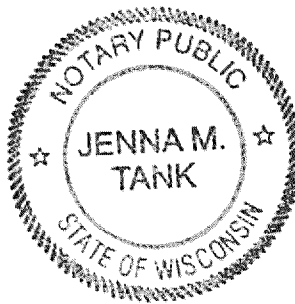
By: Dieter Tenpe
DIETER TENPE, President

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:
Shawn J. Anderson, Esq.
Husch Blackwell LLP
511 North Broadway, Suite 1100
Milwaukee, WI 53202



AMENDED AND RESTATED BYLAWS OF THE STONE HAVEN CONDOMINIUM OWNER'S ASSOCIATION

ARTICLE I - PLAN OF UNIT OWNERSHIP

Section 1. Condominium Unit Ownership

Certain property located in the Village of Menomonee Falls, Waukesha County, State of Wisconsin, ("Property") known as Stone Haven Condominium, has been submitted to the provisions of the Wisconsin Condominium Ownership Act ("Act") by a Declaration of Condominium ("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.

Section 2. Adoption of Bylaws/Definitions

These Bylaws are adopted as the Bylaws of the Stone Haven Condominium Owners Association ("Association"), an unincorporated Association to serve as an association of Unit owners under the Act. The provisions of these Bylaws apply to the Property and to the use and occupancy of this Property. The terms used in these Bylaws shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Act.

Section 3. Office and Mailing Address

The office and mailing address of the Association shall be sent to any unit located at the following: 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.

ARTICLE II - UNIT OWNERS

Section 1. Annual Meetings

The Unit owners shall hold an annual meeting. The Unit owners may transact any business at the meetings as may properly come before them.

Section 2. Place of Meetings

Meetings of the Unit owners shall be held at such time and place as may be designated by a majority of the Unit owners, including in-person, virtually, by teleconference, and/or as otherwise determined by the Unit owners.

Section 3. Special Meetings

Any Unit owner may call a special meeting of the Unit owners. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings

The Unit owner requesting a meeting shall mail or e-mail each Unit owner a notice of each annual or special meeting of the Unit owners, at least 10 but not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 5. Adjournment of Meetings

Any meeting of Unit owners may be adjourned at the option of the Unit owners by vote of a majority of the authorized votes of the Unit owners who are present, either in person or by proxy, at the meeting.

Section 6. Title to Units

Title in Units may be taken in the name of an individual or in the names of two or more persons in any form recognized by the Statutes of the State of Wisconsin, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting

Each residential Unit owner shall furnish the Association with the owner's name and current mailing address. The Owners or owners of each residential Unit, or some person designated by the owner or owners to act as a proxy and who need not be an owner, shall be entitled to cast the vote belonging to the Unit at all meetings of Unit owners. The designation of any proxy shall be made in writing to the other Unit owner, and shall be revocable at any time by written notice to the other Unit owner by the owner or owners so designating. Any proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor, or lessee of a Unit. Each residential Unit owner shall be entitled to cast at all meetings of the Unit owners the vote belonging to each Unit owned. Where ownership is in the name of two or more persons, including Units owned by an entity or trust, the vote may be cast by any one joint owner. Where the Unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote for that Unit (where there are two or more vendees, they shall be considered joint owners). Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a Unit and the amount necessary to release the lien has not been paid at the time of the meeting, this Unit owner may not vote at the meeting.

Section 8. Majority of Unit Owners

As used in these Bylaws, the term "majority of Unit owners" shall mean those residential Unit owners having more than fifty percent (50%) of the authorized votes of all residential Unit owners present in person or by proxy and voting at any meeting of the Unit owners.

Section 9. Quorum

Except as otherwise provided in these Bylaws, Unit owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person, virtually, telephonically, or represented by proxy, shall constitute a quorum at all meetings of the Unit owners for the transaction of business.

Section 10. Majority Vote

At a meeting of the Unit owners, the unanimous vote of those residential Unit owners having more than fifty percent (50%) of the total votes of the Association as set forth in the Declaration, shall be binding upon all Unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these Bylaws.

Section 11. Action by Unanimous Consent

Any action required to be taken or which may be taken at a meeting of Unit owners may be taken without a meeting if a consent in writing setting forth the action taken shall be signed by all Unit owners entitled to vote. The signature required in each instance shall be that person who is then entitled to cast the vote for a Unit. All such consent resolutions shall have the same force and effect as a unanimous vote.

Section 12. Membership

All Unit owners shall be members of the Association. This is not intended to include persons who hold an interest in a Unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall belong to and may not be separated from ownership of any Unit.

ARTICLE III - OPERATION OF THE PROPERTY

Section 1. Budget

The Association shall, at least annually, prepare an operating budget for the Property. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. The Association may adopt the preceding year's budget if there has been no change in expenditures. If the Association incurs extraordinary expenses not included in the annual budget, it may impose additional assessments on the Unit owners upon the approval by a majority vote of the Unit owners.

The failure or delay to prepare or provide the annual budget to the Unit owners shall not constitute a waiver or release in any manner of the Unit owners' obligation to pay assessments, and, in the absence of any annual budget, the Unit owners shall continue to pay the quarterly assessment charge at the then existing quarterly rate established for the previous period.

Section 2. Levying and Payment of General Assessments

Based on the duly adopted annual operating budget, the Association shall levy General Assessments against the Unit owners in proportion to the percentage interest in the Common Elements appurtenant to each Unit. On or before the last day of December of each year, the Association shall mail, e-mail, or deliver a copy of the annual operating budget and a statement of assessment for the next four (4) quarters to each Unit owner. General Assessments shall be payable to the Association in four (4) equal quarterly installments which shall be due quarterly in advance on the first day of each quarterly period (January, April, July, and October) with a five (5) day grace period. Such installments shall be made directly to the Association's financial institution account and shall be deemed paid on the date the funds are deposited into the Association's account, whether mailed or made in-person, as the case may be. In the event that a Unit owner is unable to facilitate a payment in such a manner, the payment may be mailed to the Association's Treasurer.

Section 3. Special Assessments

Special Assessments may from time to time be levied against Unit owners by the Association for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and upon the date or dates designated by the Association.

Section 4. Insurance

The Association shall maintain insurance coverage as provided in the Declaration and as required by the Act. In the event of any insured loss on the Association's insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Association's governing documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned among the Unit(s) and/or Common Elements where the loss originated.

Section 5. Default in Payment of Assessments

As more fully provided in the Declaration, the Association may levy General or Special Assessments, which shall, until paid, be (i) secured by a lien upon the Unit in respect of which such Assessments are levied and (ii) the personal obligation of the owner of such Unit. Any assessment not paid within thirty (30) days after due date shall bear interest from the due date at a rate set forth in the Declaration, or the maximum rate of interest then permitted by applicable usury laws. The Association may bring an action at law against the Unit owner personally to pay the same, or foreclose the lien against the Unit, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and actual attorneys' fees, together with the costs of the action. No Unit owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or the Limited Common Elements, or abandonment of his or her Unit.

Section 6. Foreclosure of Liens

The Association, acting on behalf of all unit owners, shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, mortgage, vote the votes belonging to, convey or otherwise deal with the Unit after purchase. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the amount due.

Section 7. Statement of Assessments

The Association shall promptly provide any Unit owner who makes a request in writing with a written statement of the Unit owner's unpaid assessments.

Section 8. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Unit owners, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Association the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which the violation or breach exists and to abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist in the Unit contrary to the intent and meaning of the provisions of this Section. The Unit owners shall not be deemed liable in any manner of trespass in so acting; or (b) to enjoin, abate, or remedy the thing or condition by appropriate legal proceedings. The defaulting Unit owner shall be assessed any costs or expenses incurred to abate, restore, remedy, or correct such breach, including actual attorneys' fees.

Section 9. Maintenance and Repair

(a) Subject to the limitations in Section 11 of this Article, all maintenance and repairs to any Unit (including replacement of window panes and glass doors, if any) shall be made by the owner of the Unit. Each Unit owner shall be responsible for all damages to any other Unit and to the Common Elements and Limited Common Elements resulting from the Unit owner's negligence, misuse, or misconduct.

(b) All maintenance, repairs, and replacements to the Common Elements and Limited Common Elements (unless necessitated by the negligence, misuse, or misconduct of a Unit owner, in which case the expense shall be assessed to the Unit owner) shall be made by the Association and be charged to all the Unit owners as a Common Expense.

Section 10. Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be subject to the following limitations:

(a) The Units shall be used for residential purposes only. Home offices shall be allowed. The garages shall not be used for any purpose other than as a garage.

(b) The Common Elements and Limited Common Elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of the Units, provided however, that one or more Unit owners may reserve the Common Elements for a temporary special use with the permission of the Unit owners.

(c) No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be followed. Compliance shall be accomplished at the sole expense of the Unit owners.

(e) A Unit owner shall not place any furniture or other personal property in the Common Elements unless permitted by the Unit owners. A Unit owner shall place only those items on the porches or parking space assigned to the Unit as approved by the rules and regulations adopted by the Unit owners. The Unit owner shall not park or store any vehicle, other than vehicles which may be licensed as automobiles in the State of Wisconsin, or perform any repair work of any sort upon any type of vehicles (except in the case of an emergency) on any part of the Common Elements or Limited Common Elements, including but not limited to outside parking areas.

(f) No animals, livestock, or poultry of any kind used or intended to be used for commercial purposes shall be raised, bred, or kept on the Property. Dogs, cats, and other household animals may be kept by the Unit owners in the living area of their respective Units. Unit owners are allowed one (1) dog weighing under fifty (50) pounds, (1) dog weighing under (50) pounds and one (1) cat, or two (2) cats. Additional considerations beyond those provided in this Section must be approved by the majority of Unit owners. All animals shall be carried or kept on an attended leash at all times when not in the Units. No animals shall be permitted to cause a nuisance or unreasonable disturbance. Any animal that causes such a nuisance or disturbance to a Unit owner may be permanently removed from the Unit upon an affirmative vote of the majority of the Unit owners. All Unit owners and occupants shall promptly and regularly clean up the excrement of their animals.

(g) No signs, except signs advertising sale of units, shall be allowed in the Common Elements, Limited Common Elements, or Units, except as specifically authorized by the Unit owners or by the Act.

Section 11. Additions, Alterations, or Improvements to Common Elements or Limited Common Elements

Whenever in the judgment of the Association, the Common Elements and the Limited Common Elements require additions, alterations, or improvements and the making of the additions, alterations, or improvements have been approved by a majority of Unit owners, the

Association shall proceed with the additions, alterations, or improvements and shall assess all Unit owners for the cost as a Common Expense.

Section 12. Additions, Alterations or Improvements by Unit Owners

A Unit owner may make additions, improvements, or alterations within the Unit which do not impair the structural integrity or lessen the support of any portion of the Property. No Unit owner shall make any change in, nor affix anything to, the exterior of the building containing the Unit or of any portion of the Property without the prior written consent of the Unit owners. No Unit owner may alter any exterior door, window, or exterior light fixture without the prior written consent of the Unit owners. The Unit owners shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with the additions, alterations, or improvements.

Section 13. Rules of Conduct

Rules and regulations concerning the use of the Units and the Common and Limited Common Elements may be made and amended by the Unit owners with the approval of a majority of the Unit owners. Copies of the rules and regulations shall be furnished via mail, e-mail, or personally delivered to each Unit owner prior to their effective date.

Section 14. Water and Sewer Charges

Municipal sanitary sewer and water service shall be supplied to all of the Units. Charges for sanitary sewer and water service shall be paid by each Unit owner.

Section 15. Electricity

Electricity required to service the Units and the Common Elements is supplied by the public utility companies serving the area. The Unit owners shall pay the bills for all electricity consumed or used in or for the Common Elements as a Common Expense. Electricity is separately metered for each Unit. Each Unit owner shall pay the bills for electricity consumed or used in or for that owner's Unit.

Section 16. Right of Access

Each Unit owner shall grant a right of access to correct any condition originating in the Unit and threatening another Unit or the Common Elements or Limited Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements or Limited Common Elements in the Unit or elsewhere in the building. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the Unit owner. Provided, in case of an emergency, the right of entry shall be immediate, whether the Unit owner is present at the time or not.

ARTICLE IV - MORTGAGES

Section 1. Mortgage of Units

Each Unit may be separately mortgaged.

Section 2. Notice to Unit owners

A Unit owner who mortgages a Unit shall notify the Association of the name and address of the mortgagee.

Section 3. Notice of Unpaid Assessments

The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any unpaid General Assessments or Special Assessments, or other default by the owner of the mortgaged Unit.

Section 4. Notice of Default

The Association, when giving notice to a Unit owner of a default in paying General Assessments or Special Assessments, or other default, may send a copy of the notice to each holder of a mortgage covering the Unit whose name and address have previously been furnished to the Association.

Section 5. Examination of Records

Each Unit owner and each mortgagee of a Unit shall be permitted to examine the records of the Association as provided for in the Act.

Section 6. Land Contracts

For purposes of these Bylaws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE V - SALES AND LEASES OF UNITS

Section 1. Sales

Unit owners may sell their Units or any interest in the Units provided the provisions of this Article are followed. A Unit owner's sale of the Unit shall include the sale of (a) the undivided percentage interest in the Common Elements and Limited Common Elements belonging to the Unit; (b) the interest of the Unit owner in any Units previously acquired by the Association, or its designee, on behalf of all Unit owners, or the proceeds of the sale of those Units, if any; and (c) the interest of the Unit owner in any other assets of the Association.

Section 2. No Severance of Ownership

No Unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to a Unit without including the interests described in Section 1 of this Article, it being the intention to prevent any severance of the combined ownership. Any deed, mortgage or other instrument purporting to affect one or more of these interests, without including all interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described. No part of these interests of any Unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the Unit to which the interests belong or as part of a sale, transfer or other disposition of that part of these interests belonging to all Units.

Section 3. Financing of Purchase of Units by Association

Acquisition of Units by the Association or its designee, on behalf of all Unit owners, may be made from the working capital and General Assessments possessed by the Association, or if those funds are insufficient, the Association may borrow money to finance the acquisition of the Unit; provided, however, that no financing may be secured by any encumbrance or hypothecation of any property other than the Unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall have the ability to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 4. Waiver of Right of Partition with Respect to Units Acquired by Association

In the event that a Unit shall be acquired by the Association or its designee, on behalf of all Unit owners as tenants in common, all Unit Owners shall be deemed to have waived all rights of partition with respect to the Unit.

Section 5. Rental, Leasing, or Other Temporary Occupancy

Units must be owner-occupied. No rental, lease, or other temporary occupancy of a Unit shall be allowed. A Unit shall only be occupied by the Unit owner and/or their immediate family or relatives. Any occupancy other than the Unit owner's immediate family or relatives must be approved by the majority of the Unit owners.

Section 6. Payment of Assessments

No Unit owner shall be permitted to convey, mortgage, pledge, hypothecate, or sell a Unit unless and until the Unit owner shall have paid in full to the Association all unpaid General Assessments and Special Assessments previously assessed by the Association against the Unit.

ARTICLE VI - CONDEMNATION

Section 1. Common Elements

In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements of the Property, the award made for the taking shall be payable to the Association if the

award amounts to \$10,000.00 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the Common Elements. The proceeds of the award shall be disbursed to effect the restoration, and any costs in excess of the award shall be a Common Expense. The Unit owners shall effect the restoration in accordance with the Act.

Section 2. Units

In the event of a taking in condemnation or by eminent domain of any of the Units, the Association, by vote of a majority of Unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of the taking), shall determine whether to proceed with repair or reconstruction as provided in the Act. If the Association determines not to repair or reconstruct or fails to vote within the 90 day period, the entire net proceeds shall be disbursed to those Unit owners whose Units have been taken in proportion to the percentage of interest in the Common Elements belonging to their respective Units. If any Unit owner is in default in paying General Assessments or Special Assessments, the amount of said assessments shall be deducted from that owner's share of the proceeds.

Upon receipt of the share of the proceeds, each Unit owner shall execute a release, in a form satisfactory to the Association, of that owner's undivided percentage interest in the Common Elements and shall thereafter no longer be considered a Unit owner. The interests of the remaining Unit owners in the Common Elements shall be recomputed by the Unit owners, whose decision shall be final, to reflect the releases. The Unit owner's rights to a share of the proceeds shall be subject to rights of all holders of liens on the Unit.

ARTICLE VII - RECORDS

Section 1. Records and Reports

The Association shall keep detailed records of the actions of the Association, minutes of the meetings of the Unit owners, and financial records, and books of account of the Association. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Association at least semiannually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant (which report need not be certified), shall be rendered by the Association and to all mortgagees of Units who have requested it within a reasonable time after the end of each fiscal year.

ARTICLE VIII - MISCELLANEOUS

Section 1. Notices

All notices required by the Act or Wisconsin law shall be sent by registered or certified mail to the Unit owners as provided for in Article 9 of the Association's Declaration.

Section 2. Invalidity

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions

The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular - Plural

The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver

No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

Section 6. Insurance Trustee

The insurance trustee shall be a financial institution in the State of Wisconsin, designated by the Unit owners and have a capital, surplus, and undivided profits of \$500,000.00 or more. The Unit owners shall pay the fees and disbursements of any insurance trustee, and the fees and disbursements shall constitute a Common Expense.

Section 7. Limitation on Enforcement

No bylaw or rule adopted under a bylaw and no covenant, condition or restriction set forth in the Declaration or deed to any Unit may be applied to discriminate against any individual in a manner described in s. 106.50, Wis. Stats. as amended.

Section 8. Arbitration

Any dispute, controversy, or claim arising out of or relating to the Condominium involving the Association or the Unit owners shall be resolved by arbitration to be held in Waukesha County, Wisconsin in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction.

ARTICLE IX - CONFLICTS

Section 1. Control of Conflicts

These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of the Act, the provisions of the Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE X - FISCAL YEAR

Section 1. Adoption of Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI - AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws

These Bylaws may be modified or amended by the unanimous vote of the Unit owners.