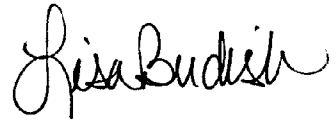


FIRST AMENDMENT TO
CONDOMINIUM DECLARATION

Document # **1621477**
WASHINGTON COUNTY WISCONSIN
2025-09-30 4:09:00 PM



LISA BUDISH
WASHINGTON COUNTY
REGISTER OF DEEDS
Fee: **\$30.00**

***The above recording information verifies
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Returned to **Kaman & Cusimano, LLC - Tennessee**
Pages: **8**

STONEWALL POND, A CONDOMINIUM

Record this document with the Register of Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Kaman and Cusimano, LLC
111 E. Kilbourn Avenue
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

The Declaration of Condominium for Stonewall Pond, A Condominium (the "Condominium"), the affected real property being described on Exhibit A attached hereto, was recorded on June 21, 2005 in the Register of Deeds Office for Washington County, Wisconsin as Document #1091833 (the "Declaration"); and

WHEREAS, Stonewall Pond Association, Inc. (the "Association"), pursuant to the rights reserved in Section 20 of the Declaration, and desires to amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Section 12 shall be amended to delete the ~~striketrough~~ language and add the underlined language to read as follows:

12. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. No trade shall be carried on anywhere within the Condominium, except as otherwise provided herein. ~~All leases or rental agreements shall be in writing. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion; however, no Unit may be leased or rented by Declarant for a period of less than thirty (30) days.~~ All Units are subject to the following leasing restrictions.

~~Unit Owners other than Declarant may lease or rent a Unit; however, the lease must have a minimum initial term of six (6) months. No rooms in any Unit may be rented and no transient tenants may be accommodated. As a condition of the rental or lease of a Unit the Unit Owner grants the Association power of attorney to bring an eviction action against a tenant of the Unit owner who has failed to comply with the Declaration, the Bylaws, rules of the Association, or any act or omission that constitutes grounds for eviction under Chapter 704 of the Wisconsin Statutes, if the Unit Owner, after being requested by the Association to evict the tenant, fails to take reasonable action to evict the tenant. Giving notice terminating, or not renewing a tenant's lease or rental agreement within sixty (60) days after an eviction request by the Association, constitutes reasonable action to evict the tenant for purposes of this paragraph. The Association shall give the Unit Owner ten (10) days' written notice of the Association's intent to evict a tenant. The cost of the eviction shall be the responsibility of the Unit Owner and shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two (2) years after the date the assessment becomes due.~~

~~A tenant of a Unit who fails to comply with this Declaration, the Bylaws, rules of the Association, or the Act that results in a charge, fine, or assessment imposed by the Association pursuant to the Bylaws or Association rules is liable for the charge, fine, or assessment. The Unit Owner of the Unit occupied by the tenant when the violation occurred is liable for any charges, fines, or assessment imposed by the Association for which the tenant is liable that are not paid by the tenant within thirty (30) days after receiving notice of the charge, fine, or assessment. If the Association imposes a charge, fine or assessment as a result of a violation by the tenant of a Unit, the Association shall give notice to the tenant by any method under Wisconsin Statute Section 704.21(1)(a) - (e) and to the Unit Owner of the Unit occupied by the tenant by any method under Wisconsin Statute Section 704.21(2)(a) - (d). The notice shall include all of the following:~~

~~A. The amount of charges, fines, or assessments for which the tenant is liable.~~

~~B. Notice that if the tenant fails to pay the Association the amount for which the tenant is liable within thirty (30) days after the tenant receives the notice, the Unit Owner is liable to the Association for the unpaid amount by the tenant.~~

~~The rental or lease of a Unit constitutes an agreement by the tenant, as a condition of the Lease, to comply with this Declaration, the Bylaws, the rules of the Association, and the provisions of the Act. Within five (5) business days after entering into or renewing a written Lease Agreement, the Unit Owner shall provide a copy of the Lease Agreement to the Association. The Association shall keep a copy of the Lease Agreement on file while the Lease Agreement is in effect. Prior to the occupancy of a Unit, the Unit Owner shall provide a copy of this Declaration, the Bylaws, and the rules of the Association, to the tenant, or place the information in the Unit.~~

No rentals of units are allowed within the Association. All Units within the Association must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. An exception to the Owner Occupancy Requirement is granted to the Unit being rented at the time of recording of this First Amendment to Declaration (the "Grandfathered Unit"). When the Grandfathered Unit is sold, conveyed, or title otherwise transferred following the recording of this Declaration amendment, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Owner Occupancy Requirement. **In no event will the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.**

Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated

in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

Leasing Rules/Restrictions. For any lease, permitted or otherwise as set forth above, the Unit Owner must comply with all of the following:

- A. The term of any such lease shall not be less than twelve (12) months;
- B. The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease;
- C. The lease contains a statement obligating all tenants to abide by the Declaration, the Articles, these Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. Any costs associated with Association-initiated eviction proceedings shall be assessed to the Unit Owner.

The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of the Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited. Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

This First Amendment to the Declaration complies with the requirements of the Declaration at Section 20 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of 67% of the Unit owners, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Wisconsin Condominium Ownership Act.

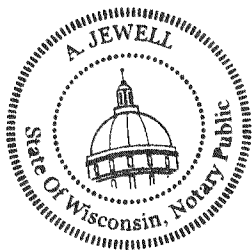
IN WITNESS WHEREOF, the Association has executed this First Amendment to the Declaration this 3 day of Sept., 2025.

STONEWALL POND ASSOCIATION, INC., a
Wisconsin Non-Stock Corporation,

By: Philip L. Potratz, President
Philip L. Potratz
(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF Washington

This document was acknowledged before me by Philip Potratz, as President of the Stonewall Pond Association, Inc., on this 3 day of Sept, 2025.



A. Jewell
Notary Public, State of Wisconsin
Name: A. Jewell
My Commission: 1-24-26

Lydia J. Chartre, Esq.
Kaman and Cusimano, LLC
111 E. Kilbourn Avenue
Suite 1700
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Unit 5111, 5112, 5113, 5114, 5121, 5122, 5123 and 5124 in Building 51, Units 5211, 5212, 5213, 5214, 5221, 5222, 5223 and 5224 in Building 52, Units 5311, 5312, 5313, 5314, 5321, 5322, 5323 and 5324 in Building 53, Units 5411, 5412, 5413, 5414, 5421, 5422, 5423 and 5424 in Building 54, Units 5511, 5512, 5513, 5514, 5521, 5522, 5523 and 5524 in Building 55, Units 5611, 5612, 5613, 5614, 5621, 5622, 5623 and 5624 in Building 56, 5711, 5712, 5713, 5714, 5721, 5722, 5723 and 5724 in Building 57 in the Stonewall Pond Condominium created by a "Declaration of Condominium" recorded on June 21, 2005, in the Office of the Register of Deeds for Washington County, Wisconsin, as Document No. 1091833, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Village of Jackson, Washington County, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
046500G5111	W197N17160 Stonewall Drive, Unit 5111
046500G5112	W197N17158 Stonewall Drive, Unit 5112
046500G5113	W197N17144 Stonewall Drive, Unit 5113
046500G5114	W197N17142 Stonewall Drive, Unit 5114
046500G5121	W197N17162 Stonewall Drive, Unit 5121
046500G5122	W197N17156 Stonewall Drive, Unit 5122
046500G5123	W197N17146 Stonewall Drive, Unit 5123
046500G5124	W197N17140 Stonewall Drive, Unit 5124
046500G5211	W197N17152 Stonewall Drive, Unit 5211
046500G5212	W197N17150 Stonewall Drive, Unit 5212
046500G5213	W197N17128 Stonewall Drive, Unit 5213
046500G5214	W197N17126 Stonewall Drive, Unit 5214
046500G5221	W197N17154 Stonewall Drive, Unit 5221
046500G5222	W197N17148 Stonewall Drive, Unit 5222
046500G5223	W197N17130 Stonewall Drive, Unit 5223
046500G5224	W197N17124 Stonewall Drive, Unit 5224
046500G5311	W197N17136 Stonewall Drive, Unit 5311
046500G5312	W197N17134 Stonewall Drive, Unit 5312
046500G5313	W197N17112 Stonewall Drive, Unit 5313
046500G5314	W197N17110 Stonewall Drive, Unit 5314
046500G5321	W197N17138 Stonewall Drive, Unit 5321
046500G5322	W197N17132 Stonewall Drive, Unit 5322
046500G5323	W197N17114 Stonewall Drive, Unit 5323
046500G5324	W197N17108 Stonewall Drive, Unit 5324
046500G5411	W197N17120 Stonewall Drive, Unit 5411
046500G5412	W197N17118 Stonewall Drive, Unit 5412
046500G5413	W197N17096 Stonewall Drive, Unit 5413
046500G5414	W197N17094 Stonewall Drive, Unit 5414
046500G5421	W197N17122 Stonewall Drive, Unit 5421
046500G5422	W197N17116 Stonewall Drive, Unit 5422
046500G5423	W197N17098 Stonewall Drive, Unit 5423
046500G5424	W197N17092 Stonewall Drive, Unit 5424
046500G5511	W197N17104 Stonewall Drive, Unit 5511
046500G5512	W197N17102 Stonewall Drive, Unit 5512
046500G5513	W197N17080 Stonewall Drive, Unit 5513
046500G5514	W197N17078 Stonewall Drive, Unit 5514
046500G5521	W197N17106 Stonewall Drive, Unit 5521
046500G5522	W197N17100 Stonewall Drive, Unit 5522
046500G5523	W197N17082 Stonewall Drive, Unit 5523
046500G5524	W197N17076 Stonewall Drive, Unit 5524
046500G5611	W197N17088 Stonewall Drive, Unit 5611

Tax Key**Street Address**

046500G5612	W197N17086 Stonewall Drive, Unit 5612
046500G5613	W197N17072 Stonewall Drive, Unit 5613
046500G5614	W197N17070 Stonewall Drive, Unit 5614
046500G5621	W197N17090 Stonewall Drive, Unit 5621
046500G5622	W197N17084 Stonewall Drive, Unit 5622
046500G5623	W197N17074 Stonewall Drive, Unit 5623
046500G5624	W197N17068 Stonewall Drive, Unit 5624
046500G5711	W197N17064 Stonewall Drive, Unit 5711
046500G5712	W197N17062 Stonewall Drive, Unit 5712
046500G5713	W197N17028 Stonewall Drive, Unit 5713
046500G5714	W197N17026 Stonewall Drive, Unit 5714
046500G5721	W197N17066 Stonewall Drive, Unit 5721
046500G5722	W197N17060 Stonewall Drive, Unit 5722
046500G5723	W197N17030 Stonewall Drive, Unit 5723
046500G5724	W197N17024 Stonewall Drive, Unit 2724