AMENDED DECLARATION OF CONDOMINIUM

OF

STONEWOOD COURT CONDOMINIUM HOMES

This Amended Declaration of Condominium is made and effective as of the date recorded. The owners of Units within Stonewood Court Condominium Homes, located within the City of Brookfield, Waukesha County, Wisconsin (the "Condominium"), who collectively constitute the holders of at least three-fourths of the votes in the Stonewood Court Condominium Association, Inc. (the "Association"), a Wisconsin nonstock corporation and condominium association, have consented in writing to this Amended Declaration together with their respective Mortgagees, pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act").

TABLE OF CONTENTS:

Article I – Name, Description, and Address 2

Article II – Description of Units 2

Article III – Description of Common Elements and Limited Common Elements 3

Article IV – Association of Unit Owners 4

Article V – Use of the Condominium Property 5

Article VI – Insurance 9

Article VII – Reconstruction, Repair, or Sale in the Event of Damage or Destruction 11

Article VIII – Eminent Domain 12

Article IX – Common Expenses 12

Article X – Easements, Reservations, and Encroachments 13

Article XI – Remedies 15

Article XII – Amendment to Declaration 16

Article XIII – General Provisions 16

EXHIBIT A 18

EXHIBIT A-1 19

EXHIBIT B – Plat 20

ARTICLE I
NAME, DESCRIPTION, AND ADDRESS

1.01. Name. The name of the Condominium is "Stonewood Court Condominium Homes."

1.02. Legal Description. The land comprising the Condominium (the "Land") is located in the City of Brookfield, County of Waukesha, State of Wisconsin. The Land is legally described in Exhibit A attached hereto and made a part of this Amended Declaration.

1.03. Addresses. The addresses of the Units of the Condominium are 4040, 4050, 4055, 4060, 4065, 4070, 4075, 4080, 4085, 4090, 4095, 4100, 4105, 4110, 4115, 4120, and 4125 Stonewood Court, Brookfield, Wisconsin 53045. The Unit number, street address, and tax parcel number for each Unit of the Condominium is listed on Exhibit A-1 attached hereto and made a part hereof.

ARTICLE II
DESCRIPTION OF UNITS

2.01. Identification of Units. The Condominium consists of seventeen (17) units (each individually, a "Unit" and collectively, the "Units") contained in fourteen (14) buildings on the Land, together with other and all Common Elements as described in this Amended Declaration and on the Condominium Plat attached hereto as Exhibit B (the "Condominium Plat"). Three buildings contain two (2) Units each with a single partition wall for a total of six (6) Units, and eleven (11) buildings contain one (1) Unit each.

The Condominium Plat contains a site plan for the Buildings on the land and the layout, boundaries and dimensions of each Unit. The Units are identified in Exhibit A-1, and numbered and located as show on the Condominium Plat.

2.02. Boundaries of Units. Each Unit consists of a cubicle of space having terminal boundaries which are co-terminus with the structural boundaries of the residence on the building site as shown on the Condominium Plat which are intended for independent, individual, and private use, including the right of ingress and egress thereto. Everything contained within these boundaries described herein shall be considered a part of the Unit.

(a) Two-Family Units. The permanent Common Boundary between Units that, taken together, occupy a single Unit shall be the center line of the dividing wall of the initial Two-Family Units. A vertical plane through a Common Boundary is a vertical unit boundary.

2.03. Additional Items Included as Part of the Unit. The Unit shall also include any and all of the fixtures, furnishings, appliances, exterior treatments, or structural elements that serve each Unit exclusively, whether or not located within the boundaries described in Section 2.02.

2.04. Unit Owner. Each person who holds legal title to a Unit is referred to as a "Unit Owner"; provided, however, that when a Unit has been sold under land contract, the land contract purchaser (and not the vendor) shall be the Unit Owner.

ARTICLE III
DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

3.01. Common Elements. The Common Elements are all components of the Condominium except for the Units. Except for the Limited Common Elements described herein. The Common Elements are for the joint use and benefit of all Unit Owners. Common Elements include, but are not limited to, the roads, sidewalks, outdoor parking areas, and certain landscaped areas.

3.02. Limited Common Elements. The Limited Common Elements are Common Elements assigned to the exclusive use of fewer than all Units, reserved for the exclusive use of the Unit to which the component is attached or adjacent, as described on the Condominium Plat. The Limited Common Elements include:

(a) a patio or deck attached to or adjacent to a Unit;

(b) the front stoop and planter attached to and outside the front entrance of the Unit;

(c) the driveway from the boundary of the Unit to the edge of the private road;

(d) areas of the ground immediately adjacent to the Building or Unit described as Limited Common Elements on the Condominium Plat;

(e) Unit Owner gardens maintained by the Unit Owner with permission by the Association; and

(f) the mailbox assigned to the Unit.

3.03. Partition of Common Elements Prohibited. There shall be no partition of the Common Elements or Limited Common Elements through judicial proceedings or otherwise until this Amended Declaration is terminated and the Property is withdrawn from its terms and from the terms of any statute applicable to condominium ownership, unless the partition is pursuant to Section 7.04 of this Amended Declaration. If any Unit shall be owned by two (2) or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of their ownership interest in a Unit as between such co-owners.

3.04. Percentage of Ownership in Common Elements and Limited Common Elements. Each Unit Owner shall own an undivided fractional interest in the Common Elements and Limited Common Elements as a tenant-in-common with the Owners of all other Units and, except as otherwise limited in this Amended Declaration. The undivided fractional ownership

interest in the Common Elements and Limited Common Elements (hereinafter referred to as "Ownership Interest"), appertaining to each Unit and its Owner for all purposes, including proportionate payment of a portion of the common expenses shall be one-seventeenth (1/17).

ARTICLE IV
ASSOCIATION OF UNIT OWNERS

4.01 Association of Unit Owners. The Stonewood Court Condominium Association, Inc. (the "Association") shall govern the manner of use of the Common Elements and Limited Common Elements according to the Association's Bylaws (hereinafter referred to as "Bylaws") and such other rules and regulations as may be established by the Association (hereinafter referred to as "Rules").

The Association shall be responsible for carrying out the purposes of this Amended Declaration, including, specifically, exclusive management and control of the Common Elements and facilities of the Condominium. The Association may appoint and delegate the duties and responsibilities to a committee or subcommittee commissioned by the Association for that purpose, or to a managing agent retained by the Association.

The powers and duties of the Association shall include those set forth in the Association's Articles of Incorporation, Bylaws, the Act, this Amended Declaration, and Chapter 181 of the Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law").

All Unit Owners, tenants of Units, and all other persons or entities that in any manner use the Condominium or any part thereof shall abide by and be subject to all provisions of the Rules of the Association, the Bylaws, this Amended Declaration, and the Articles of Incorporation.

4.02. Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association, which shall be responsible for carrying out the purposes of this Amended Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. The Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Unit shall abide by and be subject to this Amended Declaration and the Bylaws and Rules. No person or entity other than a Unit Owner may be a member of the Association. All co-owners of a Unit shall be members of the Association.

4.03. Voting. Each Unit shall have one (1) vote. Co-owners of a Unit can vote as provided in the Bylaws.

4.04. Board of Directors. The affairs of the Association shall be governed by a Board of Directors consisting of at least three (3) persons, but not more than five (5) persons, and as further provided in the Bylaws. The Board of Directors shall be elected by the Unit Owners as provided in the Bylaws. If a Unit is owned by two (2) or more persons, only one (1) of the Unit's co-owners is eligible to serve on the Board of Directors.

ARTICLE V
USE OF THE CONDOMINIUM PROPERTY

5.01. General Uses and Restrictions. The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only.

5.02. Restriction of Business Activity. No business or business activity, whether or not for profit, including, without limitation, any day care center, animal care or boarding business, products distributorship, manufacturing, sales office, professional practice, or any office or store at which customers or clients regularly call, may be conducted in or from any Unit or Common Element. The foregoing restrictions shall not, however, be constructed to prohibit a Unit Owner from the following:

(a) Maintain his professional library or home office in his Unit;

(b) Keeping or handling his personal business or professional records or accounts in his Unit; and/or

(c) Engaging in professional telecommunication from his Unit, including telephone calls and conducting or participating in conference calls, and creating, broadcasting, or participating in video conferences, webinars, or podcasts.

5.03. Owner-Occupancy. All Units must be owner occupied subject to the following provisions:

(a) A non-owner may occupy the Unit simultaneously with the Unit Owner.

(b) The Unit Owner's immediate family members may occupy the Unit. Immediate family members are herein defined as parents, mother-in-law, father-in-law, spouse or legally recognized domestic partner, siblings, grandparents, children, or grandchildren by blood, marriage, or adoption, and shall include half and step relatives. Any person(s) occupying a Unit with the authority of a Unit Owner shall comply with all covenants, conditions, and restrictions imposed upon a Unit Owner by the terms of this Amended Declaration, the Bylaws, and the Rules.

(c) If the Owner of the Unit is a trust, corporation, limited liability partnership, limited liability company, or other business or fiduciary entity, a beneficiary, shareholder, partner, or member shall be deemed a Unit Owner, provided that the occupant is at least a fifty-one percent (51%) owner, shareholder, member, partner, stakeholder, or beneficiary.

(d) A Unit that is vacant and has no occupants shall not be considered a violation of this section.

(e) Mortgagees of a Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or the Association's interest, either judicially or by accepting a deed in lieu of foreclosure, may lease a Unit.

(f) Any lease executed before the recording of this Amended Declaration shall be allowed to remain until its expiration, however, is prohibited from being renewed at the end of the lease's contemporaneous term.

(g) In the event of a Unit being sold, the Unit Buyer may lease the Unit back to the Unit Seller for a period not exceeding six (6) months.

(h) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of this section upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any Unit Owner desires a hardship exception, any proposed lease or occupancy shall require the written approval of the Board of Directors. The request by the Unit Owner shall be in writing, shall state the reason(s) the Owner believes this prohibition creates a hardship, and shall set forth the period for which the Owner seeks a waiver of this prohibition. Said lease or occupancy shall:

1. require the tenant thereunder to comply with the Act, this Amended Declaration, the Bylaws, and the Rules;

2. provide that any failure to comply shall constitute a default thereunder;

3. provide that the Board of Directors shall have the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder upon forty-five (45) days' prior written notice to the Unit Owner in the event of a default in the performance by tenant under the lease; and

4. be limited to a certain duration not to exceed twelve (12) months. If the Board grants a hardship exception, not more than two (2) persons per bedroom may occupy a Unit while the Unit is being leased or rented. A Unit Owner who leases his Unit shall provide proof to the Association that he has procured appropriate liability insurance coverage to protect the Unit Owner and the Association in the event that damage occurs to the Common Elements or Limited Common Elements as a result of the negligent or intentional conduct of any lessee or renter of the Unit.

(i) Any violation of this section shall result in a fine specified in the Rules and said Unit Owner shall be responsible for the attorneys' fees and other costs incurred by the Association in connection with the enforcement of this section. In addition, the Association may enforce this section by application to a court of competent

jurisdiction to obtain injunctive relief, and the Association, if successful, shall be entitled to recover all costs of pursuing such remedy, including the proceeding and such reasonable attorneys' fees as may be determined by the court.

(j) Every Unit Owner assigns all rents and profits from any lease, whether permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the Unit or the Unit Owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the Unit.

5.04. Use and Maintenance, Repair, and Replacement of Common Elements. Subject to the Bylaws of the Association and any Rules adopted by the Association, the Common Elements, except those common elements that are Limited Common Elements, shall be available for the peaceful possession, proper use, and enjoyment of all Unit Owners. The Association shall cause the Common Elements to be maintained, repaired, and kept in good, clean, attractive, and sanitary condition. Without in any way limiting the foregoing, this shall include all maintenance and repair of walks, roads, sewer systems, and access routes, and maintenance and repair of all landscaping and parking areas.

5.05. Use and Maintenance, Repair, and Replacement of Limited Common Elements. Subject to the Bylaws of the Association and any Rule adopted by the Association, the manner of use of the Limited Common Elements shall be determined by the Unit Owner or Unit Owners who have been assigned the exclusive use of such Limited Common Elements, provided no use is permitted which could damage the Common Elements or interfere or hinder Association responsibilities to maintain either the Common Elements or the Limited Common Elements. The Unit Owner shall keep all Limited Common Elements exclusively serving his Unit clean, maintained, and presentable at the Unit Owner's expense.

5.06. Use and Maintenance, Repair, and Replacement of Units. Each Unit Owner shall be responsible for keeping his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition and shall be responsible for pointing, decorating, painting and varnishing, which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for the maintenance, repairs and replacement of all mechanical systems located within his Unit. A Unit Owner shall not take any action which would result in the accumulation of trash or debris in the Common Elements appurtenant to his Unit.

5.07. Failure by Unit Owner. If the Association determines that a Unit Owner has not discharged the repair and maintenance responsibilities in either Section 5.06 or 5.07 of this Amended Declaration, the Association Board of Directors shall give notice to the Unit Owner of the violation. This Notice shall include an identification of the Unit, a statement and description of the violation, specify an action that will correct the violation, and allow for a reasonable time for the Unit Owner to perform the corrected actions or appeal the violation. The process to appeal the violation shall be conducted according to the Association's Bylaws.

5.08. Entry for Repairs. The Association may enter any Unit, Common Element, or Limited Common Element at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of any Common Elements or Limited Common Elements and for any other matters for which the Association is responsible. In the case of an emergency when property damage will result from delayed entry, the Association shall have the right to enter the Unit, Common Element, or Limited Common Element without notice, and make all necessary repairs, including repairs to the Unit. The cost of repairs to the Unit shall be directly charged to the Unit Owner responsible for the maintenance and repair thereof and shall be charged to and immediately payable by the Owner and shall become a lien upon the Unit to the same extent as an assessment.

5.09. Exterior Alterations. The Unit Owner shall, subject to the provisions hereof, have the right to alter said Unit or expand it within the Building Site. No alteration or addition to any residence or any change in the exterior appearance of any residence may be commenced, erected, or maintained until the plans and specifications showing the nature, kind, color, shape, height, materials, location, and approximate cost of same shall have been submitted to and approved in writing by the Board of Directors. The Board shall evaluate the alteration in relation to the harmony of external design and location in relation to surrounding residences in the Condominium.

In the event the Board fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations, or changes has been commenced within thirty (30) days of application, such approval will be deemed to have been given. If no application has been made to the Board, suit to enjoin or remove such additions, alterations, or changes may be instituted at any time. The Board shall not be entitled to compensation for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board of Directors.

Exterior antenna and solar collection panels, racks, or devices appurtenant thereto shall not be placed on any building without the approval of the Board of Directors.

5.10. Interior Alterations. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors, and doors of his Unit and all walls, ceilings, floors, and doors and to erect partition walls of a non-structural nature, provided that such work is performed and all contracts for such work are in compliance with the Bylaws, the Rules, and the terms of this Amended Declaration. No alteration or improvement to the Unit which would be visible from or affect the exterior of the Unit may be made by any Unit Owner except in conformance with Section 5.09, notwithstanding the provisions of Section 703.13(5)(a) of the Wisconsin Statutes or any successor thereto. In addition, a Unit Owner shall not, without first obtaining the written consent of the Board of Directors, make or permit to be made any structural alterations, changes or improvements to the interior of his Unit, or perform or allow to be performed any act or work which will impair the structural soundness or integrity of any Unit or party wall. The conditions for the consent of the Board of Directors shall include, but not be limited to, proper insurance coverage, indemnification from claims for injury to person or property, waivers, or satisfactory indemnification against construction liens.

5.11. Limited Common Elements. No changes or alterations shall be made by any Unit Owner of any of the Limited Common Elements without prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

5.12. Damage Caused by Unit Owners. To the extent any cleaning, maintenance, repair, or replacement of all or any part of any Common Element (including Limited Common Element) or Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner or an occupant of his Unit, such that the Association is required to clean, maintain, repair, or replace said part of the Common Element or Unit, the Unit Owner who committed the act or omission shall reimburse the Association the cost of such cleaning, maintenance, repair, replacement, or restoration. The Association may assess such cost to the Unit as a Special Assessment.

ARTICLE VI
INSURANCE

6.01. Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm, and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units, and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the Association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation.

6.02. Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

(a) Worker's compensation insurance;

(b) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

(c) Directors and Officers Insurance covering the officers, directors, property managers, and volunteers; and

(d) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such

insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

6.03. Insurance Deductible. In the event of any insured loss on the Association's master 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 Condominium 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 master 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 by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

6.04. Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/ Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

6.05. Standards for All Insurance Policies. All insurance policies provided under this Article VI shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

6.06. Mutual Waiver of Subrogation. Nothing in this Amended Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Amended Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Restated Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE VII
RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

7.01. Damage to Unit. Any unit damaged by fire or other casualty or occurrence of any kind shall be promptly repaired or reconstructed by the Unit Owner, at his own expense (following completion of repairs or rebuilding by the Association of the Common Elements necessary therefor). The Association shall be responsible for, and shall reimburse the Unit Owner for, the cost of repairs or replacements required by reason of any fire or other casualty or occurrence for which the Association has insurance coverage, but then only to the extent of the insurance proceeds actually received and allocated to that Unit. Any insurance proceeds received by the Association and allocable to the Unit shall be made available for the purpose of repairing and restoring the damaged portions of a Unit so insured, upon submission of contractors' invoices and lien waivers for work performed.

7.02. Damage to Common Elements or Limited Common Elements. In the event all or any portion of the Common Elements or Limited Common Elements of the Condominium are damaged or destroyed, the Association shall promptly repair such damaged or destroyed areas to substantially the same condition as existed immediately prior to such damage or destruction, except that each Unit Owner shall be individually responsible for repairing and replacing any improvements or equipment placed by that Unit Owner within the Common Elements or Limited Common Elements to the extent such improvements are not insured by the Association.

7.03. Administration and Disbursement. All premiums for insurance coverage purchased by the Association and associated expenses to obtain and maintain such insurance are common expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. Wisconsin Statutes Section 703.17 requires that insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Condominium has been completely repaired or restored.

7.04. Insurance Proceeds are Sufficient to Cover Loss. In the event the Property or any portion thereof suffers damage or destruction from any cause and the proceeds from any applicable insurance policy or policies insuring such loss are sufficient to pay for the repair, restoration, or reconstruction of the Property, then the Association shall undertake to repair, restore, or reconstruct the Property to a condition compatible with the remainder of the Property. Notwithstanding the provisions of this Section, if more than seventy-five percent (75%) of the total square footage of the Property has been damaged or destroyed in any one loss, then the Unit Owners may, within sixty (60) days of such loss, elect to withdraw the Condominium from the Act, and the repair, restoration, or reconstruction shall not be undertaken.

7.05. Insurance Proceeds are Insufficient to Cover Loss. In the event the Property suffers damage or destruction from any cause and the proceeds from any applicable insurance policy or policies insuring such loss are insufficient to pay for the repair, restoration. or reconstruction of the Property, then all cost of such repair, restoration, or reconstruction in excess of the available insurance proceeds shall be a common expense; provided, however, that the Property shall be subject to an action for partition upon obtaining the written consent of Unit Owners having, taken together, seventy-five percent (75%) or more of the votes of the Unit Owners. In the case of partition, the net proceeds of the sale, together with any net proceeds of insurance, shall be considered as one fund and shall be divided and distributed among all Unit Owners in proportion to their percentage interests.

ARTICLE VIII
EMINENT DOMAIN

8.01. Eminent Domain. In the event of a taking, either partial or complete, under the power of eminent domain or a sale in the settlement of any pending or threatened taking under the power of eminent domain, the provisions of Section 703.19 of the Wisconsin Statutes or any successor provision thereto shall be applicable. Each Unit Owner, by acceptance of a Deed to the Unit, appoints the Board of Directors or its designee as the attorney-in-fact for the purpose of representing the Unit Owners, negotiating with the condemnor, settling any threatened taking under the power of eminent domain, and the execution of any required releases, conveyances, or other documents necessary to accomplish the objectives of the section. In the event of a taking or a sale in settlement of a pending or threatened taking, the award or proceeds of sale shall be payable to the Board of Directors as trustee for the benefit of the Unit Owner and lenders as their interest may appear.

ARTICLE IX
COMMON EXPENSES

9.01. Assessments. All costs, expenses, and liabilities incurred by the Association shall be paid out of the proceeds of assessments which shall be made against Unit Owners and their Units. The Association shall, in the manner provided in the Bylaws, make assessments for such common expenses at one-seventeenth (1/17th) the share of all costs, expenses, and liabilities, except those expenses under Article VI of this Amended Declaration. The insurance premiums described in Article VI of this Amended Declaration shall be assessed in accordance with the square footage of the unit owned by the Unit Owner divided by the total square footage of all the Units in the Condominium using the square foot livable area of each Unit identified by the City of Brookfield Assessor. No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Elements or Limited Common Elements or by the abandonment of his Unit; and no transfer shall relieve the Unit Owner-transferor or his Unit of such liability, and he shall be jointly, severally, and personally liable along with his transferee for the common expenses incurred up to the date of transfer until all such expenses charged to his Unit have been paid.

9.02. Collection. All common expenses and assessments, when due, shall immediately become the personal debt of the Unit Owner and also a lien, until paid, against the Unit to which charged, as provided in the Act, without the necessity of filing such lien and this provision shall constitute sufficient notice to all successors of title to such units.

9.03. Additional and Special Assessments. In addition to the assessments for common expenses authorized above, the Association may levy, in any assessment year, special assessments, applicable that year only against all Unit Owners for the purpose of (a) defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Elements and the Limited Common Elements, including fixtures and personal property related thereto; (b) to offset shortages resulting from non-collection of the assessment(s) for common expenses or for the underestimation of the same; and (c) unusual and unpredicted expenses, such as the cost of collecting annual assessments or the enforcement of the provisions of the Declaration, provided that any such assessment shall have the consent of two-thirds (2/3) of the votes of the members of the Association who are voting in person or by proxy at a meeting of the Association duly called for this purpose. The Association is authorized to make special assessments against a particular Unit Owner and his Unit for, among others, (a) the cost and expenses of repairs for damage to the Common Elements and Limited Common Elements caused by the Unit Owner, his guests, tenants, or other occupants; (b) the cost and expenses of emergency repairs to the Owner's Unit or Limited Common Elements; (c) the cost and expenses, including actual attorneys' fees, in any action or proceeding brought to enforce this Amended Declaration, the Bylaws and the Rules; (d) the liabilities, costs, and expenses incurred by the Association as a result of any condition or defect of the Unit or Limited Common Elements appurtenant to the Unit; (e) interest due on any assessment; (f) fines and other penalties levied by the Board of Directors for violations of the Declaration, Bylaws, or Rules by a Unit Owner or the tenants, guests or occupants of a Unit; (g) amounts due pursuant to the provisions of the Bylaws and the Rules; and (h) all other costs and expenses anticipated or incurred by the Association which are subject to assessments as provided under this Amended Declaration or the Bylaws.

ARTICLE X
EASEMENTS, RESERVATIONS, AND ENCROACHMENTS

10.01. Utilities. Each Unit Owner shall arrange for utility services to the Unit which shall be directly billed to the Unit Owner, and the Unit Owner shall individually pay the utility providers of all communications, video, audio, electrical, water, sewer, and any other utility services to his Unit. Utility services to the Condominium which are not separately metered or billed to a Unit shall be treated as part of the Common Expenses.

10.02. Access to Units. Each Unit shall be subject to an easement to the co-owners of all of the other Units to and for the unobstructed and uninterrupted use of any and all pipes, ducts, flues, shoots, conduits, cables, and wire outlets and utility lines of any kind located within or accessible only from any particular Unit.

10.03. Party Walls. Units which are in a Two-Family Residence shall be subject to the following party wall agreements and restrictions relating to the Common Boundary:

(a) The Owners of Units on each side of a Common Boundary shall have the right to construct a load bearing wall and appropriate foundations and footings on portions of each Unit adjacent to the Common Boundary. Such wall shall be constructed in conformity with applicable building codes and shall provide sufficient support for the structures originally constructed on the Building Sites. Such wall, hereinafter referred to as the "party wall," shall be constructed with the center line thereof on the Common Boundary.

(b) The Owners of Units on each side of the Common Boundary shall be entitled to use the party wall for structural support and for any and all other uses which are compatible with the character of the Units and the interests of the adjoining Unit Owner.

(c) The Owners of Two-Family Residences shall share equally in the costs of the construction, repair, and maintenance thereof and shall have the right to enter upon the adjoining Unit at reasonable times and upon reasonable notice for purposes of inspecting, maintaining, and repairing the party wall.

(d) In the event that a Unit utilizing the party wall is removed, wrecked, destroyed, remodeled, repaired, or otherwise altered, by whatever cause, the Owner of the Unit which was so altered shall repair any damage caused to the party wall by virtue of such alteration and shall take such steps as may be necessary to ensure the continued use of the party wall by the Owner of the other lot.

10.04. Encroachments. In the event that by reason of the reconstruction, remodeling, settlement, or shifting of any building, or the design or construction of any Unit, any Unit or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements or any portion of any Unit encroaches upon any part of any other Unit, easements for such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owner or Owners of the Common Elements or Limited Common Elements, if such encroachment was intentionally created by such Owner or Owners.

10.05. Binding Effect. All easements and rights described in this Article are granted and reserved to and shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and on all Unit Owners, purchasers, and lenders and their heirs, executors, administrators, successors and assigns, and shall survive the withdrawal of the Real Estate from the provisions of the Act.

ARTICLE XI
REMEDIES

11.01. Unit Owner Scope of Liability. By acceptance of a Deed or other conveyance or transfer of any legal or equitable interest in a Unit, the Owner, joint Owner and all other transferees consent to personal liability to the extent of their Ownership Interest for any judgment entered against the Association even though not a party to the action on which such judgment is obtained; provided, however, a Unit Owner shall not be liable directly or indirectly to any person, firm, corporation, or organization for any debt or other obligation of the Association or of the other Unit Owners beyond such Owner's Ownership Interest in the assets and liabilities of the Association, unless the judgment is a result of injuries or damages caused in any manner by the Unit Owner.

11.02. Prosecution or Defense of Actions. The Association shall represent and defend the Unit Owners and shall be the real party in interest to represent and defend or prosecute any claim on behalf of or against all the Unit Owners in any suit, action, or other proceeding: (a) for enforcement of any debt or other contractual obligation to or from the Association or all the Unit Owners; (b) involving personal injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any Common Elements or Limited Common Elements; (c) for damages of any kind arising out of the operation or management of the Association; or (d) for enforcement of rights and obligations under the Act, this Amended Declaration or the other Condominium documents.

11.03. Obligations of Association. The Association shall indemnify and hold each Unit Owner harmless from all liabilities, costs, expenses, and damages which are determined to be the enforceable obligations of the Association, provided that such Unit Owner shall be liable to the Association for his share of such common expenses.

11.04. Indemnification of Association. In the event the Association is, for any reason, found liable for damages, fines, or penalties resulting, in whole or in part, from any unauthorized act of a Unit Owner or from any other act or omission of an Owner in the management, operation, use, or maintenance of his Unit, Common Elements, or Limited Common Elements which violates the Act, this Amended Declaration, or the other Condominium documents, or any applicable laws, ordinances, or regulations, such Unit Owner shall indemnify and hold the Association harmless from all losses, liabilities, costs, and expenses, including reasonable attorneys' fees incurred by the Association, except to the extent that such loss, liability, costs, or expenses are covered by insurance maintained by the Association or arises from good faith acts or omissions of such Unit Owner as an Officer or Director of the Association.

11.05. Failure of Association to Insist on Strict Performance Not Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Amended Declaration, the Bylaws, or the Rules, or to exercise any right or option herein or therein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of any such breach, shall not be deemed a waiver of such breach. No

waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing, and signed on behalf of the Association.

ARTICLE XII
AMENDMENT TO DECLARATION

12.01. Amendment to Declaration. Except as otherwise provided by the Act with respect to amending the percentage of interest in the Common Elements and termination of the condominium form of ownership, this Amended Declaration may be amended by an affirmative vote of not less than three-fourths (3/4ths) of all votes entitled to be cast by members of the Association.

Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner.

ARTICLE XIII
GENERAL PROVISIONS

13.01. Notices. All notices required to be sent to Unit Owners shall be in writing, delivered by email, or personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Amended Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is emailed or mailed to the Unit Owner. By providing the Association with an email address, the Unit Owner is consenting to receive all notices by email. It is acknowledged by all Unit Owners that delivery by electronic email, personal service, or mailing shall constitute sufficient notice for the purposes of this Amended Declaration.

13.02. Registered Agent. The resident agent for the Condominium under Wisconsin Statutes Section 703.23 shall be the registered agent for the Association. On the date this Amended Declaration was adopted, the registered agent for the Association was Max Flanagan, 4120 Stonewood Court, Brookfield, WI 53045.

13.03. Enforcement. The Association or any Unit Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Amended Declaration, the Bylaws, and the Rules.

13.04. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

13.05. Captions. The captions and section headings herein are inserted only as a matter of convenience and for reference and in no way define nor limit the scope or intent of the various provisions hereof.

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

13.07. Covenants Run with the Land. Except as provided herein to the contrary, all terms, conditions, and provisions of this Amended Declaration as may be amended shall constitute covenants running with the land and shall continue in full force and effect until the land is withdrawn from the provisions of the Act by unanimous consent of the Owners of all Units and their lenders.

IN WITNESS WHEREOF, this instrument is executed by duly elected Officers of the Association this 19TH day of AUGUST, 2024, after receipt of the written consents of Unit Owners owning greater than three-fourths (3/4ths) of the votes entitled to be cast and their Mortgagees.

STONEWOOD COURT CONDOMINIUM ASSOCIATION, INC.

By: _____
Leon Balthazor, President

Attest:

_____
Ann Fagan, Vice President/Secretary

This instrument was drafted by:
Brian J. Seidl
von Briesen & Roper, s.c.
10 E. Doty Street, Suite 900
Madison, WI 53703

41071164_4.DOCX

EXHIBIT A

Lot 3 of Certified Survey Map No. 4108, recorded November 12, 1981 in Volume 32 of Certified Survey Maps on pages 181, 182 and 183, as Document No. 1171136, being a part of the SE 1/4 of Section 4, T7N, R20E, City of Brookfield, County of Waukesha, State of Wisconsin, together with the northerly14.5 feet of Lot 2 of said Certified Survey Map No. 4108, bounded and described as follows: Beginning at the northwest corner of Lot Two; thence South 88°35'00" East along the north line of Lot Two 169.53 feet; thence South 6°00'00" East along the east line of Lot Two 14.62 feet; thence North 88°35'00" West 171.42 feet; thence North 1°25'00" East along the west line of Lot Two 14.50 feet to the place of beginning.

EXHIBIT A-1

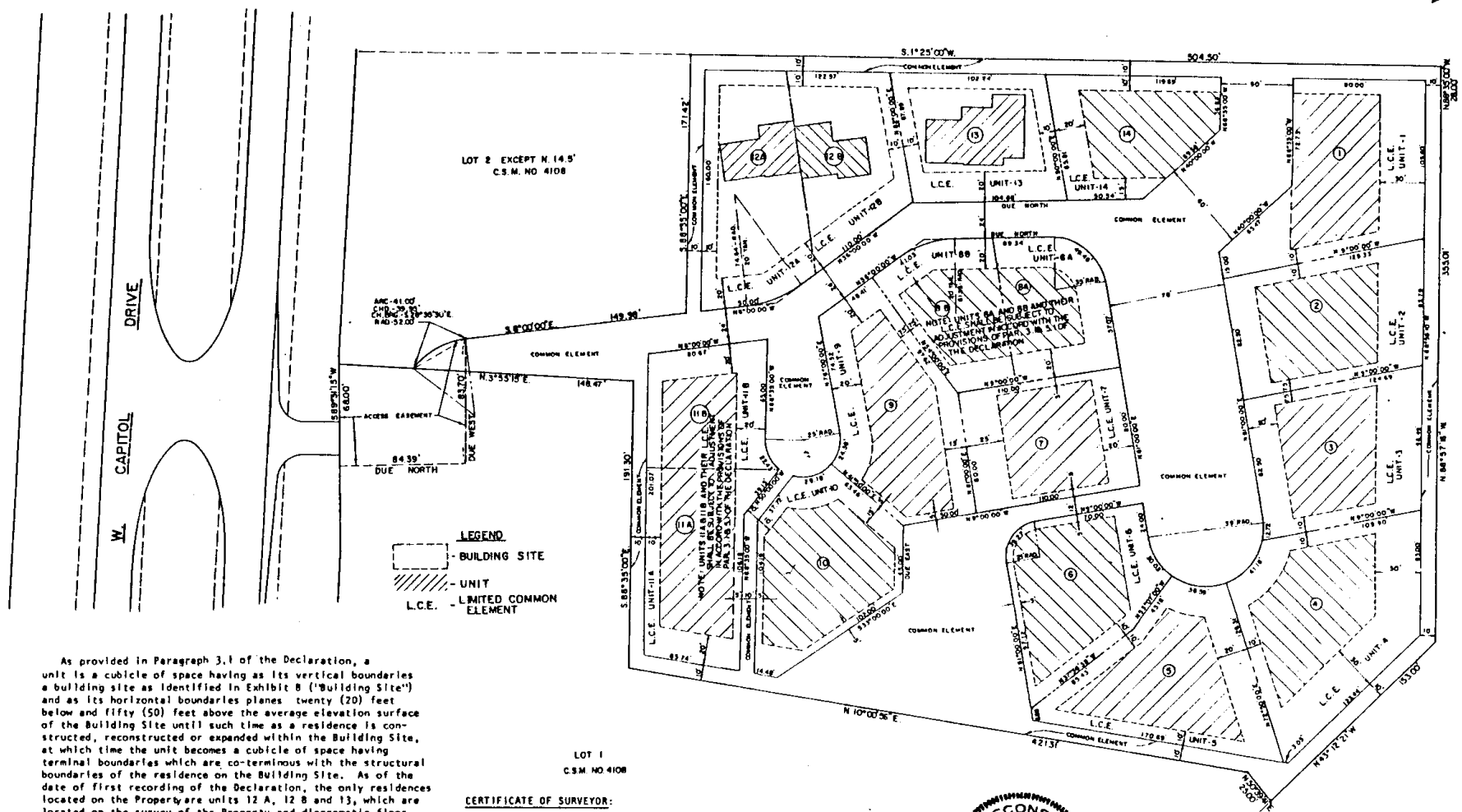
Unit	Address	PIN
11B	4040 Stonewood Ct., Brookfield, WI 53045	BR C102 4051
11A	4050 Stonewood Ct., Brookfield, WI 53045	BR C102 4050
12A	4055 Stonewood Ct., Brookfield, WI 53045	BR C102 4052
10	4060 Stonewood Ct., Brookfield, WI 53045	BR C102 4049
12B	4065 Stonewood Ct., Brookfield, WI 53045	BR C102 4053
9	4070 Stonewood Ct., Brookfield, WI 53045	BR C102 4048
13	4075 Stonewood Ct., Brookfield, WI 53045	BR C102 4054
8B	4080 Stonewood Ct., Brookfield, WI 53045	BR C102 4047
14	4085 Stonewood Ct., Brookfield, WI 53045	BR C102 4055
8A	4090 Stonewood Ct., Brookfield, WI 53045	BR C102 4046
1	4095 Stonewood Ct., Brookfield, WI 53045	BR C102 4039
7	4100 Stonewood Ct., Brookfield, WI 53045	BR C102 4045
2	4105 Stonewood Ct., Brookfield, WI 53045	BR C102 4040
6	4110 Stonewood Ct., Brookfield, WI 53045	BR C102 4044
3	4115 Stonewood Ct., Brookfield, WI 53045	BR C102 4041
5	4120 Stonewood Ct., Brookfield, WI 53045	BR C102 4043
4	4125 Stonewood Ct., Brookfield, WI 53045	BR C102 4042

EXHIBIT B

PLAT

EXHIBIT B

499



As provided in Paragraph 3.1 of the Declaration, a unit is a cubicle of space having as its vertical boundaries a building site as identified in Exhibit B ("Building Site") and as its horizontal boundaries planes twenty (20) feet below and fifty (50) feet above the average elevation surface of the Building Site until such time as a residence is constructed, reconstructed or expanded within the Building Site, at which time the unit becomes a cubicle of space having terminal boundaries which are co-terminous with the structural boundaries of the residence on the Building Site. As of the date of first recording of the Declaration, the only residences located on the Property are units 12 A, 12 B and 13, which are located on the survey of the Property and diagramatic floor plans of said residences are also attached to the Declaration. As a result of the development concept of Stonewood Court Condominium Homes and the way a unit is defined in the Declaration, it is impossible to describe the location of any building until it is actually located on the Property and impossible to depict a diagramatic floor plan until after a residence has been completed because the floor plan may not be determined by Declarant. In addition, even after completion of a residence, building location and floor plans are subject to modification from time-to-time by the unit owner in accordance with the provisions of the Declaration.

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that this plat is a correct representation of the Stonewood Court Condominium Homes described in the declaration and identifies the location of each unit and the common elements.

Dated this 13th day of April, 1983

John W. Jahnke

JOHN W. JAHNKE - Wis. Reg. No. S-917

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WIS. LAND SURVEYOR

REVISED 4-13-83

EXHIBIT "B"
SITE LAYOUT LOT 3 & N 14.5' LOT 2, C.S.M. NO 4108
STONEWOOD COURT CONDOMINIUM HOMES
PT OF SE 1/4, SECTION 4, T7N, R20E
CITY OF BROOKFIELD
WAUKESHA COUNTY, WISCONSIN

JAHNKE & JAHNKE ASSOCIATES INC.
PLANNERS & PROFESSIONAL ENGINEERS
WAUKESHA - WISCONSIN

DATE 4-8-83
FILE NO BROOKFIELD 91
JOB 80-13
SHEET 1 OF 1