

**DISCLOSURE MATERIALS
STONEY CREEK, A CONDOMINIUM
665-724 STONEY CREEK COURT
WEST BEND, WI 53095**

**DECLARANT: STAR DEVELOPMENT I, LLC
4716 NEY' A TI COURT
WEST BEND, WI 53095**

- 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 BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS 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.**

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The disclosure materials which the Seller is required by law to provide to each prospective condominium unit purchaser contain the following documents and exhibits:

1. **Declaration.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins at page 1-1 of these disclosure materials.
2. **By-Laws.** The By-Laws contain rules which govern the Association and affect the rights and responsibilities of unit owners. The By-Laws begin at page 2-1 of these disclosure materials.
3. **Management or Employment Contracts.** Certain services may be provided to the condominium through contracts with individuals or private firms. Discussion of these items begins at page 3-1 of these disclosure materials.
4. **Projected Annual Operating Budget.** The Association incurs expenses for the operation of the condominium which are assessed to and paid monthly by the unit owners. The projected operating budget is an estimate of those charges which are in addition to individual unit owner mortgage, insurance, utility and real estate tax payments. The budget begins at page 4-1 of these disclosure materials.
5. **Rules and Regulations.** The Condominium Association is empowered to establish reasonable rules and regulations governing the use of the units and the common elements. The initial rules and regulations are set forth beginning at page 5-1 of these disclosure materials.
6. **Floor plan and plat.** The Seller has provided a floor plan of the unit being offered for sale and a plat of the condominium which shows the locations of the units and all facilities and common elements which are part of the condominium. The floor plan and plat are shown beginning at page 6-1 of these disclosure materials.

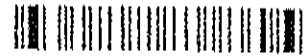
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WEST BEND, WISCONSIN

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DECLARATION

Recorded
NOV. 02, 2001 AT 03:45PMDOROTHY C. GONNERING
REGISTER OF DEEDS
WASHINGTON COUNTY, WI
Fee Amount: \$49.00

Return to:

Atty. Jack A. Enea
Schloemer, Alderson, Spella
Muehlbauer & Enea, S.C.
101 South 6th Avenue
West Bend, WI 53095

STONE CREEK, A CONDOMINIUM
665-724 STONEY CREEK COURT
WEST BEND, WI 53095

49-20

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Star Development I, LLC, a Wisconsin Limited Liability Company, 4716 Ney' A Ti Court, West Bend, Wisconsin, hereinafter referred to as "Declarant."

ARTICLE I
ESTABLISHMENT

Section 1.1 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration and the By-Laws of the Stonewood Village Condominium Owners' Association (hereinafter the "Association").

Section 1.2 - Name and Address. The name by which this condominium shall be known is "Stoney Creek, A Condominium" and its street address is 665, 675, 685, 686, 720, 723 and 724 Stoney Creek Court, West Bend, Wisconsin.

Section 1.3 - Description of Land. The land which is the subject of this Declaration is described as follows:

Lot 1 of Certified Survey Map No. 5106 as recorded in the Washington County Registry in Volume 35 of Certified Survey Maps on pages 273-279 as Document No. 826379.

Section 1.4 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a condominium plat entitled "Stoney Creek, A Condominium" consisting of three (3) sheets, certified on August 29, 2001 by David J. Leininger, R.L.S.. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.5 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the sole purpose of recording the actual location of any unit or building or other common element improvement which may deviate from the planned location shown on the plat.

ARTICLE 2 CONDOMINIUM BUILDINGS

Section 2.1 - Location of Buildings. The buildings are or will be located on the property as depicted on the condominium plat.

Section 2.2 - Building Identification System. The buildings containing the condominium living units shall each be assigned a post office building number and street address as follows:

Building	Address
1	724 Stoney Creek Court
2	720 Stoney Creek Court
3	686 Stoney Creek Court
4	665 Stoney Creek Court
5	675 Stoney Creek Court
6	685 Stoney Creek Court
7	723 Stoney Creek Court

Section 2.3 - Description of Buildings. Each building will contain at least four units and will be substantially the same size, style and configuration. Each building is of wood frame construction on concrete slab with attached garages. The exterior is finished with vinyl siding, brick and asphalt shingles. Each building will have four two-story units with attached two-stall garages. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE 3 CONDOMINIUM UNITS

Section 3.1 - Unit Defined. A condominium unit is that portion of the building intended for private use and occupancy as a residential dwelling, consisting of one or more floors and having outer boundaries formed by and including the interior surface materials (i.e., drywall, paneling, tiling and floor coverings) of the perimeter walls, floors and ceilings. Each unit includes its attached

garage, the unit fixture. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.5 of this Declaration.

Section 3.2. - Number of Units. There are a total of 28 units in the condominium.

Section 3.3 - Description of Units. The floor plan is approximately 1806 square feet. Each of the units has a kitchen, dining area, living room, two bedrooms, loft, two and one-half bathrooms, utility room, storage room and a two-stall garage.

Section 3.4 - Unit Fixtures. Each unit includes the following fixtures: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, lighting fixtures, floor coverings, plumbing fixtures, heating and air conditioning systems, water heater, exhaust fans, range hood, fireplace and other built-in or permanent improvements and appliances within the unit boundaries.

Section 3.5 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number. The unit identification numbers, which shall be used and shall be legally sufficient for all conveyance purposes, are set forth in Exhibit A to this Declaration.

Section 3.6 - Completion of Units. All units, whether owned by the Declarant or a successor to the Declarant, shall be constructed and completed within five years of the date this Declaration is recorded. Units not completed within said five years shall be removed from the condominium in accordance with the Act unless the time period is extended in accordance with the Act.

Section 3.7 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.4 of this Declaration.

Section 3.8 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE 4 COMMON ELEMENTS AND FACILITIES

Section 4.1 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article 3 of this Declaration, and including, without limitation, the following:

- (1) The land described in Section 1.3 of this Declaration.

- (2) The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, foundations, structural support systems, garages, exterior finish materials, entry stoops, porches, decks and patios.
- (3) The electric, telephone, communication, gas, water, sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls, including specifically the private sanitary sewer mains and water mains within the condominium to which building laterals are connected.
- (4) The private roadway serving the buildings and the lighting thereof; also the driveways and sidewalks.
- (5) The lawn and landscape areas and improvements, including lawn watering faucets located on Buildings 1 through 7 which are separately metered to the Association.
- (6) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners, including the signs described in Section 8.3 of this Declaration.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article 5 of this Declaration.

X **Section 4.2 - Percentage Interest.** Each unit owner shall have an undivided 1/28 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.3 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.4 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE 5 LIMITED COMMON ELEMENTS

Section 5.1 - Limited Common Elements. Certain common elements which are contiguous to a unit shall be known as limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

- (1) Those common elements, if any, identified as limited common elements on the condominium plat.

- (2) The electric, telephone, communication and gas lines or pipes from the utility or public easement to the service board or service connection in the unit.
- (3) Patios and front porch immediately adjacent to and having access directly from a unit.
- (4) The approach in front of the two-stall garage attached to a unit is limited to use by the unit owner or guests or invitees of the unit owner.
- (5) A five-foot area adjacent to the patios for the purpose of planting flowers, vegetables or plantings. This is an optional area that the unit owner may use and maintain, but is not mandatory.
- (6) Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.2 - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units to which they appertain and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance instrument.

ARTICLE 6 REPAIRS AND MAINTENANCE

Section 6.1 - Common Elements. The Association shall, subject to Section 6.2 hereof, be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition; provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant shall be assessed to such unit.

Section 6.2 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in good, safe, clean, attractive and sanitary condition and order satisfactory to the Association. If, after notice from the Association, a unit owner has failed to timely maintain, repair or replace a limited common element appurtenant to his or her unit, the Association may do so.

Section 6.3 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures as identified in Section 3.3 of this Declaration.

Section 6.4 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.5 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not

perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement or hereditament.

Section 6.5 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE 7 ASSESSMENTS FOR COMMON EXPENSES

Section 7.1 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.2 - Common Expenses. Common expenses are defined as follows:

- (1) All sums lawfully assessed against the unit owners by the Association.
- (2) Expenses declared common expenses by the Act, by this Declaration or the By-Laws.
- (3) Amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.3 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.2 of this Declaration. Expenses incurred by the Association in accordance with Section 6.1 of this Declaration to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant shall be accounted for separately and shall be charged to the unit owners responsible therefor.

Section 7.4 - Limited Common Expenses. Expenses incurred by the Association for the maintenance, repair or replacement of limited common elements in accordance with Section 6.2 of this Declaration may be accounted for separately and charged to the respective unit owners.

Section 7.5 - Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments, regular or

special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

Section 7.6 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.2 of this Declaration, except that such assessments may vary from unit to unit and building to building as a consequence of the computations made pursuant to Sections 7.4 hereof.

Section 7.7 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.8 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.2 of this Declaration.

Section 7.9 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or unpredicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.10 - Liability for Assessments upon Conveyance.

- (1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.
- (2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Sections

7.11 and 7.12 hereof for any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within 10 business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Sections 7.11 and 7.12 hereof prior to the request for the statement.

Section 7.11 - Lien for Assessments. All assessments levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two-year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.12 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

- (1) Liens of general and special taxes.
- (2) Liens of a first mortgage recorded prior to the making of the assessment.
- (3) Construction liens filed prior to the making of the assessment.
- (4) All sums unpaid on any veteran secondary mortgage loan made under §45.79, Stats.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens.

Section 7.13 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after 10 days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.14 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to

time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.15 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant, as a unit owner, shall not be liable for any annual or special assessment under this Article as to any unit which is not occupied, leased or sold by the Declarant except for the payment of a standby charge sufficient to cover the costs of Association insurance attributable to such unit plus \$5.00 per month, until such unit has been sold or leased. Such standby charge shall accrue as to each such unit from the date of the issuance of the occupancy permit for the unit.

ARTICLE 8 COVENANTS ON USE AND OCCUPANCY

Section 8.1 - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.2 - Construction Activities. During the initial period of construction of the buildings and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said buildings and all common elements of the condominium as may be required in connection with such construction.

Section 8.3 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except as permitted by Association rules or regulations, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the sale of unsold units.

The Association shall maintain the sign which is placed by the developer at the entrance to Stoney Creek Court which identifies the condominium. In addition, the Association shall be responsible for one-third of the maintenance costs of the signs located on County Highway 1 identifying the entrances to the Villages of Country Creek. There shall be one sign at each intersection of Country Creek Circle with County Highway 1.

Section 8.4 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.5 - Occupancy Restrictions. No unit shall be occupied by more than five persons.

Section 8.6 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict accordance with rules and regulations which may be adopted by the Association regarding the same.

Section 8.7 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than three motor vehicles (including motorcycles) on the condominium. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.8 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. All motor vehicles must be licensed and operable.

Section 8.8 - Recreational Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, boats, campers, trucks over one ton capacity, snowmobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by the rules and regulations of the Association.

Section 8.9 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 - Insurance & Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device, except that with written Association approval, an owner may install a satellite dish or like antenna for television reception.

Section 8.12 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association, except that with written Association approval, an owner may install a satellite dish or like antenna for television reception.

Section 8.13 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one month. The owner of a leased unit shall notify the Association of the tenant's name and telephone number.

Section 8.14 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE 9 REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.1 - Compliance Required. Every unit owner and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 9.2 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.3. - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE 10 INSURANCE

Section 10.1 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property [as that term is defined in the Act] against loss or damage by fire or other hazard and against liability claims. The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.2 of this Declaration. The amount of protection and the types of hazards to be covered shall be reviewed at least annually by the Association and the amount of coverage may be increased or decreased at any time as deemed appropriate by the Association to conform to the requirements of the Act and Section 10.3 hereof. The provisions of this section and any insurance provided pursuant hereto shall be

without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy provided by reason of this section.

Section 10.2 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 4.2 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.7 of this Declaration which is payable on a monthly basis.

Section 10.3 - Coverage. The Association shall provide the following types of insurance coverage:

- (1) **Property Insurance.** All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such 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 30 days prior written notice to the Association giving it an opportunity to cure the defect within that time.
- (2) **Liability Insurance.** Public liability insurance in such amounts and with such other coverage as shall be determined by the Board of Directors of the Association including, but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner. Such policy shall insure each unit owner, the Association, its officers, directors, the Declarant, the manager or managing agent of the condominium and their respective employees and agents from liability in connection with the common elements and shall also insure the officers and directors of the Association from liability for good faith action beyond the scope of their respective authorities.
- (3) **Workers Compensation.** Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.
- (4) **Other Insurance.** Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

Section 10.4 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the

condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.5 - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering their respective units and following items:

- (1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the fixtures, decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.
- (2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.3 hereof.

Section 10.6 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE 11 RECONSTRUCTION

Section 11.1 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least 75% of the unit owners and their mortgagees and within 90 days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.2 - Variances. 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 from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 11.3 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article 10 of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE 12 ASSOCIATION OF UNIT OWNERS

Section 12.1 - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Stoney Creek Condominium Owners' Association (herein the "Association").

Section 12.2 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.3 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

- (1) Adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners.
- (2) Employ and dismiss employees and agents.
- (3) Sue on behalf of the unit owners.
- (4) Make contracts and incur liabilities.
- (5) Cause additional improvements to be made as a part of the common elements.
- (6) Grant easements through or over the common elements.
- (7) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building.
- (8) Enforce the obligation of unit owners to maintain and repair limited common elements.
- (9) Obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the common elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts.

- (10) Obtain and pay for legal and accounting services necessary or desirable in connection with operation of the common elements or the administration of this Declaration.
- (11) Acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element.
- (12) Establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration.
- (13) Contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services.
- (14) Exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.4 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

- (1) The Association shall maintain a roster of names and addresses of the current unit owners to whom the notice of meetings of the Association shall be sent.
- (2) Each unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.
- (3) No regular or special meeting of the Association may be held except on at least 10 days written notice delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by all owners of a unit.

Section 12.5 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association or exercise the powers and responsibilities otherwise assigned by the Act, this Declaration or the By-Laws to the Association or to its officers for a period ending three years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or 30 days after the conveyance of 75% of the common element interests to purchasers, whichever shall first occur.

Section 12.6 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any

contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.2 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE 13 EASEMENTS AND ENCROACHMENTS

Section 13.1 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 13.2 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, his successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.3 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the 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 or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; 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 owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 14.2 - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner

may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

Section 14.3 - Covenants to Run with Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance,, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 14.4 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 14.5 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) is asserted by unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) is made on account of injury to person or damage to or loss of property, wherever located and however caused.

Section 14.6 - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 14.7 - Amendment of Declaration.

- (1) This Declaration may be amended with the written consent of at least two-thirds of the unit owners. Unit owners' written consent is not effective unless it is approved by the mortgagee of the unit, if any.
- (2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Washington County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 14.8 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 14.9 - Service of Process. At the time of the adoption of this Declaration., the registered agent for service of process shall be Kerry J. Kell, 4716 Ney' A Ti Court, West Bend, Wisconsin 53095. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Clerk of the municipality in which the condominium is located.

IN WITNESS WHEREOF, the said Declarants have executed this Declaration on the 26 day of Oct, 2001.

STAR DEVELOPMENT I, LLC

By: Donald G. Kuechler
Donald G. Kuechler, Member

By: Kerry J. Kell
Kerry J. Kell, Member

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 26 day of Oct, 2001, the above named Donald G. Kuechler and Kerry J. Kell, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Jack A. Enea
Jack A. Enea
Notary Public, Washington Co., Wis.
My Commission is permanent.

This instrument was drafted by
Atty. Jack A. Enea
of
SCHLOEMER, ALDERSON, SPELLA
MUEHLBAUER & ENEA, S.C.
101 South Sixth Avenue, West Bend, WI 53095

EXHIBIT A

Building Number	Unit Number	Street Address	Tax Key Number
1	1-1	724 Stoney Creek Court	C13-16102-0000-0000
1	1-2	724 Stoney Creek Court	C13-16103-0000-0000
1	1-3	724 Stoney Creek Court	C13-16104-0000-0000
1	1-4	724 Stoney Creek Court	C13-16105-0000-0000
2	2-1	720 Stoney Creek Court	C13-16106-0000-0000
2	2-2	720 Stoney Creek Court	C13-16107-0000-0000
2	2-3	720 Stoney Creek Court	C13-16108-0000-0000
2	2-4	720 Stoney Creek Court	C13-16109-0000-0000
3	3-1	686 Stoney Creek Court	C13-16110-0000-0000
3	3-2	686 Stoney Creek Court	C13-16111-0000-0000
3	3-3	686 Stoney Creek Court	C13-16112-0000-0000
3	3-4	686 Stoney Creek Court	C13-16113-0000-0000
4	4-1	665 Stoney Creek Court	C13-16114-0000-0000
4	4-2	665 Stoney Creek Court	C13-16115-0000-0000
4	4-3	665 Stoney Creek Court	C13-16116-0000-0000
4	4-4	665 Stoney Creek Court	C13-16117-0000-0000
5	5-1	675 Stoney Creek Court	C13-16118-0000-0000
5	5-2	675 Stoney Creek Court	C13-16119-0000-0000
5	5-3	675 Stoney Creek Court	C13-16120-0000-0000
5	5-4	675 Stoney Creek Court	C13-16121-0000-0000
6	6-1	685 Stoney Creek Court	C13-16122-0000-0000
6	6-2	685 Stoney Creek Court	C13-16123-0000-0000
6	6-3	685 Stoney Creek Court	C13-16124-0000-0000
6	6-4	685 Stoney Creek Court	C13-16125-0000-0000
7	7-1	723 Stoney Creek Court	C13-16126-0000-0000
7	7-2	723 Stoney Creek Court	C13-16127-0000-0000
7	7-3	723 Stoney Creek Court	C13-16128-0000-0000
7	7-4	723 Stoney Creek Court	C13-16129-0000-0000

CONSENT OF MORTGAGE HOLDER

M&I FIRST NATIONAL BANK, West Bend, Wisconsin, holder of the following mortgage from Star Development I, LLC, dated 1-7-99 and recorded in the office of the Washington County Register of Deeds on 2-8-99 as Document No. 813751 hereby consents to the execution and recording of the Declaration creating Stoney Creek, A Condominium and hereby submits its mortgage described above to the foregoing Declaration.

IN WITNESS WHEREOF, the said M&I First National Bank has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at West Bend, Wisconsin this 26th day of October, 2001.

M&I FIRST NATIONAL BANK

BY:

James L. Sebern
Vice President

James L. Sebern

BY:

Michael J. Vogel
Asst. Vice President

Michael J. Vogel

STATE OF WISCONSIN)

: SS.

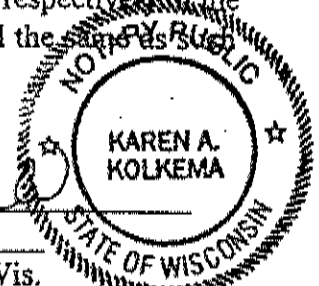
WASHINGTON COUNTY)

Personally came before me this 26th day of October 2001, the above named James L. Sebern and Michael J. Vogel, Vice President (office) and Asst Vice President (office), respectively of the above corporation, to me known to be such persons and officers who executed the deed as officers as the deed of said corporation, by its authority.

Karen A. Kolkema
Karen A. Kolkema

Notary Public, Washington Co., Wis.

My Commission expires 11-24-02



**BY-LAWS
OF
STONEY CREEK CONDOMINIUM OWNERS' ASSOCIATION
WEST BEND, WISCONSIN**

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BY-LAWS
OF
STONEY CREEK CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 - Unincorporated Association. The affairs of this condominium shall be governed by an unincorporated association of its unit owners known as Stoney Creek Condominium Owners' Association, hereinafter the "Association."

Section 1.2 - Mailing Address. The Association's mailing address shall be the home address of its President.

Section 1.3 - Declarant Control. The affairs of the condominium and the Association shall be subject to control by the Declarant as set forth in Section 12.5 of the Declaration.

Section 1.4 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.5 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.6 - Corporate Law. The provisions of Wisconsin corporate law shall govern the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

ARTICLE 2
ASSOCIATION MEMBERSHIP

Section 2.1 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent. The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.2 hereof.

Section 2.2 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to

designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.3 - Certificate of Membership. The Board of Directors may issue membership certificates to the persons or entities owning units, but such certificates shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE 3 ASSOCIATION MEETINGS

Section 3.1 - Initial Meetings.

- A. Prior to the conveyance of 25% of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least 25% of the Directors. Prior to the conveyance of 50% of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least 33-1/3% of the Directors.
- B. The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under A. shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.
- C. Not later than 45 days after the expiration of the period of Declarant control, the Association shall hold a meeting and the unit owners shall elect all of the Directors of the Association.

Section 3.2 - Annual Meetings. The first annual meeting shall be held in the month of November of the year in which the meeting convened in accordance with Section 3.1(C) of these By-Laws is held. Each subsequent annual meeting shall, as determined by the first annual meeting, be held on the same day of the same month of each year thereafter.

Section 3.3 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth of all of the votes.

Section 3.4 - Place of Meetings. All meetings shall be held at the condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.5 - Notice of Meetings. No regular, annual or special meeting of the Association may be held except on at least 10 days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice

shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, 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 shall be present or be represented.

Section 3.7 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.8 - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.9 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE 4 BOARD OF DIRECTORS

Section 4.1 - Number The affairs of this Association shall be managed by a Board of 3 Directors.

Section 4.2 - Term of Office. The initial Directors shall take office upon election and shall serve terms on the following basis: one Director shall serve for a term of 1 year, one Director shall serve for a term of 2 years and one Director shall serve for a term of 3 years. Thereafter, Directors shall be elected for 3-year terms.

Section 4.3 - Removal. Any Director may be removed from the Board with or without cause, by a vote of $\frac{2}{3}$ of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.4 - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.5 - Nomination. Nominations for Directors shall be made by a Nominating Committee of three voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.6 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.7 - Limitations. Not more than one Director may be a non-unit owner.

ARTICLE 5 MEETING OF DIRECTORS

Section 5.1 - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two Directors after not less than 10-days' notice to each Director.

Section 5.3 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 - 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. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.5 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE 6 POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the

Association by the Act, or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.2 - Specified. The Board of Directors shall have the specific power and duty to:

- A. Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing 67% of the units at any annual or special meeting if written notice thereof is given to all members at least 10 days before the date of such meeting.
- B. Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- C. Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.
- D. Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.
- E. Prepare on or before November 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.
- F. Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.
- G. Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of interest which has been fixed by the Board of Directors to be charged on unpaid assessments.

- H. Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.
- I. Secure and maintain adequate policies of insurance as required by the Declaration.
- J. Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.
- K. Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.
- L. Levy special assessments as authorized by the Declaration, provided that:
 - 1. a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and
 - 2. such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.
- M. Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.
- N. Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.
- O. Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

Section 6.3 - Acquiring and Conveying Property. The Board of Directors may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required purchase or mortgage payments. Decisions

respecting the acquisition or conveyance of Association property shall require the approval of 67% of the unit owners.

Section 6.4 - Borrowing Money. The Board of Directors shall not borrow money on behalf of the Association unless authorized to do so by at least 67% of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE 7 OFFICERS AND THEIR DUTIES

Section 7.1 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.3 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.4 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.5 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.7 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 7.4 hereof.

Section 7.8 - Duties. The duties of the officers are as follows:

- A. **President.** The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.

- B. **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.
- C. **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.
- D. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

ARTICLE 8 COMMITTEES

Section 8.1 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.2 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.5 of these By-Laws.

Section 8.3 - Architectural and Landscape Control. The Board of Directors shall appoint an Architectural and Landscape Control Committee of at least three unit owners who shall discharge the responsibilities assigned to that committee by the Declaration. Such committee members shall serve for such terms as the Board may determine. In the alternative, the Board of Directors may serve as the Architectural and Landscape Control Committee.

ARTICLE 9 COMMON EXPENSES

Section 9.1 - Illustrative List. The common expenses set forth in Section 9.2 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed

in Section 9.2 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.2 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

- A. maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.
- B. snow removal from all of the sidewalks and parking areas and private drives of the condominium.
- C. providing garbage, rubbish and trash collection.
- D. providing water, sewer, electrical, gas and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.
- E. property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.
- F. the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.
- G. providing such legal and accounting services as may be considered necessary to the operation of the condominium.
- H. acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.
- I. any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.
- J. any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE 10 AMENDMENTS

Section 10.1 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least 10 days prior to the annual or special Association meeting at which they will be considered.

Section 10.2 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having 67% or more of the votes.

MANAGEMENT OR EMPLOYMENT CONTRACTS

The Board of Directors of the Home Owners Association has not entered into any major contracts for maintenance.

RULES AND REGULATIONS

1. **PETS.** No pets, animals, livestock, poultry or birds of any kind shall be kept in any unit or on the common areas except for birds which are kept in household cages and fish and other aquatic creatures which are kept in a household aquarium except for units within a designated pet building. Such designated unit owner may keep one pet dog weighing 30 pounds or less or not more than two neutered cats. The Declarant shall designate the building or buildings to be pet buildings, some of which may be designated for cats only. An owner is the only person who may keep a pet in any unit.
2. **PARKING.** It is the Intent of the Association that unit owner and occupant motor vehicles should be parked within the garages. Motor vehicles shall not be parked outside of garages, except that temporary parking (not to exceed two hours) is permitted outside of a two-stall garage, within 18 feet of the garage door, for vehicle cleaning and unloading. However, vehicles owned by the unit owner and not used in business, designed to be handicap accessible which don't fit into the garage may be parked on the driveway. In any event, motorcycles and mopeds must be parked in a garage at all times.

Parking for guests is available on Stoney Creek Court in designated stalls only (subject to City of West Bend parking rules), or on the approach to the garage of the unit owner they are visiting or parking on Country Creek Circle (subject to City of West Bend parking rules).

In no event shall an owner, occupant or guest park a vehicle in a manner which will block vehicular accessways within the condominium or which will block access to the refuse and garbage receptacle by the company hired to remove garbage and refuse.
3. **GARBAGE AND REFUSE.** All garbage and refuse is to be in clear plastic bags and to be placed in the proper receptacle provided by the Association for pickup by the disposal company. Unit owners and occupants are responsible to remove from the property any material which the disposal company will not pick up.
4. **LAUNDRY.** Owners and occupants are not permitted to place laundry poles or lines of any type, whether temporary or permanent, outside of the exterior walls of the building. In addition, porches and patios shall not be used for drying laundry.
5. **STORM DOORS.** Unit owners may not install storm doors to the exterior doorways of their units unless the color and style of the door has been approved by the Declarant (during the period of Declarant control) or the Association. Storm doors will not be permitted unless all unit owners having doors on the same elevation agree to install the same style and color door. It is understood that such doors become a part of the common elements of the

condominium, but the cost of installation, repair and replacement is to be borne by the respective unit owners.

6. **"FOR SALE" SIGNS.** Signs offering a unit for resale shall be limited to one window sign not larger than 24" x 30".

7. **MOPEDS.** The owners or occupants of a unit shall not keep more than two mopeds on the condominium property and shall keep them in their garages when not in use.

Stoney Creek Condominium Association

Existing rules regarding parking at Stoney Creek are defined in both the Declaration and the Rules & Regulations, as outlined below:

Excerpted from the: Declaration, Stoney Creek, A Condominium

Article 8, COVENANTS ON USE AND OCCUPANCY

Section 8.7—Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than three motor vehicles (including motorcycles) on the condominium. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.8 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. All motor vehicles must be licensed and operable.

Section 8.8—Recreational Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, boats, campers, trucks over one ton capacity, snowmobiles, motored bikes or other commercial or recreation-type vehicles, except as permitted by the rules and regulations of the Association.

Excerpted from the: Rules & Regulations, as Amended by the Association in October 2005

2. **PARKING.** It is the Intent of the Association that unit owner(s) and occupant(s) motor vehicles should be parked within the garages. Motor vehicles parked outside of garages should be parked within 18 feet of the garage door during daylight hours. Vehicles kept outside overnight should be parked in the street (Country Creek Circle) or in the visitors parking stalls in Stoney Creek Court, provided there are empty stalls not being used by visitors. Residents, who have their extra vehicle parked in the visitor parking stalls during winter months, will have to move them prior to any snow plowing of those stalls.

Vehicles owned by the unit owner and not used in business, designed to be handicap accessible which don't fit into the garage may be parked on the driveway.

All commercial vehicles of any kind or description, including but not limited to campers, trailers, boats, jet skis or all terrain vehicles are prohibited from parking on any portion of the Association property. An owner may request, in writing, a seven-day waiver of this policy from the Board of Directors.

Under special circumstances, the Association may impose conditions upon the keeping of particular vehicles. Unit owners must contact the Board of Directors concerning any special request.

Parking for guests is available on Stoney Creek Court in designated stalls only, or on the approach to the garage of the unit owner they are visiting, or on Country Creek Circle, (subject to City of West Bend parking rules).

In no event shall an owner, occupant, or guest park a vehicle in a manner which will block vehicular access ways within the condominium or which will block access to the refuse and garbage receptacle by the company hired to remove garbage and refuse.

Vehicle owners are responsible for any damage caused by their vehicle.

The speed limit on the Association road is ten miles per hour.

Stoney Creek A Condominium

Lot 1 of Certified Survey Map No. 5106 as recorded in the Washington County Registry in Volume 35 of Certified Survey Maps on pages 275-279, as Document No. 826379, being part of Parcel 2 of Certified Survey Map No. 3919, as recorded in Volume 25 on pages 61-65 of "Certified Survey Maps of Washington County" and part of Lot 1 of Certified Survey Map No. 2781, as recorded in Volume 15 on pages 250-251 of "Certified Survey Maps of Washington County", all lying in Government Lot 7, of Section 18, Township 11 North, Range 20 East, City of West Bend, Washington County, Wisconsin.

Building	Address
Building 1	721 Stoney Creek Court
Building 2	720 Stoney Creek Court
Building 3	688 Stoney Creek Court
Building 4	675 Stoney Creek Court
Building 5	673 Stoney Creek Court
Building 6	685 Stoney Creek Court
Building 7	713 Stoney Creek Court

Developer:
Star Development I, LLC
4714 Hwy A 71 Ct.
West Bend, WI 53090

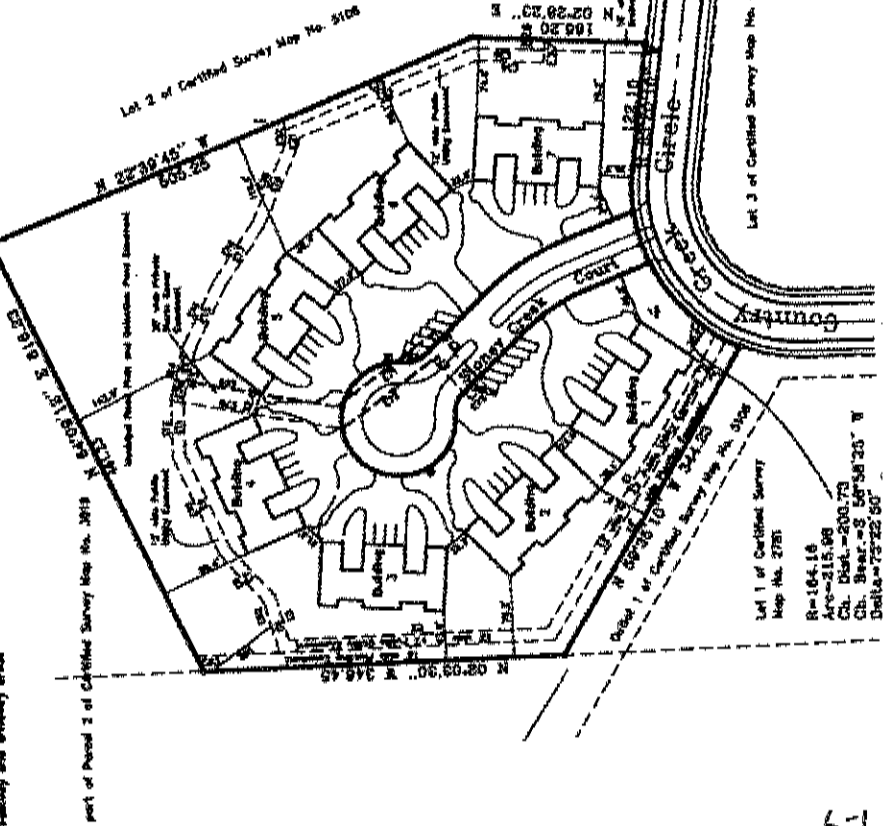
Surveyor:
Associated Surveyors
1463 Hwy 33 W.
West Bend, WI 53095

Unified Common Element:

patio, porch, and 20' parking area
(see building deck)

Common Element:

patio and driveway area



Surveyor's Certificate:

I hereby certify that by the division of the aforesaid, I have surveyed, and mapped the land shown and described herein and that this is a true and correct representation of the land shown, and that the measurements and location of each unit and the common elements can be determined from this plan.

Dated this ____ day of _____, 2001.
David J. Lehniger, S-2283

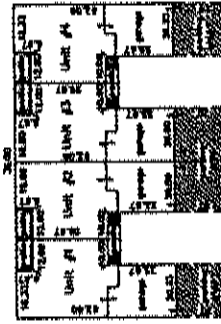
Line Table

NUMBER	DIRECTION	DISTANCE
E1	N 89°35'10" W	372.32
E2	N 89°35'10" W	334.25
E3	N 89°35'10" W	344.88
E4	N 89°35'10" W	344.88
E5	N 89°35'10" W	344.88
E6	N 89°35'10" W	344.88
E7	N 89°35'10" W	344.88
E8	N 89°35'10" W	344.88
E9	N 89°35'10" W	344.88
E10	N 89°35'10" W	344.88
E11	N 89°35'10" W	344.88
E12	N 89°35'10" W	344.88
E13	N 89°35'10" W	344.88
E14	N 89°35'10" W	344.88
E15	N 89°35'10" W	344.88
E16	N 89°35'10" W	344.88
E17	N 89°35'10" W	344.88
E18	N 89°35'10" W	344.88
E19	N 89°35'10" W	344.88
E20	N 89°35'10" W	344.88
E21	N 89°35'10" W	344.88
E22	N 89°35'10" W	344.88
E23	N 89°35'10" W	344.88
E24	N 89°35'10" W	344.88
E25	N 89°35'10" W	344.88
E26	N 89°35'10" W	344.88
E27	N 89°35'10" W	344.88
E28	N 89°35'10" W	344.88
E29	N 89°35'10" W	344.88
E30	N 89°35'10" W	344.88
E31	N 89°35'10" W	344.88
E32	N 89°35'10" W	344.88
E33	N 89°35'10" W	344.88
E34	N 89°35'10" W	344.88
E35	N 89°35'10" W	344.88
E36	N 89°35'10" W	344.88
E37	N 89°35'10" W	344.88
E38	N 89°35'10" W	344.88
E39	N 89°35'10" W	344.88
E40	N 89°35'10" W	344.88
E41	N 89°35'10" W	344.88
E42	N 89°35'10" W	344.88
E43	N 89°35'10" W	344.88

There are no objections to this plan with respect to Sec. 703.115 Wis. Stats.

Certified,
Erion W. Breithorn, Washington County Real Property Lessor/LES Manager

Proposed 4 Family
Scale 1" = 40'

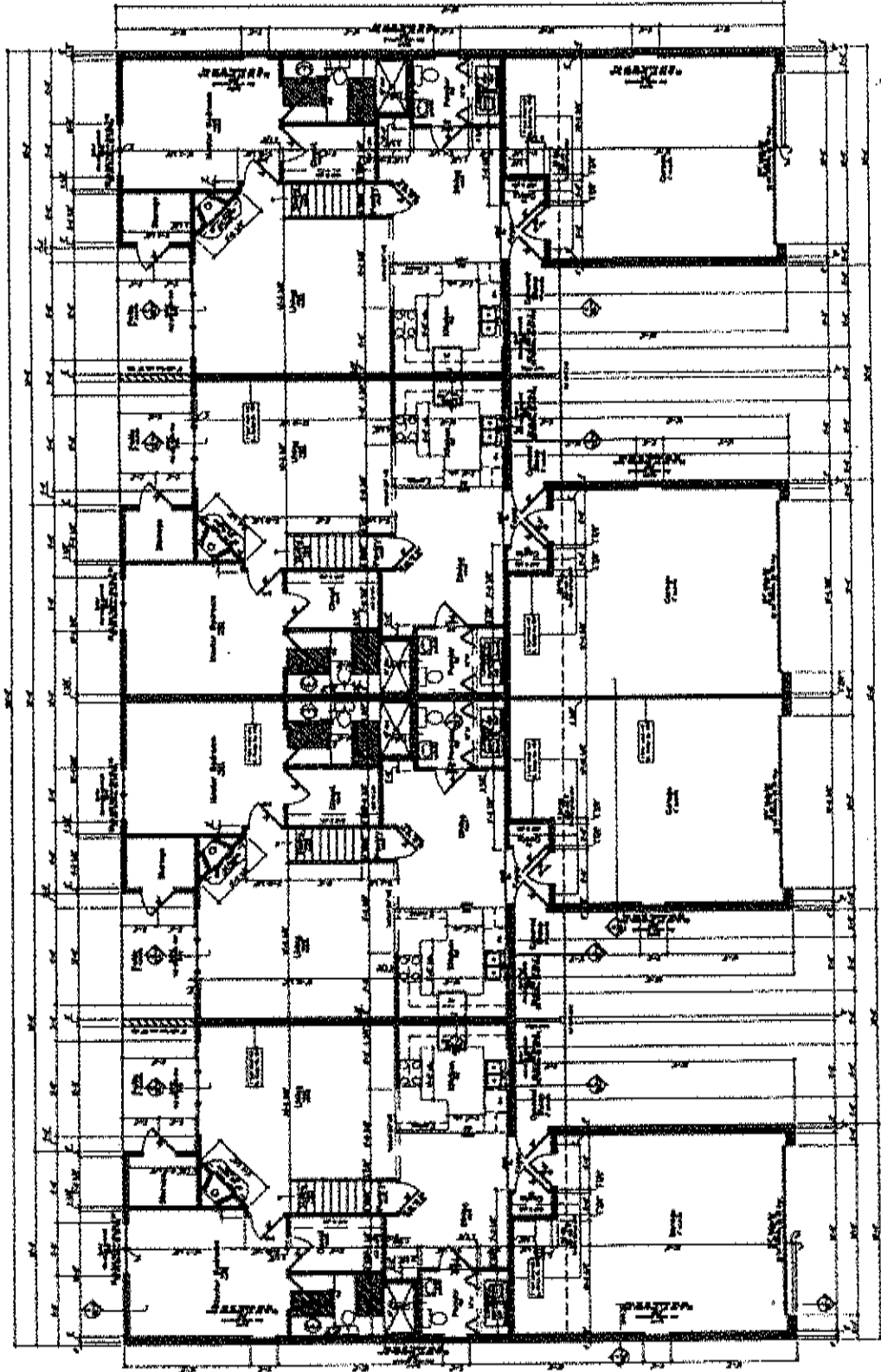


Setbacks are referenced to the Wisconsin Coordinate Grid System, South Zone.



Scale in feet
1" = 100'

Stoney Creek A Condominium Washington County, Wisconsin



1st Floor Plan

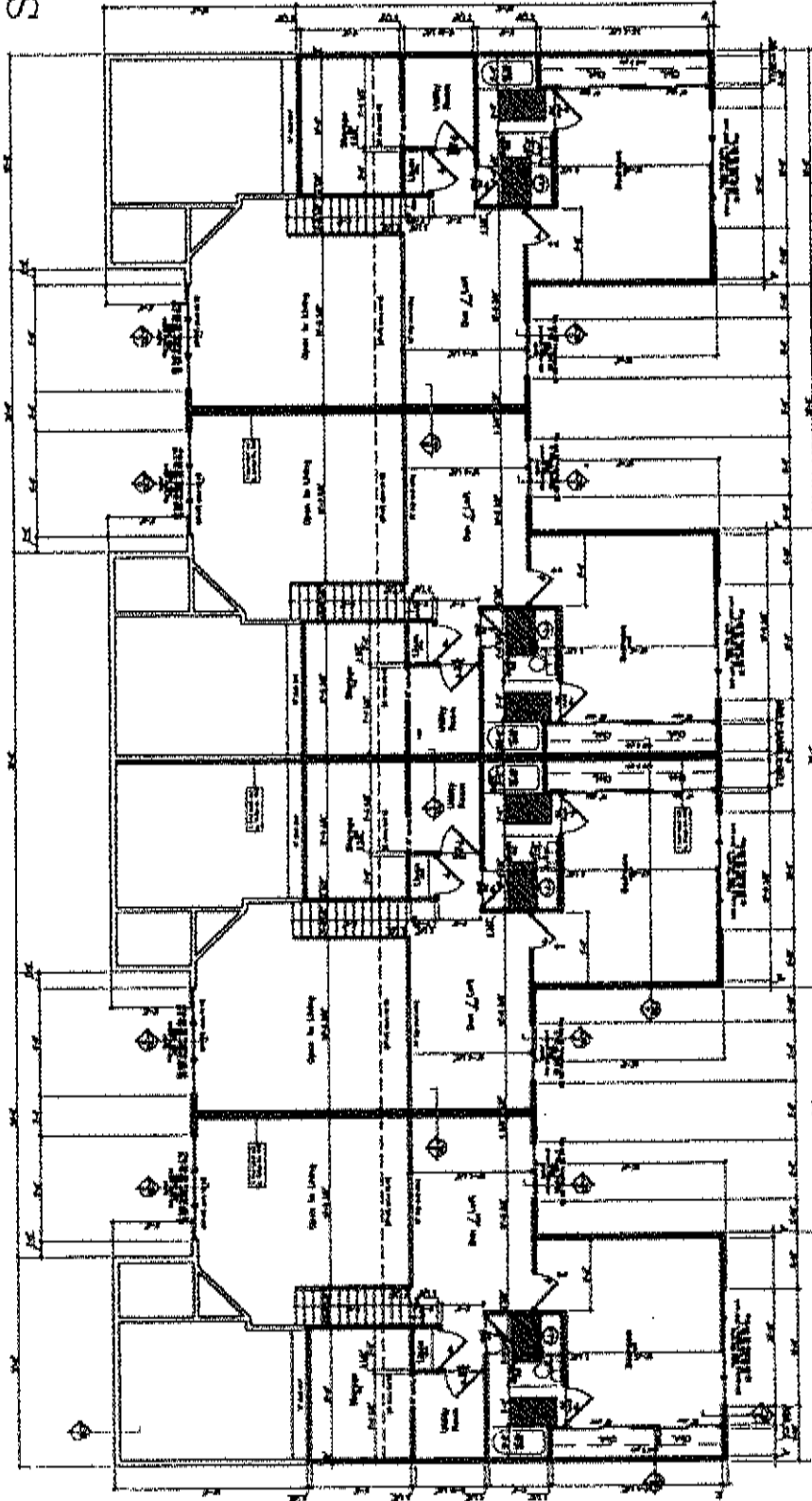
Plan Date

See also notes on sheet 1 of 3. All dimensions are in feet and inches. All dimensions are to the center of the wall unless otherwise noted. All dimensions are to the center of the wall unless otherwise noted. All dimensions are to the center of the wall unless otherwise noted.

STAIR NOTES:
See also notes on sheet 1 of 3. All dimensions are in feet and inches. All dimensions are to the center of the wall unless otherwise noted. All dimensions are to the center of the wall unless otherwise noted. All dimensions are to the center of the wall unless otherwise noted.

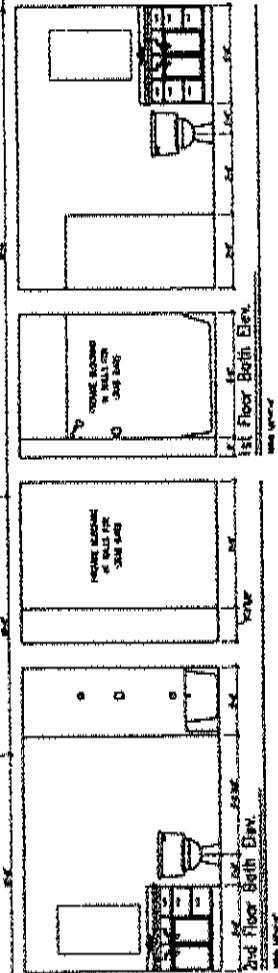
See also notes on sheet 1 of 3. All dimensions are in feet and inches. All dimensions are to the center of the wall unless otherwise noted. All dimensions are to the center of the wall unless otherwise noted. All dimensions are to the center of the wall unless otherwise noted.

Stoney Creek A Condominium Washington County, Missouri



2nd Floor Plan

NOT TO SCALE



1st Floor Bath Elev.

2nd Floor Bath Elev.

9/1/2015

723 #1	Perry, Daniel Jr		414-975-3565		dperry44@hotmail.com
723 #2	Trzebiatowski, Jack & Kathleen		Jack's cell: 262-224-1629 Kathleen: 920-979-3059		jtrzebi@ymail.com
723 #3	Kell, Shawn & Lorraine		262-334-5325		
723 #4	Walter, Steve		Home: 262-306-8564 Work: 262-338-8752		
685 #1	Schleif, Ella		262-334-4914		
685 #2	Scheel, Deborah		262-353-3711		
685 #3	Hinnendale, Lorrie	Treasurer	262-335-3777		imhiskid@charter.net
685 #4	Engel, Tom & Jenny		Jenny's cell: 262-689-4969 Tom's cell: 262-352-6363		jengel08@gmail.com engel48@yahoo.com
675 #1	DiVall, Joyce		262-306-8351		jdivall@charter.net
675 #2	Dallman, Rose		262-306-7318 414-651-9559		rmdallman@charter.net
675 #3	Salisbury, Benjamin & Audrey		262-306-8526		beams1@charter.net
675 #4	Becker, Charlotte	Mem. @ Irg.	262-334-7026		charmolly@yahoo.com
665 #1	Greene, Alan & Anne		262-305-7591 (cell)		A N
665 #2	Westby, Faith	Secretary	262-334-5159 262-689-9847 (Cell)		fn7gt@yahoo.com
665 #3	Kreuser, Al		262-335-3265		ASKREUSER1@charter.net
665 #4	Yagelski, Dean & Tammy		Tammy's Cell: 262-689-0130 Dean's Cell: 262-689-0242		dyagelski@charter.net
686 #1	Widish, Patricia		262-424-4573		wbwidish@live.com
686 #2	Micklitz, Catherine & Loreen		Loreen: 262-343-0300 Cathy: 262-305-3403		bootsie48@gmail.com (Loreen) namacat@gmail.com (Cathy)
686 #3	Brewi, Tara		262-385-2151		tmbrewi1974@gmail.com
686 #4	Knoeck, John & Donna		262-334-7547		djknoeck@aol.com
720 #1	Felix, David & Joyce		262-338-8273		jdfelix49@gmail.com
720 #2	Kirschbaum, M. Renee		262-353-3208		
720 #3	Schamberger, Jim & Pam		262-346-8321		
720 #4	Darden, Robin	Mem. @ Irg.	262-437-0837 (home)		262-343-6062 (cell)
724 #1	Liebetrau, Don & Cheryl		262-334-0157		cdliebetrau@att.net
724 #2	Niese, Donald & Leilani		262-306-8715		
724 #3	Laubusch, Kenneth & Pamela	President (Pamela)	Ken's Cell: 262-483-0340 Pamela's Cell: 414-331-7682		kenlaubusch@yahoo.com pg1661@yahoo.com
724 #4	Strupp, Sally	Vice President	262-338-6485		

SCHLOEMER, ALDERSON, SPELLA, MUEHLBAUER & ENEA, S.C.

Attorneys At Law

Wm. F. Alderson
Court Commissioner
James A. Spella
James K. Muehlbauer
Jack A. Enea

101 South Sixth Avenue
P.O. Box 176
West Bend, Wisconsin 53095-0176

Telephone (262) 334-3471
Facsimile (262) 334-9193

Daniel L. Sargeant
Charles H. Williams
James R. Danaher

C.J. Schloemer 1908 - 1992

www.schloemerlaw.com

September 11, 2006

UNIT OWNERS
STONE CREEK CONDOMINIUM
OWNER'S ASSOCIATION

RE: Stoney Creek Condominium
Our File L-41115

Dear Ladies & Gentlemen:

An amendment to the Declaration of Stoney Creek Condominium Owners Association to change Section 5.1(5) to allow for a ten-foot area adjacent to the patios for the purpose of planting flowers, etc. instead of the current five-foot area allowed in that section has now been completed.

Enclosed is a copy of the recorded Amendment which should be placed in your booklet containing the condominium documents.

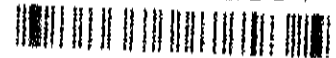
Very truly yours,


Jack A. Enea

JEN/cm
Encl.

Document No.

DOC# 1138014



Recorded

SEP. 05. 2006 AT 03:20PM
SHARON A. MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Return to:

Fee Amount: \$85.00

Atty. Jack A. Enea
Schloemer, Alderson, Spella, Muehlbauer & Enea, S.C.
P. O. Box 176
West Bend, WI 53095

**AMENDMENT NO. 1
TO DECLARATION OF
STONEY CREEK CONDOMINIUM
WEST BEND, WISCONSIN 53095**

85-38

This Amendment No. 1 to the Declaration of Stoney Creek Condominium (the "Declaration") is made by the Stoney Creek Condominium Owners' Association and is made pursuant to Article 14.7 of the Declaration and the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes (the "Act").

RECITALS

A. This Amendment No. 1 amends the Declaration as recorded on November 2, 2001 as Document No. 906510 in the office of the Washington County Register of Deeds.

B. Article 14 Section 14.7(5), allows for the amendment of the Declaration, with the consent of two-thirds (2/3rds) of the Unit Owners and their mortgagees, if applicable.

C. The Owners desire to amend the Declaration as described herein.

D. On the date hereof, the units in the condominium are owned by the persons whose names appear opposite their unit number as set forth in Exhibit A attached hereto and made a part hereof. Attached are the Consents of 21 of the Unit Owners. This represents greater than two-thirds (2/3rds) of the Owners. Also attached are the Consents of the mortgage holders of 13 of those Units.

AMENDMENTS

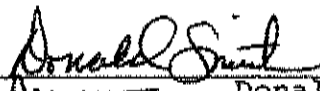
NOW, THEREFORE, in accordance with the Act, the Declaration and the foregoing recitals, the Declaration is hereby amended as follows:

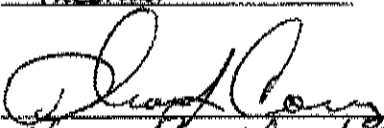
A. Section 5.1(5) is amended to read as follows:

- (5) A ~~five~~ ten-foot area adjacent to the patios for the purpose of planting flowers, vegetables or plantings. This is an optional area that the unit owner may use and maintain, but is not mandatory.

IN WITNESS WHEREOF, this Amendment No. 1 is executed this 25 day of August, 2006.

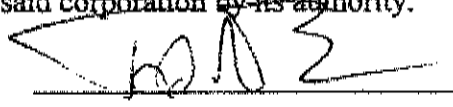
**STONE CREEK CONDOMINIUM
OWNERS' ASSOCIATION**

By: 
PRESIDENT Donald Smith

By: 
Vice-President Thomas J. Conway

STATE OF WISCONSIN)
) SS.
WASHINGTON COUNTY)

Personally came before me this 25th day of August, 2006,
the abovenamed Donald Smith, President and Thomas J. Conway Vice President
of the above named corporation to me known to be such persons and officers who
executed the same as such officers by the deed of said corporation ~~by its authority~~.


Jack A. Enea
Notary Public, Washington County, WI
My Commission is permanent

This document drafted by:
Atty. Jack A. Enea
Schloemer, Alderson, Spella, Muehlbauer & Enea, S.C.
101 S. 6th Avenue
West Bend, WI 53095
(262) 334-3471
State Bar No. 1008881