

**THE GLEN AT SEVEN STONES CONDOMINIUM
ASSOCIATION, INC. ("TGSS")
RULES, REGULATIONS AND POLICY GUIDELINES
Revised, Approved by BOD's September 26, 2025**

- 1) DEFINITIONS (for the purpose of rules enforcement)
 - a) Common Elements: The area outside each home from the exterior envelope of the building to the center of the street and to the property boundaries, except for areas designated as Limited Common Elements.
 - b) Limited Common Elements: The area immediately outside each home, including the sidewalk, the fenced patio with concrete or paver pad, wood deck, the mulched area surrounding the outside of the fence, the mulched area between the sidewalk and the veranda (Canterbury and Abbey styles) and the exterior parking area immediately in front of the garage.
- 2) USE
 - a) No homeowner shall occupy or use his/her home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.
 - b) No trade or business shall be conducted on the condominium property or from any home without the written approval of the Board of Directors of the Condominium Association and in full compliance with all applicable law(s).
- 3) OCCUPANCY
 - a) Homes in The Glen at Seven Stones Condominium shall not be rented for transient or hotel purposes, which shall be defined as:
 - b) Any rental for periods of less than one year; or
 - c) Any rental if the occupants of the home are provided customary hotel services.
 - d) Permanent occupancy of any The Glen at Seven Stones Condominium unit shall not exceed six (6) people.
- 4) LEASES
 - a) Owners of homes in The Glen at Seven Stones Condominiums may lease their homes on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:
 - b) The lease must be in writing, signed by the owner and the tenant and available for review by the Board of Directors of the Condominium Association.
 - c) The lease must be for no less than one year.
 - d) The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, the By-Laws, and all rules and regulations of the Association.
 - e) Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant and the provisions of the lease.
 - f) The Declaration also requires that an owner who rents must also provide the TGSS with his forwarding address, email address and a telephone number where he/she can be reached.

- g) In the event an owner leases property to a tenant, the owner relinquishes all privileges pertaining to the Clubhouse, Pool and Fitness Center and transfers those privileges to the current tenant for the entire term of the lease.

5) PERSONAL PROPERTY

- a) All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Garden hoses, when not in use, must be kept inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. ONLY cooking grills, table and chairs, and umbrellas are approved for use and storage on the patio/deck. The use or storage of gas operated devices is not permitted below wood decks. Additional propane or natural gas tanks may not be stored on patios or decks at any time. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions. Only electric grills may be used on wooden decks. Gas and Charcoal grills may be used on patios and driveways only. No storage of any kind is permitted under decks. **For safety reasons, do not operate grills inside garages.**
- b) NOTHING may be hung, attached, affixed to or placed upon the exterior walls or trim, fences, gutters, or roof without the prior written approval of the Board of Directors of the Condominium Association. This includes, but is not limited to, signs, plaques, awnings, canopies, antennas, satellite dishes, ornaments, decorative banners, bird feeders, bird houses, wind chimes, or wind socks. **Units with privacy fences may hang up to four (4) flower hooks inside the fences.** Repair of any damage caused by attachment to the structures shall be performed by the Association and the cost of those repairs is the sole responsibility of the homeowner. (See E below)
- c) All other strictly prohibited items include, but are not limited to, artificial flowers, swing sets, laundry poles or clotheslines. Laundry (swimsuits, towels, rugs, etc.) may not be hung over a patio fence.
- d) A maximum of two security system signs are permitted only in the limited common elements.
- e) The American flag may be flown or displayed anytime in the limited common elements, following accepted flag protocol and using a flag pole holder that may be attached to a **fence/deck** post, the vertical corner trim of a veranda (Abbey or Canterbury styles), the vertical trim of the guest bedroom (Bramante or Colonnade styles) or the side trim of the garage overhead door, but not extending above the roof line. The cost of repair of any damage to the structure caused by such hangers is the sole responsibility of the homeowner. The Wisconsin State flag may be displayed along with the American flag. University, college and professional sports team flags may be flown or displayed in the limited common elements ONLY on the day before, day of, and the day after a scheduled team event. Three (3) small garden flags or banner flags may be flown or displayed at any one time (i.e. including service flags). No other flags are permitted.

6) DECORATIVE AND OTHER ITEMS

Decorative and Other Items which **ARE PERMITTED**:

- i) A wreath or decoration which is not larger than thirty (30) inches in diameter properly mounted on a door using a hanger suspended from the top of the door.
- ii) Non business decorative signs or plaques on a door not to exceed 120 square inches may be utilized without damaging the door. Repair of any damage caused by attachment to the structures shall be performed by the Association and the cost of those repairs is the sole responsibility of the homeowner. (See E below)
- iii) Up to four (4) single shepherd hooks or two double shepherd hooks for hanging live floral baskets. The hooks shall be no taller than 72 inches overall and placed in a mulched bed in the limited common elements. Natural color cedar Deck flower boxes are also approved.
- iv) Bird baths, bird houses, and/or bird feeders not to exceed a combination of four (4) are permitted, each of which cannot be taller than the privacy wall. Wisconsin DNR has restrictions for heights of feeders in open areas.
- v) **UP to seven (7) flower** or plant pots in the limited common element, excluding the area outside of the garage, which are not taller than the fence (if applicable) or taller than the windowsill or tallest shrub outside the fence in the limited common elements. Plants within these flower pots shall be removed after the growing season unless plants are year-round such as evergreens. Diseased, dead, or dying plants, scrubs, or trees shall be removed immediately from any patio, deck or limited common area.
- vi) Low voltage ground or landscaping lights with white bulbs are permitted in the limited common area. Only aesthetically like styles and a reasonable number of lights are permitted.
- vii) The Board of Directors has final approval rights should there be a resident complaint.
- viii) Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a neutral color. After November 1, the container and hose shall be removed.
- ix) **Statues (not to exceed 55 inches)** or flower bed ornaments are allowed inside the fenced area or in the common elements in the immediate area of the entry door.
- x) One outdoor thermometer transmitting unit not exceeding two inches by six inches affixed to the patio fence.

Decorative and Other Items which ARE **NOT PERMITTED**

- xi) Wall plaques, including name/address plates other than door plaques as explained in Section VI., A.2, are not permitted.
- xii) Windsocks, wind chimes, and large decorative banners (see above), bright colored pinwheels, etc., are not permitted
- xiii) Statues or statuettes, other than described above 6a.(ix), are not permitted
- xiv) Garden hose hangers, are not permitted
- xv) Inflatable decorations
- xvi) Fencing of any type in the limited common elements or the common elements

- xvii) Gazing balls are not permitted
- xviii) Flower bed edging material of any kind are not permitted

Holiday and Observance Decorations

- xix) Seasonal lights and decorations may be placed in the limited and common elements. No decorations shall be allowed on any 16' garage door. Repair of any damage caused by attachment to any structure shall be performed by the Association and the cost of those repairs shall be the sole responsibility of the homeowner. No ornaments or decorations are allowed on the roof or hanging from the roof or gutters

xx) ALL HOLIDAY DECORATIONS MAY BE DISPLAYED NO EARLIER THAN Five (6) WEEKS BEFORE AND TWO (2) WEEKS AFTER THE HOLIDAY.

- xxi) (See XVII TRASH COLLECTION, item I regarding proper and timely disposal of live Christmas trees and swags.)

7) WILD ANIMAL FEEDING

- a) **Under no circumstances should any home owner feed, to attract, wild life for non-hunting purposes. This is a violation of the Wisconsin Deer Baiting and Wildlife Feeding Regulations. This regulation includes all of Waukesha County. Feeding sites that result in destruction of property or infestation of rodents is PROHIBITED. Ground feeders are not allowed. See Wisconsin DNR web site for Baiting and Feeding Regulations.**

8) FLOWERS/LANDSCAPE PLANTS

a) FLOWERS:

Noninvasive Annuals and perennials are allowed in the following locations:

- (1) Limited common elements of each home
- (2) The mulched section of the common elements immediately adjacent to the sidewalk among the existing bushes provided these existing bushes are not disturbed. Flowers planted in this area that may be damaged by any maintenance crew are the sole responsibility of the homeowner and not the Association.
- (3) No flowers may be planted around the base (mulch ring) of any trees (street trees).
- (4) Maintenance of the flowers is the responsibility of the homeowner.
- (5) Dead flowers/plants are to be removed immediately and at the end of the growing season.
- (6) Annuals which are not maintained during the growing season will be removed by the groundskeepers and the homeowner will be billed for removal.
- (7) No trees of any variety may be planted in the limited common elements of each home and the mulched section of the common elements.
- (8) Refuse bags can be placed at the curb for two days or on landscapers' day. If not removed by Landscape Company it becomes the owner's responsibility to dispose of bags.

b) Landscape Plants

- i) Any planting of shrubs or trees outside a home must be approved in advance by the Board after the landscaping is completed by the developer. Variance request forms are available from the Property Management Company.

- ii) Any new landscape trees, shrubs or plants after the development has been completed by the developer must be a species already in use in the community.
- iii) New planting by homeowners will become the property of the Association, which will provide future mulching, pruning and fertilization. However, should any of the plants die; the homeowner is responsible for replacement.
- iv) **If home owner moves, no plants may be removed.**

9) EXTERIOR ALTERATIONS

- a) No alteration, paint color change, additions, fences, privacy walls, walks, patios, decks, etc. may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted, or removed without prior written approval of the Board.

Approved Painting Contractors:

Pro WoodCare (262-251-3022)

Cardinal Painting (262-370-8668)

Calver's Painting (262-724-6837)

Approved Stains (for fencing/privacy walls/decks),

1) Only ProWood's custom stain for Glen of 7 Stones.

2) Sherwin Williams Exterior oil Super deck Semi Solid Custom New 7 Stones Deck Stain.

- b) Storm doors may be added at the homeowner's expense using an approved design and color. Information about approved storm doors may be obtained from the Property Management Company.
- c) Any replacement items must be consistent with the type, color and design of the item installed initially.
- d) Only the Front door paint color approved: Benjamin Moore Cottage Red

10) WINDOWS AND WINDOW COVERING

- a) All window coverings, whether draperies, blinds (vertical or horizontal) or valances must be neutral, such as white, off-white, beige, light gray or **white wood** on the exterior side.
- b) Solar film may be installed on the inside of windows, although no mirrored or extremely dark film is permitted. The film shall not restrict visibly transmitted light by more than twenty-five (25%). One example of a film that is within the limit is the 3M Night Vision 25. NOTICE: The window manufacturer's (Hayfield Window & Door Company; Phone: 507-477-3224) warranty excludes failures or operating difficulties resulting from the use of films and coatings on the interior of the product. Contact the manufacturer for additional warranty information.

11) SIGNS

- a) No signs may be hung or displayed from inside the windows except professionally prepared "For Sale" or "For Rent" signs or security system decals.
* See Sections III and IV regarding leasing.
- b) "For Sale" or "For Rent" signs shall not be larger than 24" x 24" and must be professionally prepared.
- c) Professionally prepared political signs may be displayed in a unit's window or in the limited common area one month prior to an election and removed three days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question.

(Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per unit per election is permitted.

- d) No more than one sign may be displayed at a home.
- e) No signs of any kind are permitted in any common element or limited common elements.

12) NOXIOUS ACTIVITY

- a) No noxious or offensive activity shall be carried on in any home or in the common elements nor shall anything be done therein which may be or become an annoyance or nuisance to others. **No homeowner or guest shall engage in any conduct that is disruptive, offensive, or aggressive toward others, including but not limited to, use of profane language and behavior that is verbally offensive.**
- b) Nothing shall be done or kept in any home or in the common elements that will increase the rate of insurance on the homes or the Common Elements, without the prior consent of the Association. No homeowner shall permit anything to be done or kept in his/her home or in the common elements which will result in the cancellation of insurance on any home or any part of the common elements, or which would be in violation of any law or ordinance.
- c) No waste shall be disposed of or discarded in the common elements, including cigarette, cigar refuse and chewing tobacco.

13) ANIMALS AND REPTILES

- a) No animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the common elements. Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats), may be kept as household pets by homeowners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.
- b) All pets **must** be registered with the Association/Property Management Company. A "Pet Registration" form can be obtained from the Property Management Company.
- c) **All animals, when outdoors, shall be maintained on a leash not more than 16 feet in length by local ordinance.**
- d) Pets shall be licensed by the municipality if required, and owners shall possess proof that pets have been inoculated properly. If it becomes necessary, the Board of Directors of the Condominium Association has the authority to request proof of a pet's inoculations and license.
- e) Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all pet waste. Residents, should calmly request, that the waste be cleaned up. Failure to clean up pet waste is a violation of both State and Village law.
- f) No pet shall be tethered outside in any common element or limited common element without the pet owner present.
- g) If pet droppings or burn residue from urine are found to abound around a particular home, the Board shall assume that the damage was done by that

homeowner's pet. The Board of Directors of the Condominium Association will have that area cleaned and re-landscaped as necessary. The homeowner will be responsible for the payment of all costs and appropriate fines if was the homeowner's pet.

- h) Homeowners, whose pet create a nuisance by disturbing the peace in the community, e.g., barking and other noxious noises will be initially warned of the problem. If violations occur after the initial warning, the homeowner may be required to remove the animal from the community permanently.
- i) Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as attack dogs (as described in section 78-22 of the City of Milwaukee Code of Ordinances), shall not be kept anywhere in the condominium. Dogs affected by this section include all dogs which are one-half or more American Staffordshire terrier, Staffordshire terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow.
- j) It is suggested that ID tags with owner's name/address shall be displayed on pets at all times.

14) PARKING/VEHICLES

- a) No boats, trailers, motor homes, trucks larger than a 3/4 ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight.
- b) Other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the limited common elements (in front of garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other homeowners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, are an authorized exception.
- c) All parking whether by homeowner or guest(s) must be:
 - i) Within the garage,
 - ii) in the limited common elements in front of the garage door, or along the street
 - iii) It should be noted that overnight parking in The Glen at Seven Stones is not allowed on William Drive without permission from the Village of Sussex.
- d) **Parking at the Clubhouse is reserved only for those using the clubhouse.** Parking will be permitted at clubhouse temporarily in the event of a SNOW STORM to facilitate snow removal in the limited common elements in front of the garage.
- e) No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage. Vehicles parked in front of the garage door shall be pulled forward as far as possible to provide room for the other homeowners to operate their vehicles. **No vehicle may block access to mechanical/fire door at any time. Vehicle is subject to towing at owner's expense.**
- f) Vehicles which cannot be identified as belonging to an owner, parked in any common or limited common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

- g) Reckless operation, speeding, and parking or driving off paved roadways is prohibited. The maximum speed limit in ALL areas of the community shall be in compliance with local and state law.
- h) No vehicle repairs are permitted in the common or limited common elements except for short- term emergency work (flat tire, battery charge, etc.)
- i) Inoperable vehicles (i.e., those with flat tires, expired license tags, etc.), which cannot be identified as belonging to a homeowner/resident, and vehicles parked in any common or limited common area for more than 48 consecutive hours will be towed off the premises at the owner's expense.
- j) Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the homeowner's garage. Resulting asphalt damage will be repaired by the Association and at the homeowner's expense.
- k) **For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.**

15) TRASH COLLECTION

- a) **Trash containers must be supplied by the homeowner and must not be set out before 4:00 a.m. on** the morning of the scheduled trash pickup to guarantee service.
- b) Only trash containers with secure lids are permitted with the exception of authorized recycling bins.
- c) Securely fastened bags or boxes not in containers are permitted if necessary.
- d) Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality. Residents shall follow the same procedure for putting out and picking up Recycling containers as the procedure for trash containers.
- e) Trash containers must be picked up and put away by 7:00 pm. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.
- f) Trash and recycling containers, when not set out for collection, must be kept inside the garage. **Homeowners are responsible for clean- up of any trash and recyclable spillage from their containers.**
- g) No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Homeowners are responsible for the disposal of ALL such items at designated and appropriate sites.
- h) Homeowners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the City and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the homeowner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the homeowner will be charged accordingly.
- i) To reduce costs, garbage collection services were not contracted for the Clubhouse. Residents are required to always take their garbage and trash with them upon their return home, and from time to time, to volunteer to empty the garbage and trash in the Clubhouse (Bar and restrooms) -taking the bags to your home garbage for disposal.
- j) Specially arranged bulk pickup items can remain curbside for ONE day

16) FEES

- a) The fees levied by the Association are used exclusively to promote the health, safety, and welfare of all the homeowners of The Glen at Seven Stones and for the improvement and maintenance of the common elements and the limited common elements for the good of the community.
- b) Condominium dues are an annual assessment payable in monthly installments. In the event that a unit owner defaults on a monthly payment, the Association may file a lien on the home, accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may also pursue foreclosure.
- c) Condominium fees are due on the first day of each month. Fees received on or after the 10th day of the month must include a \$30 late charge. Once the payment is 30 days past due, there will be an additional \$60 late charge. Electronic withdrawal can be arranged through the Property Management Company. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association.
- d) Collection process: After an Association member's account is
 - i) 10 days Past Due, the Property Management Company sends the homeowner a late notice of the overdue payment.
 - ii) 30 days Past Due, the Property Management Company sends a demand letter to the owner; the Association attorney sends intent to file lien letter by certified mail stating that all expenses incurred in the collection process including legal fees are the responsibility of the homeowner and notification is sent to a credit bureau
 - iii) 60 days Past Due, the Association files a lien against the owner's property to secure the assets of the Association in the case that the property title would be transferred and notification is sent to the credit bureau.
 - iv) 90 days Past Due, the Association initiates foreclosure proceedings against the homeowner through the Association's Attorney. Once the foreclosure and the Waukesha Co. Court have awarded the Association a judgment, the property will be sold at a Sheriff's Sale.
 - v) In the event that a homeowner becomes delinquent, any legal costs associated with the collection of these fees are assessed to the homeowner in accordance with the Condominium Declarations.
 - vi) Only owners in good standing, with fees current, are permitted to serve on committees, to vote for the election of Directors, utilize Association facilities (Clubhouse, pool, etc.) and to vote on Association issues in special elections.

17) SOLICITATION AND GARAGE SALES

- a) Solicitation by commercial enterprises is not authorized within the community.
- b) Garage sales and tag sales are prohibited.

THE GLEN AT SEVEN STONES HOMEOWNER ASSOCIATION POOL

USE OF THE POOL IS A PRIVILEGE NOT A RIGHT. DISREGARDING THE RULES FOR THE POOL WILL RESULT IN THE LOSS OF THIS PRIVILEGE.

- c) The pool is for the exclusive use of the current residents and a limited number of guests. Regular pool hours are 8a.m. to 8 p.m. These hours will be enforced. Anyone in the pool after hours is considered trespassing and law enforcement may be called. Any person who cannot be identified as a current owner or is not accompanied by an owner will be asked to leave.
- d) All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard on duty.
- e) An adult current resident 18 or older must accompany all persons under 18. Proof of age may be requested.
- f) Guests are limited to **FOUR (4) PER HOUSEHOLD AND MUST BE ACCOMPANIED BY AN OWNER AT ALL TIMES.**
- g) Proof of residency must be available at all times.

The following are strictly PROHIBITED in the pool area:

- i) Glass or other breakable items
- ii) Animals or pets
- iii) Running, diving or other disruptive behavior
- iv) Rafts and large flotation devices
- v) Private pool parties
- vi) Motorized toys and boats
- vii) Excessive noise, splashing or radios without headphones.
- viii) **Smoking, drinking or eating** while in the water.
- ix) Electrical devices (non-battery powered)
- h) Swimming is permitted only in garments sold as swimwear. Infants must also wear swimsuits and specially designed swim diapers. Current residents and guests are required to clean up any consequential results from small children in the pool and must report the incident immediately to a Board Member or Ogden. The pool must then be closed for 24 hours due to fecal contamination.
- i) No gum and no tobacco items (**including e-cigarettes**) are permitted within the fenced area of the pool. Additionally, smoking is not permitted in the clubhouse, and its property which includes the pool and deck areas. Smokers are required to smoke off the HOA Clubhouse property on William Drive and are responsible for the proper disposal and clean-up of butts and smoking materials away from the Clubhouse property
- j) No food or snacks are permitted in the pool area at any time. Only plastic bottles and containers and cans are allowed. No liquids/drinks are permitted within the pool proper, including the placing of containers at the pool rim while in the pool or sitting at the edge or rim of the pool.

- k) Lounge chairs or tables may not be reserved and must be repositioned after use by the homeowner/resident. No furniture may be moved from pool to deck or deck to pool. Residents have 1st right to use furniture over guests.
- l) Wet swimwear is not permitted in the clubhouse except in the restrooms.
- m) All current residents and their guests are required to clean up their trash, police the area and take away their garbage and any other items left behind to assist in maintaining a pristine recreational area. If trash, beverage containers, or other debris becomes a continual problem, the Board of Directors will have the right to prohibit these items or take additional actions to enforce compliance with these rules.
- n) To reduce costs, garbage collection services were not contracted for the pool. Residents are required to always take their garbage and trash with them upon their return home, and from time to time, to volunteer to empty the garbage and trash in the Clubhouse (Bar and restrooms) and taking the bags to your home garbage for disposal.
- o) Residents are requested to question people they do not know who they discover in the swimming pool and deck areas. Calmly ask them to leave immediately if they are not a Glen at Seven Stones resident.
- p) In the event an owner leases property to a tenant, the owner relinquishes all privileges pertaining to the Clubhouse, Pool and Fitness Center and transfers those privileges to the current tenant for the entire term of the lease.
- q) **NO RESIDENT MAY ADJUST THE CONTROLS THAT REGULATE THE POOL.**

18) CLUBHOUSE RULES AND REGULATIONS

USE OF THE CLUBHOUSE IS A PRIVILEGE NOT A RIGHT.

**DISREGARDING THE RULES FOR THE CLUBHOUSE
WILL RESULT IN THE LOSS OF THIS PRIVILEGE.**

- a) The Glen at Seven Stones takes pride in presenting our homeowners with a beautiful clubhouse in which to relax with neighbors, friends, and guests. These rules have been established to assure each current resident the enjoyment of the clubhouse without infringement upon the privileges of other current residents. A current adult resident, 18 years of age or older, must:
 - i) Accompany all persons under the age of 18. Proof of age may be requested. All homeowners are responsible for their guests at all times.
 - ii) When reserving and renting the clubhouse the homeowner must assume full responsibility for any damage to the clubhouse or to articles in the clubhouse and for theft of any property.
 - iii) Personally supervise their guests in the clubhouse, pool and exercise facilities.
 - iv) Ensure that guests observe parking rules.
 - v) Assure that guests depart in such a manner that will not disturb other homeowners/residents.

vi) **Leave the clubhouse and surrounding yard and pool deck clean and removing the trash by taking it to your home.**

b) The following are prohibited from the Clubhouse

- i) Amplified music, loud noise, profanity, or other offensive behavior.
- ii) Smoking inside the clubhouse at any time.
- iii) Pets or animals of any kind.
- iv) Meetings by any outside organizations or businesses not attended by a homeowner
- v) Attaching decorations to walls, woodwork, cabinetry or furniture in any way that would not be considered temporary, or would harm the clubhouse surface material in any way.
- vi) No overnight accommodations shall be allowed in the clubhouse.

c) Clubhouse Reservations

- vii) The clubhouse Great Room can be rented by any current resident with said resident accepting full responsibility for returning it to its original condition. **This rental only reserves the Great Room and does not include the pool, deck, fitness room or the offices by the lounge.**
- viii) Current residents should familiarize themselves with the kitchen appliances prior to their event. Any questions should be directed to the attention of the Property Management Company.
- ix) A resident who wishes to use the clubhouse Great Room for a private party or meeting should contact Ogden to reserve the date. This person's name and contact information is posted in the Clubhouse and on our Condo Cafe website. Reservations are made on a first-come-first-serve basis and must be made in writing by the current resident only. Confirmation of the reservation will not be made until the fees, deposit checks, and waivers have been received.
- x) Groups consisting exclusively of residents at The Glen at Seven Stones such as Association committees, Association Activities or Board may reserve and use the clubhouse without charge. All other rules apply except these groups may reserve the clubhouse more than 90 days in advance.

19) FEES

- a) A rental fee of **\$50.00** is required from the homeowner for a (6) six-hour segment at the time of the reservation (**Include set-up and clean-up time for your rental**). Rental for each additional hour beyond the five hour segment would be \$10 more. A separate check for a \$500 damage deposit is required. An inspection by a resident who agreed to see that the clubhouse is restored to the condition it was in before the rental must occur on the day of or day after rental. If the clubhouse is clean according to the posted checklist and undamaged, the entire \$500 deposit will be returned within three days after the event. Any further costs will be billed to the owner sponsoring the event.
- b) No resident will be allowed to reserve the clubhouse more than 90 days in advance. Nor may the clubhouse be reserved on any holiday for two consecutive years by the same unit. Exception: If the clubhouse has not been reserved by 45 days prior to the holiday in question, the same person may again reserve the room. The holidays affected by this rule are Halloween, Thanksgiving, Christmas Eve, Christmas Day, Easter, July 4, New Year's Eve, and New Year's Day.

- c) In the event an owner leases property to a tenant, the owner relinquishes all privileges pertaining to the Clubhouse, Pool and Fitness Center and transfers those privileges to the current tenant for the entire term of the lease.
- d) OTHER: To avoid damage to tabletops, all glasses, bottles, etc. should be removed immediately after the function. The individual(s) using the clubhouse must remove all personal belongings, equipment, and refuse resulting from their use and have the room cleaned at the end of the event.
- e) The Association shall not be responsible for any belongings, personal or otherwise, which are lost, stolen or reported missing by any guest or homeowner.

20) FITNESS CENTER RULES AND REGULATIONS. INDIVIDUALS USING THE FITNESS CENTER DO SO AT THEIR OWN RISK

- a) THE GLEN AT SEVEN STONES CONDOMINIUM ASSOCIATION, INC. (TGSS), the employees, agents, officers, Property Management Company or directors representing TGSS are not responsible for loss, damage or destruction by fire, theft or otherwise of any personal property brought into the Fitness Center or for any bodily injury or death occurring in the Fitness Center.
- b) The following Rules and Regulations have been adopted by the TGSS Board of Directors and shall govern the use of the Fitness Center by all eligible users of the Clubhouse Fitness Center. Each Eligible User shall read the Rules and Regulations governing the Fitness Center and shall comply with said rules. The Board of Directors shall have the right, but not the obligation, to suspend immediately the privileges of any Eligible User who does not follow these Rules and Regulations.
- c) Eligible Users:
 - i) Only current residents of The Glen at Seven Stones Condominiums or their guests are eligible to use the Fitness Center (Eligible Users). **Owners must accompany guests.**
 - ii) Children under the age of 16 are not permitted in the Fitness Center without the presence of an adult owner.
 - iii) Use of the Fitness Center is not transferable by an Eligible User or guests of Eligible Users to any third party.
 - iv) Eligible Users under the influence of drugs or alcohol are not permitted to enter or remain in the Fitness Center.
 - v) **Personal trainers or instructors other than those approved in advance and in writing by TGSS are not permitted in the Fitness Center.**
- d) Capacity: No more than eight (8) persons may use the Fitness Center at any one time.
- e) Hours: The Fitness Center is available to eligible users at all times.
- f) Attire: All Eligible Users shall wear appropriate (e.g. t-shirts, sweatshirts, leotards, shirts and sneakers) gym attire (including appropriate footwear) when using the Fitness Center equipment and facilities. Bathing suits, sandals, thongs, robes, slippers, etc. are not appropriate attire for the Fitness Center.
- g) Care: Each Eligible user of the Fitness Center shall clean up after using any portion of the Fitness Center and leave the facilities in substantially the same place and condition they were in prior to use; nor shall user leave any debris of any type or nature in the Fitness Center upon departure.

- h) An Eligible User shall use equipment only for reasonable time periods and shall not use any piece of equipment for longer than 30 minutes when other Eligible Users are waiting to use such equipment.
 - i) Eligible Users may not mark damage or vandalize any property belonging to or located in the Fitness Center and shall not remove any property from the Fitness Center.
 - j) Safety and General Consideration for the Fitness Center:
 - i) No eligible user shall participate in inappropriate offensive behavior.
 - ii) Smoking, food, gum, chewing tobacco, pets, strollers, or carts are not allowed in the Fitness Center.
 - iii) Music may be played only with devices with individual headsets.
 - iv) All applicable and pertinent state and federal regulations are considered part of these Rules and Regulations.
 - v) In the event an owner leases property to a tenant, the owner relinquishes all privileges pertaining to the Clubhouse, Pool and Fitness Center and transfers those privileges to the current tenant for the entire term of the lease.
 - k) Penalties for Non-Compliance: See Appendix.
- 21) Amendments - The Rules & Regulations Committee will review changes to the Rules and Regulations submitted by the Board of Directors of the Condominium Association and other committees in March/April of each year for consideration by the Rules Committee for submission to the Board of Directors of the Condominium Association. Although emergencies can arise, changes should be made sparingly to promote stability and understanding, and therefore, compliance.
- 22) APPENDIX - Rules and Regulations Violation Notice and Correction Procedure
- a) It is recommended that homeowners recognize that we are all neighbors within the community and we should communicate with our neighbors regarding any issues or violations of established rules and regulations that may arise. In the event the neighbors cannot resolve the situation involving the established rules and regulations, a written detailed statement signed and dated by the complainant may be sent to the Property Management Company for review. Complaints which do not follow this procedure will not be considered.
 - b) The Property Management Company must confirm and validate the reported violation.
 - i) Once validated the first violation letter will be sent to the homeowner who is in violation.
 - ii) Ten days later, a re-inspection shall be performed by the Property Management Company for compliance.
 - iii) If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
 - iv) If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with the repair will be assessed to the homeowner's account.
 - v) If the violation has not been corrected and brought into compliance, a second letter will be sent to the homeowner who is in violation.
 - vi) Ten days later, another re-inspection shall be performed by the Property Management Company to check for compliance.

- vii) If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
- viii) If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with this repair will be assessed to the homeowner's account.
- ix) If the violation has not been corrected and brought into compliance, a third letter will be sent to the homeowner who is in violation. At this time the homeowner's account will be charged a \$100.00 assessment.
- x) An additional charge of \$10.00 will be assessed to the homeowner's account for each subsequent day the violation is not corrected.
- xi) At the end of a thirty day period from the date of the initial violation notice, the Association has the right to arrange for the correction to be performed. Any costs associated with this correction will be assessed to the homeowner's account.
- xii) The homeowner has the right to appeal this charge and /or assessment by filing a "HOMEOWNER REQUEST FOR A HEARING" form with the Property Management Company.
- xiii) A hearing will be scheduled by the Property Management Company to be included on the agenda of the next scheduled Association Board of Directors meeting.
- xiv) Pending disposition of the Board of Directors, all assessments will continue as scheduled.
- xv) If the same violation occurs with this homeowner, a \$150.00 fine will immediately be assessed with an addition \$15.00 assessed for each subsequent day.
- xvi) The Association has the right to pursue any means at its disposal to collect this assessment up to and including filing a lien against the homeowner's property.
- c) **Violations of the rules and regulations may also result in the temporary suspension of the privilege to use the pool and/or clubhouse. Subsequent violations may result in permanent revocation of such privileges.**

Last REVISED by Barb Gilman and Barb Brinkmann (Rules & Regulation committee)

Glen At Seven Stones Board Meeting MINUTES – July 20, 2026 (via phone for traveling members)

4:00pm – 5:00pm

At Seven Stones Clubhouse

In Attendance: Board members - Barb Brinkmann, Connie Plaumann, Ron Knippel, and Eric Sargent

Guests in Attendance: Randy Winker (Finance chair), James and Gina Ziller, Julie Kolodij and Bill Hueston.

Attended Virtually: Board member Scott Scherman

Absent: Sarah Harwood manager from Ogden

Meeting started at 4:04pm

Connie motioned to approve the May 2026 minutes, Eric seconded and all were in favor.

Barb motioned that the minutes be approved by the board via email shortly after each meeting so they can be sent to the Vantaca Portal within a few days of the board meeting. That way the members don't have to wait 2 months to see the minutes as has been done in the past. This will start as of these July 2026 minutes.

James Ziller spoke, asking about the blocked pond drains. The Solitude Company will spray all drains to kill vegetation roots. This should be done every 3-4 years so drains don't back up. Per Connie the contract is in motion. If cat tails are cut, it will not kill the cat tails, they need to be sprayed to kill the roots. The pond water was sprayed to get rid of scum.

General:

1. **Response to Homeowners for service requests** – Update from Connie: There are 14 outstanding Vantaca requests. Most of the 14 requests are stone repairs, which are being addressed in August. Seasonal Services completed the water issues on the East condo yards. This is to prevent water in basements when it rains. Statz will fix the columns on building 14, unit 49's porch columns. At the end of the season, Ron and Sara will be discussing with SS about some of the items that were not completed this year (i.e. fix grass damage from snowplows, etc.).
2. Ron reminded the board to prioritize project based on need rather than nice to have.

Maintenance / Building (Ron):

1. **Roof inspection/Replacements** – Inspection of all HOA condos was completed/evaluated. Some mention of hail damage was on the report. When Sarah returns, we will be talking to our insurance company to get info on replacement of roofs. If we go through insurance, the estimated cost per Ron to the association is 10K per building. There is a chance the Homeowners would pay nothing. It will be decided at a later date if repairs, replacements and their order of completion will be. Currently we have about \$400,000 in reserve. Actual quotes will be obtained in the future. No board vote took place at this time.

Scott was pulled into the board meeting on the phone at this time.

Roof issues will continue when Sara returns (Her father passed). We'll consider talking to Chad if Sarah is gone for a long time.

2. **Pool painting** – Last year's board approved to scrape and paint the pool. Each year we'll evaluate the length of time the paint will last. Eric recommends painting \$5,000 vs resurfaced at the cost of \$55,000. Issues that exist for painting, are weather and timing, as it takes time for paint to dry and consideration for use of pool time.

NOTED: There has been some miscommunication between the painter, pool management and HOA. Eric motioned that we continue with scraping and repainting, Barb second and all approved.

3. **Wall repair (behind units 8 & 9):** New quotes for 2027 budget – Ron, Eric, and Ogden

- a. It was decided to delay wall repair in lieu of other costly projects
- b. Pursue alternatives for adding stone and drains v. more extensive rebuilding

Eric marked location of the wall so that we can see how much the wall is moving over time. Eric will keep an eye on it. Last 3-4 years it hasn't moved. There were estimates up to \$60,000 (which would come out of the reserve). We are unsure if wall was warranted so not sure if some costs are warrantied. Eric asked if we could hook drain pipes that would lay over the hill. We would do this as a fix for now. If this works, we may have to bury the pipes down the road. Eric will follow up on this idea.

4. **Service agreement for furnace and water softeners at Clubhouse:** Set for maintenance in Spring and Fall, and will be renewed in 2027.

5. **Landscape / grade analysis and recommendations for east side of complex / going north and covering units 15 - 11. - Ron**

- a. French drains were installed behind building 11.
- b. Existing drains (behind building 12 – 14) being checked for "clogs"
- c. Club house basement – only recommendation is to add dirt and stone.

Ron said we had French drains/dry wells put in to help water flow better and go to sewers. Ron stated this was done. Work was completed by SS.

6. **POND Reservoirs:** treatment has been scheduled and the determination of what is to be cleaned up / cut was done by the Solitude company. – this must be renewed in 2027 (2027 budget). Cat tails in the pond were discussed and a bid will be obtained for them to be sprayed.

7. **Trees along the sidewalk path (west side):** Walk through was completed by Arborists Bill and Jason from SavTree. Report was received. Eric spoke to Marty of SS, and got a verbal quote of \$300-500 per tree to cut down, grind stumps and reseed. It was being recommended that we have them do all 6 trees. This topic will be tabled to the next board meeting.

8. **Masonry repair (Clubhouse, multiple buildings) –** work is being scheduled with Statz Company for late July / early August. Connie will oversee this.

9. **Mud-jacking and concrete grade repair** (insurance liability) – This work by CRC Raising & Mudjacking is scheduled for August. Quote for Clubhouse is \$2,271, other individual condos costing between \$142 - \$945 (each sidewalk at **owners'** expense). No vote by the board took place.

10. **Mulch:** Assessment will be \$300 per unit with balance coming from Association reserves.

- a. A note will be sent out by Ogden. Ron asked that Connie send out an email and Barb to mention this in the August Newsletter.

11. **Dryer vents:** The outside dryer vent cleaning has been completed. The cost is \$40 per homeowner. Billing will be through Ogden. The 21 homeowners who requested inside cleaning will be notified when this will take place. Each homeowner will be assessed of the cost at the time of cleaning.

12. **Treadmill update:** Connie gave a report not to hire the company that was supposed to fix them. Thanks to Eric, he ordered the part(s) and repaired the treadmill and made sure the fan was hooked up properly that company left unhooked.

13. **Hardy boards on the sides of the garage door** in each unit. Is there a "cover type" piece that could be attached to the wood? Literally almost every unit has damage that is either water damage or caused by the snow removal process. Scott is working on this frame issue. Eric asked if some of the garage frames were due to snowplowing

by SS and asked if we should be reimbursed for some of this damage. This will be discussed with SS at the end of the season by Ron and Ogden.

14. **PAINTING condo exteriors:** 3 buildings (4plexes) are scheduled for END of July or August. Lake County is doing the work. There is a huge box of address numbers in the basement of the clubhouse.

Finance (Randy & Eric):

1. **Budget Review** – We need 4 new pool chairs to replace broken ones. Existing chairs can't be repaired to match. Eric took broken ripped chairs into the clubhouse basement.

No changes to the budget this year. Recommend changes to the Reserve planned in 2026 for 2027.
Operating budget is doing well.

Open / Follow-up:

1. **Maintenance related issues;** Eric has assumed this responsibility this year.
1. **Pool automatic chemical (WaterGuru tester app)** – Scott and Erv are working on getting the app up and running to test chemicals automatically. Item has been purchased. Might be a monthly charge for the app.
2. **Speakers at the Clubhouse:** Barb will look into speakers and talk to the social committee. Perhaps the fire department, CameoCrew, Seasonal Services or other interesting speakers.
3. **Vantaca training:** Notification will go out to homeowners if and when training will be done.
4. **Retaining Wall stone that is missing:** Eric will work on getting capstones replaced on a few retaining walls.

Other: Connie brought up the stones by the fountain. She suggested to get a work party to fix the stones that are sinking and move the stones closer to the fountain. Connie will organize this. Eric will take a look at it.

Next Board meeting – August 31st at 4pm to discuss the 2027 budget. Noted, no open positions on the Board next year.

Meeting ended at 5:07pm

The Glen at Seven Stones Condo Association, Inc.

Balance Sheet Comparison: April 30, 2026 vs May 31, 2026

	Last Month	Current Month	Difference
Current Assets			
CIT Operating	\$76,397.20	\$79,862.60	\$3,465.40
Receivables	-	\$1,000.00	\$1,000.00
Total Current Assets	\$76,397.20	\$80,862.60	\$4,465.40
Reserves			
Pond Reserve Fund	\$1,424.12	\$1,426.24	\$2.12
Associated MM - Reserve	\$156,801.29	\$156,892.09	\$90.80
Landing Rock IDA	\$97,417.77	\$97,521.19	\$103.42
Landing Rock CD 06.04.26 - 4.00%	\$31,381.04	\$31,448.73	\$67.69
Landing Rock CD 11.06.26 - 3.30%	\$31,345.96	\$31,468.33	\$122.37
CD-Landmark (14) 06.25.2027 3.930%	\$31,313.24	\$31,313.24	-
CD-Landmark (18) 12.26.2026 3.69%	\$57,102.18	\$57,281.14	\$178.96
Total Reserves	\$406,785.60	\$407,350.96	\$565.36
Fixed Assets			
Pool & Equipment	\$126.80	\$126.80	-
Total Fixed Assets	\$126.80	\$126.80	\$0.00
Total Assets	\$483,309.60	\$488,340.36	\$5,030.76
	Last Month	Current Month	Difference
Liability			
Accounts Payable	\$493.64	\$1,138.75	\$645.11
Prepaid Dues	\$4,470.00	\$3,470.00	(\$1,000.00)
Accrued Expenses	\$476.03	\$476.03	-
Total Liability	\$5,439.67	\$5,084.78	(\$354.89)
Equity			
Net Profit/Loss	\$34,520.90	\$39,906.55	\$5,385.65
Retained Earnings	\$443,349.03	\$443,349.03	-
Total Equity	\$477,869.93	\$483,255.58	\$5,385.65
Total Liabilities / Equity	\$483,309.60	\$488,340.36	\$5,030.76

The Glen at Seven Stones Condo Association, Inc.

Statement of Revenues and Expenses 5/1/2026 - 5/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Operating Income							
Assessment Income							
5001 - Association Dues	28,000.00	28,000.00	-	140,000.00	140,000.00	-	336,000.00
Total Assessment Income	28,000.00	28,000.00	-	140,000.00	140,000.00	-	336,000.00
Other Income							
5043 - Clubhouse Rental	(50.00)	58.33	(108.33)	100.00	291.65	(191.65)	700.00
5101 - Interest Income	3.67	870.83	(867.16)	18.55	4,354.15	(4,335.60)	10,450.00
5124 - Late Fees	30.00	-	30.00	60.00	-	60.00	-
5203 - Pond Maintenance	-	-	-	800.00	800.00	-	800.00
Total Other Income	(16.33)	929.16	(945.49)	978.55	5,445.80	(4,467.25)	11,950.00
Total Income	27,983.67	28,929.16	(945.49)	140,978.55	145,445.80	(4,467.25)	347,950.00

Operating Expense

Clubhouse Expenses							
6101 - Electric	152.45	313.33	160.88	825.20	1,566.65	741.45	3,760.00
6103 - Gas	76.26	127.83	51.57	876.63	639.15	(237.48)	1,534.00
6106 - Cleaning	769.00	487.50	(281.50)	1,569.00	2,437.50	868.50	5,850.00
6112 - Water/Sewer	159.21	291.83	132.62	770.00	1,459.15	689.15	3,502.00
6132 - Clubhouse Activities	-	125.00	125.00	-	625.00	625.00	1,500.00
6134 - Clubhouse Supplies	-	33.33	33.33	214.32	166.65	(47.67)	400.00
Total Clubhouse Expenses	1,156.92	1,378.82	221.90	4,255.15	6,894.10	2,638.95	16,546.00

Administrative Expense							
6212 - Bank Charges	-	-	-	10.00	-	(10.00)	-
6222 - Legal Expense	-	125.00	125.00	-	625.00	625.00	1,500.00
6223 - Corporate Income Tax	-	-	-	2,042.00	2,540.00	498.00	2,540.00
6303 - Non-Stock Corp Report	-	-	-	-	-	-	25.00
6304 - Property Tax	-	-	-	-	-	-	280.00
6311 - Management Fee	1,336.58	1,336.58	-	6,682.90	6,682.90	-	16,039.00
6312 - Office Supplies	31.31	45.83	14.52	179.79	229.15	49.36	550.00
6941 - Insurance	3,957.00	4,339.25	382.25	15,270.16	21,696.25	6,426.09	52,071.00
Total Administrative Expense	5,324.89	5,846.66	521.77	24,184.85	31,773.30	7,588.45	73,005.00

Utility Expense							
6414 - Water/Sewer	426.98	790.00	363.02	1,926.10	3,950.00	2,023.90	9,480.00
6450 - Electric-Common	1,083.17	811.25	(271.92)	6,140.68	4,056.25	(2,084.43)	9,735.00
Total Utility Expense	1,510.15	1,601.25	91.10	8,066.78	8,006.25	(60.53)	19,215.00

Repair and Maintenance Expense							
6526 - Exterminating	-	-	-	199.00	-	(199.00)	-
6530 - Fire System Expense	771.97	1,347.17	575.20	14,549.05	6,735.85	(7,813.20)	16,166.00
6536 - General Maintenance	1,498.39	854.17	(644.22)	5,167.21	4,270.85	(896.36)	10,250.00
6570 - Asphalt Repairs	-	-	-	-	-	-	3,000.00

The Glen at Seven Stones Condo Association, Inc.

Statement of Revenues and Expenses 5/1/2026 - 5/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Total Repair and Maintenance Expense	2,270.36	2,201.34	(69.02)	19,915.26	11,006.70	(8,908.56)	29,416.00
Grounds							
6601 - Refuse Removal	1,718.69	1,708.33	(10.36)	8,593.45	8,541.65	(51.80)	20,500.00
6615 - Pool Equipment	125.06	-	(125.06)	620.38	-	(620.38)	300.00
6622 - Irrigation Maintenance	-	122.92	122.92	-	614.60	614.60	1,475.00
6626 - Pool Maintenance	-	857.50	857.50	121.12	1,715.00	1,593.88	5,145.00
6656 - Snow Removal	-	-	-	22,623.84	22,774.67	150.83	34,162.00
6666 - Additional Landscape	-	2,300.00	2,300.00	-	2,300.00	2,300.00	4,600.00
6670 - Landscaping - Contract	5,888.59	5,412.87	(475.72)	11,777.18	10,825.74	(951.44)	43,303.00
6671 - Berm Maintenance	-	-	-	-	-	-	4,350.00
6677 - Pond Maintenance - 70% Glen	118.10	312.50	194.40	236.20	312.50	76.30	1,250.00
6679 - Pond Maintenance - 30% Subdivision	50.62	31.25	(19.37)	101.24	31.25	(69.99)	125.00
Total Grounds	7,901.06	10,745.37	2,844.31	44,073.41	47,115.41	3,042.00	115,210.00
Transfer to Replacement Reserve							
6956 - Transfer to Reserve	7,000.00	7,000.00	-	35,000.00	35,000.00	-	84,000.00
Total Transfer to Replacement Reserve	7,000.00	7,000.00	-	35,000.00	35,000.00	-	84,000.00
Total Expense	25,163.38	28,773.44	3,610.06	135,495.45	139,795.76	4,300.31	337,392.00
Operating Net Total	2,820.29	155.72	2,664.57	5,483.10	5,650.04	(166.94)	10,558.00

The Glen at Seven Stones Condo Association, Inc.

Statement of Revenues and Expenses 5/1/2026 - 5/31/2026

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
Reserve Income							
Reserve Income							
5046 - Reserve Fund Charge	7,000.00	7,000.00	-	35,000.00	35,000.00	-	84,000.00
Total Reserve Income	7,000.00	7,000.00	-	35,000.00	35,000.00	-	84,000.00
Other Income							
5101 - Interest Income	710.26	650.00	60.26	4,168.35	3,250.00	918.35	7,800.00
5214 - Capital Contribution Fee	2,000.00	-	2,000.00	3,000.00	900.00	2,100.00	1,800.00
Total Other Income	2,710.26	650.00	2,060.26	7,168.35	4,150.00	3,018.35	9,600.00
Total Income	9,710.26	7,650.00	2,060.26	42,168.35	39,150.00	3,018.35	93,600.00
Reserve Expense							
Reserve Expense							
7130 - Fences	4,349.85	308.33	(4,041.52)	4,949.85	1,541.65	(3,408.20)	3,700.00
7146 - Deck Maintenance	2,795.05	-	(2,795.05)	2,795.05	-	(2,795.05)	-
7183 - Retaining Wall Repair	-	5,000.00	5,000.00	-	25,000.00	25,000.00	60,000.00
7194 - Exterior Painting	-	2,596.50	2,596.50	-	12,982.50	12,982.50	31,158.00
7222 - Pool Resurfacing	-	416.67	416.67	-	2,083.35	2,083.35	5,000.00
7231 - Mudjacking	-	395.83	395.83	-	1,979.15	1,979.15	4,750.00
7326 - Clubhouse Furniture	-	133.33	133.33	-	666.65	666.65	1,600.00
7335 - Irrigation	-	375.00	375.00	-	1,875.00	1,875.00	4,500.00
Total Reserve Expense	7,144.90	9,225.66	2,080.76	7,744.90	46,128.30	38,383.40	110,708.00
Total Expense	7,144.90	9,225.66	2,080.76	7,744.90	46,128.30	38,383.40	110,708.00
Reserve Net Total	2,565.36	(1,575.66)	4,141.02	34,423.45	(6,978.30)	41,401.75	(17,108.00)
Net Total	5,385.65	(1,419.94)	6,805.59	39,906.55	(1,328.26)	41,234.81	(6,550.00)

DISCLOSURE MATERIALS OF THE GLEN AT SEVEN STONES

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENT MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS.

Electronically Recorded

4220288

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 07/25/2016 8:07:45 AM

Total Fee: \$30.00 Page(s): 26
Transfer Tax: \$0.00

Document Number

AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR THE GLEN A1
SEVEN STONES

Title of Document

Recorded this document with the Register of Deeds

Name and Return Address:

Deborah A. Hall

Whyte Hirschboeck Dudek SC

555 E. Wells Street, Suite 1900

Milwaukee WI 53202

(Parcel Identification Number)

Document Number

AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR THE GLEN AT
SEVEN STONES

Title of Document

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**AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR
THE GLEN AT SEVEN STONES**

Index of Declaration

1. STATEMENT OF DECLARATION
2. NAME
3. LEGAL DESCRIPTION
4. DEFINITIONS
5. DESCRIPTIONS OF BUILDINGS AND UNITS
6. EXPANSION OF CONDOMINIUM
7. COMMON ELEMENTS AND FACILITIES
8. LIMITED COMMON ELEMENTS
9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS
AND FACILITIES AND LIMITED COMMON ELEMENTS
10. ASSOCIATION OF UNIT OWNERS
11. RESIDENTIAL PURPOSE
12. REPAIRS AND MAINTENANCE
13. DESTRUCTION AND RECONSTRUCTION
14. INSURANCE
15. COVENANT FOR ASSESSMENTS
16. PARTITION OF COMMON ELEMENTS PROHIBITED
17. CONVEYANCE TO INCLUDE INTEREST IN COMMON
ELEMENTS AND FACILITIES AND LIMITED COMMON
ELEMENTS
18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS
19. ARCHITECTURAL CONTROL
20. MORTGAGEE RIGHTS
21. REALLOCATION OF BOUNDARIES AND MERGER AND
SEPARATION OF UNITS
22. CONDEMNATION
23. GENERAL PROVISIONS

**AMENDED AND RESTATED CONDOMINIUM DECLARATION
FOR
THE GLEN AT SEVEN STONES**

THIS AMENDED AND RESTATED DECLARATION is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act").

1. STATEMENT OF DECLARATION

The Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon all easements, rights, and appurtenances thereto (hereinafter referred to as "The Property") hereby submits and subjects said Property to the condominium form of ownership pursuant to the Act and this Amended and Restated Declaration, which amends and restates the Condominium Declaration for The Glen at Seven Stones recorded with the Waukesha County Register of Deeds on November 16, 2011, as Document No. 3872081, as amended by various amendments (collectively, the, "Original Declaration") which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens all parties hereafter having any interest in the Property.

2. NAME

The name of the condominium created by this Declaration is THE GLEN AT SEVEN STONES (the "Condominium")

3. LEGAL DESCRIPTION

The real property comprising the Property (the "Land") which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on EXHIBIT A attached hereto and incorporated herein.

4. DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) **"ASSOCIATION"** shall mean and refer to THE GLEN AT SEVEN STONES CONDOMINIUM ASSOCIATION, INC., a corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats., its successors and assigns.

(b) **"OWNER"** shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee, but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

(c) **"UNIT"** shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as farther defined herein.

(d) **"UNIT NUMBER"** shall mean the number identifying a Unit.

(e) **"COMMON ELEMENTS"** shall mean all portions of the Condominium other than Units.

(f) **"LIMITED COMMON ELEMENTS"** shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) **"DECLARANT"** shall mean and refer to HGP Investment, LLC and its successors and assigns.

(h) **"MORTGAGE"** shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.

(i) **"MORTGAGEE"** shall mean the holder of any Mortgage or any land contract vendor.

(j) **"MAJORITY"** shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(k) **"PERSON"** shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

(l) **"BUILDING"** shall mean any freestanding structure constructed or to be constructed upon the Property containing Units, Common Elements or both.

(m) **"BY-LAWS"** means the by-laws of the Association.

(n) **"RULES AND REGULATIONS"** means the Rules and Regulations of the Association, and as amended from time to time.

(o) **"PERCENTAGE INTEREST"** means the undivided percentage interest from time to time of each Unit, determined as provided in Section 9, below, in the Common Elements and the liability for Common Expenses.

(p) **"ACT"** refers to the Wisconsin Statutes, Chapter 703 "Condominium Ownership Act"

(q) "ASSESSMENTS" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 BUILDINGS. The approximate locations and dimensions of the Buildings (inclusive of the "Clubhouse" Building) are shown on the Condominium Plat. The Buildings are or will be constructed principally of wood and use of masonry and concrete.

5.2 UNIT IDENTIFICATION. The Condominium shall consist of fifty-six (56) Units located in fifteen (15) Buildings. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on EXHIBIT C attached to the Original Declaration.

5.3 UNIT BOUNDARIES. The vertical boundaries of each Unit shall be the vertical plane of the walls bounding a Unit, the face of which coincides with the face of the wall studs, or, in the case of foundation walls, the face of the masonry foundation walls. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

Each Unit shall also include the following, if any, all windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit; attic space accessible exclusively from one Unit, all installations, equipment, and fixtures for providing power, light, gas, hot and cold water, heating, refrigeration, and air conditioning exclusively serving one Unit (even though such items may lie partially in and partially out of the designated boundaries of a Unit); electric meter for the Unit, in unit fire alarm detectors and wiring, any Unit chimney cap, phone/internet/CATV panel, solar tubes, sump pump crock, vent pipe boot, any window well cover, finished surfaces, including, all plaster drywall, wallpaper, interior paint, carpet, carpet pad, vinyl flooring, finished wood flooring, crown and base moldings, cabinets, appliances, sinks, bathtubs, and other plumbing facilities and similar interior finishing and decorating shall be considered part of the Unit.

The attached garage for each Unit shall also be considered to be part of the Unit.

6. EXPANSION OF CONDOMINIUM

6.1 Option to Expand. The Declarant, its successors and assigns, had the option for a period of ten (10) years from the date of the recording of the Original Declaration to expand it. That option no longer exists.

7. COMMON ELEMENTS AND FACILITIES

7.1 Description. The Common Elements shall consist of all of the Condominium, including improvements and appurtenances thereto, except the Units and fixtures therein, and shall include, without limitation, the Land; Building' exteriors, including garage exteriors; perimeter and bearing walls; surface parking; Building roofs and trusses; foundations; common pipes, ducts, wiring conduits, sump pump discharge pipes, pumps and other apparatus relating to common utility services; public utility lines (except those owned by the applicable utility); Building beams and supports; the "Clubhouse" Building, swimming pool, the private storm sewer and drainage system, including, but not limited to all structures, mains, conduits, pipes, lines, equipment, appurtenances, and hereditaments which may in any way be a part of, or pertain to, such underground storm water facilities and the stormwater detention ponds; all entrances to the Property, common parking areas, private streets, common sidewalks and landscaping comprising the Condominium.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common Elements, as may be required for any purpose, including, but not limited to ingress and egress to and from and the use occupancy, and enjoyment of the Unit owned by such Owner. Such rights shall extend to the Unit Owner, his family members, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Declaration, By-Laws and the Rules and Regulations.

7.3 Easements.

(a) Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

(b) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(i) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(ii) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but

which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(iii) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

(c) Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right of access provided by Section 703.32 of the Act, to the Association or their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and the By-Laws and Rules and Regulations; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit

8. LIMITED COMMON ELEMENTS

8.1 Description. Certain Common Elements shall be reserved for exclusive use of one or more Unit Owners, but less than all Units. The Limited Common Elements shall include downspout extensions approved by the Board of Directors, including buried downspout extensions, those areas specifically designated as Limited Common Elements on the Condominium Plat, and shall also include (i) all landings, access steps, porch, patio, sidewalks, driveways and walkways which service and/or are appurtenant to one and only one Unit, whether or not specifically designated as such on the Condominium Plat; and (ii) any sidewalk, driveway or walkway which services more than one, but less than all, of the Units. The exclusive use of Limited Common Elements shall be reserved to the Owner or occupant for the Unit or Units to which they are appurtenant or serve, to the exclusion of all other Units and Unit Owners in the Condominium. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, agents, guests and invitees.

8.2 Patios, Decks and Privacy Fencing. As set forth above, all areas identified for porches, patios, decks and privacy fencing are Limited Common Elements

appurtenant to the Unit to which same are attached. All patios, decks, privacy fencing, including railings by sidewalks and retaining walls, and/or porches constructed by the Declarant as part of the initial construction shall be deemed Limited Common Elements appurtenant to such Unit. The actual patio and/or deck constructed by Declarant at the time of initial construction may be smaller than the Limited Common Area shown on the recorded Plat. The identification of the Limited Common Area provides the Unit Owner with the opportunity to construct or expand the patio and/or deck at a later date, subject to approval by the Association as provided for elsewhere in this Declaration, By-Laws or Rules and Regulations. The Unit Owner shall be solely responsible for all costs of maintaining, repairing and replacing all patios, decks, fencing and railings appurtenant to such Unit. The Unit Owner shall maintain same in a first class condition at all times.

8.3 Use. The manner of use of the Limited Common Elements shall be governed by the Act, this Declaration, the By-Laws, and Rules and Regulations, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to the Act, this Declaration, the By-Laws and/or the Rules and Regulations. No major or structural changes or alternations shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given or denied upon such terms and conditions as the Association deems appropriate.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By-Laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements 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. The Percentage Interest in Common Elements shall be determined by dividing one (1) by the number of Units then included in the Condominium.

10. ASSOCIATION OF UNIT OWNERS

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as The Glen at Seven Stones Condominium Association, Inc. which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State Of Wisconsin. 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 the Act, this Declaration and the By-Laws and Rules and Regulations including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association. When more than one person holds an interest in any Unit the vote for such Unit

shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any of the other Owners of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications and obligations of the members may be further set forth in the Articles of Incorporation and the By-Laws of the Association.

10.3 Control. The Board of Directors shall govern the affairs of the Condominium and pay all expenses thereof.

10.4 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors") elected by the Unit Owners in the manner set forth in the By-Laws.

10.5 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association under such contracts shall be chargeable to the Owners as a Common Expense.

11. RESIDENTIAL PURPOSE

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and Rules and Regulations. The use of Units and Common Elements is further subject to the following:

- (a) After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than one year. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number, and such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations and shall provide 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. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration By-Laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than one year; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) No sign of any kind, other than a Unit for sale sign, shall be displayed to the public view on any Unit without the written consent of the Association.

(d) Parking areas (including driveways on which parking is allowed), whether designated Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time. In no case may a vehicle be parked outside of a garage and not moved for more than ten (10) consecutive days.

(e) Pets are permitted in accordance with the current applicable Rules and Regulations.

(f) Exterior antennae and satellite dishes shall not be placed on any Building without the prior written approval of the Association, which approval shall not be unreasonably withheld, conditioned or delayed.

(g) A Unit Owner may not plant anything in the Common Element, other than in the Limited Common Elements appurtenant to a Unit Owner's Unit. A Unit Owner may only plant decorative plants and shrubbery in the Limited Common Elements appurtenant to the Unit Owner's Unit in accordance with the current applicable Rules and Regulations.

12. REPAIRS AND MAINTENANCE

12.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit, including those items set forth in Section 5.3 and all of the equipment, fixtures and appurtenances, located on or upon the Unit and the following Limited Common Elements: any patio, concrete sidewalk connecting a porch to the driveway, concrete stoops, deck, deck railings, dryer and exhaust fan vents, fencing of the patio, privacy walls, and railings by sidewalks, over which the Unit Owner has exclusive use, in good order, condition and repair and in a clean and sanitary condition all as may be more fully set forth in the By-Laws and/or Rules and Regulations of the Association along with Board of Directors' approval. Without in any way limiting the foregoing, in addition to decorating and keeping the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, all communication systems, water, sewer, and gas main and laterals and other utility lines, distribution systems and other fixtures and equipment and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. Each Unit Owner, at his sole expense, shall also be responsible for the maintenance, repair and replacement, but using **only** the contractor or contractors approved by the Association, of the patios, concrete sidewalks from the porch to the driveway, concrete stoops, deck, deck railings, dryer and exhaust fan vents, fencing of the patio, privacy walls, and railings by sidewalks serving that Unit. The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 12.3. If a Unit Owner fails to discharge his obligations pursuant to this Section 12.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and if any of the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements, including any Limited Common Elements serving more than one Unit, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all repair and maintenance of the Buildings, including, the exterior walls and roofs, parking, upkeep and maintenance of private roadways, the "faux bridge" located in, or substantially in, the public road right-of-way, water, sanitary and storm sewer mains and laterals, sidewalks, drives, snow and ice removal from paved roadways, sidewalks, pedestrian walk, driveways and parking areas of the Property, lawn care, including

landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming and such actions as may be necessary to maintain the Common Elements in compliance with all applicable laws, codes and ordinances. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By-Laws, shall be charged to the Unit Owners as a Common Expense.

12.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

12.4 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or Common Elements for any other matters for which the Association is responsible. Such entry shall be made with not less than 24 hours prior notice to the owners, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense except as allocable to an individual Unit or Units at the discretion of the Board of Directors.

12.5 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his Unit.

12.6 Assumption by Association of Unit Maintenance. The Association may, by resolution adopted by the affirmative vote of 65% of the members present at a meeting at which a quorum is present authorize the Association to assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of the Units or Limited Common Elements (such as windows, window frames, exterior doors, garage doors, patios, porches, decks, etc.) which affect the exterior appearance of Units in Condominium, and to charge the expenses for same as a Common Expense. Any such resolution may be amended, modified and/or rescinded at any time by the affirmative vote of 65% of the members present at a meeting at which a quorum is present, provided, however, if work has been completed as to some, but not all, of the Units, work on the remaining Units shall be completed and paid for as a common expense pursuant to the original resolution so as to put all Units in a comparable state of repair.

13. DESTRUCTION AND RECONSTRUCTION

13.1 Repair and Reconstruction. In the event of a partial or total destruction of the Common Elements, they shall, subject to the provisions of Section 13.2 below, be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

13.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest, and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE

The Association shall obtain and maintain fire and broad form extended coverage insurance on the Buildings, General Common Elements, Units, and Limited Common Elements ("Covered Elements") in an amount, not less than the full replacement value of the Covered Elements, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all personal property located therein for not less than the full replacement value thereof. Insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior-written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Association annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.

In the event of partial or total destruction of the all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost

thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.

If insurance coverage is available to combine protection for the Association and the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners shall have the option to refuse participation in such combined insurance only by written notice to the Association within twenty (20) days of receipt of correspondence from the Association that such combined insurance is available. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his own expense, from obtaining any additional insurance coverage on his Unit.

The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000.00) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

All required insurance shall be issued by an insurance company with a minimum of a B general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.

15. COVENANT FOR ASSESSMENTS

15.1 Agreement to Pay Assessment. The Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well the Unit themselves. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, utilities, insurance, management services, landscaping, the clubhouse pool, and other amenity maintenance and servicing, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established and collected from time to time in the

manner provided in the By-Laws. No Unit Owner may exempt himself from any Assessment by waiver of use and enjoyment of any of the Common Elements or by abandonment of his Unit.

15.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.3 General Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements.

15.4 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration.

15.5 Special Assessments Against a Particular Unit. Special assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By-Laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By-Laws, or the Rules and Regulations, including, among others those pursuant to Sec. 8.2 and/or Sec. 19.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Transfer Fee. Each purchaser of a Unit shall pay to the Association, at time of conveyance of the Unit, for non-statutory reserve fund purposes, a sum equal to up to two month's general assessment for the Unit as determined annually by the Board of Directors.

15.7 Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to Assessment; provided, however, the Association shall assess all individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of the such Unit by the Declarant, or on the first day of the actual occupancy of such Unit for residential purposes, whichever occurs first, provided, however, that with respect to any Unit conveyed by Declarant prior to the issuance of an Occupancy Permit for such Unit, the monthly installments for such Unit shall commence on the date of the issuance of an Occupancy Permit (temporary or final) for such Unit. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

15.9 Declarant's Obligation for Common Expenses During Period of Declarant Control. Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 of the Original Declaration and under Sec. 703.15(2)(c), Wis. Stats., no General Assessments shall be assessed against any Unit owned by Declarant. During the period of Declarant Control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that Unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses.

15.10 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, on such Unit in favor of the Association.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to reasonable attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof. A release of notice of lien shall be executed by the Association upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

15.11 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. The Board may, from time to time, fix a reasonable late fee if an assessment is not paid timely. All payments on account shall be first applied to attorney fees and costs, then interest, then any late charge, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover

a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to actual attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to actual attorney's fees.

15.12 Sale or Conveyance. The sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage or other lien having priority as set forth in Section 15.10 shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

15.13 Statutory Reserve Account. The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium. Pursuant to the provisions of sec. 703.163(4), Wis. Stats., the issue of a Statutory Reserve Account may be addressed at the first annual meeting of the Association held after, or at a special meeting of the Association held within one year after the expiration of the period of Declarant control.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention

thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 Utilities. Easements may hereafter be declared and granted for the benefit of the Unit owners by the Declarant, as long as Declarant owns any unsold Unit, and thereafter by the Association, for utility purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television wires and equipment, electrical and/or fiber optic conduits, wires and equipment, including power transformers, and such other utility service lines which may exist now or in the future, over, under, along and on any part of the Common Elements and Limited Common Elements and facilities to service the condominium property. Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed by or with the consent of Declarant over, under, along and on any part of the Common Elements and Limited Common Elements and facilities. The provisions of this section shall not be construed as any form of restriction or limitation on the powers (conditional or otherwise) of the Association as enumerated in Sec. 703.15(3) of the Wisconsin Statutes.

18.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium Plat, By-Laws, or Rules and Regulations, until Declarant shall have constructed all Buildings, completed all improvements to the Common Elements and satisfied all of its obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.

18.3 Easement to Facilitate Sales. The Declarant reserves the right to use the Clubhouse Building or any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes.

Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns.

18.4 Access Easements. The Declarant, its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Expansion Real Estate Property and their guests and invitees, hereby reserves a perpetual and non-exclusive easement on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium, and for purposes of constructing walkways, pathways, roadways, bridges, drives, or any other similar form of ingress or egress; and on, over and through any portion of the Condominium, except portions occupied by structural improvements. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit, the Common Elements or the Additional Property for the purposes for which each is reasonably intended.

18.5 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said owner or owners.

18.6 Binding Effect. All easements and rights described in this Section 18 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 18 provided, however, that no abridgement, amendment or termination of either the Storm Water Management Practices Maintenance Agreement referred to in Section 18.8 or any easement or right granted to the Village of Sussex shall be effective without the prior written consent of the Village of Sussex.

18.7 Grading Plan Adherence and Maintenance. The Declarant, the Association, the Unit Owners and any and all successors-in-interest or assigns must strictly adhere to and finish grade its buildings in accordance with the Master Lot Grading Plan or any amendment thereto approved by the Village of Sussex Engineer on file in the office of the

Village Clerk. The Village of Sussex and/or their agents, employees or independent contractors shall have the right to enter upon the subject lands, at any time, for the purpose of inspection, maintenance, correction of any drainage condition, and the property owner is responsible for cost of the same.

18.8 Storm Water Management Practices Maintenance Agreement. The Declarant and the Unit Owners, acting through the Association once established, will be responsible for the maintenance, operation, and replacement of all storm/surface water facilities (including detention and retention facilities and appurtenant equipment) in accordance with the Village of Sussex ordinance applicable thereto and the September 8, 2011 "Storm Water Management Practices Maintenance Agreement", which is appended to the Original Declaration as **EXHIBIT D** and incorporated herein by this reference. The cost incurred by the Declarant and/or the Association to effect such Storm Water Management Practices shall be a common expense.

18.9 Title Exceptions. The Condominium is currently subject to zoning ordinances and agreements entered under them and those additional title exceptions as listed on **EXHIBIT E** appended to the Original Declaration and incorporated herein by this reference.

19. ARCHITECTURAL CONTROL

19.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any Limited Common Element, shall be constructed, erected, planted or maintained (except such as are installed or approved by the Declarant in connection with the Construction) of the building until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13(5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approval, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s), representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required

approvals from the Village of Sussex and/or Waukesha County and/or the State of Wisconsin. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

20. MORTGAGEE RIGHTS

20.1 Right to Notice. The holder of any first Mortgage of a Unit upon the submission of a request to the Association in writing delivered to the registered agent as specified herein, shall be entitled to receive notice from the Association of the following matters:

(a) Written notice as to any default or delinquency in the performance by the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor,

(b) Written notice of the call of any meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles of Incorporation of the Association, or by the By-Laws of the Association.

(c) Written notice of any damage or destruction to the Common Elements of the Condominium, including the buildings, fixtures and equipment which are a part of the Common Elements, which is in an aggregate amount exceeding \$50,000.00, at such time as such damage or destruction is known to the Board of Directors.

21. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation, merger or separation.

The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

22. CONDEMNATION

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the Bylaws or, if not provided for in the Bylaws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

23. GENERAL PROVISIONS

23.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-Laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Declarant, its successors and assigns, and all parties hereafter having an interest in the Property, are subject to all rules, codes, regulations, and ordinances of the Village of Sussex, Waukesha County, the State of Wisconsin and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By-Laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By-Laws and Rules and Regulations and any provision of the Village, County, State or federal law or regulation, the more restrictive provisions shall apply.

23.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

23.3 Termination. This Declaration may be terminated only in the manner allowed by the Act as of the time of termination.

23.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-Laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with the Association.

23.5 Non-Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

23.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment, which at the time of the recording of this document required the written consent of at least two-thirds of the aggregate votes and any first mortgagee of the Unit, or holder of an equivalent security interest for any Unit Owner providing written consent.

23.7 Registered Agent. The registered agent for the Association as set forth in the annual report of the Association filed with the Department of the Financial Institutions shall be the registered agent for the condominium.

23.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein

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

23.10 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the Board of Directors of the Association has caused this document to be executed this 17 day of June, 2016.

The Glen at Seven Stones Condominium Association, LLC

By: John J. Cain, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
WAUKESHA COUNTY)

Personally came before me this 17th day of June, 2016, the above named John J. Cain, President of The Glen at Seven Stones Condominium Association, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Drafted by:
Daniel J. Miske
Whyte Hirschboeck Dudek S.C.

Camille Pfister
Print Name: Camille Pfister
Notary Public, State of Wisconsin
My Commission expires: 11/1/17

EXHIBIT A -- LEGAL DESCRIPTION

All Units, and so much of the undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the hereinafter-mentioned Declaration, in a Condominium commonly known as THE GLEN AT SEVEN STONES created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on November 16, 2011 in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 3872081 and by Amendment NO. 1 to the Condominium Declaration recorded on September 19, 2012, as Document No. 3951358 and corrected by a Correction Instrument recorded on November 14, 2012 as Document No. 3966848 and by Amendment No. 2 to Condominium Declaration recorded on November 15, 2012, as Document No. 3967282, Amendment No. 3 to the Condominium Declaration recorded on December 4, 2012 as Document No. 3971764, Amendment No. 4 to the Condominium Declaration recorded on April 16, 2013 as Document No. 4005963, Amendment No. 5 to the Condominium Declaration recorded on May 9, 2013 as Document No. 4011702, Amendment No. 6 to the Condominium Declaration recorded on June 10, 2013, as Document No. 4019179, Amendment No. 7 to the Condominium Declaration recorded on August 5, 2013, as Document No. 4033640, Amendment No. 8 to the Condominium Declaration recorded on December 12, 2013, as Document No. 4057629, Amendment No. 9 to the Condominium Declaration recorded on January 17, 2014, as Document No. 4062567 and corrected by a Correction Instrument recorded on March 21, 2014, as Document No. 4070946, Amendment No. 10 to the Condominium Declaration recorded on March 12, 2014, as Document No. 4069553 and Amendment No. 11 to the Condominium Declaration recorded on June 27, 2014 as Document No. 4086381.

**AMENDED AND RESTATED BY-LAWS OF
THE GLEN AT SEVEN STONES
CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
Name and Purpose**

**ARTICLE II
Members, Voting and Meetings**

- 2.1 Members.
- 2.2 Quorum and Proxies for Member's Meetings.
- 2.3 Act by Majority.
- 2.4 Time, Place, Notice and Calling of Members' Meetings.
- 2.5 Annual and Special Meetings.

**ARTICLE III
Board of Directors**

- 3.1 Number of Directors and Membership in Association.
- 3.2 Term of Office.
- 3.3 Power and Duties of the Board of Directors.
- 3.4 Successors to Directors.
- 3.5 Vacancies on Board.
- 3.6 Removal of Directors.
- 3.7 Annual Meeting and Notice.
- 3.8 Regular Meetings and Notice
- 3.9 Special Meetings and Notice.
- 3.10 Waiver of Notice.
- 3.11 Quorum of Directors - Adjournments.
- 3.12 Fidelity Bonds.
- 3.13 Action Taken Without a Meeting

**ARTICLE IV
OFFICERS**

- 4.1 Designation, Election and Removal.
- 4.2 President.
- 4.3 Vice-President
- 4.4 Secretary.
- 4.5 Treasurer.
- 4.6 Liability of Directors and Officers
- 4.7 Compensation.

ARTICLE V
Declarant Control

ARTICLE VI
Operation of the Property

- 6.1 The Association.
- 6.2 Rules and Regulations.
- 6.3 Common Expenses.
- 6.4 Operating Budget.
- 6.5 Default and Liens.

ARTICLE VII
Repairs and Maintenance

- 7.1 Individual Units.
- 7.2 Common Elements and Facilities.
- 7.3 Association Services.
- 7.4 Delegation of Common Area Maintenance.

ARTICLE VIII
Duties and Obligations of Unit Owners

- 8.1 Rules and Regulations.

ARTICLE IX
General

- 9.1 Fiscal Year.
- 9.2 Address.
- 9.3 Seal.

ARTICLE X
Amendments

- 10.1 By Members.
- 10.2 Rights of Declarant.

ARTICLE XI
Miscellaneous

- 11.1 Record of Ownership.
- 11.2 Statement of Assessments.
- 11.3 Indemnity of Officers and Directors.
- 11.4 Subordination.
- 11.5 Interpretation.
- 11.6 Transfer Fee.
- 11.7 Number and Gender

ARTICLE XII
Liability and Indemnity

- 12.1 General Scope and Definitions
- 12.2 Mandatory Indemnification
- 12.3 Determination of Right to Indemnification
- 12.4 Allowance of Expenses as Incurred
- 12.5 Partial Indemnification
- 12.6 Indemnification of Employees and Agents
- 12.7 Limited Liability of Directors and Officers
- 12.8 Severability of Provisions
- 12.9 Nonexclusivity of Rights
- 12.10 Purchase of Insurance
- 12.11 Benefit
- 12.12 Amendment

**AMENDED AND RESTATED BY-LAWS
OF
THE GLEN AT SEVEN STONES
CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I
Name and Purpose**

Pursuant to the Articles of Incorporation of THE GLEN AT SEVEN STONES CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for The Glen at Seven Stones, a Condominium recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of THE GLEN AT SEVEN STONES CONDOMINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a non-profit non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements in The Glen at Seven Stones Condominium (hereinafter the "Property") under the condominium form of ownership, as provided in the condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, personal representatives, successors and assigns.

**ARTICLE II
Members, Voting and Meetings**

2.1 Members. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all Unit Owners, and members shall have one vote for each unit owned. Every Unit Owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

b. One Membership and One Vote Per Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split. When more than one person holds an interest in any unit the vote for such unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any unit. If only one of multiple owners of a unit is present at a meeting of the Association, the owner present is entitled to cast the vote allocated to that unit. If more than one of the multiple owners is present, and any one of them purports to cast the vote allocated to that unit on any issue without protest being made promptly by any of the other owners of such unit to the person presiding over the meeting, it shall be conclusively presumed that such voting owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple owners prior to the vote being completed, they shall not be entitled to cast a vote.

c. **Membership List.** The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of the meetings of the Association shall be sent, and the name and address of any mortgagee of a unit from which the Association has received a written demand for notice of meetings. If a unit owner moves, the Unit Owner shall promptly provide written notice to the Association of the Unit Owner's new address.

d. **Transfer of membership.** Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice by the new Unit Owner of such transfer, including the name and address of the new owner, identification of unit, date of transfer, email address for the Unit Owner, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 Quorum and Proxies for Member's Meetings. The Presence at the meeting of members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed. Votes may be cast in person or by proxy. All proxies shall be in writing and filed with the Association, by delivery to any Officer or Director. The Officer or Director receiving same shall promptly transmit same to the Secretary of the Association. Every proxy shall be effective for a maximum period of one hundred eighty (180) days, shall be revocable and shall automatically cease upon conveyance by the Member of his, her, their or its unit.

2.3 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which quorum is present shall be the act of the Association, unless otherwise provided in the Declaration, By-Laws, Articles of Incorporation or the Condominium Ownership Act of the State of Wisconsin.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the date, time and place of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the meeting, unless such invalidation is otherwise required by law. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors, and may be held at the principal office of the property or at such other suitable place convenient to the Owners as may be

designated by the Board of Directors. Notice of Special Meetings shall further specify the purpose of the meeting.

2.5 Annual and Special Meetings. The annual meeting of the Members shall be held in the last quarter of each fiscal year. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting. Special meetings of the members shall be held whenever called by the President or by the Board of Directors and must be called by such Officers and Directors upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

ARTICLE III Board of Directors

3.1 Number of Directors and Membership in Association. The affairs of the Association shall be managed by a board of directors ("Board of Directors") composed of six (6) directors. No more than one director at any given time may be a person who is not also a Unit owner. In the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

3.2 Term of Office. The Board of Directors shall serve three (3) year terms, with two directors terms expiring each year.

3.3 Power and Duties of the Board of Directors. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised in accordance with the provisions of the Act, the Declaration, the Articles of Incorporation, and these By-Laws.

3.4 Successors to Directors.

The successors to the two of Directors whose terms expire as set forth in Art. 3.2 shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of two Directors shall expire each year.

3.5 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

3.6 Removal of Directors. At any annual meeting of the membership, or at any special meeting of the membership called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of election of Officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 1 day's written notice to each Director, given personally or by mail or facsimile transmission.

3.9 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) Directors on twenty-four (24) hours prior written notice to each Director, given personally or by mail or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

3.10 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.11 Quorum of Directors - Adjournments. At all meetings of the Board of Directors, a majority of the Directors then in office (but not counting any Director who has tendered a written resignation to any other Director) shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.12 Fidelity Bonds. The Board of Directors may require that some or all Officers and/or employees of the association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

3.13 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors, including approval via email. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE IV OFFICERS

4.1 Designation, Election and Removal. The principal Officers of the Board of Directors shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He shall have the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may be delegated by the Board of Directors.

4.3 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and, if so required by the Board, the issuance of membership certificates for the Association.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of

counsel for the Association or upon statements made or information furnished by Officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

4.7 Compensation. No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. No Director or Officer shall receive any fee or compensation for performing his or her duties as an Officer or Director. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V Declarant Control

[Intentionally Deleted].

ARTICLE VI Operation of the Property

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, or conveyance, involving an amount in excess of 60% of the annual budget, shall first be approved by majority vote of the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or for a managing agent with respect to the administration and operation of the condominium.

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, amended or repealed by the Board of Directors by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is an attendance.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements and facilities of the Condominium and as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. Commencement of assessments as to each Unit shall be in the manner provided in the Declaration. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the Unit Owner shall pay a late fee of 5% of the unpaid assessment and the assessment shall bear compound interest from the due date at the rate of 1.5% per month. If delinquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur annually or more frequently, such as amount required for the cost of maintenance and repair of the Common Elements, management services, security, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund, up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the Directors may levy further assessment(s) against the Unit Owners or by majority vote of the Unit Owners authorize additional funds to be withdrawn from the reserve fund.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against any unit, if resulting from action by the Association. The Unit Owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specifically assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any unit, or the replacement of anything that is the duty of the Unit Owner to replace, if such maintenance, repair or replacement, although the obligation of the Unit Owner, is necessary to protect the common property. The full amount of the cost of any such maintenance, repair or replacement shall be specifically assessed to the Unit Owner responsible therefor. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the Unit Owners in subsequent years.

An annual budget shall be prepared and determined prior to the annual meeting of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member. If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting the budget, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote, the Association may revise the budget, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established, provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

The reserve account referred to above shall not be construed as a Statutory Reserve Account pursuant to Section 703.163 of the Wisconsin Statutes, unless the Association decides to establish a Statutory Reserve Account in a manner allowed by law. If the Association establishes a Statutory Reserve Account, the use of said account shall comply with the statutory provisions.

6.5 Default and Liens. All assessments of common expenses and special assessments until paid, together with interest and actual attorney fees and costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the Common Elements appurtenant thereto, to the extent permitted by law. If a member of the Association is delinquent in payment of any charges or assessments, the Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney's fees. The owners of a unit against which a lien has been filed by the Association shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each Unit Owner must perform properly or cause to be performed all maintenance, repair or replacement work within his own unit which, if omitted, would affect the project in its entirety or a portion belonging to other owners, and such owner shall be personally liable to the Association or the adjoining Unit Owners as the case may be, for any damages caused by his failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior and exterior washing and replacement of broken glass), downspout extensions, including buried downspout extensions, in unit fire

alarm detectors and wiring, chimney cap, phone/internet/CATV panel, solar tubes, sump pump crock, vent pipe boot, any window well cover, screens and screening, light fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, electric meter for the unit, interior electrical wiring and fixtures, or other equipment which may be in, or connect with the unit or the Common Elements appurtenant to the unit. Each Unit Owner, at his sole expense, shall also be responsible for the maintenance, repair and replacement, but using **only** the contractor or contractors approved by the Association, of the patios, concrete sidewalks from the porch to the driveway, concrete stoops, deck, deck railings, dryer and exhaust fan vents, fencing of the patio, privacy walls and railings by sidewalks. As set forth in the Declaration, the Association may, by resolution, assume responsibility, in whole or in part, for the maintenance, repair and/or replacement of some or all of those portions of Units which affect the exterior appearance of the condominium.

7.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the Common Elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor as provided herein or by or pursuant to the Declaration with respect to Common Elements and/or Limited Common Elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged and specially assessed to such Unit Owner, or except as delegated to the Unit Owners), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements:

- All repairing, restoration, painting, maintenance and decorating of the building exterior, walls and roofs, but not including repair, maintenance or replacement of Limited Common Elements or items specifically set forth in Article 7.1 required to be maintained, repaired or replaced by Unit Owners.
- All maintenance, repair, painting, cleaning and decorating of common areas and fixtures including entryways and parking areas.
- Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming, as required, except as delegated to the Unit Owners as set forth herein.
- Repair, replacement or restoration of sidewalks, driveways, retaining walls and parking areas which are a part of the Condominium property and not specifically included in Article 7.1.
- Snow and ice removal and salting and cleaning walks, drives and parking areas, except as delegated to the Unit Owners as set forth herein or by the Declaration.
- General repair, maintenance and replacement of exterior fixtures including exterior lighting fixtures and associated equipment, entry signs into the condominium project and roadway signs therein.
- General repair, maintenance and replacement of common fixtures and equipment such as mailboxes, and associated fixtures and equipment.
- General repair, maintenance and replacement of all sewer (sanitary and storm) and water mains and connecting pipes and conduits not dedicated to the utility or the municipality.

- Provisions for maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 Association Services. The Association may provide any service or maintenance requested by a Unit Owner or owners with respect to individual units that the Association is able and willing to provide or perform and shall specially assess such requesting owner or owners therefore. The Board of Directors may establish policies requiring prepayment for some or all of such service or maintenance, and/or may refuse to provide same to Unit Owners who are delinquent in the payment of any sum due the Association.

7.4 Delegation of Common Area Maintenance. The Association hereby delegates to the Unit Owners the responsibility for snow and ice removal and salting and cleaning of porches and walkways and watering of lawns, shrubs, trees and other plantings. With respect to the responsibility for porches and walkways, each Unit Owner shall be responsible for those which service or are appurtenant to their respective unit. With respect to the watering of lawns, trees, shrubs and other plantings, each Unit Owner shall be responsible for such as are located within the Common area surrounding such unit. The area to be watered by each Unit Owner may be further defined by the Rules and Regulations adopted by the Association. Each Unit Owner shall perform the delegated Common area maintenance of the items set forth in this paragraph in a reasonable manner such that same are continuously maintained in a safe, sanitary and esthetically pleasing manner, and so as to prevent damage to or destruction of same. The Board of Directors shall have the power to establish, by its Rules and Regulations, specific maintenance responsibilities and requirements with respect to the delegated maintenance items.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules and Regulations. The units and the Common Elements and facilities and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations adopted by the Association from time to time, including but not limited to the following:

(a) **Use.** No Unit Owner shall occupy or use his unit or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. No trade or business shall be conducted on the condominium property or from any unit without the prior written approval of the Board of Directors of the Association and in full compliance with all applicable law.

(b) **Occupancy.** Units in The Glen at Seven Stones Condominium shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than one year; or (ii) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) **Leases.** Owners of Units in The Glen at Seven Stones Condominium may lease their units on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:

-The lease must be in writing, signed by the owner and the tenant.

- The lease must be for a period of no less than one year.
- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.
- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.

(d) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in any of the Common Elements, except birds and fish, and not more than a total of 2 dogs and cats (2 dogs, or 1 dog and 1 cat, or 2 cats), may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

(e) Pet Rules and Regulations.

- (1) **Leashes.** Dogs and cats shall not be permitted on the Common Elements unless on a leash and within control of a person.
- (2) **Waste.** The Unit Owners shall be responsible for the proper disposal of their pet's waste, without regard to their control over the pet at the time or location of the waste.
- (3) **Exercise.** If the Board designates an area of the Common Element as a "pets area", then pets shall be exercised only within this area. Such designation shall not operate to diminish the Unit Owner's responsibility under (8) hereof.
- (4) **Behavior.** Unit Owners are responsible for the behavior of pet occupying their unit and any handler thereof.
- (5) **Housing.** Exterior pens or cages shall be allowed only in patio areas and only if they are behind patio fencing and not visible to neighbors. The Association shall maintain approval authority over placement of such exterior pens and cages.
- (6) **Licenses.** Pets shall be licensed by the municipality if required, and a copy of such license shall be furnished to the Association within 10 days after issuance by the municipality.
- (7) **Breeds.** Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as "attack dogs" (see section 78-22 of the City of Milwaukee Code of Ordinances), shall not be kept anywhere in the condominium. Dogs affected by this section include all dogs which are one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow Chow.
- (8) **Noises.** All pets shall be maintained in a manner as to keep any noise at a minimum level which, in any event, must not be an unreasonable annoyance to the other condominium residents.
- (9) **Insurance.** No dogs or cats shall be allowed unless the Unit Owner provides continuous proof to the Association, in the form of an insurance binder or policy, confirming that the Unit Owner has liability insurance in effect providing coverage for actions of the pet. Uninsured dogs and cats and uninsurable dogs and cats are prohibited.

(f) Window Treatments. All windows within a unit open to exterior view shall be either uncovered or treated with draperies or curtains properly hung on drapery or curtain rods, shades and/or window blinds. For purpose of uniformity of exterior appearance, the Association, by rule and regulation, may from time to time determine and specify the type, quality and appearance of draperies and window treatments which will be visible from the exterior of the building. Unless and until such rules and regulations are adopted, all window treatments shall have a neutral, wood, white or off-white backing.

(g) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the Common Elements that will increase the rate of insurance on the units or the Common Elements, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on any unit or any part of the Common Elements, or which would be in violation of any law or ordinance. No waste shall be committed in the Common Elements.

(h) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the Common Elements, without the prior consent of the Association. The Association may establish rules and regulations for the size and placement of "For Sale" and "For Rent" signs. This provision shall not prohibit Declarant from erecting signs to expedite the sale of its units.

(i) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(j) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements and facilities, except upon the written consent of the Association.

(k) Use of Common Areas. No owner may keep or store, or permit to be kept or stored any of the following items on any portion of the Common Elements or Limited Common Elements, including but not limited to all driveways:

- (1) Any truck larger than a 3/4-ton pickup truck.
- (2) Any truck used as a commercial vehicle containing any type of signage.
- (3) Junked, inoperative or unlicensed vehicles.
- (4) Boats, campers, recreational vehicles, snowmobiles, or any type of trailer.

Notwithstanding the foregoing, such vehicles as are reasonably necessary for the construction, reconstruction, repair and/or remodeling of units and Common Elements, and/or for moving or delivery purposes, shall be allowed, providing same do not remain on the property for any time period longer than is reasonably necessary, and providing further that all owners of the Unit, jointly and severally, shall be responsible and liable to the Association for the repair of any damage to the Common or Limited Common Elements resulting there-from. Permanent parking of any vehicle outside of the homeowner's garage or on the street will be limited to a maximum of 10 days.

(l) Temporary Structures. Temporary structures, such as sheds or other storage facilities, are prohibited on Common Elements.

(m) Storage. Patios shall not be used for any storage of any kind, including, but not limited to, the storage of motorcycles, baby carriages, bicycles, or wagons, nor shall patios be used for the drying or airing of laundry, carpets, rugs, or clothing. Furthermore, no grills shall be used or stored on patios unless they are of a type using a cover in place while in use. No clotheslines shall be hung in Common or Limited Common Elements.

(n) **Access.** No vehicle shall occupy, park upon or otherwise block access to or exit from another unit or the approach thereto.

(o) **Vehicle Maintenance.** No maintenance or lubrication of any vehicle shall be permitted anywhere on the Common or Limited Common Elements.

(p) **Rummage Sales.** No rummage or garage type sales shall be conducted in or about any unit on more than four (4) calendar days in any calendar year.

(r) **Seasonal Decorations.** Exterior home decorating for seasonality shall be subject to Association authority and control. Offensive or inappropriate decorations will not be allowed. Halloween decorations may be placed between October 1st and November 7th of each year, and decorations for December holidays may be placed from the day following Thanksgiving to the day after New Year's Day.

(s) **Other Exterior Decorations.** All exterior decorating, including hanging baskets, bird houses and the like are subject to Association approval.

(t) In the event that the Association retains an attorney to collect any funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

(u) **Enforcement.** The Declaration, these By-Laws and the rules and regulations as may be adopted by the Association from time to time may be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, and monetary fines in such amounts as may be enacted from time to time as a part of the rules and regulations to be charged and assessed against the owners of units who violate or whose guests or unit occupants violate these provisions or the rules and regulations. Such fines shall be charged and assessed against the subject unit and may be enforced and collected as an assessment for common expenses, including the foreclosure of a lien therefore.

ARTICLE IX

General

9.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.2 Address. The mailing address of the Association shall be The Glen at Seven Stones, c/o: HOA President, W250 N4936 William Drive, Pewaukee WI 53072, or such other address as may be designated by the Board of Directors from time to time.

9.3 Seal. The Board of Directors may provide a corporate seal which, if provided, shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE X

Amendments

10.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

ARTICLE XI Miscellaneous

11.1 Record of Ownership. Every Unit Owner shall, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all owners of the Unit, and the address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of address.

11.2 Statement of Assessments. The Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received.

11.3 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as set forth in the Declaration and in said Condominium Ownership Act.

11.4 Interpretation. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision thereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

11.5 Transfer Fee. The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the Condominium Association as a part of the Rules and Regulations.

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

ARTICLE XII Liability and Indemnity

12.1 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person: (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.2 Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.2(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea,

does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.3 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.2 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.3(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.4 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.3 that indemnification under Section 12.2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.5 Partial Indemnification.

(a) If it is determined pursuant to Section 12.3 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 12.3 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.6 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.7 Limited Liability of Directors and Officers.

(a) Except as provided in subsection 12.7(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.2(b).

(b) Except as provided in Section 12.7(c), this Section 12.7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Wisconsin Statutes Sections 12.7(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.8 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.9 Nonexclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 12.2(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

Document Number

AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR THE GLEN AT
SEVEN STONES

Title of Document

ORIGINAL DOCUMENT
RECORDED ELECTRONICALLY

Date: 7/25/2016

Doc. No. 4220288

Knight-Barry Title Group
www.knightbarry.com

Record this document with the Register of Deeds

Name and Return Address:

Deborah A. Hall

Whyte Hirschboeck Dudek SC

555 E. Wells Street, Suite 1900

Milwaukee WI 53202

(Parcel Identification Number)

**Electronically Recorded
4220288**

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 07/25/2016 8:07:45 AM
Total Fee: \$30.00 Page(s): 26
Transfer Tax: \$0.00

Document Number

AMENDED AND RESTATED
CONDOMINIUM DECLARATION FOR THE GLEN AT
SEVEN STONES
Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Deborah A. Hall

Whyte Hirschboeck Dudek SC

555 E. Wells Street, Suite 1900

Milwaukee WI 53202

(Parcel Identification Number)

FILED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

THE GLEN AT SEVEN STONES CONDOMINIUM
ASSOCIATION, INC.

2011 SEP -2 AM 10:25

I, the undersigned, being a natural person over the age of 18 years and acting as incorporator of a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation.

ARTICLE I

Name

The name of the corporation shall be The Glen at Seven Stones Condominium Association, Inc.

ARTICLE II
Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III
Purposes

The purposes for which this Corporation is organized are as follows:

1. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Waukesha County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for Colonial Heights Townhouse Condominiums (the "Condominium"), as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

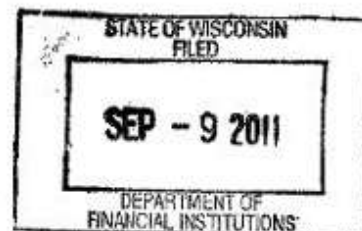
2. To serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct, care for and/or make additions to the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

3. To engage in any lawful activity relating to the foregoing with the purposes for which a nonstock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV
Powers

The corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the Bylaws of the corporation, including without limitation, the following:

1. To exercise exclusive management and control of the common elements described in the Declaration;



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2. To operate, repair, replace, reconstruct, protect, maintain and/or make additions to the common elements as described in the Declaration.
3. To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;
4. To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;
5. To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operation expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;
6. To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;
7. To adopt and amend rules and regulations governing the use and operation of the Property;
8. To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Bylaws of the corporation and any rules and regulations governing the use and operation of the Property;
9. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and
10. To do all things necessary or convenient to effectuate the purposes of the corporation.

ARTICLE V Members

There shall be one class of member designated as "Unit Owners." The rights and qualifications of members are set forth in the Bylaws of the corporation.

ARTICLE VI Principal Office and Registered Agent

The location of the principal office of the corporation shall be N80 W14808 Appleton Avenue, Suite 300, Menomonee Falls, WI 53051, and the initial registered agent shall be Herb Gross. The address of the initial registered agent is N80 W14808 Appleton Avenue, Suite 300, Menomonee Falls, WI 53051.

ARTICLE VII Directors

The number of directors of the corporation shall be fixed in the bylaws of the corporation and in no event shall be less than three (3). The manner in which directors shall be selected, appointed and removed shall be set forth in the Bylaws of the corporation.

The number of directors constituting the initial Board of Directors shall be three. The names and addresses of the initial directors are:

Herb Gross
N80 W14808 Appleton Avenue
Suite 300
Menomonee Falls, WI 53051

Peter Gross
N80 W14808 Appleton Avenue
Suite 300
Menomonee Falls, WI 53051

John Wahlen
285 Forest Grove Drive
Suite 210
Pewaukee, WI 53072

ARTICLE VIII Incorporator

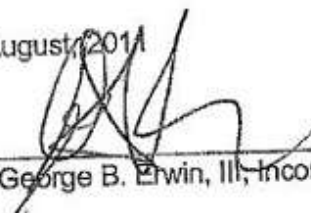
The name and address of the incorporator of the corporation is:

George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

ARTICLE IX Dissolution

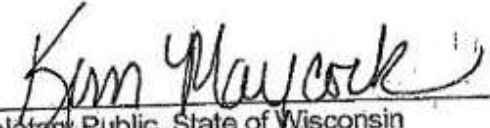
The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The corporation may pay compensation in reasonable amount to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its Bylaws.

Executed in duplicate this 31st day of August, 2011


George B. Erwin, III, Incorporator

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of August, 2011, the above-named George B. Erwin, III to me known to be the person who executed the foregoing instrument and acknowledged same.


Notary Public, State of Wisconsin
My Commission expires 3/31/13.

**This instrument was drafted by and after
recording should be returned to:**

George B. Erwin, III
Schmidt, Darling & Erwin
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

This instrument must be recorded in Waukesha County

The Glen at Seven Stones Condo Association, Inc.

2026 Annual Budget

	2025	2026	% Variance
Income			
Assessment Income			
5001 - Association Dues	336,000.00	336,000.00	.00 %
Total Assessment Income	336,000.00	336,000.00	.00 %
Reserve Income			
5046 - Reserve Fund Charge	84,000.00	84,000.00	.00 %
Total Reserve Income	84,000.00	84,000.00	.00 %
Other Income			
5043 - Clubhouse Rental	400.00	700.00	75.00 %
5101 - Interest Income	7,800.00	18,250.00	133.97 %
Operating	-	10,450.00	100.00 %
Reserve	7,800.00	7,800.00	.00 %
5203 - Pond Maintenance	800.00	800.00	.00 %
5214 - Capital Contribution Fee	1,800.00	1,800.00	.00 %
Total Other Income	10,800.00	21,550.00	99.54 %
Total Income	430,800.00	441,550.00	2.50 %
Expense			
Clubhouse Expenses			
6101 - Electric	3,825.00	3,760.00	(1.70) %
6103 - Gas	2,065.00	1,534.00	(25.71) %
6106 - Cleaning	4,800.00	5,850.00	21.88 %
6112 - Water/Sewer	3,400.00	3,502.00	3.00 %
6132 - Clubhouse Activities	300.00	1,500.00	400.00 %
6134 - Clubhouse Supplies	400.00	400.00	.00 %
Total Clubhouse Expenses	14,790.00	16,546.00	11.87 %
Administrative Expense			
6222 - Legal Expense	1,500.00	1,500.00	.00 %
6223 - Corporate Income Tax	2,540.00	2,540.00	.00 %
6303 - Non-Stock Corp Report	10.00	25.00	150.00 %
6304 - Property Tax	280.00	280.00	.00 %
6311 - Management Fee	15,467.00	16,039.00	3.70 %
6312 - Office Supplies	650.00	550.00	(15.38) %
6941 - Insurance	49,560.00	52,071.00	5.07 %
Total Administrative Expense	70,007.00	73,005.00	4.28 %
Utility Expense			
6414 - Water/Sewer	12,600.00	9,480.00	(24.76) %
6450 - Electric-Common	9,800.00	9,735.00	(.66) %
Total Utility Expense	22,400.00	19,215.00	(14.22) %

The Glen at Seven Stones Condo Association, Inc.

2026 Annual Budget

	2025	2026	% Variance
Repair and Maintenance Expense			
6530 - Fire System Expense	16,166.00	16,166.00	.00 %
6536 - General Maintenance	7,704.00	10,250.00	33.05 %
6570 - Asphalt Repairs	3,000.00	3,000.00	.00 %
Total Repair and Maintenance Expense	26,870.00	29,416.00	9.48 %
Grounds			
6601 - Refuse Removal	19,905.08	20,500.00	2.99 %
6615 - Pool Equipment	300.00	300.00	.00 %
6622 - Irrigation Maintenance	1,250.00	1,475.00	18.00 %
6626 - Pool Maintenance	5,575.02	5,145.00	(7.71) %
6656 - Snow Removal	33,492.00	34,162.00	2.00 %
6666 - Additional Landscape	6,637.00	4,600.00	(30.69) %
6670 - Landscaping - Contract	42,213.00	43,303.00	2.58 %
6671 - Berm Maintenance	7,860.00	4,350.00	(44.66) %
6677 - Pond Maintenance - 70% Glen	1,330.00	1,250.00	(6.02) %
6679 - Pond Maintenance - 30% Subdivision	570.00	125.00	(78.07) %
Total Grounds	119,132.10	115,210.00	(3.29) %
Transfer to Replacement Reserve			
6956 - Transfer to Reserve	84,000.00	84,000.00	.00 %
Total Transfer to Replacement Reserve	84,000.00	84,000.00	.00 %
Reserve Expense			
7127 - Trees	1,425.00	-	(100.00) %
7130 - Fences	-	3,700.00	100.00 %
7183 - Retaining Wall Repair	-	60,000.00	100.00 %
7194 - Exterior Painting	15,500.00	31,158.00	101.02 %
7222 - Pool Resurfacing	-	5,000.00	100.00 %
7231 - Mudjacking	3,560.00	4,750.00	33.43 %
7251 - Asphalt Repairs/Sealing	21,850.00	-	(100.00) %
7252 - Pool Heater Replacement	8,500.00	-	(100.00) %
7274 - Pool Chemical Feeder Replacement	6,600.00	-	(100.00) %
7283 - Anti Freeze Replacement	7,000.00	-	(100.00) %
7296 - Pond Reserve Expense	11,150.00	-	(100.00) %
7326 - Clubhouse Furniture	650.00	1,600.00	146.15 %
7335 - Irrigation	-	4,500.00	100.00 %
Total Reserve Expense	76,235.00	110,708.00	45.22 %
Total Expense	413,434.10	448,100.00	8.38 %



November 5, 2025

Dear Glen at Seven Stones Homeowner:

The Annual Meeting of The Glen at Seven Stones Condominium Association, Inc., has been scheduled for:

Date: Monday, December 8th, 2025

Time: 6:00 pm

location: The Clubhouse

Enclosed please find the meeting agenda, Mandatory Ballots, Mandatory Proxy & a

Draft copy of the updated Rules & Regulations. We look forward to seeing you at the

Annual Meeting on December 8th, 2025.

For the Board of Directors,

Sarah Harwood
Property Manager
Ogden & Company, Inc. AMO
1665 N. Water Street
Milwaukee, WI 53202



THE GLEN AT
SEVEN STONES

Notice of Annual Meeting of the Homeowners Association December 8th, 2025

The Annual Meeting of the Homeowners Association (HOA) will take place on Monday, December 8th, 2025, at 6:00 PM in the Clubhouse.

The December agenda will include the budget for 2026, the election of new Board members and the review of the changes to the Rules & Regulations.

The following Rules for the December Election of Board Members will apply (see Article II of the Bylaws):

- a. Unit owners will have one vote for each unit owned.
- b. Votes may be cast in person or by proxy.
- c. A quorum for any meeting is 25% of those entitled to vote.
- d. All proxies shall be in writing, filed with the HOA, and delivered to any Officer or Director.
- e. Homeowners should vote for three nominees. The three candidates with the highest vote count will be elected.
- f. Those elected will serve for three years.

There are three open positions on the Board. Attached to this notice are brief statements with personal information prepared by candidates, who have expressed interest in running.

Glen at Seven Stones Candidate Bios:

Carrie Ekey

My husband Glenn and I just moved into the Stones development in late May. We have been in awe of the hard work we have seen many residents doing within the development as well as the overwhelming friendliness of the residents. I am a retired Colorado elementary school teacher and school district staff developer. During the last 13 years of that work, I also was a Core Coordinator and Instructor in a teachers' Masters' program in a private university as well as a statewide workshop presenter in literacy instruction. As soon as I retired, I began consulting overseas in international schools providing professional development for teachers around the content of two professional books I coauthored. As a result of that work, I created a professional development program for teacher leaders to support and continue the work in their schools to be sustainable. After 17 years, I "officially" retired. I want to contribute to our amazing community and feel I could do that as a board member. I'm willing to give my time and energy to serve on the board to the best of my ability as a "snowbird" that will only be in residence from May – October each year. My main goal in this role will be to help sustain the masterful groundwork already laid over the last 13 years as well as to continually monitor all systems for any needed fine tuning.

Connie Plaumann

Hi, I am Connie Plaumann. My late husband and I moved to The Glen in August of 2017 and quickly learned what a wonderful community it is. I enjoy living here and plan to stay for quite some time.

After a ten-year career in banking, I left that field to become a paraprofessional working with children with special needs for two local school districts. These experiences have helped me develop financial, organizational and planning skills. I am reliable and good at problem solving and feel confident that I can use these skills to help the board with their responsibilities.

It takes a lot of people to keep our community looking beautiful and running smoothly and if I can help by serving on the board then I would be honored to do so.

Nancy Papa-Ruppert

I recently moved into the w250N4966 William Drive Unit. Currently I work full time as an ESL teacher, and I want to serve on the board to help maintain the quality and lifestyle of the neighborhood. It is my hope that meetings can happen after 4:00 so that I can attend regularly. Looking forward to becoming a contributing member of my new community. Thanks for your attention

Ron Knippel

Career: Retired Operations and Logistics Executive

Education: BS and MS Degrees: – University of Wisconsin (Major - Engineering – Architecture) & Cardinal Stritch University (Major - Operations Management)

Personal: Married to Ellen for 42+ years.

Two children (Ryan, Emily); Three grandchildren (Evelyn, Elenore, and Noah)

Experience: Previous member of Seven Stones Board from 2018 – 2021

Executive member of Wm. K. Walther's Inc. Board of Directors from 2007 – 2024

Parish Trustee – Mary Queen of Heaven Parish – West Allis, WI from 1994 – 2004

Goal: Ellen and I are the original owners of unit 34 in building ten (11 years). Seven Stones is our home and will be for many years. I believe strongly that on-going / proper maintenance, upkeep, and adherence to established norms / rules is essential for all ownership to maintain the highest overall value of our homes. I feel that my background lends itself well to these collective goals.

Scott Sherman

My name is Scott Sherman. My wife, Tracie and I have lived at W250N5048 for over 3 years.

You may have seen me walking my mom's dog, Diva around the community.

I am volunteering for one of the board positions for three reasons:

- 1) Maintain and improve our community so others are attracted to live here
- 2) Improve our property values
- 3) Continuing to grow our reserve funds

Professionally, I have successfully owned/operated multiple businesses for the last 25 years.

Currently I own a gift/souvenir store in Sun Valley Idaho called Country Cousin.

I have extensive experience in working with teams/committees, budgeting, cost analysis and project management.

Personally, I enjoy golfing and skiing and for the last nine years I have volunteered for an 8-week program in the winter at Bridger Bowl Montana skiing with kids with autism. Thank you for your consideration.

The Glen at Seven Stones Condo Association, Inc.

Balance Sheet Comparison: November 30, 2024 vs December 31, 2024

	Last Month	Current Month	Difference
Current Assets			
CIT Operating	\$63,650.48	\$69,509.73	\$5,859.25
Receivables	\$2,700.00	\$3,150.00	\$450.00
Total Current Assets	\$66,350.48	\$72,659.73	\$6,309.25
Reserves			
Pond Reserve Fund	\$1,379.73	\$1,382.82	\$3.09
Associated MM - Reserve	\$118,226.10	\$123,932.40	\$5,706.30
CD-Landmark (12) 5.4.2025 4.22%	\$29,482.85	\$29,797.57	\$314.72
CD-Landmark (13) 12.27.2025 4.22%	\$29,471.95	\$29,847.50	\$375.55
CD-Landmark (14) 06.25.2025 4.98%	\$29,246.24	\$29,614.89	\$368.65
CD-Landmark (16) 9.8.2025 - 4.22%	\$28,525.48	\$28,829.98	\$304.50
CD-Landmark (17) 9.8.2025 - 4.79%	\$28,803.95	\$29,153.11	\$349.16
CD-Landmark (18) 12.26.2026 3.69%	\$54,186.28	\$54,374.00	\$187.72
Total Reserves	\$319,322.58	\$326,932.27	\$7,609.69
Fixed Assets			
Pool & Equipment	\$126.80	\$126.80	-
Total Fixed Assets	\$126.80	\$126.80	\$0.00
Total Assets	\$385,799.86	\$399,718.80	\$13,918.94
	Last Month	Current Month	Difference
Liability			
Accounts Payable	\$132.95	\$5,162.00	\$5,029.05
Prepaid Dues	\$4,125.01	\$6,925.01	\$2,800.00
Accrued Expenses	\$476.03	\$476.03	-
Total Liability	\$4,733.99	\$12,563.04	\$7,829.05
Equity			
Net Profit/Loss	\$49,326.00	\$55,415.89	\$6,089.89
Retained Earnings	\$331,739.87	\$331,739.87	-
Total Equity	\$381,065.87	\$387,155.76	\$6,089.89
Total Liabilities / Equity	\$385,799.86	\$399,718.80	\$13,918.94

The Glen at Seven Stones Condo Association, Inc.

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Income							
Assessment Income							
5001 - Association Dues	25,200.00	25,200.00	-	302,400.00	302,400.00	-	302,400.00
Total Assessment Income	25,200.00	25,200.00	-	302,400.00	302,400.00	-	302,400.00
Other Income							
5038 - SA - Landscaping	-	-	-	(39.38)	-	(39.38)	-
5043 - Clubhouse Rental	-	100.00	(100.00)	720.00	400.00	320.00	400.00
5101 - Interest Income	3.03	-	3.03	40.05	-	40.05	-
5203 - Pond Maintenance	-	-	-	800.00	800.00	-	800.00
5423 - Insurance Claim Income	-	-	-	22,491.11	-	22,491.11	-
Total Other Income	3.03	100.00	(96.97)	24,011.78	1,200.00	22,811.78	1,200.00
Total Income	25,203.03	25,300.00	(96.97)	326,411.78	303,600.00	22,811.78	303,600.00
Operating Expense							
Clubhouse Expenses							
6101 - Electric	144.56	299.62	155.06	3,637.94	3,595.00	(42.94)	3,595.00
6103 - Gas	184.95	200.87	15.92	1,333.34	2,410.00	1,076.66	2,410.00
6106 - Cleaning	600.00	250.00	(350.00)	4,157.81	4,800.00	642.19	4,800.00
6112 - Water/Sewer	155.29	375.00	219.71	2,829.58	4,500.00	1,670.42	4,500.00
6132 - Clubhouse Activities	-	100.00	100.00	-	300.00	300.00	300.00
6134 - Clubhouse Supplies	-	-	-	146.03	675.00	528.97	675.00
Total Clubhouse Expenses	1,084.80	1,225.49	140.69	12,104.70	16,280.00	4,175.30	16,280.00
Administrative Expense							
6212 - Bank Charges	-	-	-	10.00	-	(10.00)	-
6223 - Corporate Income Tax	-	-	-	1,266.00	300.00	(966.00)	300.00
6226 - Reserve Study	-	-	-	4,750.00	4,000.00	(750.00)	4,000.00
6303 - Non-Stock Corp Report	-	-	-	-	10.00	10.00	10.00
6304 - Property Tax	-	280.00	280.00	-	280.00	280.00	280.00
6311 - Management Fee	1,236.00	1,236.00	-	14,832.00	14,832.00	-	14,832.00
6312 - Office Supplies	30.70	54.13	23.43	716.21	650.00	(66.21)	650.00
6941 - Insurance	4,701.01	3,082.38	(1,618.63)	40,332.01	36,989.00	(3,343.01)	36,989.00
Total Administrative Expense	5,967.71	4,652.51	(1,315.20)	61,906.22	57,061.00	(4,845.22)	57,061.00
Utility Expense							
6414 - Water/Sewer	366.75	1,125.00	758.25	7,375.40	13,500.00	6,124.60	13,500.00
6450 - Electric-Common	792.04	737.50	(54.54)	8,819.04	8,850.00	30.96	8,850.00
Total Utility Expense	1,158.79	1,862.50	703.71	16,194.44	22,350.00	6,155.56	22,350.00
Repair and Maintenance Expense							
6530 - Fire System Expense	3,909.94	1,219.37	(2,690.57)	23,799.45	14,632.00	(9,167.45)	14,632.00
6536 - General Maintenance	225.00	916.63	691.63	6,233.61	11,000.00	4,766.39	11,000.00
Total Repair and Maintenance Expense	4,134.94	2,136.00	(1,998.94)	30,033.06	25,632.00	(4,401.06)	25,632.00

The Glen at Seven Stones Condo Association, Inc.

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Operating Expense							
Grounds							
6601 - Refuse Removal	1,706.93	1,590.13	(116.80)	19,082.42	19,082.00	(.42)	19,082.00
6615 - Pool Equipment	-	-	-	-	300.00	300.00	300.00
6622 - Irrigation Maintenance	-	-	-	8,715.47	2,400.00	(6,315.47)	2,400.00
6626 - Pool Maintenance	-	-	-	8,644.10	5,125.00	(3,519.10)	5,125.00
6656 - Snow Removal	5,436.33	5,472.50	36.17	33,975.89	32,835.00	(1,140.89)	32,835.00
6666 - Additional Landscape	-	-	-	5,645.57	9,500.00	3,854.43	9,500.00
6670 - Landscaping - Contract	-	-	-	36,082.06	41,385.04	5,302.98	41,385.04
6671 - Berm Maintenance	1,800.00	379.13	(1,420.87)	4,390.23	4,550.00	159.77	4,550.00
6677 - Pond Maintenance - 70% Glen	-	-	-	305.90	1,330.00	1,024.10	1,330.00
6679 - Pond Maintenance - 30% Subdivision	-	-	-	190.10	570.00	379.90	570.00
Total Grounds	8,943.26	7,441.76	(1,501.50)	117,031.74	117,077.04	45.30	117,077.04
Transfer to Replacement Reserve							
6956 - Transfer to Reserve	5,433.33	5,433.37	.04	65,199.96	65,200.00	.04	65,200.00
Total Transfer to Replacement Reserve	5,433.33	5,433.37	.04	65,199.96	65,200.00	.04	65,200.00
Total Expense	26,722.83	22,751.63	(3,971.20)	302,470.12	303,600.04	1,129.92	303,600.04
Operating Net Total	(1,519.80)	2,548.37	(4,068.17)	23,941.66	(.04)	23,941.70	(.04)

The Glen at Seven Stones Condo Association, Inc.

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Reserve Income							
Reserve Income							
5046 - Reserve Fund Charge	5,433.33	5,433.34	(.01)	65,199.96	65,200.00	(.04)	65,200.00
Total Reserve Income	5,433.33	5,433.34	(.01)	65,199.96	65,200.00	(.04)	65,200.00
Other Income							
5101 - Interest Income	2,176.36	650.00	1,526.36	12,817.61	7,800.00	5,017.61	7,800.00
5214 - Capital Contribution Fee	-	-	-	1,800.00	1,800.00	-	1,800.00
Total Other Income	2,176.36	650.00	1,526.36	14,617.61	9,600.00	5,017.61	9,600.00
Total Income	7,609.69	6,083.34	1,526.35	79,817.57	74,800.00	5,017.57	74,800.00
Reserve Expense							
Reserve Expense							
7105 - Condo Joint Sealant/Masonry	-	-	-	11,250.00	-	(11,250.00)	-
7127 - Trees	-	-	-	-	1,425.00	1,425.00	1,425.00
7194 - Exterior Painting	-	-	-	-	15,500.00	15,500.00	15,500.00
7231 - Mudjacking	-	-	-	-	3,560.00	3,560.00	3,560.00
7251 - Asphalt Repairs/Sealing	-	-	-	9,750.00	21,850.00	12,100.00	21,850.00
7283 - Anti Freeze Replacement	-	-	-	-	7,000.00	7,000.00	7,000.00
7285 - Condo Repainting	-	-	-	22,140.00	-	(22,140.00)	-
7296 - Pond Reserve Expense	-	-	-	-	11,150.00	11,150.00	11,150.00
7326 - Clubhouse Furniture	-	-	-	1,253.34	650.00	(603.34)	650.00
7806 - SA - Mulch	-	-	-	22,150.00	-	(22,150.00)	-
Total Reserve Expense	-	-	-	66,543.34	61,135.00	(5,408.34)	61,135.00
Total Expense	-	-	-	66,543.34	61,135.00	(5,408.34)	61,135.00
Reserve Net Total	7,609.69	6,083.34	1,526.35	13,274.23	13,665.00	(390.77)	13,665.00

The Glen at Seven Stones Condo Association, Inc.

Statement of Revenues and Expenses 12/1/2024 - 12/31/2024

	Current Period			Year To Date			Annual Budget
	Actual	Budget	Variance	Actual	Budget	Variance	
Special Assessment Income							
Other Income							
5033 - Special Assessment Income	-	-	-	18,200.00	19,040.00	(840.00)	19,040.00
Total Other Income	-	-	-	18,200.00	19,040.00	(840.00)	19,040.00
Total Income	-	-	-	18,200.00	19,040.00	(840.00)	19,040.00
Special Assessment Expense							
Reserve Expense							
7806 - SA - Mulch	-	1,586.63	1,586.63	-	19,040.00	19,040.00	19,040.00
Total Reserve Expense	-	1,586.63	1,586.63	-	19,040.00	19,040.00	19,040.00
Total Expense	-	1,586.63	1,586.63	-	19,040.00	19,040.00	19,040.00
Special Assessment Net Total	-	(1,586.63)	1,586.63	18,200.00	-	18,200.00	-
Net Total	6,089.89	7,045.08	(955.19)	55,415.89	13,664.96	41,750.93	13,664.96



THE GLEN AT SEVEN STONES
OFFICIAL BALLOT – DECEMBER 2025 BOARD ELECTIONS
Meeting Date: December 8, 2025

PROXY BALLOT

I, the undersigned, being an owner in title of a condominium unit located in The Glen at Seven Stones,
hereby appoint

or, if left blank, the Secretary of the HOA of The Glen at Seven Stones,
as my proxy to vote on my behalf at the Annual Meeting of The Glen at Seven Stones Homeowners
Association to be held at the clubhouse on December 8, 2025 at 6:00 PM, and at any adjournment thereof.
This proxy authorizes my representative to vote and undertake any decision or resolution at said meeting or
any continuation thereof.

Date: _____

Signature of Proxy: _____

Signature of Owner: _____

Unit #: _____

CANDIDATES

(Vote for no more than three by marking an "X" next to the candidate name)

- ☐ Carrie Ekey
- ☐ Connie Plaumann
- ☐ Nancy Papa-Ruppert
- ☐ Ron Knippel
- ☐ Scott Sherman

Write-in Candidate:

☐ _____