STONECROFT CONDOMINIUM
DECLARATION OF RESTRICTIONS
And OWNERS ASSOCIATION BY-LAWS

THIS DECLARATION, made as of **June, 1973**, by STONECROFT, INC., a Wisconsin corporation, (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS, the Declarant is the lessee as to a portion of certain real property and is the owner in fee simple as to the remainder of such real property, all of which real property is located in the County of Ozaukee, State of Wisconsin, sometimes hereinafter referred to as the "Project", as hereinafter defined and more particularly described as set forth in Exhibit A attached hereto and hereby incorporated as an integral part of hereof; and

WHEREAS, it is the intention and desire of the Declarant to sublease and convey interests in said real property hereinabove described and to impose mutual beneficial restrictions upon the Project pursuant to a general plan of development and improvement for the benefit of all parcels in the Project ad future subleases thereof;

NOW, THEREFORE, the Declarant hereby declares that the Project is held and shall be held, conveyed, hypothecated, or encumbered, subleased, rented, used, occupied and improved subject to the following limitations, covenants, conditions and restrictions, all of which are declared to be in furtherance of a plan for subdivision, improvement and conveyance of condominiums in a condominium Project and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of said Project and every part and portion thereof. All of said limitations, covenants, conditions and restrictions shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in said Project or any part thereof, whether as sublessees, sole owners, joint owners, lessees, tenants, occupants or otherwise.

ARTICLE I - DEFINITIONS

Definitions used herein shall be construed as set forth in the Unit Ownership Act of the Wisconsin Statutes unless the context otherwise requires, or unless otherwise expressed herein.

1. A "condominium" shall be defined herein to mean an estate in real property consisting of an undivided sub leasehold interest in common in a portion of a parcel of real property, together with a separate fee simple interest in a "unit".

2. "Common area" and "unit" are defined as shown in that certain Declaration of Condominium and Plan of Development ("Declaration of Condominium") recorded in Volume _____ of _____, as Document No. ___ in the Office of the Register of Deeds of Ozaukee County, Wisconsin.

3. The "Project" shall be defined herein to mean the real estate described above, which is to be divided into condominiums, including all structures thereon.

4. An "Owner" shall be defined herein to mean the person, corporation, or partnership, or the assignee or successor in interest owning a condominium.

5. The "Manager" is that person, organization or firm appointed or employed by the Board of Governors, hereinafter designated "Board" at a duly held meeting, or by that unincorporated association of Owners formed at that reported meeting first called for the purpose of organizing the operation and maintenance of the Project, pursuant to Article III herein, or that professional management firm employed or so appointed to manage the affairs of the Project pursuant to and under the terms of this Declaration; provided that prior to such appointment or employment as herein provided, Declarant shall be the Manager.

ARTICLE II – LAND AND IMPROVEMENTS

The real property subject to these covenants, conditions and restrictions is located in the County of Ozaukee, State of Wisconsin, as more particularly described hereinabove.

The units shall be conveyed by warranty deed. Each of the units 1 through 38 is or will be composed of one or more air spaces and appurtenances as separately designated and described as on the hereinabove identified Declaration of Condominium and Plan of Development. The Common Areas of this Project shall be subleased from the Declarant under subleases to the Owners of the condominiums to be conveyed, according to the undivided interest designated in the Declaration of Condominium and in the sublease between the Declaration and the Owner.

The Declarant reserves the right to hold out for rental any units which may have been constructed but not yet conveyed; provided, however, that such units shall be deemed to be completed and occupied for purposes of establishing each Owner's obligation to pay hiss pro rata share of common area maintenance expenses pursuant to Article IV herein.

ARTICLE III – MANAGEMENT AND OPERATION

A. ORGANIZATION

1. Said Project to be known and designated as STONECROFT CONDOMINIUM, shall be organized and operated as a business-residential condominium development. The Owners of said condominium project shall constitute an unincorporated association, subject to provisions of Article X hereinafter, and an organization meeting of subject owners shall be held not later than 21 days following the consummation of the conveyance of at least ten (10) condominiums and in no event later than one year after conveyance of the first condominium in the Project.

   At such organization meeting, the Owners shall elect a Board consisting of five (5) members, each of whom shall be Owners; said Board to enter office and to commence its duties at a time not greater than thirty (30) days after said meeting. Thereafter the Board shall consist of that number of members equivalent to the number so elected at the organization meeting. Until the first Board assumes office, the rights, duties, and functions of the Board shall be exercised by the Declarant herein. The powers and duties of such Board shall be as set forth herein and, in such By-Laws, or Regulations as shall be adopted not in conflict with this Declaration by the Owners at the organization meeting or any subsequent meeting.

   After the first election of the Board, Declarant shall execute, acknowledge, and record an affidavit in the office of the Register of Deeds of the County of Ozaukee, Wisconsin, stating the names of all the persons elected to membership on the Board. Thereafter, any

two (2) persons who are designated to record as being members of the most recent Board (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the current Board. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein constitute all of the incumbent members of the Board and shall be conclusive evidence thereof in favor of all persons who rely therein in good faith.

2. The Board shall conduct its organization meeting as above provided after the organization meeting of the Owners, and shall at such time elect its officers from its members and shall designated any officers, persons, organizations or firms, which shall execute the powers and be charged with and shall perform the duties of Manager for the Project. The presence of three members of the Board at a duly designated meeting of the Board shall constitute a quorum for the transaction of business, and where a Board vote is necessary on an item of business, the vote of a majority of the Board shall be required for its passage.

3. The Board shall be the governing body of the Project and shall elect a Chairman, Vice-Chairman, Secretary and Treasurer, and in the absence of any other appointment the Chairman may be appointed to act as Manager.

B. MEETINGS

1. Notice. Declarant shall give current Owners not less than seven (7) days notice of the organization meeting of Owners referred to hereinabove, thereafter the Board shall give the then current Owners written notice of any annual or special meeting, provided that in no event shall less than seven (7) days notice be given. Notices of meetings shall designate the date, time and place of the meeting, and shall be signed by a majority of the Board, or by the Owners having one-third (1/3) of the total votes as hereinafter described; except that a special meeting of Owners may be called at the instance of twenty per cent (20%) of the Owners.

2. Annual Meetings. There shall be an annual meeting of the Owners on or before thirty (30) days prior to the end of each calendar year at 7:00 p.m. in the unit of the Chairman of the Board, the office of the Manager, or the Stonecroft Village Hall. At said meeting the Owners shall elect a Board for the forthcoming year as provided hereinabove, each member of which shall be an Owner and shall serve for such period and until his successor is duly elected. At each annual meeting of the Owners the Board or a designated representative thereof shall furnish to each Owner a financial statement showing the income and disbursements by the Board for the twelve-month period immediately preceding said meeting; and the Board or its Manager, within 130 days following the close of each calendar year, shall cause a complete and detailed independent financial report and audit of its accounts to be prepared and completed, and within thirty (30) days of said completion a copy of said report shall be delivered to each Owner.

3. Special Meetings**.** Special meetings of the Owners may be called at any time as provided in subparagraph B(1) of this Article for the purpose of considering matters which, by the terms of this Declaration require the approval of all or some of the Owners or for any other reasonable purpose and, in the case of a special meeting, the general nature of the business to be transacted shall also be designated in the notice of the meeting.

4. Voting. Owners are entitled to only one vote for each condominium. At any meeting, annual or special, Declarant shall be deemed to be the Owner of any and all of the thirty-eight (38) condominiums contemplated hereunder, which have not yet been conveyed, and shall be entitled to a number of votes equal to the product of four (4) votes for each such condominium multiplied by the number of members of the Board to be elected. Where the Owner of a condominium is a corporation or partnership, the nominee of such entity shall have the voting rights of said entity and shall be eligible to be a member of the Board. Every Owner entitled to vote at any election of the Board may cumulate his votes and give one candidate a number of votes equal to the number of members of the Board to be elected multiplied by the number of votes to which such Owner is otherwise entitled; or he may distribute his votes on the same principle among as many candidates as he thinks fit. The candidate receiving the highest number of votes up to the number of members of the Board to be elected, shall be deemed elected. If any member ceases to be an Owner, his membership on the Board shall thereupon terminate. Any member may resign at any time by giving at least thirty (30) days written notice to the Manager or the other members of the Board.

   At all meetings of the Owners, a majority of Owners present and entitled to vote (unless a different percentage is provided otherwise in this instrument), either in person or by proxy. Shall be sufficient for the passage of any motion or the adoption of any resolution, except that in the following matters the vote of at least seventy-five per cent (75%) of the Owners entitled to vote, either in person or by proxy shall be required for passage.

   a. Repeal or amendment of these covenants, conditions and restrictions or any By-laws or Regulations previously adopted;

   b. Recall of any officer or Board member;

   c. Any other non-delegated matter set forth herein as expressly requiring a seventy-five per cent (75%) vote by the Owners;

   The Board shall have no authority to act on matters set forth above as a, b and c.

   The presence in person or by proxy of individual Owners holding in excess of fifty per cent (50%) of the voting power shall constitute a quorum for the transaction of business at any annual or special meeting.

C. GENERAL DUTIES AND POWERS of the Board:

1. The Board shall have authority to employ the services of a person, organization, or firm to manage its affairs as its "Manager" to the extent determined by the Board, as well as such other personnel as the Board may from time to time determine to be necessary for the proper administration and operation of the Common Area, whether such personnel are appointed directly by the Board or are furnished by the Manager. Any delegation of duties, powers or functions to such Manager by the Board shall be revocable upon notice by the Board.

2. The Board at its first meeting shall obtain a Fidelity Bond naming as principals therein the persons elected to the Board, the Manager, if any, and such other persons as may be designated by the Board as such and naming the Owners, as obliges, for the subsequent twelve-month period in an amount equal to the estimated cash requirement for management and maintenance for that period, and for each twelve-

month period thereafter in an amount equal to the total sum collected through the maintenance fund, hereinafter described, during the twelve-month period immediately preceding. Should any member elected to the Board, or any person designated to be covered by the Fidelity Bond, be not eligible to be bonded at the applicable rates thereof, such person or persons shall be replaced by persons eligible to be so bonded.

3. The Board or its Manager is hereby authorized to file or defend, on behalf of the Owners, any action at law or equity which in its opinion is in the best interest of the Owners.

4. In general, the Board or its appointed or employed Manager shall have authority to conduct all business affairs of common interest to all Owners, including the contracting for such labor, materials, supplies and services as may be reasonably necessary or required to maintain the Project; to assess and collect a monthly maintenance charge (determined in the manner hereinafter provided or any reasonable method adopted by the Board for assessing each condominium Owner as to its pro rata share) to meet authorized expenditures and to provide adequate reserve for replacement of portions of the Common Area where such is needed in the discretion of the Board or its Manager, payment of insurance, taxes, special assessments (not separately assessed to each Owner), which are or would become a lien against the entire Project or Common Area, utilities, repairs, trash, sewage, and garbage removal, janitor services, gardening services, legal services, and accounting services, such other proper charges against the Owners for the Common Area which may arise, as distinguished from charges incurred by individual Owners for their respective units.

5. The Board or its Manager is hereby vested with the full responsibility and authority to designate and control the assignment or reassignment of any vacant lockers constructed and located within the Common Area.

6. The Manager shall be present at each regular and each special meeting of the Board or Owners and shall serve until his successor is appointed or employed, or until his resignation or removal, or if said Manager is an individual, until his death or his being judicially declared incompetent, or if said Manager is a professional management firm, until termination of its contract, removal or dissolution, insolvency or bankruptcy. In the event of a vacancy in the office of Manager, a special meeting of Owners shall be called within twenty (20) days of any notice thereof as hereinabove provided, to the Board and to each member thereof, and a new Manager shall be appointed as employed thereat.

ARTICLE IV – MAINTENANCE FUND

Maintenance charges for the subsequent twelve-month period will be based upon projected maintenance expenses for said period as determined by the Board at its annual meeting. Said expenses will be divided into twelve (12) equal installments, which shall, on the first day of each month, become a debt of each individual Owner in a sum in direct relationship to the whole, as is shown by said individual Owner's percentage interest of sub leasehold ownership in the Common Area of the Project.

The Declarant shall be assessed as Owner of each condominium which has been constructed until it is conveyed.

1. The maintenance charges collected each month shall be deposited in a "Special Maintenance Fund". The assessment of maintenance charges shall commence on the date of recording of the deed or the delivery of possession of a condominium to its Owner(s), whichever shall first occur and each Owner shall be obligated to pay to the Board, or such officer or Manager designated by said Board, such annual maintenance charge as may be set by the Declarant and thereafter at its first meeting, by the Board, payable in equal monthly installments, in advance, on the first day of each month, commencing on the first day of the month following the recording of the sub leasehold conveyance to said Owner, or the granting of possession to said Owner of said condominium, whichever event shall first occur. The amount of such maintenance charges may be increased, but it may not be decreased without the approval of the holders of Mortgages, which represent greater than one-half (1/2) of the value of the total of then existing encumbrances on said Project, and by vote of a majority of the Owners of such condominiums entitled to vote. Said monthly maintenance charge shall in no event be increased unless and until the balance in said maintenance fund shall be determined to be insufficient to meet known current obligations and reasonably foreseeable obligations, and shall in no event be increased beyond the extent necessary to provide sufficient funds for such current expenses and reasonably foreseeable future expenses. Similarly, the amount of said maintenance charges shall in no event be decreased to such a point as to create a deficit in the balance in said maintenance fund which will leave therein an amount insufficient to pay known current expenses and reasonably foreseeable future expenses. Said maintenance charges shall be used by the Board or its Manager to pay the expenses referred to in Article III above. In addition to such expenses, the Board or its Manager shall have the right and the obligation for the maintenance of the "Common Area" and the Owners of individual condominiums shall, by the acceptance of their deeds and subleases thereto, be deemed to delegate to the Board or its Manager the power and authority to maintain said Common Area for the benefit of each and all of said Owners including the power, after reasonable notice, to enter into any unit when reasonably necessary, in the discretion of the Board or its Manager, to protect the Common Area or preserve the appearance and value of the Project in connection with maintenance or construction for which the management body is responsible.

   Concurrently, with the closing of the sale of and delivery of the deed and sublease to the first condominium, Declarant shall likewise deposit each month in said "Special Maintenance Fund" a maintenance charge as above determined for each remaining completed but as yet unsold condominium. Said fund shall be used to defray those costs of maintenance established and determined to exist as above provided at the time of sale of the first condominium. Within thirty (30) days following the election of the Board, Declarant will transfer to the Board, on a pro rata basis as determined from the sums already contributed to said fund by the Owners (including Declarant), those unexpended sums then remaining in said fund.

2. Declarant shall take such action as may be reasonably necessary to obtain a separate real property tax assessment as to each condominium. If any taxes or assessments may, in the opinion of the Board, be a lien on the entire Project or any part of the Common Area, they shall be paid by the Board or its Manager and shall be assessed by the Board or its Manager to the Owner of the condominium liable therefor. Each Owner shall be obligated to pay the taxes or assessments assessed by the County

Assessor or other Public Authority with such power, against said Owner's condominium, personal property, or other interest in the Project. Each Owner shall be obligated to pay an assessment by the Board or its Manager in proportion to his interest in the Common Area for the portion of any assessments or taxes assessed by the County Assessor or other Public Authority making assessment against the entire Project or any part of said Common Area; such payment to be made to the Board or its Manager, as assessed by them. Such assessment may be enforced in the manner provided herein.

At such time as there is a separate tax assessment to an Owner, the monthly assessment shall cease as to such pro rata amount of whatever item is so assessed and was previously included in the monthly maintenance fund charge.

In the event any holder of a mortgage (for purposes of this Article to include any bank, insurance company, savings and loan association or other lending institution) requires the payment of that portion of the monthly assessment for taxes and insurance to be impounded for the payment of taxes or insurance, the receipt of such payment verified by the holder of such mortgage shall be sufficient evidence of payment of that portion of the monthly assessment otherwise owing by such condominium Owner.

A copy of each and every assessment showing an itemized breakdown of the basis of the assessments, shall be immediately furnished to any Mortgage upon written request of such Mortgagee.

3. In the event the Board or its Manager fails to properly make an assessment for any items, such as taxes, insurance, street bonds, or any other lien imposed by a Public Authority, which would be a lien on the real property being the security for any loan, then the Mortgagee, after written notice to the Board and its Manager requiring such assessment to be made, and the failure of said Board or its Manager to act in compliance therewith within ten (10) days from the date of said notice, said Mortgagee may make a determination of the amount of such assessment and require impounds from the monthly assessments of the respective Owners for the payment of any such assessment. The determination of such Mortgagee will be binding on the Board and its Manager, and on the individual Owners involved and named therein.

4. Nothing in this Declaration shall be construed a ratification by any Mortgagee of the sufficiency of any monthly assessment for items covered thereby, so as to limit said Mortgagee from requiring additional impounds in its sole discretion.

5. Each Owner does hereby waive, to the extent of any liens created pursuant to Articles IV, V or VI hereof, the benefit of any homestead or exemption laws of the State of Wisconsin in effect at the time any installment of maintenance charges becomes delinquent, or any lien is imposed pursuant to the terms hereof.

6. No Owner may exempt himself from liability for his specified contribution to the maintenance fund by any waiver of the use or enjoyment of the Common Area, or by the abandonment of his individual dwelling parcel.

7. It is further understood and agreed that any association of Owners provided for herein is not for the purpose of profit of any kind or character; that no profits or

assets are to be distributed to or for the benefit of any member, and that all funds collected pursuant to this Article shall be expended for the purposes designated herein.

ARTICLE V – DEFAULT

1. Each monthly assessment and each special assessment shall be separate and distinct and shall constitute personal debts and obligations of the Owner against whom the same are assessed. The amount of any assessment, whether regular or special, assessed to the Owner of any condominium, plus any other charges thereon, such as interest at the then current legal rate in the State of Wisconsin, costs and attorney's fees shall become a lien upon such condominium upon recordation by the Board or its Manager of a notice of assessment. Al notices of satisfaction, or release of lien, and any recordation or enforcement proceedings pertaining thereto shall be governed by and be made as directed and pursuant to provisions of the laws of the State of Wisconsin. A certificate executed and acknowledged by a majority of the Board stating the indebtedness secured by the lien upon any condominium created hereunder shall be conclusive upon the Board and the Owners as to the amount of such indebtedness on the date of the certificate in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Fifteen Dollars ($15).

2. Each unit Owner shall be further governed by and shall comply with the terms of this Declaration and Rules and Regulations adopted pursuant hereto as they may be amended from time to time. Failure to comply with any of the terms of this Declaration or Rules or Regulations adopted pursuant hereto, shall constitute a default and shall be grounds for relief which may include, without limiting the same, legal proceedings in an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Board or its Manager or subject to section 3 hereinbelow, by an aggrieved Owner.

3. Any Owner, not at the time in default hereunder, or any member of the Board or its Manager, who shall be deemed to be acting on behalf of all Owners, shall be entitled to bring an action for damages against any defaulting Owner and, in addition, may enjoin any violation of this Declaration; or any Rule or Regulation duly adopted by the Board or the Owners, or to institute any other appropriate legal or equitable action that may be deemed necessary.

   In any Court proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

4. All Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, licensees, agents, or lessees, to the extent that such expense is not met by the proceeds of insurance carried by the Board or its Manager. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a residence or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

5. The failure of the Board or its Manager or of an Owner to enforce any right, provision, covenant or condition which may be set forth in this Declaration shall not constitute a waiver of the right of the Board or its Manager or Owner to later enforce such right, provision, covenant or condition.

ARTICLE VI – PROTECTION OF LENDERS

Notwithstanding all other provisions hereof:

1. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien as provided for in Article V, or the pursuit of any other remedy hereunder shall defeat or render invalid the lien of any recorded mortgage made in good faith and for value, upon the right, title or interest of a portion of the percentage of interest of any Owner or grantee in said property; but all of said covenants, conditions and restrictions shall be subject and subordinate to the lien of each such mortgage; provided, however, each and all provisions, conditions, covenants, restrictions and limitations hereof shall be binding upon and effective as to any subsequent breaches occurring subsequent to foreclosure.

2. No amendment of this paragraph shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

ARTICLE VII – SALE, ENCUMBRANCE, PARTITION

1. No owner shall be entitled to sell, convey, sublease, or encumber his undivided fractional interest in the tract, except in conjunction with an assignment of his sublease or encumbrance of his individual unit. Any attempted or purported action in violation of this covenant shall be void and of no effect. Any subsequent purchaser of an Owner's condominium unit shall be required to assume such Owner's outstanding sublease by executing an assumption agreement, the assignment of which shall be executed by the Sublessee and the consent to the assignment shall be executed by the Sublessor provided the Assignee has otherwise been approved in accordance with all the provisions of the Declaration of Restrictions and Owners Association By-Laws of Stonecroft Condominium.

2. No Owner may sell, transfer, lease or in any manner effectuate a conveyance of his unit without the prior written consent of the Board. Such restriction on the transfer of units is deemed desirable in order to protect the concept behind Stonecroft Condominium and to maintain a community of congenial residents who are financially responsible. Should an Owner desire to sell his unit in Stonecroft Condominium, the following procedure must be followed:

    a) The Owner must provide the Board with written notice of intent to sell, which notice sets forth the name and address of the prospective buyer, the purchase price together with such other reasonable information as may be requested by the Board. The Owner may also include a demand that the Board furnish a purchaser if it does not approve the proposed buyer. Written approval or disapproval by the Board must be given within thirty (30) days after receipt of notice.

    b) In the event the Board disapproves a transfer of ownership of a unit, it must deliver to the Owner within thirty (30) days from the date of disapproval an agreement to purchase the unit, which is signed by a buyer approved by the Board. In such event

the Owner must sell his unit to such approved buyer upon such reasonable terms as are agreed upon between the Owner and said approved buyer. In the event said parties are unable to agree upon the purchase price, the Owner and the Board shall each choose an independent, qualified appraiser and the average of said appraisals shall conclusively be deemed to be the purchase price.

c) If the Board fails to provide a buyer as aforesaid, or if a buyer approved by the Board defaults in his agreement to purchase, the Board shall then be deemed to have given approval to the original transfer of ownership and must forthwith provide the Owner with its written approval.

3. The individual air spaces, which make up the condominium unit of an Owner, shall not be severable one from the other for conveyance, encumbrance, or for other purposes, and any transfer or conveyance, voluntary or involuntary, of any portion of units 1 through 38 shall convey the entire unit whether or not expressly stated in the conveyance or this instrument pertaining thereto; however, a condominium unit may be owned by two or more co-tenants in common or as joint tenants and nothing herein shall be deemed to prevent a judicial partition as between such co-tenants where otherwise allowed by law.

4. By the acceptance of his deed and sublease, each Owner shall be deemed to covenant for himself and for his heirs, personal representatives, successors and assigns, that he will not institute legal proceedings to effect judicial partition of his interest in said Project property, provided, however, an action for partition may be brought by one or more of the Owners of the condominium Project were tenants-in-common of the entire Project in the same proportion as their interests in the Common Area appear of record; provided, however, that a partition shall be made only upon the showing that:

a) Three years after damage or destruction to the Project, which rendered a material part thereof unfit for its use prior thereto, the Project has not been rebuilt or repaired substantially to its state prior to its damage or destruction; or that

b) Three-fourths (3/4) or more of the Project has been destroyed or substantially damaged and Owners holding in aggregate more than a fifty per cent (50%) interest in the "Common Area" are opposed to the repair or restoration of the Project; or that

c) The Project has been (a) in existence in excess of 50 years, (b) it is obsolete and uneconomical, and (c) the condominium Owners holding in aggregate more than fifty per cent (50%) interest in the "Common Area" are opposed to repair or restoration of the Project; or that

d) In the event that an action for condemnation is proposed or commenced by any governmental body having the right of eminent domain, the following provisions shall apply:

(i) If such action, or proposed action, is for the condemnation of the entire Project, upon the unanimous consent of all the Owners and the Declarant, its successor or assign, the Project may be sold to such government body prior to judgment and the proceeds of such sale shall be distributed to the Owners, the Declarant and the lenders, as their respective interest shall appear, based upon each Owner's interest and the Declarant's interest in the Common Area.

Lacking such unanimous consent, compensation for the taking shall be distributed in like manner, unless said judgment shall, by its terms, apportion such compensation among the individual condominium Owners and the Declarant.

(ii) If such action, or proposed action, is for the condemnation of only a portion of the Project, the compensation for the taking shall be distributed to the Declarant, as its interest may appear, and to the Owners whose condominiums are taken as provided in subparagraph (1) above; provided, however, that upon the vote of at least seventy-five per cent (75%) of the Owners whose units are not taken, the remainder of the Project may be partitioned.

(iii) In the event that less than seventy-five per cent (75%) of the Owners whose units are not taken shall vote affirmatively to partition as provided hereinabove, the remainder of the Project shall continue to be operated as a condominium Project and a revised map of the Project shall be prepared and recorded, showing the elimination of the units and portions of the Project which are taken.

ARTICLE VIII – CONSTRUCTION, IMPROVEMENTS, RECONSTRUCTION

1. Damage or Destruction of Condominiums. In the event of damage or destruction by fire or other casualty affecting a condominium, the Board or its Manager shall cause the reconstruction thereof to commence as soon as reasonably possible and substantially in accordance with the original plans and specifications therefor; provided, that said condominium or condominiums shall be restored in order that the exterior appearances thereof substantially resemble their appearance in form and in color prior to such damage and destruction. Notwithstanding the foregoing, however, any Owner or Owners of any such damaged condominium may request permission from the Board to have his condominium reconstructed or repaired in accordance with new or changed plans and specifications. The Board shall grant such requests only in the event that the proposed change or deviation will materially benefit and enhance the entire Project in a manner generally consistent with the plan of development thereof. The Board approval or disapproval as required herein shall be in writing. In the event the Board fails to approve or disapprove within sixty (60) days after appropriate plans and specifications have been submitted to it, or in any event, if no suit to enjoin such work of repair or restoration has been commenced before completion, approval will be deemed given and compliance with the terms of this paragraph conclusively presumed.

   In the event of damage or destruction affecting two or more condominiums any controversy between the Owners of such damaged condominiums concerning their respective rights and obligations hereunder shall be submitted to the Board and the Board's determination shall be binding upon the said Owners.

2. No labor performed or services or materials furnished in the event of destruction, improvement, or otherwise for any purpose with the consent of or at the request of any Owner, his agent, contractors or subcontractors, shall be the basis for the filing of any lien against the condominium Ownership of any other Owner or against any part thereof, or against any other property of any other condominium Owner, unless such other Owner has expressly consented to or requested the performance of such labor or furnishing of such materials or services, except that such express consent shall be

deemed given in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Common Areas if duly authorized by the Board or its Manager shall be deemed to be performed or furnished with the express consent of each condominium Owner; but the Owner of any condominium may remove his condominium from a lien against two or more condominiums or any part thereof by payment to the holder of the lien of the fraction of the total sum secured by such lien which is attributable to his condominium.

3. Repair or Reconstruction after Damage and Destruction Affecting the Common Area. If any portion of the Common Area is damaged or destroyed by fire or other casualty, then, and in such event;

   a) If:
      (i) The available insurance proceeds initially offered or paid by the insurer do not exceed the sum of One Thousand no/100 Dollars ($1,000.00) such insurance proceeds shall be paid to the Manager, or if none, to the Board; and

      (ii) The cost of repairing or rebuilding does not exceed the amount of available proceeds, the Manager or Board shall thereupon contract to repair or rebuild the damaged portions of the Common Area substantially in accordance with the original plans and specifications therefor. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board or its Manager shall levy a special assessment upon all Owners, in proportion to the interest of each Owner in the Common Area in order to make up any such deficiency;

   b) If subparagraph a) is inapplicable, then:

      (i) All insurance proceeds shall be paid to an insurance trustee, to be held for the benefit of the Owners and their Mortgagees as their respective interest shall appear. The Board is authorized to enter on behalf of the Owners into such agreement, consistent with these restrictions, with such insurance trustee, relating to its receipt and disbursement of funds for rebuilding or repair.

      (ii) The Board or its Manager shall obtain firm bids (including an obligation to obtain a performance bond) from two or more responsible contractors in accordance with its original plans and specifications and shall, as soon as possible thereafter, call a special meeting of the Owners to consider such bids. If the Board or Manager fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain such bids, and call and conduct such meeting as herein provided. At such meeting the Owners may be a majority vote elect to reject all of such bids. Failure to thus reject all of such bids shall authorize the Board or its Manager to accept the bid it considers most favorable.

      (iii) If all such original bids are rejected, the Board or its Manager may prepare and present to the Owners various alternative plans for repair and reconstruction, each plan to embody such changes and deviations from the original plans and specifications as the Board shall deem necessary or desirable. Any deviations from the original plans and specifications must be first approved in writing by the first Mortgagees. Before presenting any such plan to the Owners, however, the Board or its Manager hall obtain firm bids

(including an obligation to obtain a performance bond) from two or more responsible contractors to perform the work of repair or reconstruction in accordance with each such plan. Such bids shall be considered as soon as possible after they have been obtained. The Owners may, by a majority vote, elect to reject all of such bids, or elect to reject all of such bids involving a total cost exceeding the amount of available insurance proceeds by more than Ten Thousand no/100 Dollars ($10,000.00). Failure to thus reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

(iv) If a bid is to be accepted, the Board or its Manager shall levy a special assessment in proportion to the interest of each Owner in the Common Area to make up any deficiency between the total insurance proceeds and the total cost for such repair and rebuilding, and such assessment and all insurance proceeds whether or not subject to liens of mortgages, shall be paid to said insurance trustee to be used for such rebuilding. If any Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board or its Manager shall make up the deficiency by payment from the maintenance fund. Upon payment, the Board or its Manager shall let the contract to the successful bidder.

(v) If no such bid is accepted within six months after the date such damage or destruction occurs, then the Board shall use the said insurance proceeds to demolish and remove all damaged or destroyed structures from the Common Area and level and landscape the sites thereof. In the event the remainder of the proceeds are not required to perform this work, the excess not so required shall be distributed to the Owners (and the Mortgagees of the Owners as their interest may appear) in proportion to their interest in the Common Area. In the event the insurance proceeds are not sufficient to accomplish such demolition and removal and site finishing, then the Board or its Manager shall levy a special assessment in proportion to the interest of each Owner in the Common Area to make up the deficiency.

(vi) All special assessments made pursuant to the terms of this paragraph may be enforced in the manner provided in Article V hereof.

4. In the event of the seventy-five per cent (75%) or greater destruction of the improvements on said real property, the Owners, by the required vote set forth hereinabove, shall likewise have the power to determine whether said improveme3nts shall not be rebuilt.

5. In the event of a determination by the Owners not to rebuild, and a majority of the Owners so vote, the Board shall be and act for all Owners as their agent coupled with an interest and authority to offer the real property for sale, to sell said property at the highest and best price obtainable, either in its damaged condition, or after the damaged structures have been razed, and to receive and distribute the proceeds thereof. The net proceeds of such sale and the proceeds of insurance carried by the Owners as a whole on said premises, shall be first applied toward paying in full any balance remaining on any first mortgages of record, and then applied toward payment of any remaining encumbrances in order of their recorded priority, the balance shall be distributed to the

Declarant, its successor or assign and the individual Owners as their respective interests appear at the time of such distribution.

ARTICLE IX - INSURANCE

1. Fire and Casualty. A policy or policies of fire and casualty insurance, with extended coverage endorsement, for the full insurable replacement cost from time to time of the Project shall be purchased and maintained (or such other fire and casualty insurance as the Board or its Manager shall determine gives substantially equal or greater protection) by the Board or its Manager from an insurer designated by the Board as the insurer for the Project. Such policy or policies shall insure the Board, its Manager, the Owners and any Mortgagees as their respective interests may appear, against loss due to fire and other casualty customarily insured against by homeowners, which policy or policies shall provide for separate protection for each condominium, in the full insurable replacement cost thereof, and shall provide a separate loss payable endorsement in favor of any or all Mortgagees thereof. Any insurance proceeds payable by reason of damage or destruction shall be paid to an insurance trustee designated by the Board for the benefit of the Owner or Owners of condominiums damaged or destroyed and their Mortgagees as their respective interests may appear. If the available insurance proceeds initially offered or paid by the insurer are less than the amount necessary to complete the work of repair or restoration required hereunder, then the Board shall levy a special assessment against the condominium Ownership of such Owner(s) for the additional sum so required. Said additional sums so required shall be assessed before repair and under an appropriate agreement providing for proportionate disbursement as the work progresses. For the purposes of its functions under this paragraph, the Board is the agent, coupled with an interest, of all the Owners.

2. Liability. A policy or policies shall be purchased and maintained by the Board or its Manager from an insurer designated by the Board as the insurer for the Project insuring the Board or its Manager, and each and every Owner against any liability to the public, to other Owners, to the Board and its Manager and to any invitees or tenants or licensees in the Project, arising out of the use of a condominium or the Common Area by the Board or its Manager, any Owner or Owners or its, his or their invitees, licensees, tenants and members of the public. The liability under such policy or policies shall not be less than Two Hundred Fifty Thousand no/100 Dollars ($250,000.00) for any one person injured, One Million no/100 Dollars ($1,000,000.00) for property damage (such limits to be reviewed annually by the Board or its Manager and increased or decreased in its discretion) payable to the Board, in trust for the Owners as their respective interest may appear.

3. Special Insurance Provisions. To the extent possible, any policy of insurance purchased pursuant to paragraph 1 hereinabove shall contain a provision protecting against any reductions in the amount of the proceeds payable as a result of any other fire, casualty, liability or similar insurance carried by any Owner upon his unit or other property in or about his unit and waiving any rights of subrogation to claims any Owner or the Board or its Manager may have against any other Owner or Owners or the Board or its Manager arising out of any damage, destruction or injury covered by such policy or policies.

4. Workmen's Compensation. The Board shall purchase and maintain Workmen's Compensation insurance to the extent that the same shall be required by law for employees of the Association.

5. Fidelity Bonds. The Board may also purchase and maintain a fidelity bond in the event management is employed by the Association of Owners or the Board.

6. Insurance. Prior to the conveyance of the first unit in the Project, the Board, or the Declarant herein in the event the Board has not yet been elected or formed, shall give at least three insurance companies desiring to insure the Project as provided herein an opportunity to fix a premium for such insurance, and shall designate the responsible company submitting the lowest premium as the insurer for the Project. The initial premium for such insurance shall be apportioned in accordance with the procedures set forth in Article IV hereof for the apportionment of assessments, and the amount so determined shall thereafter be shown as an incidental expense and included in the purchase price for each unit. All subsequent charges for insurance purchased by the Board hereunder shall be similarly apportioned and assessed to the Owners either by special assessment or as part of an annual assessment hereunder. Bi-annually commencing in 1974, or at any time upon written request of a majority of the Owners, the Board or its Manager will obtain new bids from insurance companies upon premiums for the insurance purchased hereunder, following which the Board shall redesignate the insurer for the Project. Thereafter, following expiration or cancellation, as the case may be, of existing policies, new policies shall be obtained from the new insurer for the Project.

ARTICLE X – RULES, REGULATIONS, AMENDMENTS

1. The Owners have the right, but not the obligation to adopt reasonable Rules and Regulations applicable to the administration of the Common Area, upon the vote or written consent of Owners representing seventy-five per cent (75%) of the voting power at a duly held meeting and may amend said Rules and Regulations, not in conflict with this declaration; said Rules and Regulations shall be limited in application to the administration of the Common Area and may limit the use thereof to Owners or their respective families, guests, invitees and servants; provided, however, that any such Rules and Regulations or Amendments thereto adopted or promulgated do not restrict, interfere with, or impede the use of the Common Area by other unit Owners.

2. Each and all of the provisions hereof may be modified, amended, added to, or deleted from, by a further declaration or agreement in writing properly executed and acknowledged by not less than seventy-five per cent (75%) of the Owners of interest in the said Project, and provided, however, that no Amendment of this declaration or any provision hereof shall modify or effect the provisions of Article VI hereinabove; said Amendment shall thereafter be effective upon recordation in the office of the Register of Deeds of Ozaukee County, Wisconsin, provided that applicable permit requirements of any State agency with jurisdiction herein are first completed to the satisfaction of said agency.

3. At any duly held meeting of the Owners, by resolution adopted by seventy-five per cent (75%) of the Owners of interest in the Project, it may be resolved that this unincorporated association of Owners, incorporate under the laws of the State of Wisconsin as a non-profit corporation and that in such corporation, if and when formed, each of the then Owners shall automatically become the total and sole members thereof, and such corporation shall be and become the successor of the present unincorporated association in and for the operation of the Project. That the main and prime purpose of

such non-profit corporation shall be the operation of said Project for the exclusive benefit of each and all of the Owners in said Project; said non-profit corporation to be subject to all the terms and conditions of this declaration which, as the same may be amended from time to time under the provisions hereof relative to Amendment, shall be and become the By-Laws of said non-profit corporation; and shall be so adopted by said corporation when incorporated. Prior to said time, this declaration shall constitute the By-Laws of this association. Said By-Laws of such non-profit corporation may also provide for the election of officers, their terms of office, and such other corporate procedures for operation usually provided for in By-Laws, and not already included in this declaration.

ARTICLE XI – MISCELLANEOUS PROVISIONS and CONDITIONS of OWNERSHIP

1. The Owners of individual condominium units shall maintain the interiors of their units, including the interior walls, ceilings, floors and permanent fixtures and appurtenances, in a clean, sanitary and attractive condition, reserving to each such Owner, however, complete discretion as to choice of furniture, furnishing and interior decorating.

2. No structural alterations to the interior of any unit shall be started or accomplished and no plumbing or electrical work within any walls shall be done by any Owner without the prior written consent of the Board or its Manager.

3. No Owner shall, at his expense or otherwise, make any alteration, addition or modification to the exterior of his individual unit or construct any fence, exterior clothes line, obstruction or improvement of any kind or character on or connected to or adjacent to his individual unit, or in any part or portion of any of the Common Area herein defined and described, without prior written approval of the Board or its Manager; nor shall any individual antenna, aerial, or other device or fixture for radio, television, electricity, telephone or other of any kind or nature whether adapted or adaptable for use for receiving, broadcasting, transmitting or other purpose, be installed on or upon any structure or otherwise within the Project without prior written approval of the Board or its Manager.

   With respect to the installation of awnings, sunshades, screen doors and other minor installations to any condominium unit, the prior written approval of the Board or its Manager shall be exercised with a view to promoting uniformity in such minor installations and thereby enhancing the attractiveness of the Project as a whole.

4. No signs of any kind shall be displaye3d in the public view on/or in any portion of the Project, except signs used by he Declarant-Owner or its agent in connection with the original construction and sale of said condominiums, or signs placed by an Owner on or about his premises in order to advertise the nature of the business being conducted by such Owner upon the premises; provided, however, that any sign utilized for the above-specified purpose shall be of such a nature so as to promote uniformity in the Project and that the size, characteristics and location of any such sign shall be subject to such other reasonable rules and regulations as may be promulgated from time to time by the Board or, until such time as the Board has been established, by the Declarant-Owner. Nothing contained herein shall prohibit or restrict in any way the Declarant's right to construct such promotional signs or other sales aids on or about any portion of the premises which

it shall deem reasonably necessary in connection with its original sales program on this or adjacent tracts.

5. No Owner shall permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance thereon, or which will obstruct or interfere with the rights of other Owners, or annoy them by unreasonable noises or otherwise, nor will any Owner commit or permit any nuisance on the premises, or commit or suffer any immoral or illegal act to be committed thereon. Each Owner shall comply with all of the applicable ordinances and statutes and with the requirements of the local and State Board of Health with respect to the occupancy and use of said premises.

6. Each owner shall be liable to the Board for any damage to the Common Area or to any of the equipment of improvements thereon which may be sustained by reason of the negligence or willful misconduct of said Owner or of his family members, relatives, guests, licensees, or invit3ees, both minor and adult, to the extent that any such damage shall not be covered by insurance. In the case of joint ownership of a condominium, the liability of such Owners shall be joint and several.

7. In the event any portion of the Common Area may later be improved with recreational or other facilities, reasonable Regulations governing the use of said recreational facilities by Owners and by their guests and invitees shall be promulgated by the Declarant, or the Board after the same has been elected, or its Manager in the event such is employed. Each Owner shall be required to strictly comply with said Rules and Regulations, and shall be responsible to the Board or its Manager for the compliance therewith by members of his or her family, relatives, guests, licensees or invitees both minor and adult. The Board or its Manager shall have the authority to suspend or to revoke the privilege of any Owner to have his relatives, guests, licensees, or invitees use the facilities of said recreational area in the event of repeated violation of such Rules by any such person or persons. All such Rules and Regulations shall be subject to (13) hereinbelow.

8. Parking spaces may be used only for the parking of passenger automobiles and no appurtenances or structures of any kind may be put in or upon such spaces.

9. Every act or omission in violation of any covenant, condition or restriction herein set forth shall constitute a nuisance and in addition to the legal remedies hereinbefore set forth, may be abated or enjoined by any Owner or any member of the Board or its Manager.

10. Any Owner may at any time after five (5) days written notice to the Board or its Manager and at his own expense cause an audit inspection to be made of the books and financial records of the maintenance fund.

11. This declaration shall run with the land, and shall continue in full force and effect until (a) terminated by a court of competent jurisdiction pursuant to law, or (b) in the event of the total destruction of the improvements on said real property and a subsequent determination of the Owners not to rebuild the same, or a total abandonment of said improvements by the Owners. Each Owner (or any lessee or sublessee) by accepting a deed and sublease or a valid contract of sale to an individual condominium accepts the same subject to all the covenants, conditions and restrictions herein contained and agrees to be bound by each and all thereof. The provisions of this declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation

of the condominium Project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

12. No Owner shall execute or file for record any instrument which imposes a restriction upon the sale, leasing or occupancy of his condominium unit on the basis of race, creed, color or national origin.

13. The provisions of this declaration shall be deemed independent and sever-able and the invalidity or partial invalidity or enforce-ability of any provision hereof, shall not invalidate the others.

14. In no event shall the vesting of any interest in real or personal property occur under the provisions of this declaration later than 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.

15. All remedies, rights and privileges granted to the Board, its Manager or a condominium Owner pursuant to any terms, provisions, covenants or conditions of the condominium documents shall be deemed to be cumulative and not exclusive, and the exercise of any one or more shall not be4 deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by applicable statutes or at law or in equity.

16. In the event there is more than one Mortgagee of units within the Project, the decision of the majority Mortgagee shall control as to any provision in question herein. Majority Mortgagee is herein defined as that Mortgagee whose total unpaid balance of all loans within the Project exceeds the total unpaid balance due any other Mortgagee.

17. This declaration shall inure to the benefit of and be binding upon the successors and assigns of the Declarant, and to the heirs, executors, administrators, personal representatives, grantees, lessees, successors, and assigns of the Owners.

IN WITNESS WHEREOF, the said Stonecroft, Inc., the Declarant herein, has caused this Document to be signed by _____, its President, and countersigned by _____, its Secretary, at _____ Wisconsin, and its corporate seal to be hereunto affixed, this ____ day of _____, 1973.

STONECROFT, INC.

By_____
Shanah Stone, President

(Corporate Seal)

Countersigned:

By_____
John Stone, Secretary

STATE OF WISCONSIN)
) SS
_____COUNTY)

Personally came before me, this _____ day of **June, 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.

_____
Notary Public, _____County
Wisconsin
My commission: _____

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

CERTIFIED RESOLUTION

The undersigned, Robert Stone, hereby certifies that he is the elected, authorized and acting Secretary of Stonecroft Owner's Association, an unincorporated association of unit owners of Stonecroft Condominium, and that the following resolution was adopted by a three-fourths majority of the unit owners of interest present and acting throughout, and that such resolution is in full force and effect and has not been amended, altered or supplemented since its adoption.

"RESOLVED, that the Stonecroft Condominium Declaration of Restrictions and Owners Association Bylaws, dated June 15, 1973, shall be modified and amended in accordance with the written recommendation of the Stonecroft Owners Association Board of Directors, Bylaws Committee, which is attached hereto and incorporated herein by reference.

Dated this **30th** day of **December, 2004.**

_____
Robert Stone, Secretary
Stonecroft Owners Association

Subscribed and sworn to before me by
This **30th** day of **December, 2004**

_____
Notary Public, State of Wisconsin
My commission is **permanent**

PROPOSED AMENDMENTS TO STONECROFT CONDOMINIUM
DECLARATION OF RESTRICTIONS and BY-LAWS

ARTICLE I – DEFINITIONS

1. DESCRIPTION OF UNIT

A. A Separate freehold estate, consisting of the space or area of a building contained within the boundaries of each individual Unit as follows:

(1) The vertical boundaries shall be the interior undecorated surfaces of the perimeter walls of the unit on each floor or floors of the unit.

(2) The horizontal boundaries shall be:
(a) Lower boundary – the plane or planes of the upper surface of the base level floor or floors; and
(b) Upper boundary – the plane or planes of the interior undecorated ceilings.

(3) All windows, window frames, doors, including glass and locks in windows and doors, shall be considered a part of the Unit.

(4) A Unit shall further include all mechanical systems, equipment and appurtenances located within any Unit and/or designated to serve only that Unit, such as appliances, range hoods, electrical receptacles and outlets, fixtures, furnaces, compressors for air conditioning, including those designed to serve only one (1) Unit, whether such compressor is located within or outside such Unit.

B. A Freehold estate in the "Common Elements" of the Condominium as hereinafter described.

2. DESCRIPTION OF COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities except the individual Units. The Common Elements are divided into different types, known as General Common Elements and the Limited Common Elements, as described below:

A. Description of General Common Elements

The General Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities related thereto and used in connection therewith, except the Units, as described and defined above, and excepting the Limited Common Elements, as hereinafter described and defined. The General Common Elements shall include, without limitation, the following items intended for common use by all of the Unit owners: Public utility lines, water and sewer laterals, walks, roads and/or driveways, landscaping, parking lots, water pumps and pressure tanks, and other devices, installations and structures intended for common use by all Unit owners.

B. Description of Limited Common Elements

The Limited Common Elements are reserved for the exclusive use of the owner or occupant of the one Unit or more than one Unit to which they are appurtenant. The Limited Common Elements consist of garages, bearing walls, common walls, exterior walls, floors and ceilings, roofs, foundations, pipes, sump pumps, ducts, electrical wiring and conduits, the outside deck, patio or porch(es), if any, immediately adjacent and

appurtenant to each Unit and not located within the boundaries of the Unit; and the driveway immediately adjacent and appurtenant to the existing garage door of each Unit (or the garage door as was originally planned for that Unit). The manner and use of the Limited Common Elements shall be governed by the By-Laws of, and such Rules and Regulations as may be established by the Association of Unit Owners, and no Unit owner shall decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and/or Rules and Regulations.

ARTICLE XI – MISCELLANEOUS PROVISIONS and CONDITIONS OF OWNERSHIP

1. MAINTENANCE, ALTERATION and IMPROVEMENT of CONDOMINIUM

A. Unit Owner's Responsibility: The Owner of each Unit shall:

(1) Maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to: all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, interior and exterior walls, partitions, flooring, ceilings, windows, window frames and doors, including glass and locks in windows and doors.

(2) Paint, decorate, repair and/or replace the interior and exterior of the perimeter walls and all walls and surface areas within the Unit.

(3) Keep and maintain in good and orderly condition, paint, repair and/or replace as necessary, its Limited Common Elements and exterior surfaces of the Unit. All such repairs and/or replacements to Limited Common Elements shall be approved by the Association. With respect to common walls, bearing walls, sump pumps, roofs and garages: common walls, bearing walls, sump pumps, and roof valley(s) may be part of two or more Units; therefore, such repairs/replacements shall be approved by the Association and may, at its option, be effected by the Association, and thereafter, paid for by the two Unit owner(s); and

(4) Repair and replace any portion of the Common Elements damaged (and not otherwise covered by insurance) through the fault or negligence of such owner or such owner's family, guests or invitees or any other occupants of the Unit, provided, however, that all such repairs to the Common Elements and Limited Common Elements shall be approved by the Association, and may, at its option, be effected by the Association, and thereafter, paid for by the Unit Owner.

B. Association Responsibility: The Association shall be responsible for the management and control of the Common Elements and shall maintain in good condition and repair, replace and operate all of the Common Elements, except as provided in Subsection 1 above.

ADDITIONAL PROVISIONS:

So much of ARTICLE IX – INSURANCE, page ____, para. 1, as reads: ". . . for the full replacement cost from time to time of the Project . . .".

Should read: ". . . for the full replacement cost from time to time of the Common Elements and improvements and except for the Units, as they are described in ARTICLE I – DEFINITIONS, DESCRIPTION OF UNIT. The Units are to be insured by each Unit Owner and evidence of effective, continuous and adequate insurance is to be provided to the Association. The Association will not be held liable for non-compliance or inadequate insurance coverage of the Unit(s).

These definitions and descriptions shall supe3rsede those certain previous definitions and descriptions recited in the recorded "DECLARATION OF CONDOMINIUM AND PLAN OF DEVELOPMENT FOR STONECROFT CONDOMINIUM" except that paragraph 7, 'BOUNDARIES OF UNITS" is to remain unchanged; and, in the recorded "STONECROFT CONDOMINIUM DECLARATION OF RESTRICTIONS AND OWNERS' ASSOCIATION BY-LAWS" and all amendments thereto to date.

102304

This entire document (Stonecroft Condominium Declaration of Restrictions and Owners Association By-Laws, as well as the 2004 Amendment to By-Laws was re-typed and digitally stored on 14 August 2018.

Kathleen A. Gordon – Acting Secretary
SOA Board