

Third Amendment to the Declaration of Stonecroft Condominium

This Third Amendment ("3rd Amendment") to the Declaration of Stonecroft Condominium ("Stonecroft" or "Stonecroft Condominium") is intended to clarify, confirm and place of record information relating to the modification of the lands encompassing Stonecroft since the transfer of ownership of certain lands based on agreements reached between the unit owners of Stonecroft and adjoining property owners, including Stonecroft Inc., by agreements reached on and about September 15, 1991. This is intended to amend the Declaration of Condominium and Plan of Development for Stonecroft Condominium recorded on July 3, 1973 as Document No. 257376 ("Declaration"), as amended by the Corrective Declaration of Condominium and Plan of Development for Stonecroft Condominium recorded June 28, 1974 as Document No. 264972 ("1st Amendment"), as further amended by the Amendment to Declaration of Condominium recorded March 8, 1991 as Document No. 440867 ("2nd Amendment"). True and correct copies of the Declaration, 1st Amendment and 2nd Amendment are attached as Exhibit A.

The following parties join in the execution of this 3rd Amendment:

1. Stonecroft Home Owners Association, an unincorporated Wisconsin entity which governs Stonecroft Condominium ("Stonecroft HOA") and which is the fee title owner of the following declared but unbuilt units in Stonecroft: Units 11, 12, 13, 14, 15, 16, 17, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38, as further legally described on Exhibit B;
2. Craig J Kehoe and Melissa S Kehoe, being the fee title owner(s) of Unit 1 in Stonecroft Condominium, as further legally described on Exhibit C ("Kehoe");
3. Dwight C Boling and Mary-Beth R Boling, being the fee title owner(s) of Unit 2 in Stonecroft Condominium, as further legally described on Exhibit D ("Boling");
4. Andrew J Ophoven, being the fee title owner(s) of Unit 3 in Stonecroft Condominium, as further legally described on Exhibit E ("Ophoven");
5. Lynnmek Properties LLC, being the fee title owner(s) of Units 4 and 9 in Stonecroft Condominium, as further legally described on Exhibit F ("Lynnmek");
6. Donald Gilmore and Barbara Gilmore 2004 Revocable Trust, being the fee title owner(s) of Unit 5 in Stonecroft Condominium, as further legally described on Exhibit G ("Gilmore");
7. Mary Voell, being the fee title owner(s) of Unit 6 in Stonecroft Condominium, as further legally described on Exhibit H ("Voell");
8. James Perez, being the fee title owner(s) of Unit 7 in Stonecroft Condominium, as further legally described on Exhibit I ("Perez");
9. John Russell Richardson, being the fee title owner(s) of Unit 8 in Stonecroft Condominium, as further legally described on Exhibit J ("Richardson");
10. Judith C Burnside, being the fee title owner(s) of Unit 10 in Stonecroft Condominium, as further legally described on Exhibit K ("Burnside");

11. Fehlman Properties LLC, being the fee title owner(s) of Unit 18 in Stonecroft Condominium, as further legally described on Exhibit L ("Fehlman");
12. Stonecroft Inc., being the fee title owner(s) of Units 19 and 25 in Stonecroft Condominium, as further legally described on Exhibit M ("Stonecroft Inc.");
13. Carolyn Ann Properties LLC, being the fee title owner(s) of Units 20 and 23 in Stonecroft Condominium, as further legally described on Exhibit N ("Carolyn Ann Properties");
14. Kelly C O'Neil, being the fee title owner(s) of Unit 21 in Stonecroft Condominium, as further legally described on Exhibit O ("O'Neil");
15. Valerie Bote, being the fee title owner(s) of Unit 22 in Stonecroft Condominium, as further legally described on Exhibit P ("Bote");
16. Jandjstone LLC, being the fee title owner(s) of Unit 24 in Stonecroft Condominium, as further legally described on Exhibit Q ("Jandjstone");
17. Andrew Adrianson and Larimar Adrianson, being the fee title owner(s) of Unit 26 in Stonecroft Condominium, as further legally described on Exhibit R ("Adrianson");
18. Christopher M Pike, being the fee title owner(s) of Unit 27 in Stonecroft Condominium, as further legally described on Exhibit S ("Pike"); and
19. Cap 2200 LLC, being the fee title owner(s) of Units 39 and 40 (which are apparently built but undeclared units) in Stonecroft Condominium, as further legally described on Exhibit T ("Cap 2200").

Stonecroft HOA, Kehoe, Boling, Ophoven, Lynnemark, Gilmore, Voell, Parez, Richardson, Burnside, Fehlman, Stonecroft Inc., Carolyn Ann Properties, O'Neil, Bote, Jandjstone, Adrianson, Pike, and Cap 2200 are collectively referred to herein as "Unit Owners".

RECITALS:

A. Per the Declaration from 1973 the lands within the condominium were identified as the real estate set forth in Exhibit A of the Declaration consisting of:

1. Lands owned in fee by the Declarant (which lands were approximately 3 acres, being the lands directly under the improvements - see by way of reference the Quit Claim Deed recorded August 22, 1972 as Document No. 250159). A true and correct copy of the Quit Claim Deed is attached as Exhibit U, and
2. Leased lands per a Ground Lease dated August 21, 1972, between Sidney Stone and Shanah Stone, as Lessor, and Declarant (Stonecroft Inc.) as Lessee, a Memorandum of which Ground Lease was recorded on August 22, 1972 as Document No. 250160 (which lands were approximately 67 acres). A true and correct copy of the Memorandum of which Ground Lease is attached as Exhibit V.

B. Starting in 1973, as part and parcel of the sale of each unit within Stonecroft Condominium, in addition to a Deed for the unit, Stonecroft Inc. would enter into a Sublease Agreement with the new unit owner to sublet to the new unit owner "Sublessee's undivided interest in the Common Area is as set forth in Paragraph 9 of the Declaration of Stonecroft Inc.". Per each Sublease Agreement the Sublessee (being the new unit owner) was required to pay Stonecroft Inc., as Sublessor, an annual rental of \$456, to be paid monthly in the amount of \$38, subject to an increase based upon the Consumer Price Index (see by way of reference the first Sublease Agreement

recorded July 30, 1973 as Document No. 258060). These Subleases were for the approximately 67 acres which were identified in the Ground Lease recorded on August 22, 1972 as Document No. 250160.

C. Between 1973 and 1990, notwithstanding the provision in the Subleases increasing the rent annually based upon a change in the Consumer Price Index, Stonecroft Inc. did not raise the rent under the Subleases.

D. By letter dated July 20, 1990, Attorney Donald C. Lubner, as the attorney for Stonecroft Inc. , provided notice to the unit owners in Stonecroft Condominium that the annual rent for the approximately 67 acres would be adjusted to \$117.15 per month (vs. \$38 per month). Alternatively Attorney Lubner offered the following "If any tenant or group of tenants would wish to purchase land and own it outright, the lessor would sell on the basis of \$7,500 an acre... it should be mentioned this would both probably be cheaper in the short run and a better investment as well." A true and correct copy of the July 20, 1990 letter is attached as Exhibit W.

E. Between July 1990 and September 1991, Stonecroft Inc. and the unit owners in Stonecroft Condominium negotiated a purchase of part of the subleased 67 acres. The negotiations culminated in:

1. The recording of Certified Survey Map No. 2294 which was recorded on July 11, 1991 Volume 17 of Certified Survey Maps on pages 42-43, as Document No. 446690 which divided the approximately 70 acres identified in the Declaration into three parcels (a true and correct copy of Certified Survey Map No. 2294 is attached as Exhibit X), and
2. The purchase by Stonecroft Home Owners Association from Stonecroft Inc. of 17.67 acres within the approximately 70 acres, identified as Lot Two of Certified Survey Map No. 2294, excepting therefrom Units 1 thru 40 inclusive in Stonecroft Condominium (a true and correct copy the Deed recorded September 16, 1991 as Document No. 449860 is attached as Exhibit Y). The final purchase price for the 17.67 acres was \$128,107.50, being \$7250 per acre, as further described in the Offer between Stonecroft Inc. and the unit owners in Stonecroft Condominium accepted September 8, 1991, a true and correct copy of which is attached as Exhibit Z.

F. As part of these negotiations, the unit owners in Stonecroft Condominium agreed to terminate the subleases and release and waive all rights in the remaining portions of the leased 67 acres, specifically being Lots One and Three of Certified Survey Map No. 2294. This was documented in the Memorandum recorded on August 19, 1992 as Document No. 470871, a true and correct copy of which is attached as Exhibit AA.

G. As stated in the Stonecroft Newsletter from January 1992, the purchase of the 17.67 acres "In the annals of Stonecroft history, 1991 will stand out as a watershed year of conflict resolution and positive change for the Village...the biggest accomplishment was the successful resolution of the land issue, which resulted in the purchase of 17.67 acres from Stonecroft Inc." A true and correct copy of the January 1992 Stonecroft Newsletter is attached as Exhibit BB.

H. Unfortunately the attorneys, Stonecroft Inc. and the unit owners of Stonecroft Condominium failed to take one final step in 1990/1991 to clarify that the boundaries of Stonecroft Condominium were revised from the original 70 acres shown on the Declaration to the 17.67 acres known as Lot Two of Certified Survey Map No. 2294. Specifically the parties failed to record an amendment to the Declaration with the Ozaukee County Register of Deeds Office.

I. Accordingly, each of the undersigned Unit Owners in Stonecroft Condominium are executing this 3rd Amendment now to:

1. Confirm that as of September 15, 1991, the boundaries of Stonecroft Condominium have been defined as Lot Two of Certified Survey Map No. 2294;

2. The undersigned never intended to acquire or claim any right, title or interest in the former common elements encompassed by Lot One and Three of Certified Survey Map No. 2294 and the undersigned have no right, title or interest in any part of Lots One and Three of Certified Survey Map No. 2294; and
3. Amend the Declaration to provide that the boundaries of Stonecroft Condominium are defined as Lot Two of Certified Survey Map No. 2294.

NOW THEREFORE, the parties agree as follows:

1. **Recitals:** The above recitals are incorporated below as if set forth at length.
2. **Description of Real Estate:** Paragraph 1 of the Declaration is hereby amended to provide that as of September 15, 1991, the boundaries of Stonecroft Condominium and the real estate which encompasses Stonecroft Condominium has been the real estate legally described as Lot Two of Certified Survey Map No. 2294

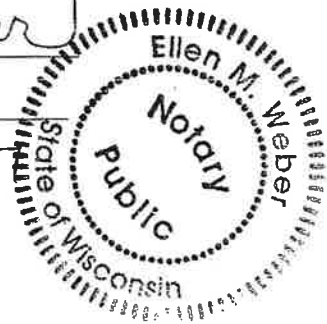
Stonecroft Home Owners Association, an
unincorporated Wisconsin entity

STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

By: Mary Beth R. Boling
Name: Mary Beth R. Boling
Title: President SOA
(Owner of Units 11, 12, 13, 14, 15, 16, 17,
28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38)

Personally came before me on 9-17, 2024 the foregoing
named MARY BETH R. BOLING
to me known to be the person who executed the foregoing instrument
and acknowledged the same.

Ellen M. Weber
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027



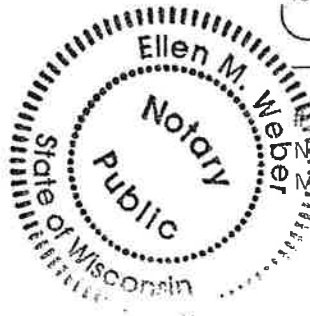
Craig J. Kehoe

STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

Craig J. Kehoe
Craig J. Kehoe
(Owner of Unit 1)

Personally came before me on 9-17, 2024 the foregoing
named Craig J. Kehoe to me known to be the person who executed the
foregoing instrument and acknowledged the same.

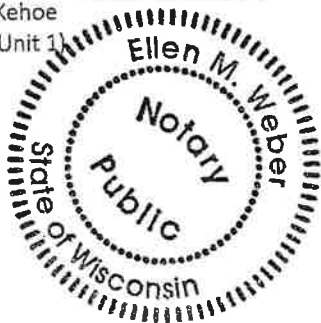
Ellen M. Weber
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027



Melissa S. Kehoe

Melissa S. Kehoe

Melissa S. Kehoe
(Owner of Unit 1)



Dwight C. Boling

D. C. Boling

Dwight C. Boling
(Owner of Unit 2)

Mary-Beth R. Boling

Mary Beth R. Boling

Mary-Beth R. Boling
(Owner of Unit 2)

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

Personally came before me on 9/17, 2024 the foregoing named Melissa S. Kehoe to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

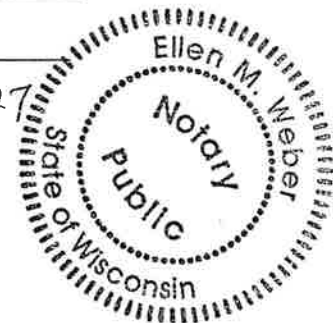
Personally came before me on 9/17, 2024 the foregoing named Dwight C. Boling to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

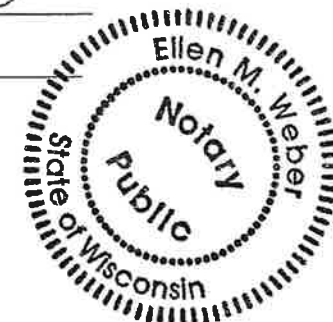
Personally came before me on 9-17, 2024 the foregoing named Mary-Beth R. Boling to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



Andrew J. Ophoven

Andrew J. Ophoven
(Owner of Unit 3)

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

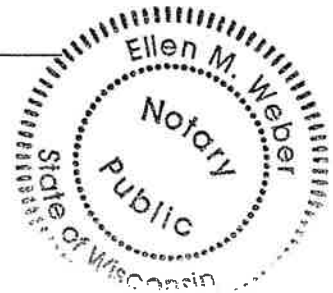
Personally came before me on 9-17, 2024 the foregoing
named Andrew J. Ophoven to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



Lynnemarle Properties LLC

By: Arline Lynne Trinklein
Name: ARLINE LYNN TRINKLEIN

Title: Member
(Owner of Units 4 and 9)

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

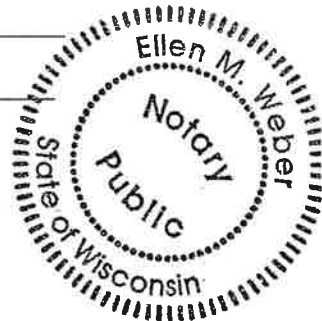
Personally came before me on 9-17, 2024 the foregoing
named Michael Trinklein to me known to be the person who
executed the foregoing instrument and acknowledged the same.

AND Arline Lynne Trinklein

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



Donald Gilmore and Barbara Gilmore 2004
Revocable Trust

By: Donald H. Gilmore
Name: Donald H. Gilmore

Title: Trustee
(Owner of Unit 5)

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

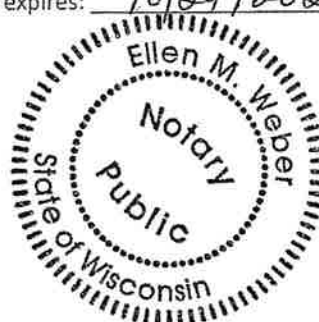
Personally came before me on 9-17, 2024 the foregoing
named Donald H. Gilmore to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



Mary Voell

STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

Mary Voell
(Owner of Unit 6)

Personally came before me on _____, 2024 the foregoing
named Mary Voell to me known to be the person who executed the
foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

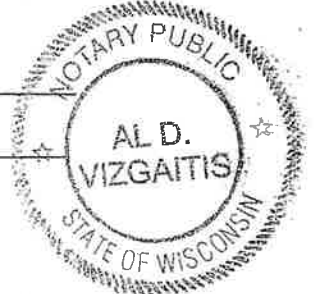
James Perez

STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

James Perez
(Owner of Unit 7)

Personally came before me on September 16 2024 the foregoing
named James Perez to me known to be the person who executed the
foregoing instrument and acknowledged the same.

Al D. Vizgaitis
Al D. Vizgaitis
Notary Public, State of Wisconsin
My commission expires: July 20, 2025



John Russell Richardson

STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

John Russell Richardson
(Owner of Unit 8)

Personally came before me on 9-17 2024 the foregoing
named John Russell Richardson to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Ellen M. Weber
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027



Judith C. Burnside

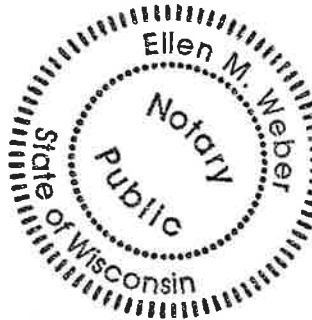
STATE OF WISCONSIN)

)ss.

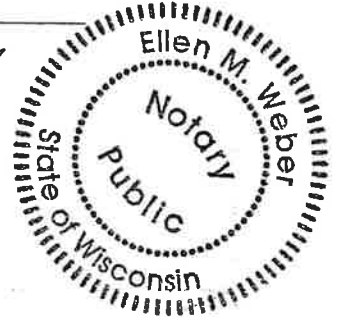
OZAUKEE COUNTY)

Judith C. Burnside
Judith C. Burnside
(Owner of Unit 10)

Personally came before me on 9-17, 2024 the foregoing
named Judith C. Burnside to me known to be the person who executed
the foregoing instrument and acknowledged the same.



Ellen M. Weber
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027



Fehlman Properties LLC

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

By: _____

Name: _____

Title: _____

(Owner of Unit 18)

Personally came before me on _____, 2024 the foregoing
named _____ to me known to be the person
who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Stonecroft Inc.

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

By: John Stone

Name: JOHN STONE

Title: PRESIDENT

(Owner of Units 19 and 25)

Personally came before me on 9-17, 2024 the foregoing
named John Stone to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Ellen M. Weber
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027



Carolyn Ann Properties LLC

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

By: Carolyn Ann Properties LLC

Name: Carolyn Ann Properties LLC

Title: principle - sole

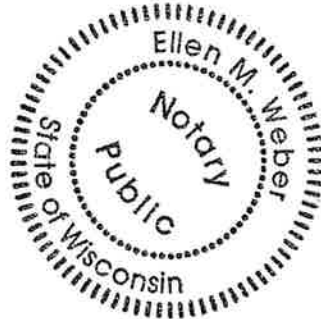
(Owner of Units 20 and 23) member

Personally came before me on 9-19, 2024 the foregoing named Carolyn Ann Properties LLC to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



Kelly C. O'Neil

Kelly C. O'Neil

Kelly C. O'Neil
(Owner of Unit 21)

NKA Kelly M. O'Neil

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

Personally came before me on 14th September, 2024 the foregoing named Kelly C. O'Neil to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027



Valerie Bote

Valerie Bote

Valerie Bote
(Owner of Unit 22)

STATE OF WISCONSIN)

)ss.

OZAUKEE COUNTY)

Personally came before me on 9-19, 2024 the foregoing named Valerie Bote to me known to be the person who executed the foregoing instrument and acknowledged the same.

Ellen M. Weber

Notary Public, State of Wisconsin

My commission expires: 10/29/2027

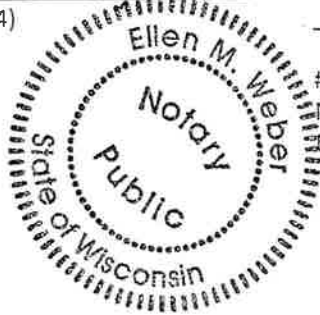


Jandjstone LLC

By: [Signature]

Name: JOHN STONE

Title: PRESIDENT, Harbor
(Owner of Unit 24)



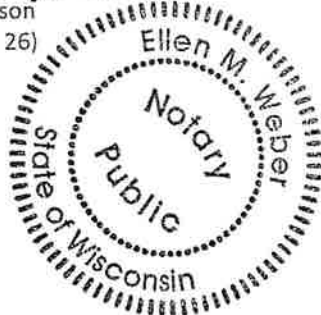
STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

Personally came before me on 9-19, 2024 the foregoing
named John Stone to me known to be the person who
executed the foregoing instrument and acknowledged the same.

[Signature]
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027

Andrew Adrianson

[Signature]
Andrew Adrianson
(Owner of Unit 26)



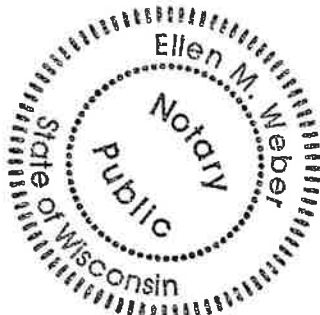
STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

Personally came before me on 9-19, 2024 the foregoing
named Andrew Adrianson to me known to be the person who executed
the foregoing instrument and acknowledged the same.

[Signature]
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027

Larimar Adrianson

[Signature]
Larimar Adrianson
(Owner of Unit 26)



STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

Personally came before me on 9-17, 2024 the foregoing
named Larimar Adrianson to me known to be the person who executed
the foregoing instrument and acknowledged the same.

[Signature]
Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027

Christopher M. Pike

STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

Christopher M. Pike
(Owner of Unit 27)

Personally came before me on _____, 2024 the foregoing
named Christopher M. Pike to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____

Cap 2200 LLC

STATE OF WISCONSIN)
)ss.
OZAUKEE COUNTY)

By: Carolyn A. Schaefer

Name: CAROLYN A. SCHAEFER

Title: President - 40% member

(Owner of Units 39 and 40)

Personally came before me on 9-19, 2024 the foregoing
named Carolyn A. Schaefer to me known to be the person who
executed the foregoing instrument and acknowledged the same.

Ellen M. Weber
Notary Public, State of Wisconsin
My commission expires: 10/29/2027

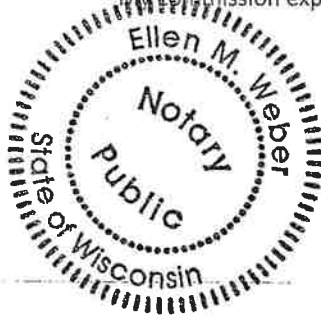


Exhibit A

- **Declaration of Condominium and Plan of Development for Stonecroft Condominium recorded on July 3, 1973 as Document No. 257376**
- **Corrective Declaration of Condominium and Plan of Development for Stonecroft Condominium recorded June 28, 1974 as Document No. 264972**
- **Amendment to Declaration of Condominium recorded March 8, 1991 as Document No. 440867 ("2nd Amendment")**

RECORDED

JUL 3 2 45 PM '73

DECLARATION OF CONDOMINIUM
AND PLAN OF DEVELOPMENT
FOR
STONECROFT CONDOMINIUM

James L. ...
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

This DECLARATION OF CONDOMINIUM AND PLAN OF DEVELOPMENT (the "Declaration"), made as of the 15th day of June, 1973, pursuant to the provisions of the Unit Ownership Act of the Wisconsin Statutes (sometimes hereinafter called the "Unit Ownership Act"), by STONECROFT, INC., a Wisconsin corporation, (the "Declarant").

1. DESCRIPTION OF REAL ESTATE

WITNESSETH: The Declarant does hereby declare that the real estate (a portion of which is leased by Declarant pursuant to a Ground Lease dated August 21, 1972, between Sidney Stone and Shanah Stone, as Lessor, and Declarant, as Lessee, a Memorandum of which Ground Lease was recorded on August 22, 1972, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in Volume 306 of Records, Page 384, as Doc. No. 250160, and the remainder of which is owned by Declarant in fee simple, all of which is hereinafter referred to as the "Real Estate") described as set forth in Exhibit A attached hereto and hereby incorporated as a part hereof, is herewith and hereby subjected to the Unit Ownership Act and this Declaration. The said Real Estate and all improvements thereon or to be constructed thereon and appurtenances thereto shall be known as Stonecroft Condominium.

2. SUBJECT TO DECLARATION OF RESTRICTIONS AND OWNERS' ASSOCIATION BYLAWS

The rights and obligations of each unit owner in Stonecroft Condominium and the powers, functions, duties and responsibilities of the Association of Unit Owners of Stonecroft Condominium are expressly subject to and bound by the terms and provisions of that certain document entitled "Declaration of Restrictions and Owners' Association Bylaws" (the "Bylaws and Restrictions"), copies of which are on file in the office of Sidney Stone situated at 4532 North Oakland Avenue, Milwaukee, Wisconsin.

3. DEFINITIONS

The following terms, whenever used in this Declaration and the Bylaws and Restrictions for Stonecroft Condominium shall be defined as set forth herein:

(a) "Association" is the Association of Unit Owners for Stonecroft Condominium as such Association is provided for in the Unit Ownership Act. The rights, duties, powers and obligations of the Association are set forth in

this Declaration and in the said Bylaws and Restrictions.

(b) "Board" as referred to herein means the Board of Governors as established by the Bylaws and Restrictions.

(c) "Unit Owner" is the person, corporation or partnership, or the assignee or successor in interest, owning an interest in the Real Estate consisting of an undivided subleasehold interest in common in a portion of a parcel of the Real Estate together with a separate fee simple interest in a Shop-Residence Unit.

4. DESCRIPTION AND LOCATION OF BUILDING - UNIT IDENTIFICATION

(a) There shall be a complex of not more than nine (9) principal buildings erected on the Real Estate. Such buildings shall contain a total of not more than thirty-eight (38) units of shop-residences as such units are defined and described in the Unit Ownership Act and Paragraph 3(c) of this Declaration. The units shall be constructed in two (2) or more phases with the first phase comprising thirteen (13) units and the subsequent phase or phases, to be constructed subsequent to the completion and occupancy of the first phase, comprising twenty-five (25) units. There shall also be erected on the Real Estate a commercial restaurant and a commercial or professional building, provided, however, that such restaurant and/or commercial building need not be constructed unless and until at least twenty-five (25) units have been constructed and Declarant, in his sole discretion, determines that the construction of such buildings is economically feasible. The Real Estate upon which the said units are to be or are in the process of being constructed is shown by the survey thereof, a copy of which is attached hereto as Exhibit A and hereby incorporated as an integral part hereof. The land areas upon which the buildings comprising the first phase will be constructed are shown by legend 1 on Exhibit B. The land areas upon which the subsequent phase or phases will be constructed are all the remaining blocks as shown on Exhibit B. The said Exhibit B is attached hereto and incorporated herein by this reference thereto.

(b) The location and numbers of the units together with the immediate common area to which each unit has access within the aforesaid buildings are shown on the attached Exhibit B.

(c) The floor plans, elevations, stories, basements, layout, dimensions, number of rooms, and approximate area of the aforesaid buildings and units contained therein are depicted on the set of typical plans, marked Exhibit C, attached hereto and hereby incorporated herein.

5. COMMON AREAS

The term "common areas" shall mean the Real Estate (other than that portion thereof upon which the individual units are or will be constructed) and all other parts and properties located within and upon the condominium project, excepting only the individual shop-residence units and appurtenances thereto as described in paragraph 7 of this Declaration.

6. CONSTRUCTION MATERIALS

The principal construction materials for the building are shown on the attached Exhibit D. The Declarant, for itself, its successors and assigns, reserves the right to substitute the principal construction materials with materials of substantially equal quality in the event that the designated principal materials are not reasonably available.

7. BOUNDARIES OF UNITS

(a) Except as provided in subparagraphs (b) and (c) of this paragraph 7, each unit shall consist of that portion of the Real Estate upon which it is built and those parts of the buildings and enclosed space, as shown on Exhibit C bounded by the intersecting vertical, horizontal, inclined or curvilinear planes described as follows:

(1) Planes which follow and conform to the contours of the centerline of the common walls of the buildings;

(2) Planes which follow and conform to the contour lines of the undersurfaces of the buildings and appurtenances;

(3) Planes which follow and conform to the contour lines of all exterior, outside surfaces and appurtenances of the buildings.

(b) The owner of each unit shall have an exclusive easement for the use of any chimney located in the common wall, but only for that flue of the chimney which has a door opening into his unit as shown on the attached Exhibit C.

(c) Regardless of location, the following structures and their components which service two or more units are excluded from each unit and are expressly designated as common areas:

- (1) Cold water service system, with lines and pipes;
- (2) Sump pumps and sump pump systems;
- (3) Sanitary sewer laterals;
- (4) Any central service or utility equipment and systems which may affect or be connected to or through other units in the project.

(d) Each unit owner shall have a valid easement throughout the entire interior space of the common wall which divides his unit from the adjoining unit. Such easement shall be for purposes of additional utility outlets, wall hangings, and the like, where space between said common walls may be necessary for such uses, except that no unit owner shall do anything to impair the structural integrity of the buildings or of the soundproofing of the common walls between the units. A valid easement shall exist for the benefit of all owners of the condominium project in all utility service installations which run into and through each unit of a building. All utilities and the facilities therefor which serve only each individual unit and no other unit shall belong to the unit; but those utility facilities which serve more than one unit shall be owned in common and their respective routes and locations shall constitute an easement for the benefit of all of the owners in the project in each unit through which such facilities pass to the extent that such easement may be necessary for the function, replacement, maintenance and repair of such facilities.

(e) In interpreting the attached Exhibits to this Declaration or any amendments thereto, the existing physical boundaries of a unit constructed or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the dimensions expressed in the attached Exhibits, regardless of the settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the attached Exhibits or in a deed of conveyance and those of the buildings as located and erected.

8. LIMITED COMMON AREA

The air space above the porch, parking space or car port, balcony or patio of a unit, if any, shall constitute a limited common area for the exclusive use and benefit of the owner of such unit subject to such rules and regulations as the Board may prescribe regarding use and maintenance.

9. OWNERSHIP IN COMMON AREAS

Declarant may elect, without the consent of the Unit Owners, at any time prior to January 1, 1980, to add additional units to Stonecroft Condominium; provided, however, that the total number of units may not exceed thirty-eight (38) without an Amendment to this Declaration as provided in paragraph 22 hereof. Each owner of a unit in Stonecroft Condominium shall own an undivided subleasehold interest in the common areas. The percentage of such undivided interest in the common areas attributable to each Unit Owner shall be based upon the following formula and, in such formula shall be determined by the number of units which at any time during the term of this Declaration are completed and occupied. Each Unit Owner hereby gives his irrevocable consent to the percentages of undivided interest in the common areas set forth herein.

<u>A</u> If Number of Units Completed And Occupied Is:	<u>B</u> Then Unit Owner's Percentage Of Interest In Common Areas Is:	<u>A</u> If Number of Units Completed And Occupied Is:	<u>B</u> Then Unit Owner's Percentage Of Interest In Common Areas Is:
10	.1000	25	.0400
11	.0909	26	.0385
12	.0833	27	.0370
13	.0769	28	.0357
14	.0720	29	.0345
15	.0667	30	.0333
16	.0625	31	.0323
17	.0588	32	.0313
18	.0556	33	.0303
19	.0526	34	.0294
20	.0500	35	.0286
21	.0476	36	.0278
22	.0455	37	.0270
23	.0435	38	.0263
24	.0417		

Except as may be otherwise limited in this Declaration, each unit owner shall have the right to the use and benefit of the common areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

10. VOTE OF OWNER

Each unit owner shall be entitled to a vote within the Association of unit owners as provided in the Bylaws and Restrictions.

11. RESIDENTIAL AREAS

Each building and the units therein are intended for and restricted to residential use and the operation of a commercial enterprise exclusively.

12. SERVICE OF PROCESS

Service of process may be made on Sidney Stone at 4532 North Oakland Avenue in the City of Milwaukee, State of Wisconsin. A successor or successors may be designated by an amendment to this Declaration adopted in the manner provided in paragraph 22 hereof.

13. RE-SUBDIVIDING PROHIBITED

No unit owner shall, by assignment, sublease, plat, or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on the attached Exhibits.

14. ENCROACHMENTS TO BECOME EASEMENTS

In the event that, by reason of the construction, settlement or shifting of the buildings, any part of the common areas encroaches or shall hereafter encroach on any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such units and the common areas, as the case may be, as long as all or any part of the building containing such unit shall remain standing.

15. EASEMENT TO RUN WITH LAND

All easements and rights described and set forth herein are easements and rights appurtenant to and running

with the Real Estate perpetually, and at all times shall inure to the benefit of and be binding upon the undersigned, its successors and assigns, and any owner, purchaser, sublessee, mortgagee and other person having an interest in said Real Estate, or any part or portion thereof.

The Declarant herein reserves the right to effectuate from time to time such temporary easements over, upon, through or under the Real Estate which has been subjected to this Declaration as may be reasonably required in the sole discretion of the Declarant to facilitate the construction of such subsequent phase or phases of Stonecroft Condominium as are contemplated herein.

16. DESTRUCTION AND REPLACEMENT OF BUILDINGS

Any damaged or destroyed building or unit(s) shall be repaired and replaced by the Board as provided in the Bylaws and Restrictions.

17. OWNERS AND OCCUPANTS SUBJECT TO RULES AND REGULATIONS

Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and Restrictions as well as by any additional rules and regulations which may be adopted by the Board of Governors.

18. COVENANTS BY DECLARANT

The Declarant hereby covenants and agrees that it will construct the buildings referred to in paragraph 4 hereof in substantial conformity with the plans therefor attached hereto; that it will install the necessary utilities and means of ingress and egress; and that it will cause the unfinished areas to be seeded or sodded. Declarant further covenants that it will save the unit owners harmless from any and all construction liens which may result from any future construction effected by the Declarant on the Real Estate.

19. INTERPRETATION OF DECLARATION AND BYLAWS AND RESTRICTIONS AS ONE DOCUMENT

This Declaration and the Bylaws and Restrictions shall be interpreted as one document for all purposes necessary for the operation of the condominium project, and all portions of the Unit Ownership Act and Amendment thereto which are applicable to and referred to in the above documents are incorporated herein by reference.

20. SEVERABILITY

The provisions of this Declaration and of the Bylaws and Restrictions shall be considered severable, and if any of the provision(s) thereof are declared to be void, invalid, or illegal, this shall not in any way affect the other provisions in the said Declaration or Bylaws and Restrictions.

21. RULE AGAINST PERPETUITIES

If any of the provisions of this document shall be unlawful or void by reason of a conflict with any common law or statutory rules against perpetuities, restrictions or alienation or like laws, then such provision shall continue only thirty (30) years following the death of the last survivor of the following named persons: Elizabeth II, present Queen of England, her son Charles, Prince of Wales, her daughter, Princess Anne, her son, Prince Andrew, and her son, Prince Edward.

22. AMENDMENTS TO DECLARATION

Except as otherwise provided herein, this Declaration may be amended by an affirmative vote of not less than 75% of all unit owners (including Declarant) entitled to vote as members of the Association; provided, that the provisions of Section 703.06(2) of the Unit Ownership Act, Wisconsin Statutes (1971), shall apply on any vote to change or alter the percentage of ownership in the common areas. Copies of such amendments shall be certified by the Chairman and Secretary of the Board and shall be in recordable form. A copy of the amendment shall be recorded with the Register of Deeds for Ozaukee County, Wisconsin, and a copy of the amendment shall be mailed or personally delivered to each unit owner within this condominium project.

23. STATEMENT OF ASSESSMENTS AND RELEASE OF LIEN

The Association shall, at the request of an owner, his representative, or his mortgagee, furnish a written statement pursuant to the applicable provisions of Chapter 703.24 of the Wisconsin Statutes (1971). Upon payment of an assessment, which has become a recorded lien on the property of the owner, and upon the request of the owner, the Association shall furnish a receipt showing payment and a release of lien in recordable form.

24. DECLARATORY STATEMENT OF COVENANTS TO RUN WITH LAND

This Declaration and all provisions herein contained shall constitute a covenant running with the Real Estate described herein, and shall be binding upon all owners, occupants, mortgagees and parties claiming an interest in said Real Estate and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the said Stonecroft, Inc., the Declarant herein, has caused this Document to be signed by Shanah Stone, its President, and countersigned by John Stone, its Secretary, at Milwaukee, Wisconsin, and its corporate seal to be hereunto affixed, this 2nd day of July, 1973.

STONECROFT, INC.

By Shanah Stone
Shanah Stone, President

[Corporate Seal]

Countersigned:

By John Stone
John Stone, Secretary

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me, this 2nd day of July, 1973, Shanah Stone, President, and John Stone, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Benjamin J. Abrahams
Benjamin J. Abrahams
Notary Public, Milwaukee County
Wisconsin
My commission: is permanent

[Notarial Seal]



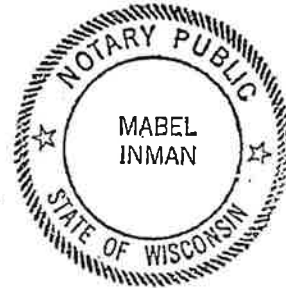
Subscribed and sworn to before me
this 28 day of June, 1973.

Mabel Inman

Notary Public, Milwaukee County
Wisconsin.

My commission: Feb. 29, 1976

[Notarial Seal]



-11-

This instrument was drafted by Ben J. Abroahams of Foley
& Lardner, 735 North Water Street, Milwaukee, Wisconsin
53202

[illegible]

SID STONE

TOWN OF GRAFTON, OZAUKEE CO.,
WISCONSIN

NAME _____
DATE _____
SIGNED BY _____
M.H. _____

SALE _____
DATE _____
JOB NO. _____

OO Lemah, Inc.
BOSTON
MASSACHUSETTS

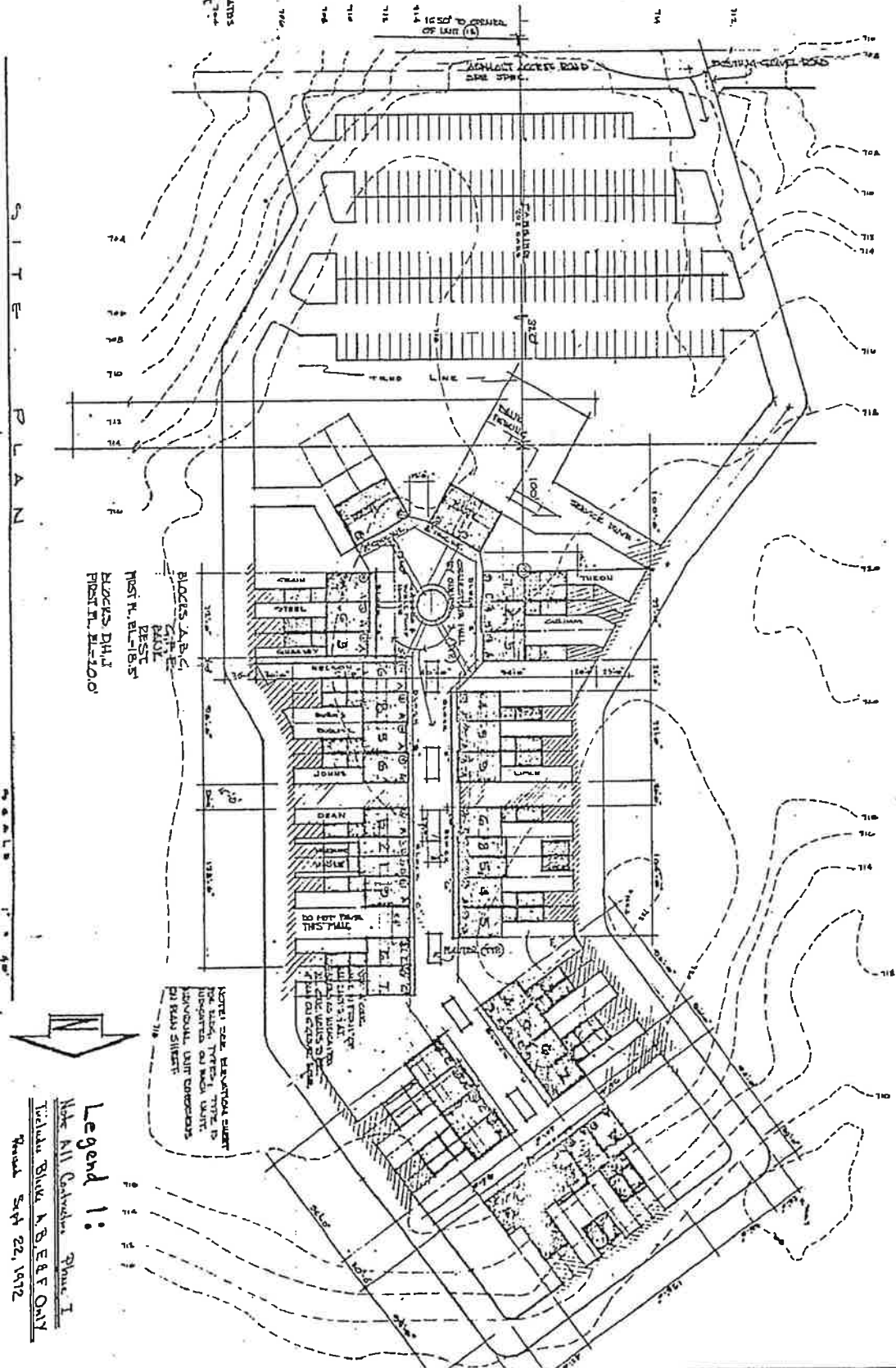
MASSACHUSETTS, WINTHROP
WINTHROP, MASSACHUSETTS

BUILDING PLAN BUILDING LOCATIONS

UNIT NO.
STYLE
DESCRIPTION
PLAN
DESCRIPTION

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

NOTE:
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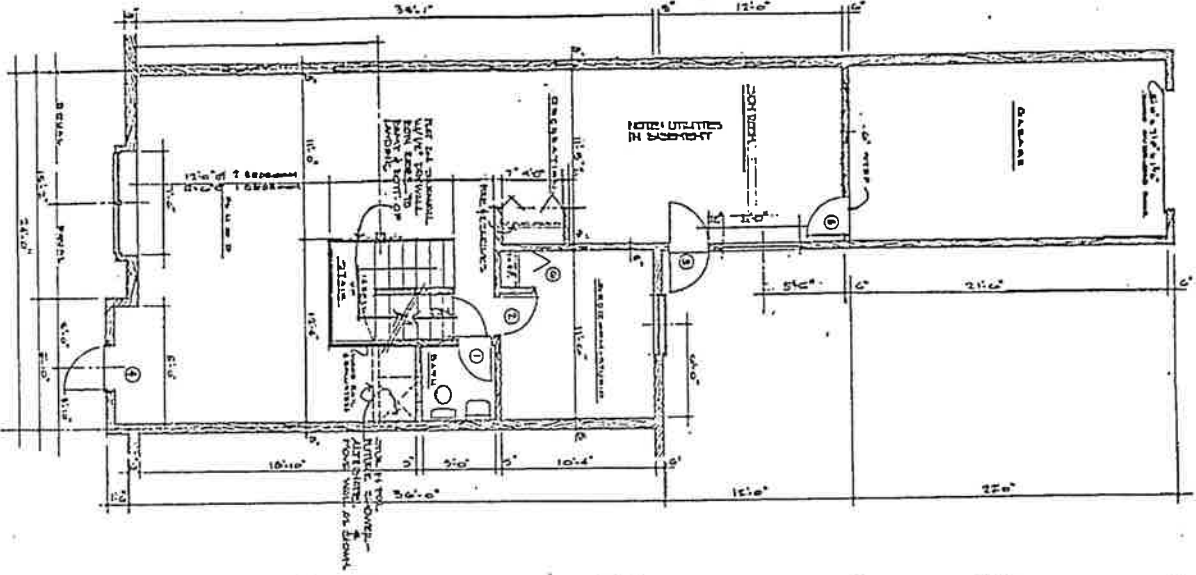
Legend 1:
Note All Contours Same
Include Blue A, B, E, F Only
March Sept 22, 1972

Exhibit "B"

Exhibit "B"

Exhibit "C"

FIRST FLOOR PLAN - 12' x 10'



SECOND FLOOR PLAN - 12' x 10'

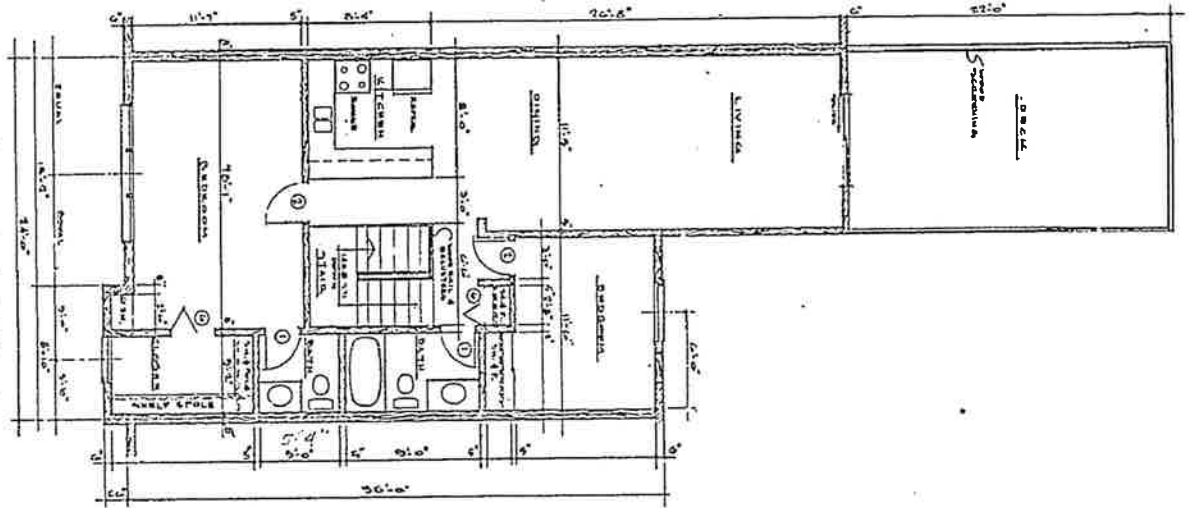


Exhibit "C"

UNIT "A"

SECOND FLOOR PLAN - 12' x 10'

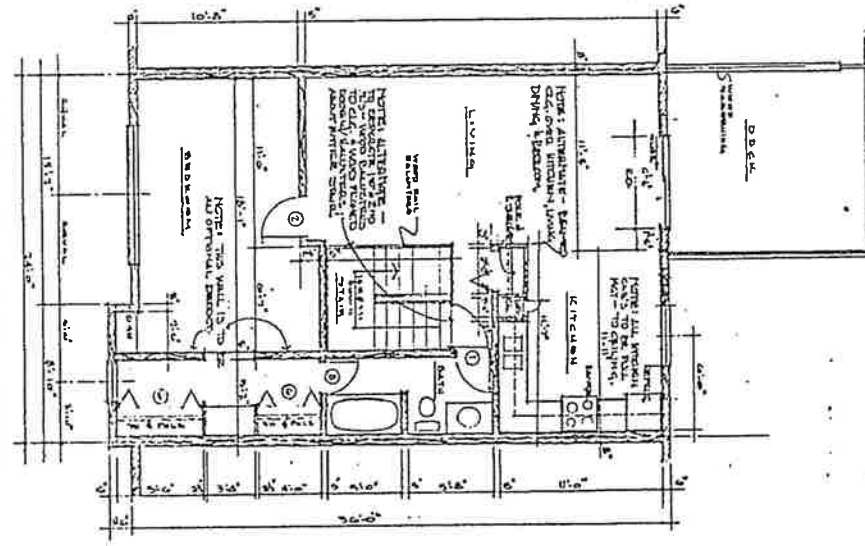
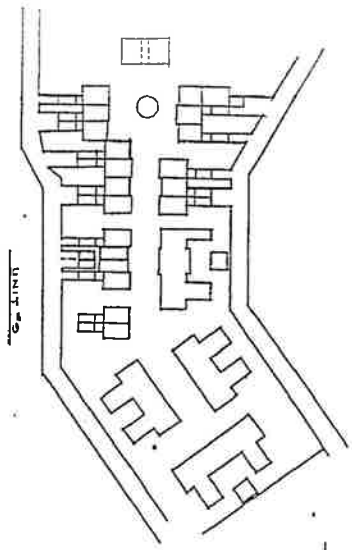
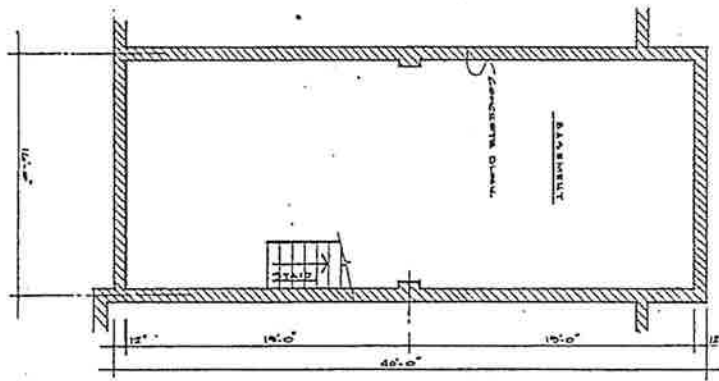


Exhibit "C"

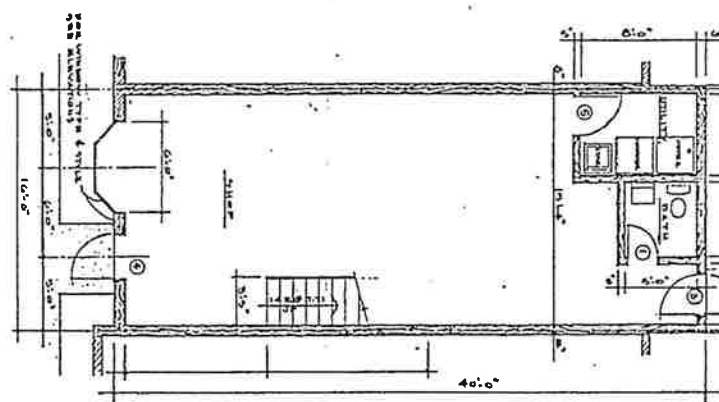
LOCATION PLAN



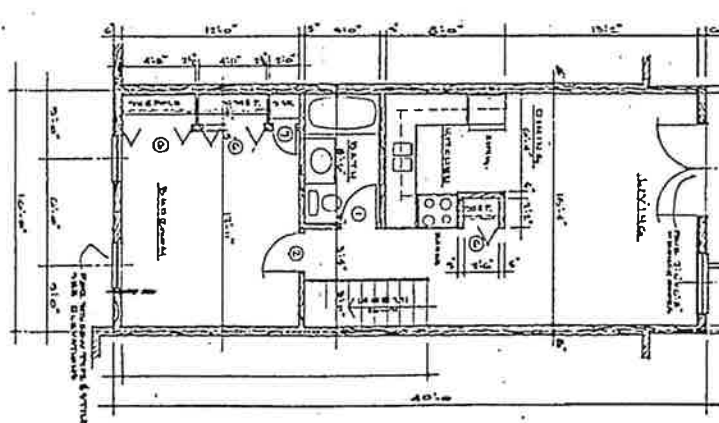
BASEMENT PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



DOOR				ELEVATOR			
NO.	TYPE	LOCATION	SIZE	NO.	TYPE	LOCATION	SIZE
1	SWING	ENTRANCE	8'0" x 7'0"	1	SWING	ENTRANCE	8'0" x 7'0"
2	SWING	ENTRANCE	8'0" x 7'0"	2	SWING	ENTRANCE	8'0" x 7'0"
3	SWING	ENTRANCE	8'0" x 7'0"	3	SWING	ENTRANCE	8'0" x 7'0"
4	SWING	ENTRANCE	8'0" x 7'0"	4	SWING	ENTRANCE	8'0" x 7'0"
5	SWING	ENTRANCE	8'0" x 7'0"	5	SWING	ENTRANCE	8'0" x 7'0"
6	SWING	ENTRANCE	8'0" x 7'0"	6	SWING	ENTRANCE	8'0" x 7'0"
7	SWING	ENTRANCE	8'0" x 7'0"	7	SWING	ENTRANCE	8'0" x 7'0"
8	SWING	ENTRANCE	8'0" x 7'0"	8	SWING	ENTRANCE	8'0" x 7'0"
9	SWING	ENTRANCE	8'0" x 7'0"	9	SWING	ENTRANCE	8'0" x 7'0"
10	SWING	ENTRANCE	8'0" x 7'0"	10	SWING	ENTRANCE	8'0" x 7'0"

Exhibit "C" UNIT "B" - TYPE TWO

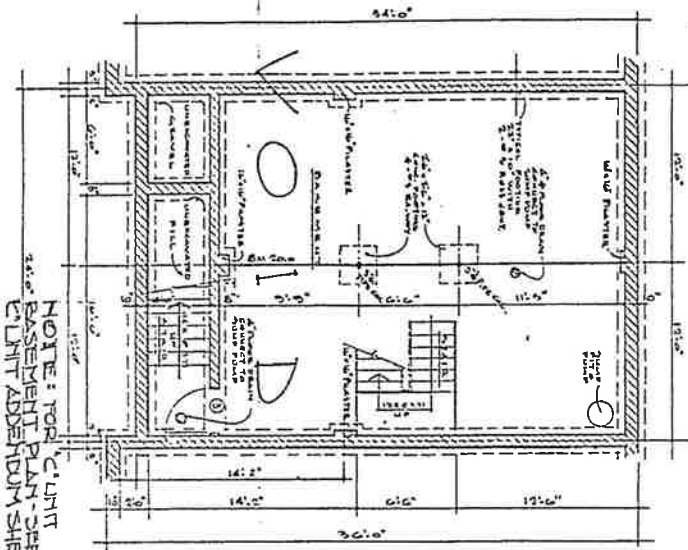
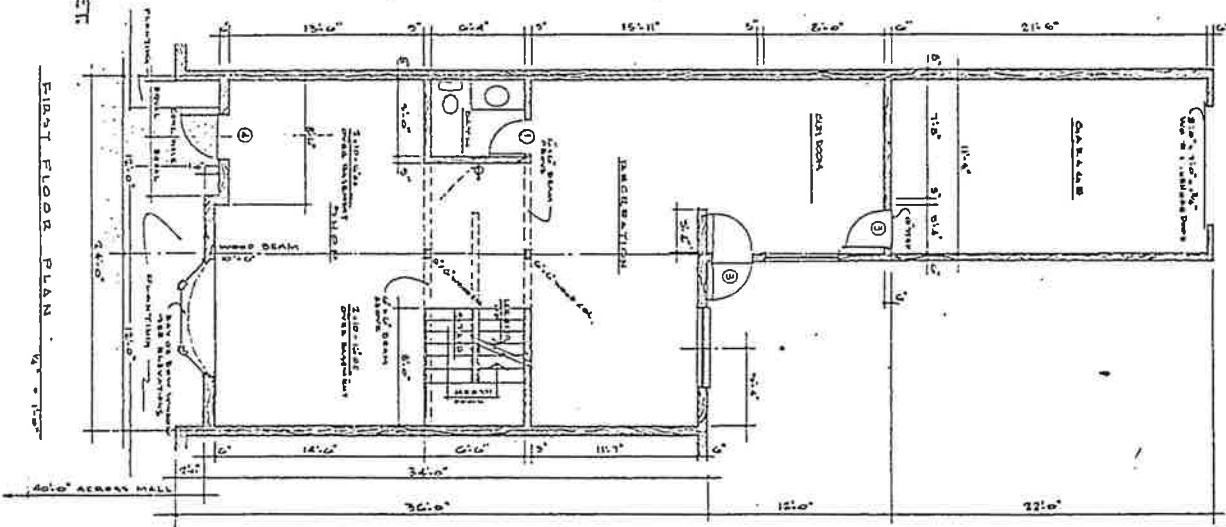
BASINMENT PLAN

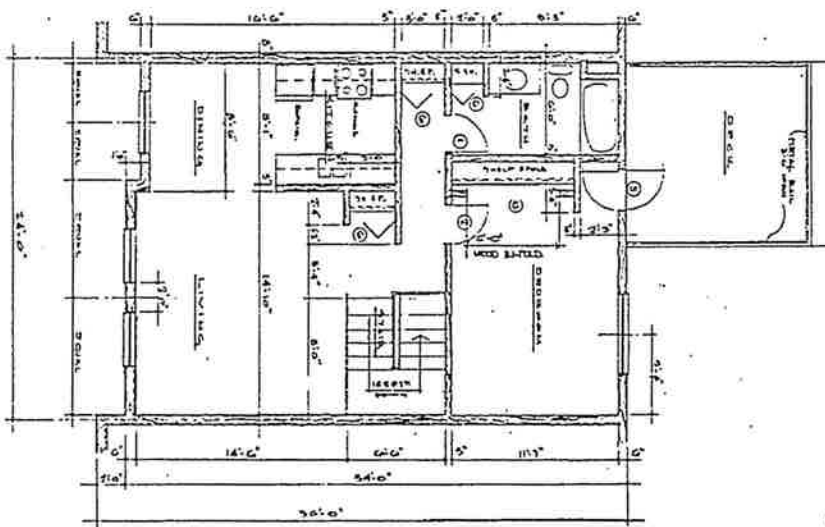
Exhibit "C"

NOTE: FOR C UNIT
BASEMENT PLAN - SEE
C UNIT ADDENDUM SHEET.



FIRST FLOOR PLAN

1941-1942



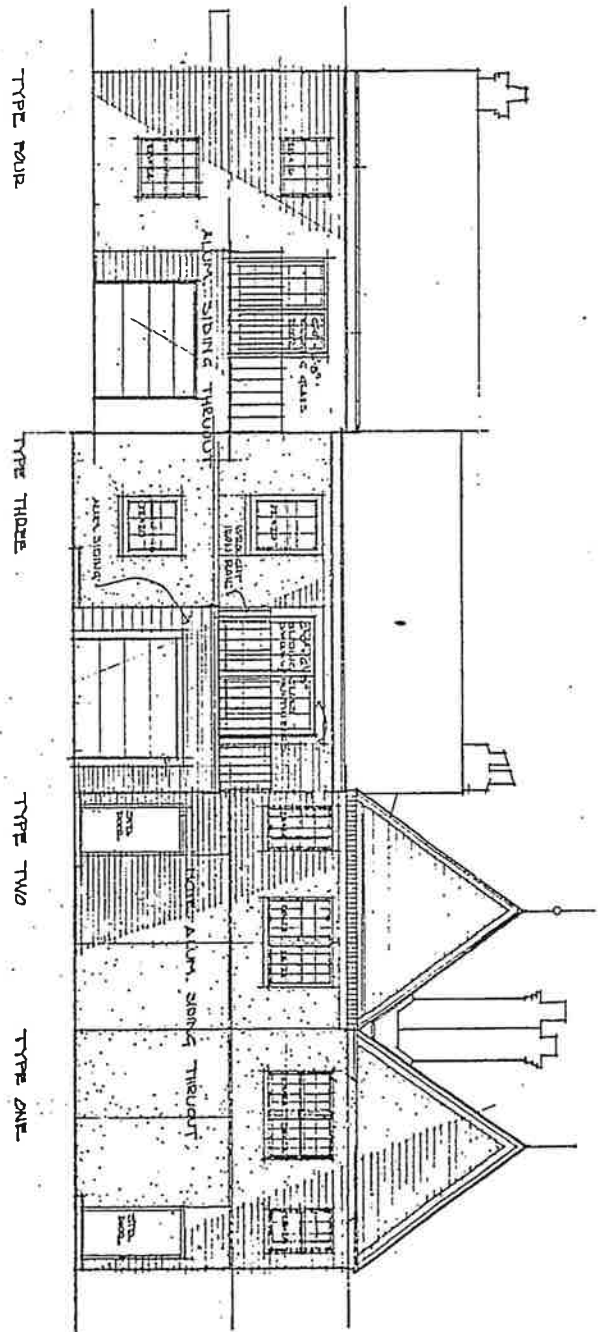
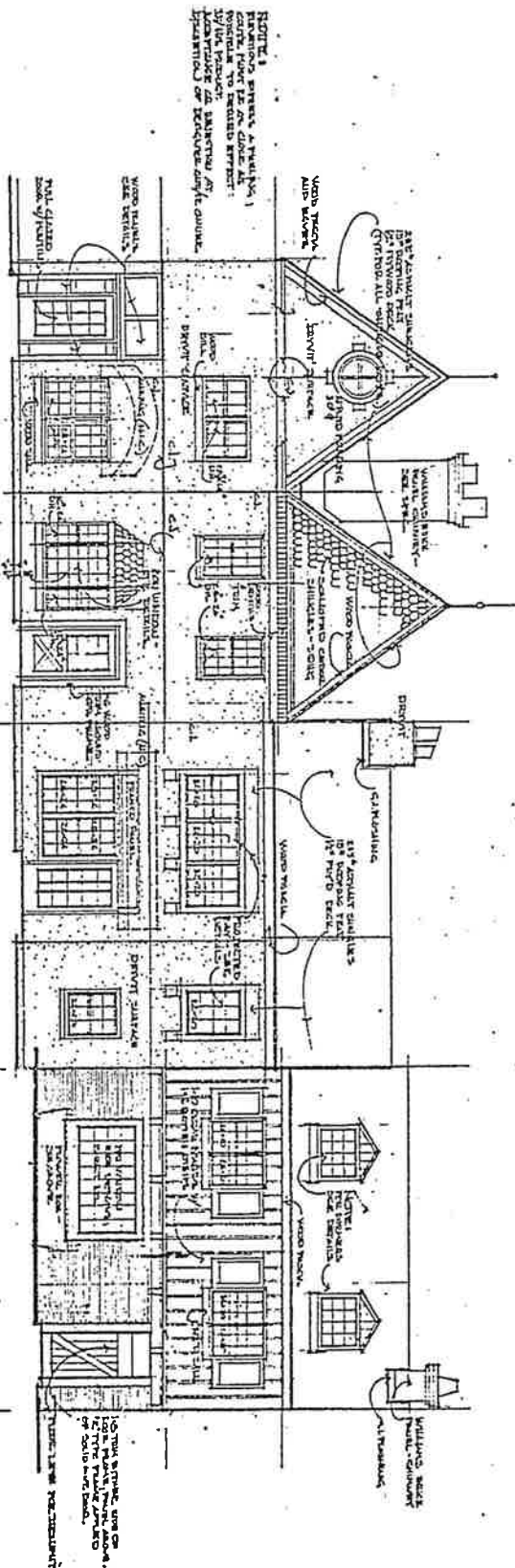
SECOND FLOOR PLAN

1901 - 1902

STONECROFT ... GRAFTON, WISCONSIN
LEZAU CO. (ASSOCIATES)



Exhibit "D"

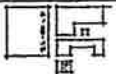


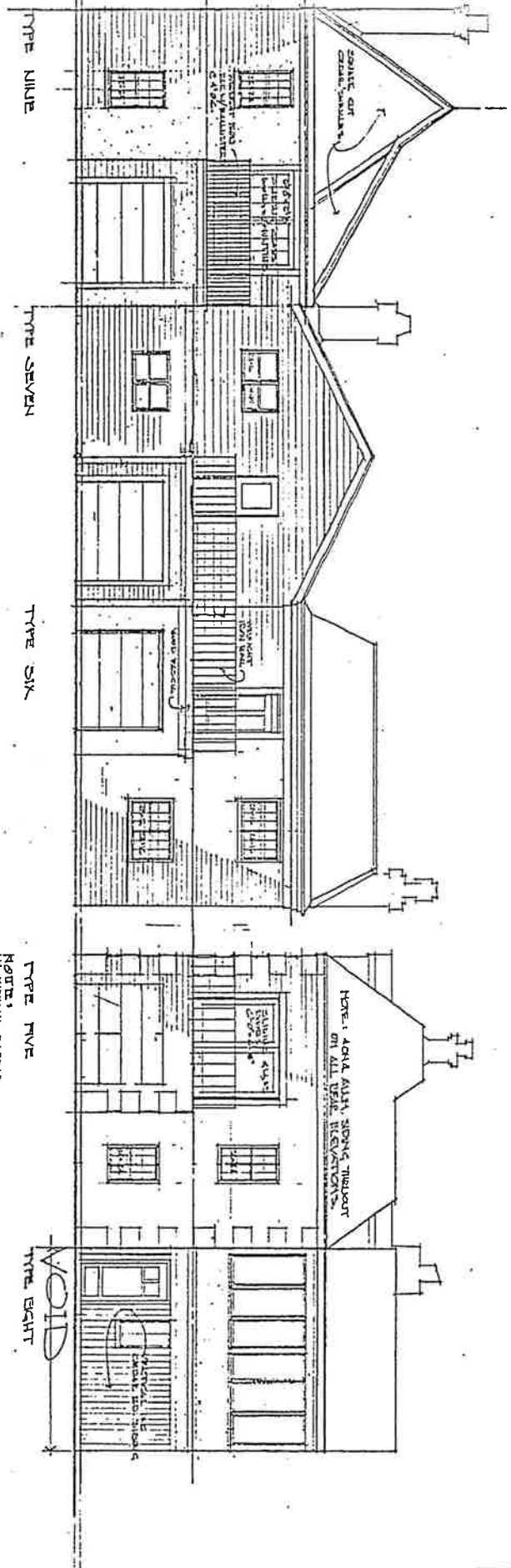
TYPE ONE, PLAN 'B' ... TYPE TWO, PLAN 'B'

TYPE THREE, PLAN 'A'

TYPE FOUR, PLAN 'A'

Exhibit "D"



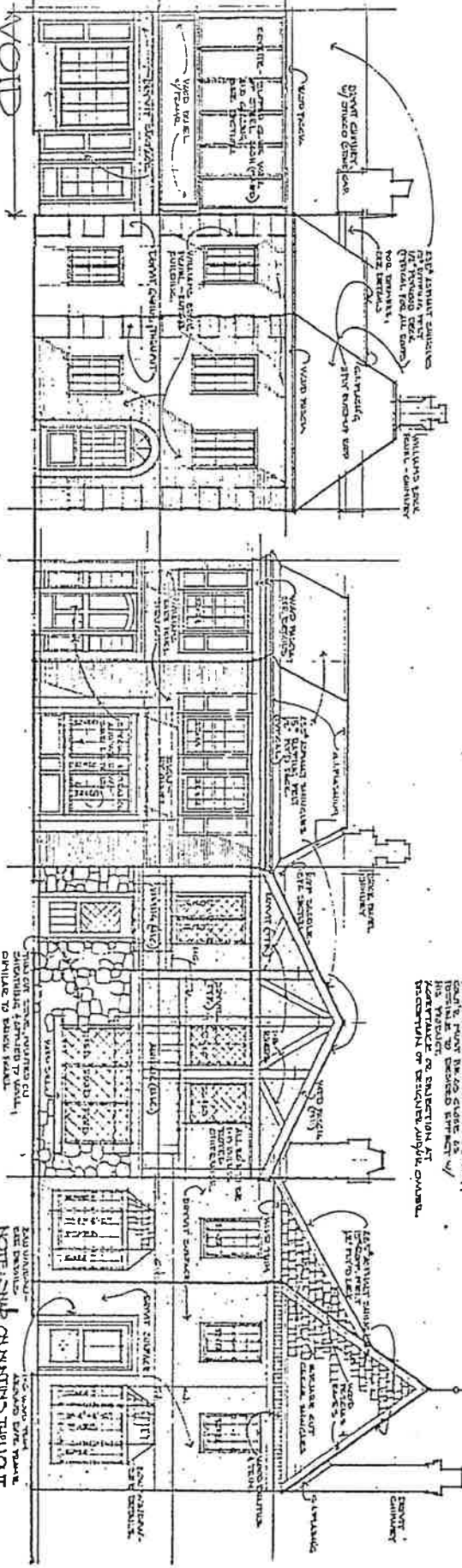


NOTE: ALL ROOFS AS SHOWN ARE TO BE CONSIDERED AS TYPICAL W/POINT ELEVATIONS.

RELEVANT ROOFS & FEELINGS TO BE CONSIDERED AS TYPICAL W/POINT ELEVATIONS.

RELEVANT ROOFS & FEELINGS TO BE CONSIDERED AS TYPICAL W/POINT ELEVATIONS.

RELEVANT ROOFS & FEELINGS TO BE CONSIDERED AS TYPICAL W/POINT ELEVATIONS.



VOID

TYPE EIGHT, PLAN B

TYPE FIVE, PLAN A

TYPE SIX, PLAN C

TYPE SEVEN, PLAN D

TYPE NINE, PLAN E

VOID

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TYPE EIGHT, PLAN B

TYPE FIVE, PLAN A

TYPE SIX, PLAN C

TYPE SEVEN, PLAN D

TYPE NINE, PLAN E

VOID

CORRECTIVE DECLARATION OF CONDOMINIUM
AND PLAN OF DEVELOPMENT
FOR
STONECROFT CONDOMINIUM

This CORRECTIVE DECLARATION, executed as of the
1st day of May, 1974,

WITNESSETH:

WHEREAS, STONECROFT, INC., as Declarant, executed
that certain Declaration of Condominium and Plan of Development
for Stonecroft Condominium dated as of June 15, 1973 (the "Decla-
ration"), which Declaration was recorded on July 3, 1973 in the
Office of the Register of Deeds of Ozaukee County, Wisconsin in
Volume 324 of Records, Pages 518-536 as Document No. 257376; and

WHEREAS, said Declaration contained an error in the
legal description attached thereto as Exhibit A.

NOW, THEREFORE, Declarant does hereby correct said
error by deleting the legal description set forth in said Ex-
hibit A to the Declaration and substituting therefor the fol-
lowing corrective legal description, said Declaration to remain
the same in all other respects:

LEGAL DESCRIPTION: All that part of the Southeast 1/4
and Southwest 1/4's of Section 4, Township 10 North,
Range 22 East, in the Town of Grafton, Ozaukee County,
Wisconsin, bounded and described as follows: Commencing
at the Northeast corner of the Southeast 1/4 of said
Section 4; thence due South along the East 1/4 Section
line 502.23 feet to the centerline of County Trunk "C";
thence S. 17°04'30" W. 158.52 feet along said centerline
to a point; thence continuing along said centerline S.
17°04'30" W. 1052.13 feet to a point; thence N. 89°47'47"
W. 818.97 feet to a point of beginning of the land to be
described; thence continuing N. 89°47'47" W. 1491.73 feet
to a point; thence S. 00°22'45" E. 110.75 feet to a point;
thence N. 89°55'41" W. 2005.82 feet to a point; thence N.
00°20'48" W. 444.23 feet to a point; thence S. 89°53'34"
E. 2005.57 feet to the West line of the Southeast 1/4 of
said Section 4; thence N. 00°22'45" W. along said 1/4
Section line 996.03 feet to a point; thence S. 89°46'00"
E. 1554.87 feet to a point; thence due South 320.00 feet
to a point; thence S. 89°46'00" E. 254.58 feet to a point;
thence S. 17°04'05" W. 1052.54 feet to the point of begin-
ning. Containing 70.00 acres.

IN WITNESS WHEREOF, the said Stonecroft, Inc., the
Declarant herein, has caused this Corrective Declaration to be

AMENDMENT TO DECLARATION OF CONDOMINIUM

The Articles of Condominium located at ^{Volume} ~~Real~~ No. 324, as Document No. 257376, at page 518 to 536 recorded on July 3, 1973 is hereby amended to read as follows: 06-058-(01 THRU 39)-01-000 *
06-058-99-00-000 *

Paragraph 22 shall remain the same with the exception that Fifty (50%) per cent shall replace the Seventy-five (75%) per cent which presently appears.

Dated this 8 day of ^{DECEMBER} ~~November~~, 1990.

This is certified as a proper Amendment adopted by the unit owners of STONECROFT ASSOCIATION, pursuant to the Resolution dated July 7, 1990.

RECORDED

STONECROFT OWNER'S ASSOCIATION

1991 MAR -8 AM 8:30

Ronald H. Murn
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

By: *Siegfried Hausmann*
Siegfried Hausmann, President

By: *Patricia D. Pintar*
, Secretary

STATE OF WISCONSIN)
COUNTY) SS
OZAUKEE COUNTY

Personally came before me this 8th day of ^{DECEMBER} ~~November~~, 1990, the above-named SIEGFRIED HAUSMANN and PATRICIA D. PINTAR, to me know to be the parties who executed the foregoing instrument and acknowledged the same.

Carl F. Schoenfeldt
Notary Public, State of Wisconsin
My Commission _____

THIS INSTRUMENT DRAFTED BY:

Donald J. Murn
Attorney at Law

MURN & MURN, ATTORNEYS
10533 W. NATIONAL AVENUE
SUITE 200
MILWAUKEE, WI 53227-2041

CARL F. SCHOENFELDT
NOTARY PUBLIC, State of Wisconsin
My Commission Expires Feb. 6, 1994
BONDED BY Western Surety



Exhibit B

Stonecroft HOA Property

Units 11, 12, 13, 14, 15, 16, 17, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37 and 38 (all of which are unbuilt), in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2219 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-00-00-004

Exhibit C

Kehoe Property

Unit 1 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2202 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-01-01-000

Exhibit D

Boling Property

Unit 2 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2204 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-02-01-000

Exhibit E

Ophoven Property

Unit 3 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2206 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-03-01-000

Exhibit F

Lynnemark Property

Unit 4 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2208 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-04-01-000

Exhibit G

Gilmore Property

Unit 5 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2210 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-05-01-000

Exhibit H

Voell Property

Unit 6 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2212 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-06-01-000

Exhibit I

Parez Property

Unit 7 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2214 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-07-01-000

Exhibit J

Richardson Property

Unit 8 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2216 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-08-01-000

Exhibit K

Burnside Property

Unit 10 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2220 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-10-01-000

Exhibit L

Fehlman Property

Unit 18 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2201-2203 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-18-01-000

Exhibit M

Stonecroft Inc. Property

Units 19 and 25 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2205 Stonecroft Dr, Grafton, WI 53024 and 2217 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-19-01-000 and 06-058-25-01-000

Exhibit N

Carolyn Ann Properties Property

Units 20 and 23 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2207 Stonecroft Dr, Grafton, WI 53024 and 2213 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-20-01-000 and 06-058-23-01-000

Exhibit O

O'Neill Property

Unit 21 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2209 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-21-01-000

Exhibit P

Bote Property

Unit 22 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2211 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-22-01-000

Exhibit Q

Jandjstone Property

Unit 24 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2215 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-24-01-000

Exhibit R

Adrianson Property

Unit 26 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2219 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-26-01-000

Exhibit S

Pike Property

Unit 27 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2221 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-27-01-000

Exhibit T

Cap 2200 Property

Units 39 and 40 in Stonecroft Condominium(s) created by a "Declaration of Condominium" recorded on July 3, 1973, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. 257376, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Town of Grafton, County of Ozaukee, Wisconsin.

For informational purposes only:

Property Address: 2200 Stonecroft Dr, Grafton, WI 53024

Tax Key Number: 06-058-39-01-000

Exhibit U

Quit Claim Deed - Recorded August 22, 1972 as Document No. 250159

250159

RECORDED

R
En
JE

AUG 22 1 44 PM '72

By This Deed, Sidney Stone and
Shanah Stone, his wife
Grantor
quit-claims to Stonecroft, Inc., a Wisconsin
corporation
Grantee..... for a valuable consideration.....
the following described real estate in Ozaukee County,
State of Wisconsin:

REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.
FEE
77.25(13)
EXEMPT

Attached hereto as Exhibit A, excluding there-
from, however, all those portions of the real
estate other than upon which certain shop-
residential units and commercial buildings will
be constructed. The real estate upon which the
above-described improvements will be constructed
and is thus conveyed by this Quit Claim Deed is
more specifically shown on Exhibit B attached
hereto and hereby made a part hereof.

RETURN TO Ben J. Abroahams
735 N. Water Street
Milwaukee, Wis. 53202
Tax Key #.....
This is not homestead property.

*Exempt Sec. 77.25(13), Wis. Stats.

Executed at Milwaukee, Wisconsin this 21st day of August, 19 72

SIGNED AND SEALED IN PRESENCE OF

Sidney Stone (SEAL)
Sidney Stone
Shanah Stone (SEAL)
Shanah Stone
..... (SEAL)
..... (SEAL)

Signatures of Sidney Stone and Shanah Stone, his wife,

authenticated this 22nd day of August, 19 72

Ben J. Abroahams
Ben J. Abroahams

Title: Member State Bar of Wisconsin or Other Party
Authorized under Sec. 706.06 viz,

STATE OF WISCONSIN } ss.
..... County,

Personally came before me, this..... day of..... 19.....
the above named.....
to me known to be the person..... who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY
Ben J. Abroahams of
Foley & Lardner

The use of witnesses is optional, Notary Public, County, Wis.

My commission (expires) (is)

Names of persons signing in any capacity should be typed or printed below their signatures.

56

That part of the Southeast Quarter (SE $\frac{1}{4}$) and Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Ten (10) North, Range Twenty-two (22) East, in the Town of Grafton, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of said Section 4; thence due South along the East $\frac{1}{4}$ Section line, 502.23 feet to the centerline of County Trunk "C"; thence South 17 degrees 04 minutes 30 seconds West, 1210.65 feet along said centerline to a point; thence North 89 degrees 47 minutes 47 seconds West, 818.97 feet to a point, said point being the point of beginning of the land to be described; thence continuing North 89 degrees 47 minutes 47 seconds West, 1491.73 feet to a point; thence South 00 degrees 32 minutes 45 seconds East, 110.75 feet to a point; thence North 89 degrees 55 minutes 41 seconds West, 2005.82 feet to a point; thence North 00 degrees 20 minutes 48 seconds West, 444.23 feet to a point; thence South 89 degrees 53 minutes 34 seconds East, 2005.57 feet to the West line of the SE $\frac{1}{4}$ of said Section 4; thence North 00 degrees 22 minutes 45 seconds West along said $\frac{1}{4}$ Section line, 996.03 feet to a point; thence South 89 degrees 46 minutes 00 seconds East, 1554.87 feet to a point; thence due South, 520.00 feet to a point; thence South 89 degrees 46 minutes 00 seconds East, 254.58 feet to a point; thence South 17 degrees 04 minutes 05 seconds West 1052.54 feet to the point of beginning.

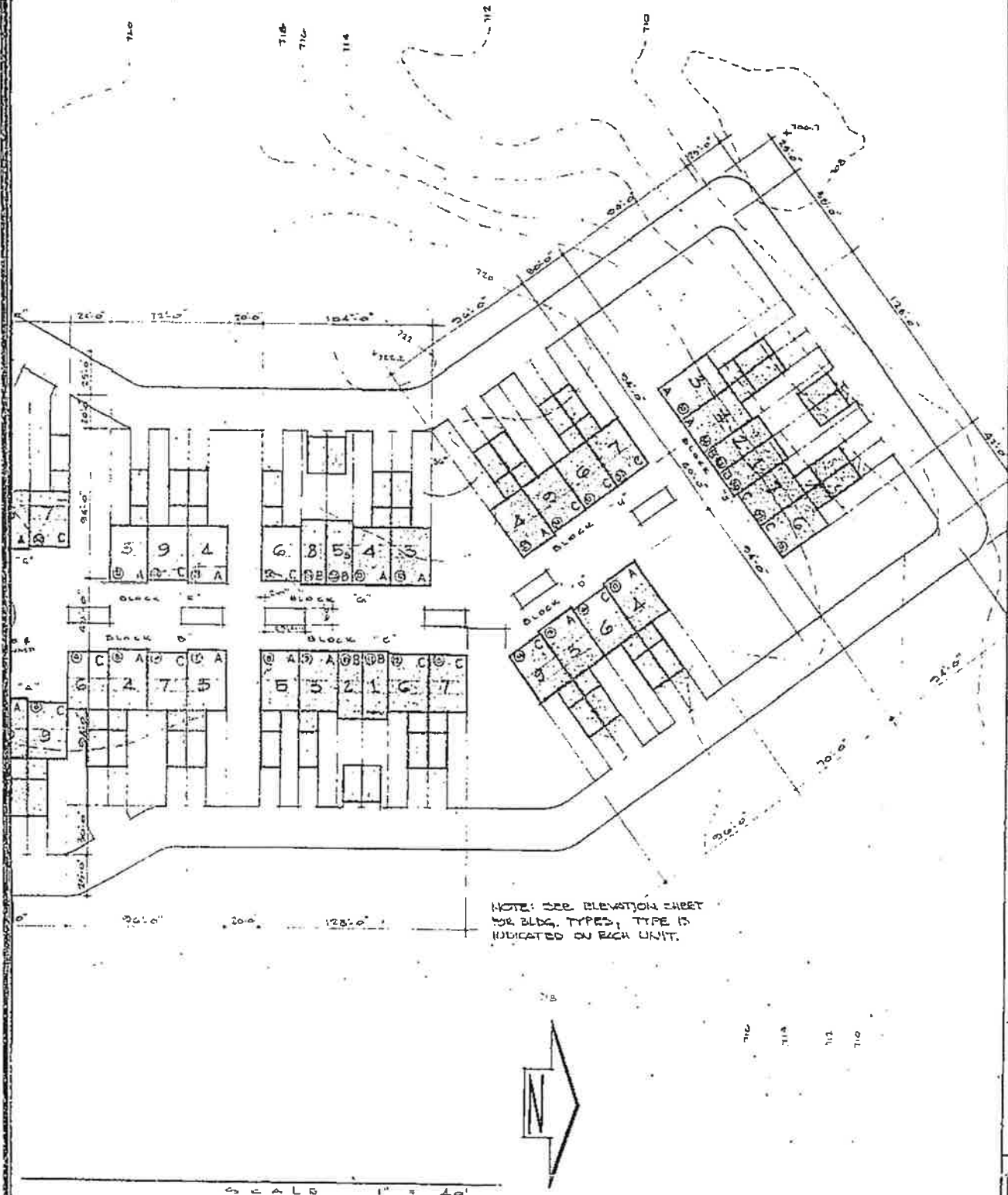


Exhibit V

Memorandum of Ground Lease-

Recorded August 22, 1972 as Document No. 250160

Assignment of Sublease Agreement Vol. 434 Page 985
Assignment of Sublease Agreement Vol. 434 Page 969
Assignment of Sublease Agreement Vol. 434 Page 973
ASSIGNMENT OF LEASES AGREEMENT Vol. 355 Page 106
ASSIGNMENT Vol. 498 P. 552

caused to be executed this Memorandum of Ground Lease under seal as of the day and year first above written.

Sidney Stone (Seal)
Sidney Stone

Shanah G. Stone (Seal)
Shanah G. Stone, his wife

STONECROFT, INC.

By *Shanah G. Stone*
Shanah G. Stone, President

Attest:
John Stone
John Stone, Secretary

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

Personally came before me this 22nd day of August, 1972, the above-named Sidney Stone and Shanah G. Stone, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Benjamin J. Abroahams
Notary Public, Milwaukee County,
State of Wisconsin.
My commission: in permanent

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

Personally came before me this 22nd day of August, 1972, Shanah G. Stone, President, and John Stone, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Benjamin J. Abroahams
Notary Public, Milwaukee County,
State of Wisconsin.
My commission: in permanent

This instrument was drafted by Ben J. Abroahams of Foley & Lardner, 735 North Water Street, Milwaukee, Wisconsin 53202

That part of the Southeast Quarter (SE $\frac{1}{4}$) and Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Ten (10) North, Range Twenty-two (22) East, in the Town of Grafton, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of the SE $\frac{1}{4}$ of said Section 4; thence due South along the East $\frac{1}{2}$ Section line, 502.25 feet to the centerline of County Trunk "C"; thence South 17 degrees 04' minutes 30 seconds West, 1210.65 feet along said centerline to a point; thence North 89 degrees 47 minutes 47 seconds West, 818.97 feet to a point, said point being the point of beginning of the land to be described; thence continuing North 89 degrees 47 minutes 47 seconds West, 1491.73 feet to a point; thence South 00 degrees 22 minutes 45 seconds East, 110.75 feet to a point; thence North 89 degrees 55 minutes 41 seconds West, 2005.82 feet to a point; thence North 00 degrees 20 minutes 48 seconds West, 444.25 feet to a point; thence South 89 degrees 53 minutes 34 seconds East, 2005.57 feet to the West line of the SE $\frac{1}{4}$ of said Section 4; thence North 00 degrees 22 minutes 45 seconds West along said $\frac{1}{2}$ Section line, 996.03 feet to a point; thence South 89 degrees 46 minutes 00 seconds East, 1554.87 feet to a point; thence due South, 320.00 feet to a point; thence South 89 degrees 46 minutes 00 seconds East, 254.58 feet to a point; thence South 17 degrees 04' minutes 05 seconds West 1052.54 feet to the point of beginning; excluding therefrom, however, those

portions of the above-described real estate upon which certain improvements will be constructed. Those portions of the real estate excluded from this lease are more specifically shown on Schedule B attached hereto and hereby made a part hereof.

RECORDED

AUG 22 1 44 PM '72

[Signature]
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

PLOT PLAN BUILDING LOCATIONS

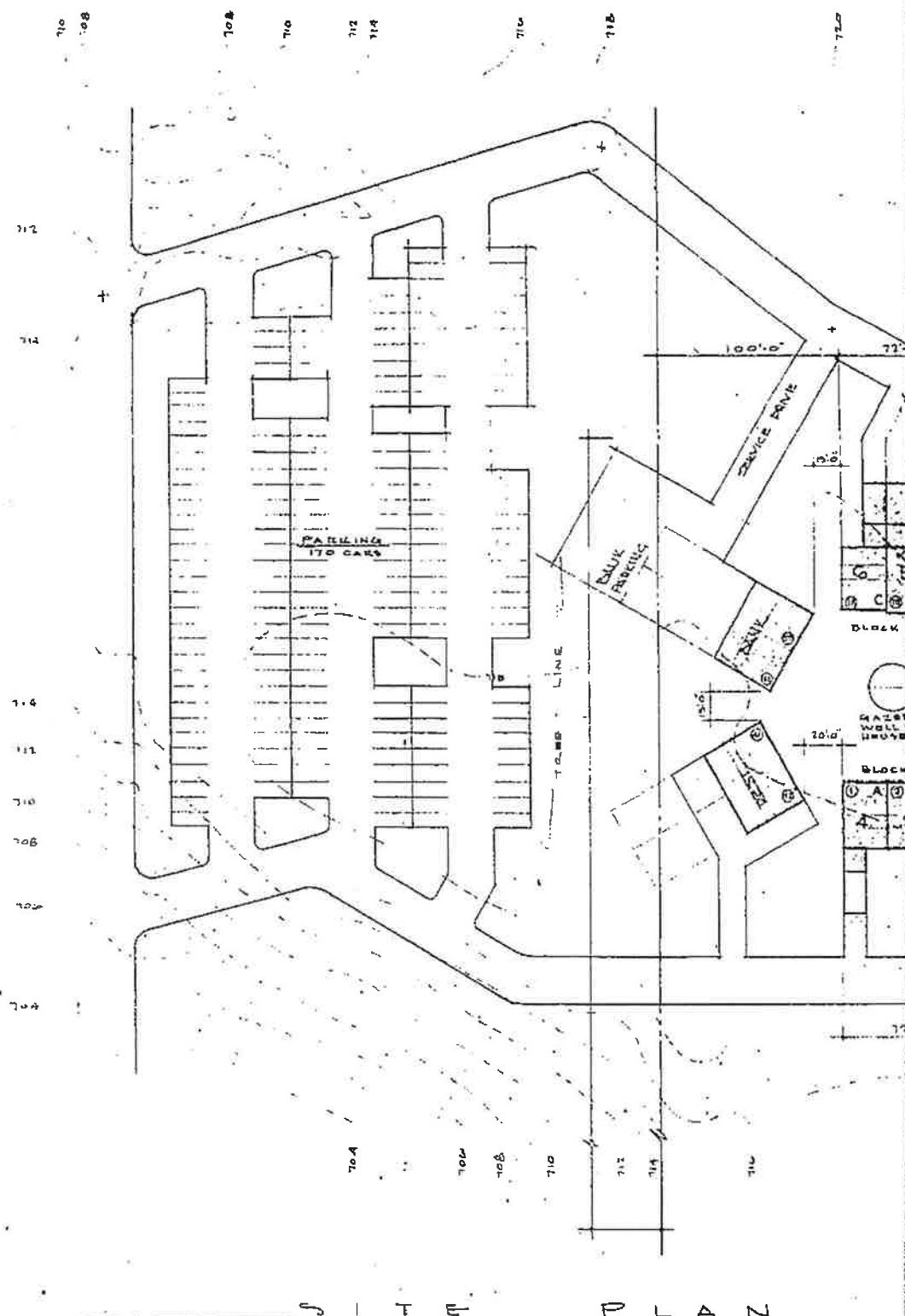
VOL 306 PAGE 387

UNIT NO.
STYLE
DESCRIPTION
PLAN
DESCRIPTION

① ② ③ ④ ⑤ ⑥ ⑦ ⑧ ⑨ ⑩ ⑪ ⑫ ⑬ ⑭ ⑮ ⑯ ⑰ ⑱ ⑲ ⑳ ㉑ ㉒ ㉓ ㉔ ㉕ ㉖ ㉗ ㉘ ㉙ ㉚ ㉛ ㉜ ㉝ ㉞ ㉟ ㊱ ㊲ ㊳ ㊴ ㊵ ㊶ ㊷ ㊸ ㊹ ㊺ ㊻ ㊼ ㊽ ㊾ ㊿

BANK
BANK
RESTAURANT
RESTAURANT

A A C C A A A A B B C C C A C A C A C A C C B B A A C C A A B B C C



S I T E P L A N

STONECROFT GRAFTON, WISCONSIN
LITZAU & ASSOCIATES



Fig. 157 B

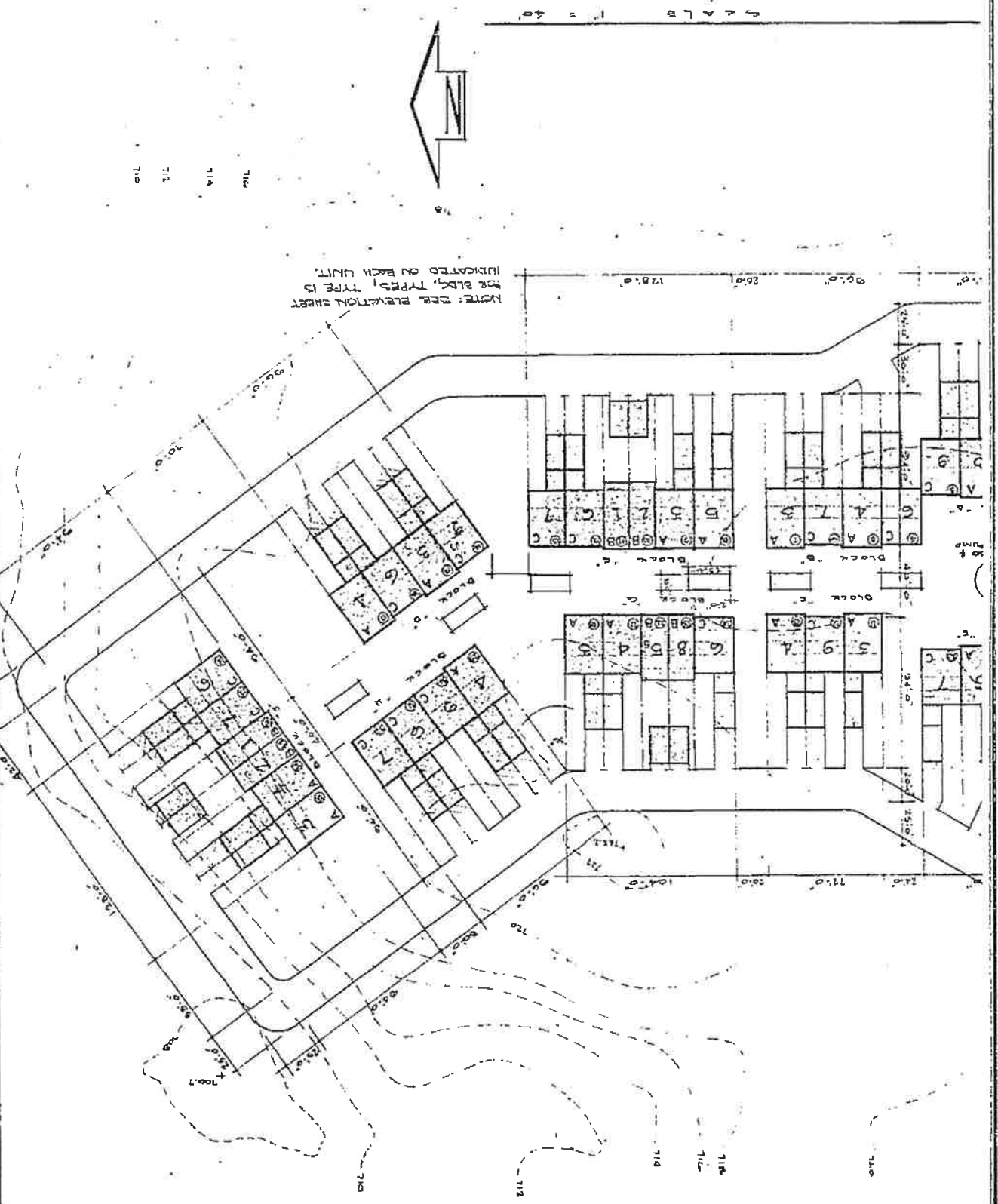


Exhibit W

July 20, 1990 Letter from Attorney Donald C. Lubner

Dear Lessee:

A ground lease for the rental of the land was entered into between yourself and Stonecroft, Inc., in 1972, either by yourself or some predecessor in title. That rental was \$38 per month and it has been kept at that amount ever since.

Now, however, rising costs have escalated to the point where Stonecroft, Inc., can no longer subsidize the rate of rental at that amount, and you are hereby notified the rental will now be \$117.15 in conformity with the lease which allows for adjustment under the Consumer Price Index of the United States Bureau of Labor Statistics for Milwaukee, Wisconsin.

This figure represents what the current rental figure is after having been adjusted in accordance with the index. While this is a substantial increase, we have broken it down year by year to illustrate how the lessor could have, but did not, raise the rent. In practical terms, the lessor bore the ever increasing cost of taxes and did not pass on the increases so that you benefitted all these years. A complete breakdown of how this figure was computed is enclosed for your information.

While the figure of \$117.15 is in line with the CPI, the lessor would also like to present a possible alternative to the increase.

If any tenant or group of tenants would wish to purchase land and own it outright, the lessor would sell on the basis of \$7,500 an acre, which is comparable with adjacent land sales. This is expressly predicated on the interested parties obtaining all necessary town and county planning approvals.

For example, if you wished to do this, you would have to approach the Town Board and ascertain what the lot size requirements would be for your unit. However, it should be mentioned this would both probably be cheaper in the short run and a better investment as well.

The rent increase will be effective October 1, 1990, and it reflects the CPI through June of 1990.

Very truly yours,

Donald C. Lubner
Attorney for the Lessors

Robert Stone
Attorney for Lessors

rf

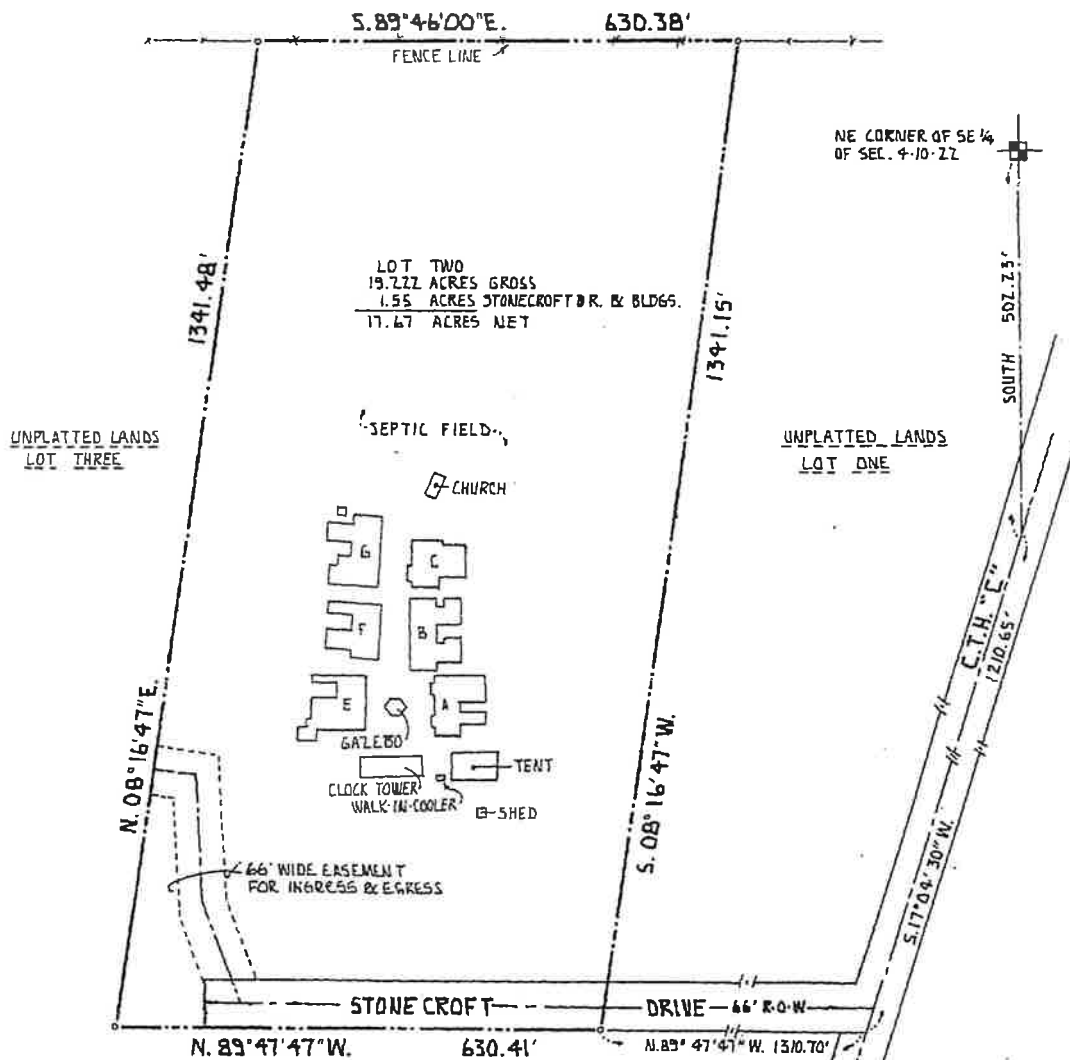
will be to keep the rent at \$38/mo
\$117.15/mo (which is the amount to
pay monthly fee to lessor). This
started the battle over the
land sale to the lessor.

Exhibit X

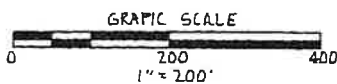
Certified Survey Map No. 2294

OZAUKEE COUNTY CERTIFIED SURVEY MAP NUMBER 2294

DETAIL OF LOT 2



NORTH



• SET 1" X 24" IRON PIPE WEIGHT = 1.13 LB. PER LIN. FT.



This is an Original Print Only
if Seal is Imprinted in Red.

OZAUKEE COUNTY CERTIFIED SURVEY MAP NUMBER 2294

CORPORATE OWNERS CERTIFICATE

STONECROFT INC., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, do hereby certify that we caused the land described on this map to be surveyed, divided and mapped as represented on this map.

IN WITNESS WHEREOF, the said Stonecroft Inc., have caused these presents to be signed by Robert "Bobo" Stone, President and countersigned by Shanah Stone, Vice President at GRAFTON, Wisconsin and their corporate seal to be hereunto affixed this 30 day of JUNE 1991

In the presence of:

Louis L. Prayke
witness

Ronald Prayke
witness

Robert "Bobo" Stone

Robert "Bobo" Stone

Shanah Stone
Shanah Stone

STATE OF WISCONSIN)
OZAUKEE COUNTY) ss

Personally appeared before me this 30th day of June, 1991 the above named Stonecroft Inc., Robert "Bobo" Stone, President and Shanah Stone, Vice President, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Carl F. Schenckel

Notary Public, State of Wisconsin

my commission expires _____

CARL F. SCHENCKEL
NOTARY PUBLIC, State of Wisconsin
My Commission Expires Feb. 6, 1994
BONDED BY Western Surety

PLAN COMMISSION TOWN OF GRAFTON

Approved by the Plan Commission of the Town of Grafton this 2ND day of JULY, 1991

Jack P. Vogler, Chair

TOWN BOARD APPROVAL

Approved by the Town Board of the Town of Grafton in accordance with a resolution adopted on July 10, 1991.

Lester A. Bartel, Jr.
Chairman

Don [Signature]
Clerk



OZAUKEE COUNTY CERTIFIED SURVEY MAP NUMBER 2294

SURVEYORS CERTIFICATE

I, Mark H. Banton, Registered Land Surveyor no. 1691, do hereby certify that under the direction of Stonecroft Inc., President- Robert "Bobo" Stone, Vice President-Shanah Stone that I surveyed, mapped and divided the following described property;

Being a tract of land situated in the southeast one-quarter of Section 4, Township 10 North, Range 22 East, Town of Grafton, Ozaukee County, Wisconsin and being a portion of that Land described on exhibit "A" of the Declaration of Condominium and Plan Development for "STONECROFT CONDOMINIUM" as described in Volume 324, Page 518 and recorded in the office of the Register of Deeds for Ozaukee County July 3rd 1973. Said Tract of Land being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of the Southeast one-quarter of said Section 4; THENCE South 502.23 feet, along the east line of the southeast 1/4 of said Section 4 to a point in the centerline of C.T.H. "C"; THENCE S.17°04'30"W., along said centerline 1210.65 feet; THENCE N.89°47'47"W., 818.97 feet along the south line of Stonecroft Drive to the POINT OF BEGINNING;

THENCE continuing N.89°47'47"W., 1491.73 feet; THENCE S.00°22'45"E., 110.75 feet; THENCE N.89°55'41"W., 2005.82 feet; THENCE N.00°20'48"W., 444.23 feet; THENCE S.89°53'34"E., 2005.57 feet to the west west line of the southeast 1/4 of said section 4; thence N.00°22'45"W., 996.03 feet along said 1/4 section line; THENCE S.89°46'00"E., 1554.87 feet; THENCE south 320.00 feet; THENCE S.89°46'00"E., 254.58 feet; THENCE S.17°04'05"W., 1052.54 feet to the POINT OF BEGINNING EXCEPTING THEREFROM that portion of Stonecroft drive as described in Volume 410 Page 845 and containing 70.00 acres gross, less existing buildings and Stonecroft Drive right-of-way 67.77 acres net.

Together with an easement for ingress and egress whose centerline is described as follows; Commencing at the southwest corner of the above described tract of land; THENCE N.08°16'47"E., 354.00 feet to the centerline of said easement and POINT OF BEGINNING; THENCE S.81°43'13"E., 58.00 feet; THENCE S.02°28'04"E., 181.5 feet; THENCE S.18°16'38"E., 135.00 feet to the centerline of Stonecroft Drive and the terminus of said easement.

That I have surveyed, mapped and divided the above property by the direction of Stonecroft, Inc., President- Robert "Bobo" Stone, Vice-President Shanah Stone, owners of said Land.

That I have complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of Grafton in surveying and mapping the same. Dated this 17th day of June, 1991



Mark H. Banton
Mark H. Banton
Registered Land Surveyor 1691

Exhibit Y

Deed - Recorded September 16, 1991 as Document No. 449860

449860

WARRANTY DEED

VOL 714 PAGE 762

RECORDED

This Deed, made between Stonecroft Inc.

1991 SEP 16 AM 9:20

Grantor,
and Stonecroft Home Owners AssociationREGISTER OF DEEDS
OZAUKEE COUNTY, WI

TRANSFER

\$384.60
FEE

Witnesseth, That the said Grantor, for a valuable consideration.....

conveys to Grantee the following described real estate in Ozaukee
County, State of Wisconsin:RETURN TO
Siegfried Hausmann
6469 N. Sunny Point Lane
Glendale, WI 53217

Tax Parcel No: 06-058-00-00-002

Lot Two (2) of CERTIFIED SURVEY MAP NO. 2294 recorded in the Ozaukee County Registry in Volume 17 of Certified Survey Maps on pages 42-45 inclusive, as Document No. 446690, and being a part of the Southeast 1/4 of Section 4, Township 10 North, Range 22 East, in the Town of Grafton, Ozaukee County, Wisconsin, EXCEPTING THEREFROM Units 1 thru 40 inclusive in Stonecroft Condominium.

This is not homestead property.
(is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And.....
warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except building restrictions and ordinances of record and real estate taxes in the year of closing

and will warrant and defend the same.

Dated this 15th day of September, 1991(SEAL) Robert Stone, President (SEAL)

Robert Stone, President

(SEAL) Shanah Stone (SEAL)

Shanah Stone, Secretary

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Atty. Donald C. Lubner

Saukville, Wisconsin

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Ozaukee County.

ss.

Personally came before me this 15th day of
September, 1991 the above named
Robert Stone, President and
Shanah Stone, Secretary

to me known to be the persons who executed the foregoing instrument and acknowledge the same.

* Donald C. Lubner, Atty.
Notary Public Ozaukee County, Wis.

My Commission is permanent. (If not, state expiration

date:, 19.....)

Exhibit Z

Offer between Stonecroft Inc. and unit owners in Stonecroft Condominium

Offer accepted on September 8, 1991

Grafton, Wisconsin, September 6, 1991

1 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER) (Strike as applicable)

2 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES

3 SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

4

5 The undersigned Buyer, Stonecroft Homeowner's Association

6 hereby offers to purchase the property known as (Street Address) Lot Two (2) Stonecroft Condominium Assn.,

7 in the Town of Grafton, County of Ozaukee, Wisconsin,

8 more particularly described as: Certified Survey Map No. 2294, Lot Two, 19.222 Acres less 1.55 acres

9 for Stonecroft Dr. & Bldgs., 18 1/2 acres net. Lot dimensions are 630.41 x 1341.15 x 630.38

10 x 1341.48. Legal description as per title policy.

11 at the price of \$7,250/acre x 17.67 acres = One Hundred Twenty-eight thousand dollars (\$128,107.50)

12 and on the terms and conditions as follows: one hundred seven and 50/100

13 Earnest money of \$ 0 in the form of _____ tendered with this offer. Additional earnest

14 money of \$ _____ in the form of _____ to be paid within _____ days of acceptance of this offer or

15 _____ and the balance in cash at closing.

16 Failure of Buyer to make earnest money payments as provided voids offer at Seller's option. Earnest money, if held by broker

17 shall be held in selling broker's trust account prior to acceptance of offer and thereafter in listing broker's trust account or until

18 applied to the purchase price at closing or disbursed as provided herein or permitted by law.

19 TIME IS OF THE ESSENCE AS TO: ADDITIONAL EARNEST MONEY PAYMENT, ACCEPTANCE, LEGAL POSSESSION,

20 OCCUPANCY, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER EXCEPT: Earnest Money.

21

22 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION

23 OF THE FOLLOWING:

24 (If this offer is subject to financing, survey, percolation test, specific zoning or use, approval of recorded building and use

25 restrictions and covenants, or any other contingency, it must be stated here. If none, so state.)

26 Seller has provided a Certified Survey Map No. 2294, dated June 30, 1991, signed by

27 Stonecroft, Inc., signed by the Town of Grafton Planning Commission on July 2, 1991, and

28 signed by the Grafton Town Board on July 10, 1991, known as Addendum "A" attached hereto is

29 incorporated herein as if fully set forth.

30

31 Seller shall have a perpetual 66 foot easement for ingress & egress for roadway purposes

32 along the west access road & the use of existing access roads to the easement to allow for

33 the future development of the remaining acreage owned by Stonecroft, Inc. at some later

34 date and seller shall be responsible for their own maintenance of the easement.

35

36 Buyer shall have a perpetual easement to the Stonecroft monument sign located near the

37 juncture of Hwy. C and Stonecroft Dr. and buyer shall be responsible for their own maintenance

38

39 Escrow funds of Stonecroft, Inc. and John Stone in the amount of \$5,034.40 (bal. as of 9/15/91

40 shall be transferred to Stonecroft Homeowner's Assn. at the hour of closing.

41

42 September's land lease fees have been waived by the seller.

43 No proration of taxes will occur since Buyer pays real estate taxes as part of the lease.

44

45 Addendum "B" attached hereto is incorporated herein as if fully set forth for the purpose

46 of Stonecroft Homeowners Assn. owner's signatures.

47 Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent

48 permitted by law, and will perform all acts necessary to expedite such financing.

49 Included in the purchase price are such of the following items as may be on the property on the date of this offer, which will be

50 delivered free and clear of encumbrances: all fixtures; and all garden bulbs, plants, shrubs and trees.

51 ADDITIONAL ITEMS INCLUDED IN THE SALE: Any utilities and water or septic

52 systems and improvements on the property in the land not previously

53 owned by the Association.

54 ITEMS NOT INCLUDED IN THE SALE: None.

55

56

57 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein,

58 free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities,

59 serving the property, recording building and use restrictions and covenants, general taxes levied in the year of closing and

60 None.

61 and Seller shall complete and execute the documents necessary to record the conveyance. (WARNING: Recorded building and use

62 restrictions and covenants can have material impact on the use of or improvements to the property.)

63 This offer is binding upon both parties only if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail

64 or a commercial delivery system, addressed to Buyer at: Stonecroft, Grafton, WI _____ or by personal

65 delivery of the accepted offer to Buyer on or before September 9, 1991. Otherwise, this offer

66 is void and all earnest money shall be promptly returned to Buyer.

67 This transaction is to be closed at the office of Buyer's mortgagee or at the office of Atty. Don Lubner, Stonecroft

68 on or before September 15, 1991, or at such other time and place as may be agreed in writing.

69 Legal possession of property shall be delivered to Buyer on date of closing.

70 It is understood the property is now occupied by Stonecroft Homeowner's Association

71 under (oral lease) (written lease), which terms are known to buyers as the lease.

72

73 Occupancy of land shall be given to Buyer on _____ at hour of closing.

74 If Seller is permitted to occupy property after closing, Seller shall prepay occupancy charge of \$ _____ per day, which

75 (shall) (shall not) be refundable based on actual occupancy.

76 The sum of \$ _____ shall be withheld from the purchase price to be escrowed with _____

77 _____

78 to guarantee delivery of occupancy to Buyer AND FOR NO OTHER PURPOSE, which sum upon Seller's failure to deliver

79 occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date.

(This document is a copy of the original document dated 3/18/91, indicating the property is located in a wetland (State of Wisconsin, applicable).

Seller represents that the property is zoned Commercial/Residential.

Seller warrants and represents to Buyer that Seller has no notice or knowledge of any:

(a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the property.

(b) government agency or court order requiring repair, alteration, or correction of any existing condition.

(c) shoreland or special land use regulations affecting the property.

(d) underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 80 TO 90.

Seller and buyer are aware of the septic tanks on the north end of the property.

The following items shall be prorated as of the day of closing: general taxes, taxes, water and sewer charges, homeowners' association assessments, fuel, and

Any income, taxes or expenses through the day of closing accrue to Seller.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall be on the basis of \$.....N/A..... estimated annual tax.

Special assessments, if any, for work on site actually commenced or levied prior to date of this offer shall be paid by Seller. All other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or homeowners' association assessments are contemplated.)

Seller shall provide to Buyer at Seller's expense at least three (3) business days before closing, Seller's choice of:

1. An abstract of title prepared by an attorney or abstract company, or

2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount of the purchase price upon recording of proper documents;

showing title to the property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condition called for in this offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard title insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title in writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be extended as necessary for this purpose.

If this offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title as required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations of Seller on the underlying indebtedness.

If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held by broker shall be disbursed as follows:

1. To Buyer, unless Seller notifies Buyer and Broker in writing no later than 15 days after the earlier of the Buyer's written demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money as liquidated damages or partial payment for specific performance.

2. To Seller, subject to amounts payable to broker, provided the above notice is given and neither party commences a lawsuit on this matter within 30 days after receipt of the notice.

In making the disbursement, the broker shall follow procedures in Section RL 18.09(4), Wis. Adm. Code.

Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.

Both parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.

If the property is damaged by fire or elements prior to time of closing in an amount which exceeds five per cent of the selling price, this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall be entitled to the insurance proceeds relating to damage to property.

SPECIAL PROVISIONS:

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest.

Buyer's signatures as shown on Addendum "B"

(Buyer)

(Buyer)

Buyer's Social Security No.

Buyer's Social Security No.

THIS OFFER IS HEREBY ACCEPTED THE WARRANTIES AND REPRESENTATIONS MADE

HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES

TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS

AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: September 2, 1991

(Seller)

Offer is rejected (Seller initial):

Seller's Social Security No. L2 39-1169523

Offer is countered (Seller initial):

Seller's Social Security No. L2 39-1169523

This offer was drafted by (Licensee and firm) Atty. Don Lubher.

It was presented to Seller by D.L. September 2, 1991 at 10:30 a.m.

EARNEST MONEY RECEIPT

Broker acknowledges receipt of initial earnest money as per line 13 of the above offer.

19.....

Broker

Property Known As Stonecroft Condominium Assn.		Date of Offer -- September 7, 1991	
Unit 2200	Shana Stone Norbert	Unit 2220	Bernice M. House
Unit 2201	Shana Stone Norbert	Unit 2221	Michael Pike Diane M. Pike
Unit 2202	Shana Stone Norbert	Unit 2219	Constance Schenck
Unit 2204	Shana Stone Norbert	Unit 2217	Shana Stone Norbert
Unit 2206	Laurel K. Kishin Anthony K. Kishin	Unit 2215	Ann F. Kishin Jeffrey K. Kishin
Unit 2208	Shana Stone Michael Stone	Unit 2213	Rita Scholz
Unit 2210	Y. C. A. AS AMENDED 9/2/91	Unit 2211	Ann F. Kishin Richard Johnson
Unit 2212	Harbert K. Wittberg Edna S. Wittberg	Unit 2209	Robert B. Wittberg Barbara J. Wittberg
Unit 2214	Thomas M. Wittberg Patricia A. Wittberg	Unit 2207	James H. Wittberg Darlene Wittberg
Unit 2216	Shana Stone Pat Stone	Unit 2205	Shana Stone Norbert
Unit 2218	Constance Nette	Unit 2203	Richard H. Wittberg Donna L. Wittberg

OPTIONAL USE DATE: 8/1/98 (mandatory use date)

Milwaukee Wis

WB-13 VACANT LAND OFFER TO PURCHASE

1 Grafton, Wisconsin, September 6, 19 91

2 THE BROKER DRAFTING THIS OFFER IS THE AGENT OF (SELLER) (BUYER) (Strike as applicable).

3 IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES
4 SHOULD READ THIS DOCUMENT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING.

5 The undersigned Buyer, Stonecroft Homeowner's Association
6 hereby offers to purchase the property known as (Street Address) Lot Two (2), Stonecroft Condominium Assn.,
7 in the Town of Grafton, County of Ozaukee, Wisconsin,
8 more particularly described as: Certified Survey Map No. 2294, Lot Two, 19.222 Acres less 1.55 acres,
9 for Stonecroft Dr. & Bldgs. is 17.67 acres net, lot dimensions are 630.44 x 104.15 x 630.38
10 x 1341.48. Legal description as per title policy.
11 at the price of \$7,250/acre x 17.67 acres = One Hundred Twenty-eight thousand dollars (\$128,107.50)
12 and on the terms and conditions as follows: one hundred seven and 50/100

13 Earnest money of \$ 0 in the form of _____ tendered with this offer. Additional earnest
14 money of \$ _____ in the form of _____ to be paid within _____ days of acceptance of this offer or

15 failure of Buyer to make earnest money payments as provided voids offer at Seller's option. Earnest money, if held by broker,
16 shall be held in selling broker's trust account prior to acceptance of offer and thereafter in listing broker's trust account or until
17 applied to the purchase price at closing or disbursed as provided herein or permitted by law.

18 TIME IS OF THE ESSENCE AS TO: ADDITIONAL EARNEST MONEY PAYMENT, ACCEPTANCE, LEGAL POSSESSION,
19 OCCUPANCY, DATE OF CLOSING AND AS TO ALL DATES INSERTED IN THIS OFFER EXCEPT: Earnest Money.

20
21 THE BUYER'S OBLIGATION TO CONCLUDE THIS TRANSACTION IS CONDITIONED UPON THE CONSUMMATION
22 OF THE FOLLOWING:

23 (If this offer is subject to financing, survey, percolation test, specific zoning or use, approval of recorded building and use
24 restrictions and covenants, or any other contingency, it must be stated here. If none, so state.)

25 Seller has provided a Certified Survey Map No. 2294, dated June 30, 1991, signed by
26 Stonecroft, Inc., signed by the Town of Grafton Planning Commission on July 2, 1991, and
27 signed by the Grafton Town Board on July 10, 1991, known as Addendum "A" attached hereto is
28 incorporated herein as if fully set forth.

29
30 Seller shall have a perpetual 66 foot easement for ingress & egress for roadway purposes
31 along the west access road & the use of existing access roads to the easement to allow for
32 the future development of the remaining acreage owned by Stonecroft, Inc. at some later
33 date and seller shall be responsible for their own maintenance of the easement.

34 Buyer shall have a perpetual easement to the Stonecroft monument sign located near the
35 juncture of Hwy. 2 and Stonecroft Dr. and buyer shall be responsible for their own maintenance.

36 Escrow funds of Stonecroft, Inc. and John Stone in the amount of \$5,034.40. (bal. as of 9/15/91)
37 shall be transferred to Stonecroft Homeowner's Assn. at the hour of closing.

38
39 September's land lease fees have been waived by the seller.

40 No proration of taxes will occur since Buyer pays real estate taxes as part of the lease.

41
42 Addendum "B" attached hereto is incorporated herein as if fully set forth for the purpose
43 of Stonecroft Homeowners Assn. owner's signatures.

44 Buyer agrees that unless otherwise specified, Buyer will, in good faith, pay all costs of securing any financing to the extent
45 permitted by law, and will perform all acts necessary to expedite such financing.

46 Included in the purchase price are such of the following items as may be on the property on the date of this offer, which will be
47 delivered free and clear of encumbrances: all fixtures; and all garden bulbs, plants, shrubs and trees.

48 ADDITIONAL ITEMS INCLUDED IN THE SALE: None. Any utilities and water or septic
49 systems and improvements on the property in the land not previously
50 owned by the Association.

51 ITEMS NOT INCLUDED IN THE SALE: None

52
53 Seller shall, upon payment of the purchase price, convey the property by warranty deed, or other conveyance provided herein,
54 free and clear of all liens and encumbrances, excepting: municipal and zoning ordinances, recorded easements for public utilities
55 serving the property, recording building and use restrictions and covenants, general taxes levied in the year of closing and

56
57 None, provided none of the foregoing prohibit present use,
58 and Seller shall complete and execute the documents necessary to record the conveyance. (WARNING: Recorded building and use
59 restrictions and covenants can have material impact on the use of or improvements to the property).

60 This offer is binding upon both parties only if a copy of the accepted offer is deposited, postage or fees prepaid, in the U.S. mail

61 each
62 or a commercial delivery system, addressed to Buyer at Stonecroft, Grafton, WI, or by personal
63 delivery of the accepted offer to Buyer on or before September 9, 1991. Otherwise, this offer
64 is void and all earnest money shall be promptly returned to Buyer.

65 This transaction is to be closed at the office of Buyer's mortgagee or at the office of Atty. Don Lubner, Stonecroft
66 on or before September 15, 1991, or at such other time and place as may be agreed in writing.

67 Legal possession of property shall be delivered to Buyer on date of closing.

68 It is understood the property is now occupied by Stonecroft Homeowner's Association
69 under (and lease) (written lease), which terms are: known to buyers as the lease.

70 Occupancy of land shall be given to Buyer on at hour of closing.

71 If Seller is permitted to occupy property after closing, Seller shall prepay occupancy charge of \$ _____ per day, which
72 shall (shall not) be refundable based on actual occupancy.

73 The sum of \$ _____ shall be withheld from the purchase price to be escrowed with

74 to guarantee delivery of occupancy to Buyer AND FOR NO OTHER PURPOSE, which sum upon Seller's failure to deliver
75 occupancy shall be paid to Buyer as liquidated damages or returned to Seller if occupancy is delivered to Buyer on the agreed date.

(a) (Map dated 3/18/91, indicates) ~~(none)~~ (part) (all) of the property is located in a flood plain (Strike as
(b) (Map dated 3/18/91, indicates) ~~(none)~~ (part) (all) of the property is located in a wetland (Strike as

represents that the property is zoned Commercial/Residential.
warrants and represents to Buyer that Seller has no notice or knowledge of any
planned or commenced public improvements which may result in special assessments or otherwise materially affect the
property.

(c) government agency or court order requiring repair, alteration, or correction of any existing condition.
(d) shoreline or special land use regulations affecting the property
(e) underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

EXCEPTIONS TO WARRANTIES AND REPRESENTATIONS STATED IN LINES 80 TO 90.
Seller and buyer are aware of the septic tanks on the north end of the property.

The following items shall be prorated as of the day of closing: general taxes, water, sewer and sewer use charges, homeowners'

association assessments, fire and

any income taxes or expenses through the day of closing accrue to Seller.

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise
on the net general taxes for the preceding year.

CAUTION: If property has not been fully assessed for tax purposes, or reassessment is completed or pending, tax proration shall
be on the basis of \$..... N/A estimated annual tax.

Special assessments, if any, for work on site actually commenced or levied prior to date of this offer shall be paid by Seller. All
other special assessments shall be paid by Buyer. (Caution: Consider a special agreement if area assessments or homeowners'
association assessments are contemplated.)

Seller shall provide to Buyer at Seller's expense at least three (3) business days before closing, Seller's choice of:

1. An abstract of title prepared by an attorney or abstract company; or

2. A commitment from a title insurance company licensed in Wisconsin to issue title insurance in the amount
of the purchase price upon recording of proper documents;

showing title to the property as of a date no more than 15 days before such title proof is provided to Buyer to be in the condition
called for in this offer, and further subject only to liens which will be paid out of the proceeds of the closing and standard title
insurance exceptions or abstract certificate limitations, as appropriate. Buyer shall notify Seller of any valid objection to title in
writing by closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and closing shall be
extended as necessary for this purpose.

If this offer provides for a land contract, prior to execution of the land contract Seller shall provide the same evidence of title as
required above and written proof, at or before execution, that the total underlying indebtedness, if any, is not in excess of the
proposed balance of the land contract, and that the payments on this land contract are sufficient to meet all of the obligations of
Seller on the underlying indebtedness.

If the transaction fails to close and the parties fail to agree on the disposition of earnest money, then earnest money held by
broker shall be disbursed as follows:

1. To Buyer, unless Seller notifies Buyer and Broker in writing no later than 15 days after the earlier of the Buyer's written
demand for return of the earnest money or the date set for closing, that Seller elects to consider the earnest money as
liquidated damages or partial payment for specific performance.

2. To Seller, subject to amounts payable to broker, provided the above notice is given and neither party commences a lawsuit
on this matter within 30 days after receipt of the notice.

In making the disbursement, the broker shall follow procedures in Section RL 18.09(4), Wis. Adm. Code.

Disbursement of earnest money does not determine the legal rights of the parties in relation to this agreement.
Both parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance
with this agreement or present Department of Regulation and Licensing regulations concerning earnest money.

If the property is damaged by fire or elements prior to time of closing in an amount which exceeds five per cent of the selling price,
this contract may be cancelled at option of Buyer. Should Buyer elect to carry out this agreement despite such damage, Buyer shall
be entitled to the insurance proceeds relating to damage to property.

SPECIAL PROVISIONS:

Seller and Buyer agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds
and inures to the benefit of the parties to this agreement and their successors in interest.

Buyer's signatures as shown on Addendum "B"

(Buyer)

(Buyer)

Buyer's Social Security No.

Buyer's Social Security No.

THIS OFFER IS HEREBY ACCEPTED THE WARRANTIES AND REPRESENTATIONS MADE
HEREIN SURVIVE THE CLOSING OF THIS TRANSACTION. THE UNDERSIGNED HEREBY AGREES
TO SELL AND CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS
AS SET FORTH AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Dated: September 8, 1999

Shawna Stone (Seller)

Offer is rejected (Seller initial)

Seller's Social Security No. L2 39-116 9523

Offer is countered (Seller initial)

Amazon Spar (Seller)

Seller's Social Security No. L2 39-116 9523

This offer was drafted by (licensee and firm) ... Atty. Don Lubner

It was presented to Seller by D.L. September 8, 1999 on September 11, 1999 at 10:30 a.m.

EARNEST MONEY RECEIPT

Broker acknowledges receipt of initial earnest money as per line 13 of the above offer.

Broker

Property known AS Stonecroft Condominium Assn.

Date of Offer - September 7, 1991

Unit 2200 Sharon Stone
Woburn St

Unit 2220 Renée M. House

Unit 2201 Sharon Stone
Woburn St

Unit 2221 Michael Pike
Diane M. Pike

Unit 2202 Sharon Stone
Woburn St

Unit 2219 Gregory Schenck

Unit 2204 Sharon Stone
Woburn St

Unit 2217 Sharon Stone
Woburn St

Unit 2206 Laurel Kashum
Anthony Kashum

Unit 2215 James Hargreaves
Gregory Hargreaves

Unit 2208 Sharon Stone
Woburn St

Unit 2213 Rita Schuch

Unit 2210 Y. C. A.
AS AMENDED 9/2/91

Unit 2211 Timothy H. Hargreaves
Sharon Johnson

Unit 2212 Robert K. Withers

Unit 2209 Kathleen Hargreaves

Unit 2214 Edna S. Withers
Thomas M. Withers

Unit 2207 Barbara J. Blasing
James H. Blasing
Darlene Jeni

Unit 2216 Sharon Stone
Woburn St

Unit 2205 Sharon Stone
Woburn St

Unit 2218 Constante Netto

Unit 2203 Richard Hargreaves
Donna Lee Hargreaves

1- Install p
Safety Guidelines
Read and follow all instructions thoroughly, as well as local codes, regulations, and safety precautions. Failure to follow these instructions may result in injury or equipment malfunction.

Exhibit AA

Memorandum - Recorded August 19, 1992 as Document No. 470871

September 15, 1991

MEMORANDUM

This memorandum constitutes a mutual release of the obligation of the Lessor and the Lessees under a lease dated August 21st, 1972, together with all subleases, assignments, and other related rights, wherein the Lessees were homeowners who formed an association known as the Stonecroft Owners Association, which leased approximately 67 acres from Stonecroft, Inc., Lessor, and that said Lease is now mutually terminated as the subject property of said lease has been apportioned and sold to the former lessees.

*Jeffrey Hausmann**Donna Lee Hausmann**Edna S. Wilke**Rita Scholz**Laurel D. Kashner**Anthony Kashner**Madeline Stone**Shirley Stone* Lessor Secretary*Norman Stone* Lessor pres (9 units)*Robert Stone**Michael J. Pike**Diane Pike**Jackie Johnson**Constance Nolte**Charles D. House (executor**for Gertrude M. House)**Eric F. Schoenfeldt**John Stone**Darlene Ziegler**Thomas M. Gulas**Patricia M. Gulas**John A. Stone 2210*

RECORDED

1992 AUG 19 AM 10:10

Ronald H. Voigt
REGISTER OF DEEDS
CHAUKEE COUNTY, WI

CLOSING STATEMENT

Purchase Price	\$128,107.50
Total of units in Condo Assn. =22	
Units owned by Stonecroft, Inc., and the Stone family +9 units	
Total due from non-Stone group. 13 Units	\$75,699.89
Total credit from Stones	<u>52,407.61</u>
Total purchase price	\$128,107.50

No proration of taxes will occur since Buyer pays real estate taxes as part of the lease.

Checks as follows:

1. R.E. Transfer Fee	\$384.60
2. Title Policy	427.00
3. Ozaukee County register of deeds	as necessary
4. Net to seller	\$74,888.29

FUNDS HELD IN ESCROW

Stonecroft Inc., escrow	<i>IAC.</i>	\$5034.30
-------------------------	-------------	-----------

Net due Stonecroft Homeowner's Association		\$74,888.29
--	--	-------------

Stephen Hausman

Donna Lee Hausman

Herbert Wilke

Edna Wilke

Lavelle Kasim

Anthony Kasim

Robert Pike

Michael Pike

Robert Pike (9 units)

Diane Pike

Charles D House (for

Glenn M. House)

Craig Schaepfle

David Ziegler

Thomas M. Pota

Patricia Pota

2210

Exhibit BB

Stonecroft Newsletter - January 1992

STONECROFT NEWSLETTER, January, 1992, Page 2

LAND PURCHASE BIGGEST FEAT IN 1991

In the annals of Stonecroft history, 1991 will stand out as a watershed year of conflict resolution and positive change for the Village. As 1991 board president, Sieg Hausmann, summarized at the December meeting, the biggest accomplishment was the successful resolution of the land issue, which resulted in the purchase of 17.67 acres from Stonecroft, Inc.

For those who are unfamiliar and for posterity, here is a summary. Until this fall, Stonecroft, Inc. leased 67 acres to the home owners for \$38 each per month. The owners also paid the property taxes on the land. The 67 acres had originally been set aside in 1972 for future expansion, which never occurred.

For 18 years Stonecroft, Inc., did not raise its land rental fee. Then in the summer of 1990 it announced that the fee would go up to \$117 per month, or owners could individually purchase land for \$7500 per acre.

Concerned that Stonecroft, Inc. was unfairly imposing the increase on the other owners because it owned 36% of the units, the board sought the services of attorney Murn & Murn. Murn advised that under Wisconsin condominium law, Stonecroft, Inc., as the developer, legally lost its right to vote in 1982. In protest of the board's acceptance of that opinion, the Stones withheld their association dues in an escrow account for nearly an entire year.

After negotiations in early 1991

between Stones and home owner representatives, a mutually agreeable price on the land was determined, experts were called in to downsize the area needed by the Village, the Stones were assured a vote in the revision of the bylaws, and the land was purchased.

Although stressful, this event has forced the important issue of revising the out-dated bylaws, given the association a renewed sense of community ownership and, hopefully, reduced our property taxes while improving the value.

As an owner and board member, I am pleased to have been a part of the successes of 1991 and look forward to the challenges ahead in 1992.

New Faces, New Positions On Board

Although the bylaws call for five or seven members, eight home owners were elected to serve on the 1992 Board of Directors at the annual meeting on Dec. 8. The owners voted to appoint Robert Stone as an alternate to replace Pat Pintar as an active board member after she moves next summer. Following the 20-year tradition, the new board members then voted amongst themselves to determine who would serve in which seats. The only contested position was filled by closed ballot for presidential candidates Diane Pike and Sieg Hausmann. The new board members and their positions are:

Diane Pike, President
Sieg Hausmann, Vice President
Lu Anne Johnson, Treasurer
Laurel Kashinn, Secretary

Bob Blasing, Maintenance Committee Chairman
Pat Pintar/Robert Stone, Beautification Committee Co-Chair
Rita Scholz, Beautification Committee Co-Chair

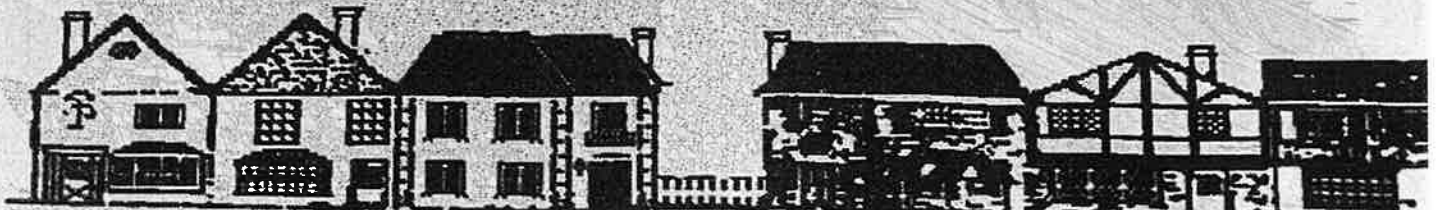
Congratulations and thanks to participants in the annual meeting.

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Editor, Page Layout & Graphics:
 Laurel Kashinn

1992 Stonecroft Board of Directors:

Diane Pike, Pres.....284-3329
 Sieg Hausmann, VP.....352-1745
 Lu Anne Johnson, Treas.....284-6591
 Laurel Kashinn, Sec.....377-1669
 Pat Pintar, Beaut.....377-1181
 Rita Scholz, Beaut.....375-2202
 Robert (Bobo) Stone, Alt....377-3333



VIEW TRANSACTION

Transaction Date	09/25/2024
Account	2173572260 - KBTA CA 101
Transaction Type	Incoming Money Transfer
Credit/Debit	Credit
Amount	\$ 64,513.63
Description	TERRA L. FELTOFILE # 2295652