



*Welcome to
Stone Vue
Condominiums*

WELCOME TO STONEVUE

We hope you enjoy living here, and that your years here will be pleasant ones. In addition to the amenities we have here (such as the pool and a heated garage!), our location has many advantages. For example:

We are situated on the beautiful walk around Fowler Lake...opportunity of a 1.9 mile stroll or run!

Fowler Park, with its tennis court and pavilion, is across the bridge and up the street. Oconomowoc's famous Art Festival is held here every August.

We are a short walk to the Public Library, Post Office, City Hall, banks, restaurants, etc. We are also within walking distance of the City Park on Lac La Belle, which has a wonderful swimming beach. The Rhodee Band Shell located there hosts many summer concerts.

To make living at Stone Vue comfortable it is our desire to accommodate everyone as much as possible. We recognize each owner's need for privacy, and we also offer common areas for your enjoyment. In order to achieve this, we have adopted basic rules, which are given to each owner.

RESTRICTION ON USE AND OCCUPANCY

Article I, Section 14 of our Condominium Declaration provides:

“Each Unit shall be occupied and used only for single family private dwelling purposes as housing for older persons as provided in the Bylaws of the Association. At least Eighty percent (80%) of the Units shall be owned and occupied by at least one (1) person who is fifty-five (55) years of age or older. A maximum of Twenty percent (20%) of Units may be owned and occupied by persons who are less than fifty-five (55) years of age. It is the intent that the Twenty percent (20%) of Units that may be owned and occupied by persons who are less than fifty-five (55) years of age would be the surviving spouse or underage heirs, when the fifty-five (55) or older Unit Owner dies. Children under the age of fifteen (15) are prohibited”. (Please note: this prohibition is interpreted to apply only to children under 15 who would be permanent residents.)

“In order to maintain the age requirements of the Unit Owners, prior to the selling of a Unit, the Unit Owner must produce evidence of the age of the purchaser, and the Association shall grant written permission authorizing the transfer to said individuals.”

“In the event a purchaser of a Unit seeks to hold title in a Revocable Living Trust, the officers of the Association shall use the age of the older settler of the Trust as the basis for age calculations.”

“No trade shall be carried on anywhere within the Condominium except as otherwise provided herein. A Unit Owner may not lease or rent all, or a portion of, the Unit, and the leasing or rental of a Unit for residential purposes shall be considered a violation of this Declaration.”

Please Note: Other rules on guests, use of common areas, private parties and hired caregivers are found in the Association By-Laws, Article XIV, Section 6 and in the House Rules included hereinafter.

HOUSE RULES

GENERAL INFORMATION

1. Please tell the president the date and time of your move into or out of the building so that protective elevator pads can be temporarily installed. Same holds true, if later on, you have large pieces of furniture or appliances delivered or removed from the building.

2. For your convenience, an aluminum condo-owned stepladder is located on each floor in the central stairway. Please clean up any paint or stain you may have accidentally spilled on the ladder before returning it. Grocery carts, a hand-truck and other ladders are also available in the basement. A wheelchair for temporary emergency use is located in the central stairwell on the first floor landing.
3. Condo payment dues may be paid by registering as a new user at <https://comwebportal.com/login>. On the home screen select the **Pay now** icon on the right side to link to PMI Payments. **Select Register** to create your online profile with PMI Payments. Link your unit using your street number and zip code. Add your preferred payment option (e-check for FREE and credit-debit for a fee). Set up Automatic Payments or click PAY NOW to make one-time monthly payments. For help with your account or setting up payments online, please go to www.support.clickpay.com or click this link – PMI Payments Help.
- 4 .No house, rummage or estate sales will be permitted on the premises because of privacy and security issues. However, individual items may be sold by advertising "By appointment only" and a phone number.
5. Wood or hard surfaces are only allowed **on the first floor**. Exceptions are bathrooms, kitchens and entryways.
6. You may paint or re-carpet at any time. Any structural renovations must have Board approval prior to the work being started. Any building and contractor materials must be kept within your unit unless you have Board approval to do otherwise. Do not give a key to or entry to any workman or contractor. It will be your responsibility to give them access when needed.
7. The east stairwells are the only ones large enough to accept a gurney for transporting someone in or out of the building.
8. All condo unit entry doors and stairway doors must be kept shut in order to prevent the spread of fire and smoke. A written warning will be issued once. Thereafter a fine will be levied.

NOTICES, COMPLAINTS, ETC.

8. The times of regular Unit Owners and Board Meetings will be posted at places conspicuous to residents. These regular meetings are held in the first floor lounge unless otherwise stated in the notice. Notice will be given to each owner of any special Board or Unit Owners meetings which are held in the First Floor Lounge.
9. The Association Board is also the Grievance Committee. Any complaints, problems or concerns should be addressed to the Board President. If he/she is not available, and it is an emergency, call our management and ask for Jon Cauffman. The phone number is 414-433-9107.

INDIVIDUAL UNITS

10. Our balconies must be kept free of snow and ice. If you are unable to take care of your own balcony, please notify the President and arrangements will be made with our maintenance person to do it for you or you may choose to hire someone on your own. You are responsible for payment for this service. Balconies should be shoveled after a one inch accumulation or within 24 hours after the snow stops.
11. If you are going to be gone longer than a week, please turn off the circuit breaker to your water heater, and shut off the water supply to your water heater, and washer (if you have one).
12. Small pieces of decorative items or furniture and a picture or two may be placed in your entrance alcove as long as they do not obstruct the hallway and are out of sight when you look down the hallway. No other personal items should be outside your door.
13. After applying to and receiving permission from the Board, you may place furniture in common areas in order to paint, clean or replace carpeting. You may not obstruct access to any exit, wheelchairs included, as this is against Fire Code in case of an emergency.

REGARD FOR NEIGHBORS

15. Please keep walkways and other common areas clear of all personal property to promote a safe environment for all residents. No toys, skateboards, bicycles or other personal items etc. in hallways or any common area. Please refer to rule No. 12.

16. Please remember that we all have "19 near neighbors."

Unfortunately, the building is NOT soundproof. Please keep noise levels, in all areas, to a minimum from 10 P.M. to 7 A.M. This includes dishwashers, garbage disposals, vacuum cleaners, washer and dryers, T.V., etc. and other "noisy" appliances. Special rules for the laundry room are posted on the laundry room bulletin board.

MAIN LOBBY

17. The main lobby is for relaxation, reading, etc. by individual owners and for visiting among small groups, for Board meetings, Unit Owners and committee meetings and occasional Association parties only. Private parties are to be held outside of the building or in your individual unit. See Rule 34 governing outside parties and other gatherings.

GARAGE

18. Garage stalls are part of your deeded property and may not be traded. You may allow a house guest or another owner to use your space, with your permission. Please notify the Board if you are allowing use of your space. Only an owner's personal property may be stored in their assigned garage space or another owner's with permission.

19. You may wash your cars in the two designated areas over the floor drains in the basement. Be careful not to get other cars wet. Be sure to sweep or squeegee excess water into drains when you are finished or others will be tracking dirty water into their cars or onto condo carpeting. The push broom and squeegee are at the east wall of the basement.
20. Know where your water shut-off valve is in the garage in case of an emergency. There are numbered tags hanging from the basement ceiling at different intervals. Be aware that the shut-off valve with your number affects the units directly above and below your unit, as the case may be. If you have any questions, contact a Board member.
21. No trading of storage areas without permission of the Board so they can be properly documented and marked.

TRASH DISPOSAL AND RECYCLING

22. We recycle. Please place all recyclable items (including glass, plastic, metal, paper, bottles appropriately rinsed (no loose caps and no plastic bags) in the containers near the dumpster. None of these items or newspapers need to be sorted or separately packaged. All corrugated boxes should be flattened and placed in or next to one of the recycling containers. Please read complete recycling instructions on the basement bulletin board if you have questions.
23. All garbage and other non-recyclable trash is to be placed in the dumpster. To prevent unpleasant odors in the garage and other areas of the building, all residents are requested to ensure their trash is securely wrapped before being deposited in the dumpsters. Be sure your garbage bags are leak proof so we do not find spots on the common area floors and in the elevator. If an accident occurs, clean it up!
24. No discarded carpeting or other large items may be placed in the dumpster. Please call Johns Disposal (phone 262-473-4700) for special disposal instructions and service.

HOUSEKEEPING

25. Housekeeping and maintenance duties are set by the Board. Feel free, however, to hire these people for personal services.
26. The condo vacuum is for the condo common area only. Please do not use in private units. There is a separate small vacuum in the laundry room for use there only.

FLAMMABLES AND FIRE PROVISIONS

27. There is no smoking in any interior common area including the basement.
28. Remember, no storage of gas or other flammables in the building nor any boats in the garage without permission.
29. Please, no BBQing of any kind on the balconies or private patios except for electric grills. Gas or charcoal grills may be used 10 feet away from the building on the graveled and common patio areas. This is a Fire Department regulation. The condo has a charcoal grill for everyone to use on the lower level lakefront. Please provide your own charcoal and clean the grill after you use it. There is a plastic storage bin next to the grill for your charcoal, etc. and a metal container for the ashes you remove. Our maintenance person will empty the ashes when necessary.
30. There are 14 fire alarm pull boxes in the building. Know where they are. There are also 11 fire extinguishers in the building. Know where they are and how to use them. A fire alarm test will be performed by our maintenance person once each month, sounding the alarm for approximately five (5) seconds. Day and time for these tests will vary.

POOL AND OTHER COMMON AREAS

31. Follow the swimming pool rules posted on the fence inside the Pool area. During the pool season, if the access gate is locked, the key is in the storage locker at the base of the central stairway and is

marked. You are responsible for locking the gate when you leave the pool area. If another owner is there, ask them to lock the gate and return the key to the storage locker.

32. Children under the age of 15 are not allowed in any common areas, inside or out, including the pool area, unless accompanied by a Unit Owner or the owner's appointee, as follows:

A Unit Owner who cannot be present when the Owner's non-family member guests or guests under the age of fifteen (15) are using and enjoying the Common Elements and facilities must designate another Owner or any responsible guest of at least twenty-one (21) years of age to supervise such guests in the Owner's absence and the designated person must be present with these guests at all times during the Owner's absence. (Exception to Section 6, a) of Article XIV of the By-Laws adopted by the Board July 21, 2015).

33. The umbrella tables and other condo furniture on the common areas inside and outside the pool enclosure are common association property and not privately owned. When using these areas please be considerate of other residents and do not monopolize common areas.
34. Parties and other Gatherings: Unit Owners may have outside parties, or other gatherings on the outside Common Elements, including use of the pool and lakefront areas. Such parties or gatherings may not be extended into any of the inside common elements. If fifteen or more guests are invited the Owner must apply to the Board of Directors for permission by completing and submitting to the Board two (2) weeks before the date of the gathering, the application form required by the Board, copies of which may be obtained from the President of the Association, and one (1) week before the date of the gathering the Board shall give advance general notice of it to Unit Owners, stating the date, time, location and proposed number of guests. However, permission shall not be granted for the *exclusive* use of any Common Elements for any such parties or gatherings. (By-Laws Article XIV, Section 6,b.)

CAREGIVERS

35. Unit Owners may hire caregivers in accordance with the rules established in Section 6, c.) of Article XIV of the By-Laws.

COMPLIANCE

36. Habitual disregard of any of these rules will be handled by the Board in accordance with Article VII, Section 1, c) and Section 2, c) of the By-Laws. As a last resort a fine may be imposed by the Board for non-compliance.

BY-LAWS

OF



STONE VUE HOMEOWNERS ASSOCIATION, INC.

Revision Adopted

December 17, 1979

May 26, 1983

June 12, 1984

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BI-LAWS
OF
STONE VUE

ARTICLE I
NAME AND LOCATION

The name of the corporation is STONE VUE HOMEOWNERS ASSOCIATION, INC., here in after referred to as the "ASSOCIATION". The Principal office of the corporation shall be located at 6900 West Lincoln Avenue, West Allis, Wisconsin 53214, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II
DEFINITIONS

- Section 1. "Association" shall mean and refer to the STONE VUE HOME OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Conditions, Covenants, Restrictions and Easements, end such additions thereto as may hereafter be annexed by amendment to the said Declaration.
- Section 3. "Common Area" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.
- Section 4. "Unit" shall mean and refer to any Unit shown upon any recorded 1st of survey of the Properties with the improvements thereon.
- Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

- Section 6. "Developer" shall mean and refer to ROBERT YUNKER and ROBERT H. KREUTER, their heirs, representatives and assigns.
- Section 7. "Declaration" shall mean and refer to the several Declarations of Conditions, Covenants, Restrictions and Easements applicable to the Properties recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin.
- Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration, specifically it shall mean those Class A members as described in the Articles of Incorporation. The By-Laws applicable to Class A members shall begin with the termination of Class B membership.

ARTICLE III

ASSOCIATION MEETINGS

- Section 1. Annual and Inaugural Meetings. The Annual Meeting of the Association shall be held on the second Tues day in June at 7:30 p.m., in the first floor lobby reception area for the purpose of electing the Board of Directors to serve the ensuing year.
- The Inaugural Meeting shall be held on the second Tuesday in July at 7:30 p.m., in the same location as the Annual Meeting for the purpose of inaugurating the new Directors and Officers, and to present the proposed budget for the ensuing fiscal year for Association approval. Such other business as may come before these meetings shall also be reviewed.
- Section 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time by the President or other presiding officer of the Association to review or act upon Association business. The President or other presiding officer shall also call a Special Meeting whenever a petition signed by 25% of the Unit Owners, i.e., five (5) or more, requests such a meeting.
- Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the Association shall be given by, or at the direction of, the Secretary by delivering said notice either personally or by mail at least 21 and no more than 30 days before such meeting, to each Unit Owner. Such notice shall specify the place, day and hour of the meeting and its purpose. In the event of an emergency, the 30-day notice may be waived. If necessary to mail, the notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Unit Owner at such off site temporary address as may appear in the Association records.
- Section 4. QUORUM. The presence at the meeting of Unit Owners entitled to cast, or of proxies entitled to cast, a majority of the eligible votes, i.e., 21 or more, shall constitute a quorum

for any action except as otherwise provided for in these By-Laws or in the Declaration. If, however, such quorum shall not be present or represented at any Association meeting, the members entitled to vote thereat shall have power to adjourn the meeting and to reschedule the meeting from time to time at the discretion of the members present until a quorum is established.

Section 5. PROXIES. Each Unit Owner may vote in person or by proxy at Association meetings. Proxies must be filed in writing with the Secretary as the first action of the meeting. Proxies may be revoked at any time prior to votes being cast. Proxies shall automatically cease upon conveyance by a Unit Owner of the subject Unit. Each Unit Owner is entitled to two (2) proxies.

Section 6. ASSOCIATION RESOLUTION. Resolutions placed before the membership for vote and decision shall be numbered consecutively for identification purposes. All votes shall be by secret written ballot. The resulting vote and decision shall be recorded by the Secretary in the minutes of the meeting. Should a conflict arise between an Association Resolution and a Board Resolution, the Association Resolution shall take precedence. Minutes of the meeting shall be distributed to the membership within 10 days after the meeting.

Section 7. CONDUCT of MEETINGS. Meetings shall be conducted in accordance with Roberts Rule of Order. The Board of Directors shall pre-establish the order of business for all meetings. The meetings shall be conducted by the President or other presiding officer. The agenda shall include such other business considered to be appropriate and requiring Association attention as may be brought forward by members at the meetings.

ARTICLE IV

BOARD OF DIRECTORS - NUMBER, TERM, COMPENSATION

Section 1. NUMBER. The affairs of the Association shall be directed by a Board of Directors, hereafter, referred to as the "Board". The Board shall consist of five (5) directors all of whom are members of the Association representing five (5) different Units and Unit Owners.

Section 2. TERM OF OFFICE. The term of office of all directors and officers shall be for a period of one year commencing with their inauguration and continuing until the inauguration of new directors and officers at the following year's Inaugural Meeting.

Section 3. COMPENSATION. Directors shall not receive compensation for their services as directors to the Association. Such prohibition however, shall not prevent a director from being compensated for contractual services rendered to the association when these services are unrelated to the directors duties as a director. However, directors are entitled to reimbursement for actual expenses incurred in the performance

ARTICLE V

NOMINATION, ELECTION AND REMOVAL OF DIRECTORS

- Section 1. **NOMINATION.** Nomination for election of the five (5) directors to the board of Directors shall be made by the Nomination Committee for presentation as candidates for election at the Annual Meeting. Nomination may also be accepted from the floor at the meeting. The Nomination committee shall make as many nominations for election to the Board as it shall in its discretion determine, But not less than the number of vacancies that are to be filled. Such nominations shall include a short resume of fifty (50) words or less of the nominees qualifications for position and be reported to the Secretary, who shall inform the membership of the slate of candidates at least seven (7) days prior to the Annual Meeting.
- Section 2. **ELECTION.** Election of the Board shall be by secret written ballot. At such election the members or their proxies may cast votes for each of five (5) directors. The five (5) persons receiving the largest number of votes shall be the elected directors. Cumulative voting is not permitted.
- Section 3. **RESIGNATION AND REMOVAL.** Any director may at any time resign by giving written notice to the Board, the President or 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. Any director may be removed from office as the result of a lack of confidence vote with or without cause. Such removal from office shall require the concurrence of a 75% vote of the Association membership, i.e., thirty (30) or more votes to be effective.
- Section 4. **VACANCIES.** Director vacancies incurred for any reason shall be filled by special election of the Association. Upon notification or evidence of a vacancy, the Board shall call a Special Meeting of the Association to be held within thirty (30) days of the creation of the vacancy. The Board shall promptly request that the Nomination Committee develop a slate of one or more candidates for each vacancy. The Nomination Committee shall report its selection to the Secretary who shall inform the membership of the slate of candidates at least seven (7) days prior to the Special Meeting. Nominations may also be made from the floor at the Special Meeting.

ARTICLE: VI

MEETING OF DIRECTORS

- Section 1. **REGULAR MEETINGS.** Regular meetings of the Board shall be held on the third Tuesday of every month, at such time of day and place as may be determined by the President of the Association. Members of the Association desiring an audience with the Board, shall present their request in writing to the Board at least 48 hours prior to the meeting, stating the purpose of their request.
- Section 2. **SPECIAL MEETINGS.** Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than seven (7) days' notice to each of the directors. The seven (7) day delay may be waived in favor of a shorter period in an emergency.

Section 3. QUORUM. A majority of the Board of Directors shall constitute a quorum for the transaction of business. Every act or decision taken by the Board at a duly held meeting at which a quorum is present requires the concurrence of at least three (3) directors to be regarded as the act of the Board.

Section 4. ACTION TAKEN WITHOUT A MEETING. The Board shall have the right To take any action in the absence of a Board meeting which they could take at a Board meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. It shall be the Presidents responsibility to assure that the secretary is informed of the particulars so that those actions may be documented for the Board records, and that the membership is duly informed of any action taken.

Section 5. BOARD RESOLUTION. Resolutions placed before the Board for vote and decision shall be numbered consecutively for identification purposes. The resulting vote and decision shall be recorded by the Secretary in the minutes of the meeting, and made known to the membership within ten (10) days after the meeting.

ARTICLE VII

POWERS, DUTIES AND LIMITATIONS OF THE BOARD

Section 1. POWERS. The Board shall have such power and authority as is necessary for the administration of the Association business and the condominium property, including, but not limited, to the following:

- a) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these BY-LAWS or the Declaration;
- b) employ a manager, an independent management firm, contractor, or such other employees as the Board deems necessary to assist in the administration of the condominium property, and to prescribe the duties of such assistants, provided such employment has been budgeted by the Association;
- c) adopt and publish rules and regulations governing the operation, use and occupancy of the condominium property, its common and limited common areas and facilities including recreational, and the personal conduct of the members and their guests thereon and to establish penalties as outline in Section 2 (c) below for the infraction thereof;
- d) declare at its discretion the office of a member of the Board to be vacant in the event said member shall be absent from three (3) consecutive duly scheduled Board meetings;
- e) appoint Association committees as more fully described in Article IX of these BY-LAWS and the Declaration to assist the Board in carrying out its duties. These committees shall include Nomination, Audit, Budget, Architectural Control and Grievance Committees and such other committees as the Board deems appropriate in carrying out its' purpose;

- f) In the prolonged absence of the President and/or Treasurer and /or other Officers any two Directors shall co-sign all checks for the Association. Such expenditures shall be made known to the Treasurer and President at the earliest opportunity.

Section 2. DUTIES. It shall be the duty of the Board to:

- a) maintain a complete record of all of its acts, resolutions and corporate affairs, and to issue a summary report thereof to the membership at least seven (7) days prior to the Annual Meeting for membership review, and to offer the report into the Association record at the Annual Meeting; or similarly at any other Special Meeting when such a report is requested in writing by one-fourth of the Unit Owners, i.e., five (5) or more;
- b) supervise all officers, agents and employees of the Association to assure that their duties are properly performed in the enactment of the current years' budgeted program;
- c) as more fully provided in the Declaration, to:
 - i) assist the Board-Elect who's duty it shall be to plan the ensuing year's budgeted program for capital improvements and planned maintenance of the Association's common and limited common area building, grounds, and facilities, and to present the proposed budget for the ensuing fiscal year to the Association for approval and to fix and inform Unit Owners by written notice of any approved changes in the annual assessment against each Unit at least two (2) weeks in advance of the enactment of such change.
 - ii) foreclose a lien against any property for which assessment are not paid within thirty (30) days after due date or to bring an action at law against the Unit Owner;
 - iii) cause the Treasurer to issue, upon the demand of a member, a certificate setting forth whether or not an assessment has been paid by that member. If the certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - iv) provide the Association with fire and casualty insurance in amounts commensurate with full replacement costs and provide public liability insurance protection for the Association, its Unit Owners, directors, officers, all committee members and employees in such amounts shall be determined by the Board as adequate protection from time to time;
 - v) provide all maintenance and repair for the entire exterior of the building as well as for all of the common and limited common areas, recreational facilities, and all exterior grounds;

Article VII Cont'd.

Section 2. Duties, Cont'd.

c) cont'd.

- vi) require all officers and employees having fiscal responsibilities to be bonded to a degree at least commensurate with their fiscal responsibilities;
- vii) charge, at its discretion, reasonable fees for use of the laundry facilities and recreational facilities;
- viii) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member is in default in the payment of any assessment levied by the Association, and suspend such rights for a period not to exceed sixty (60) days for infractions of the Association Rules and Regulations that persist for seven (7) days after a hearing and a notice in writing from the Board to the Unit Owner to cease and desist, or for infractions that occur repeatedly during any thirty (30) day period after a hearing and written notice to cease such violations has been given by the Board to the Unit Owner;
- ix) publish and distribute to the membership from time to time, post in suitable locations, and enforce such Rules and Regulations governing the use of the common areas and facilities, recreational boating and swimming facilities, and the personal conduct of members and their guests thereon, as the Association may agree to adopt at its discretion for the common good of all members.

Section 3. LIMITATIONS. The Board is limited in non-budgeted spending power to \$ 4,000.00 (equivalent to \$ 200.00 per Unit) of non-budgeted expense per year for the exclusive promotion of improvement, maintenance, recreation or general welfare of the Association without calling an Association meeting and obtaining a 75% approval vote of the Unit Owners, i.e., thirty (30) or more votes prior to the Boards' commitment and incurment of expenditures in excess of the limitation. The Treasurer shall administer the limitation on expenditures. In the event of an emergency situation, the \$ 4,000.00 spending limitation is increased to \$ 6,000.00 (equivalent to \$ 300.00 per Unit). An emergency situation is herein defined as one affecting adversely the health, safety or welfare of a Unit Owners or Unit occupants, or one causing current and or potential further damage to the building structure, thereby requiring the Board to approve expenditures in excess of \$4,000.00 within a time frame shorter than is reasonably possible to call an Association meeting with a sufficient quorum to override the spending limitation. Should such an emergency arise, it shall be the duty of the Board to act first to prevent further risk to person or property, and to inform the membership as soon thereafter as is practical.

ARTICLE VIII OFFICERS AND THEIR DUTIES

- Section 1. **ENUMERATION OF OFFICERS.** The officers of this Association shall be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board may, from time to time, by resolution designate.
- Section 2. **ELECTION OF OFFICERS.** The Association's Board-Elect shall convene to elect the Association's Officers-Elect at a meeting within two (2) days following the Annual Meeting. The President and Vice President shall at all times be members of the Board. Candidates for all other offices need not be limited to members of the Board. The incumbent Secretary shall issue a notification of the results of the election to the membership no later than the day following their election.
- Section 3. **TERM.** The Officers -Elect shall serve for a term One year concurrent with the term of the newly elected Directors.
- Section 4. **SPECIAL APPOINTMENTS.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, hold such authority, and perform such duties as the Board may, from time to time, determine.
- Section 5. **RESIGNATION AND REMOVAL.** Any officer may at any time resign from office by giving written notice to the Board, the President or 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. Any officer may be removed from office with or without cause by the Board. Such removal from office shall require the approval of at least four of the five directors to be effective.
- Section 6. **VACANCIES.** Vacancies in any office shall be filled by special election of the Board. The Board shall meet at its discretion to fill vacancies within a thirty (30) day period following the occurrence of the vacancy. The Secretary shall inform the membership the following day of new appointments made. The officer appointed to fill such vacancy shall serve for the remainder of the annual term.
- Section 7. **MULTIPLE OFFICES.** No person shall simultaneously hold more than one of any of the offices except in the case of special offices created pursuant to Section 4.
- Section 8. **DUTIES.** The duties of the officers are as follows:
- a) **President.**
The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board and of the Association membership. The President-Elect shall be responsible for the preparation of, or cause to be prepared,

Article VIII, Cont'd

The proposed budget to be presented to the Association for approval, and its implementation following approval during the President elect's term of office. The President shall see that all orders, and resolutions of the board are properly executed, shall sign all written instruments of the Association, shall co-sign all checks and promissory notes, shall upon notification of the pending sale of a Unit by the unit owner issue a letter statement of the assessment account status of the Seller Unit Owner, and shall issue new certificates of membership upon receipt of the transfer fee assessment.

b) VICE PRESIDENT.

The Vice President shall perform the duties of the President should the President be absent or unable to act. If neither the President nor the Vice President is able to act, then the Board shall appoint another member of the Board on an interim basis. The Vice President shall also perform such other duties as may be required by the President of the board.

c) SECRETARY.

The Secretary shall serve notice of all meetings of the Board and the Association; record the minutes and proceedings, resolutions, and the results of all votes taken; publish the minutes of all meetings of both the Board and the Association and distribute copies of same to the membership; keep the Association seal and affix it on all written papers and instruments requiring said seal; assist the Board in the preparation of the annual summary report or the Board's acts and corporate affairs as required by Article VII, section 2 (a); maintain appropriate records listing the current members of the Association together with the addresses of those members occupying alternate off site residences; publish and distribute from time to time a listing of Association committees and their membership; co-sign checks in the event of prolonged absence of other officers; and perform such other duties as are required by the Board.

d) TREASURER.

The Treasurer shall have responsibility for the Association funds, and shall record full and accurate accounts of all receipts and disbursement in the books of the Association; shall receive and deposit all monies and valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the Board; shall disburse such funds as are necessary to operate the condominium, as well as such additional funds as directed by resolution of the Board for special purposes; shall co-sign all checks and promissory notes of the Association; shall establish Operational Contingency, and Capital Improvement funds as further defined in the Declaration. The Treasurer-Elect shall cause an independent annual audit to be made of the Association account books by the Audit Committee at the completion of each fiscal year; and shall direct the Budget Committee in the preparation or the annual budget and statements or income and expenditures to be published and distributed to the Unit Owners at least seven (7) days prior to the Inaugural Meeting.

ARTICLE IX

ASSOCIATION COMMITTEES

Section 1. **NOMINATION COMMITTEE.** The Nomination Committee shall nominate candidates for the Board as covered in Article V, Section 1, and shall be comprised of a chairperson and two or more Unit Owners, all of whom are non-directors of the Association. The Committee shall elect its own Chairperson. The Committee shall be appointed by the outgoing Board prior to each Inaugural Meeting and shall serve from the close of such Inaugural Meeting until the close of the next Inaugural Meeting. The Committee membership shall be announced at the Inaugural Meeting.

Section 2. **AUDIT COMMITTEE.** The newly appointed Audit Committee shall annually, at the close of the fiscal year, provide an independent audit of the Treasurer's account records of Association receipts and disbursements. The Audit Committee shall be appointed by the newly elected Board, shall serve for the term of the Board, and shall comprise of a Chairperson and two or more Unit Owners all of whom are non-directors and non-officers of the Association. The Audit Committee shall elect its own Chairperson, and may at its own discretion, employ the services of a certified public accountant who need not be an Association member.

Section 3. **BUDGET COMMITTEE.** The Budget Committee shall assist the President-Elect in the preparation of the annual budget for the operation of the Association. The Committee shall be appointed by the newly elected Board and shall consist of the newly elected Treasurer who shall act as Chairperson, and two or more Unit Owners. The Committee shall adopt a standard set of accepted accounting practices and apply them uniformly from year to year.

Section 4. **ARCHITECTURAL CONTROL COMMITTEE.** As further defined in the Declarations, the Board may serve as its own Architectural Control Committee or it may delegate this responsibility to a committee providing guidance to the Board. In either event, the Committee shall be appointed by the newly elected Board and shall consist of a chairperson and two or more Unit Owners. The Committee shall elect its own Chairperson and employ the services of an architect or construction engineer or other professionals subject to Board approval to provide guidance in planned improvements or to resolve maintenance and repair problems.

Section 5. **GRIEVANCE COMMITTEE.** The Board shall act as a Grievance Committee to attempt to resolve differences when grievances arise between Unit Owners and when a Unit Owner has a grievance against the Association.

Section 6. **COMMITTEE MEMBERSHIP.** The Secretary shall publish and distribute from time to time the membership of all Association committees.

Section 7. **COMMITTEE MEETINGS.** The Secretary shall publish and post the schedule and agenda for Committee meetings. Unit Owners desiring an audience with a Committee shall present their request in writing to the Committee Chairperson at least 48 hours prior to the meeting, stating the purpose of their request.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid when due shall be deemed to be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate equal to the then prevailing maximum rate of interest permitted to be charged by law under the provisions of the statutes of the State of Wisconsin, Section 138.05, or any successor amendments thereto, which rate is presently twelve 12% percent per annum. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by non-use of the Common Areas or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereto shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE XII

CORPORATE SEAL

The Association shall have a corporate seal imprinted "STONE VUE HOMEOWNERS ASSOCIATION, INC.", but the absence of such seal from any documents to be executed in behalf of said Association shall be deemed to not affect the validity of such documents.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of voting members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS REGULATIONS

Section 1. FISCAL YEAR. The fiscal year of the Association shall begin on the day following the second Tuesday in July and end at the close of the second Tuesday in July of the following year.

Section 2. TRANSFER FEE ON RESALE. Every member of the Association, at such time that they shall resell their individual Unit or Units and seek issuance from the Association of a letter report as to the status of their individual account as to whether or not all assessments levied against their respective Units have been paid to date, and shall also request the reissuance of a Certificate of Membership in this Association to a new purchaser, shall be required to pay the Association a transfer fee in the sum of One hundred Fifty Dollars and no/100 (\$150.00)

Section 3. STORAGE AND PARKING REGULATIONS. No one shall be permitted to store any flammable liquids in any type of storage containers inside any of the Units or Buildings located anywhere upon the area referred to and described in Exhibit A, attached to the Articles of Incorporation. Unit Owners and occupants of any rental units that may be constructed upon any portion of the lands involved herein and who shall thereby become members of this Association are prohibited from parking or storing boats, campers or trailers on outside surface parking areas for any period of time in excess of six (6) hours. No repair work of any sort shall be undertaken by any Unit Owner or occupant of any rental unit upon any type of motor vehicles, boats, campers or trailers, on any of the exterior surface parking areas. At the discretion of the Board of Directors, Unit Owners may be permitted to have the right to utilize inside garage stalls located in basement levels of buildings hereon for purposes of parking and storing equipment other than motor vehicles, such as boats, trailers and campers. However, all requests for such permission shall be submitted in writing in advance to the Board of Directors with a complete description of size, character and dimensions of the items involved.

Section 4. SIGNS. No Unit Owner shall be permitted to erect any signs for any purpose whatsoever upon the premises or upon his Unit. No flags or other types of devices to promote open houses or Inspections for the sale of said Units, shall be permitted to be erected upon any Common Area. These restrictions concerning the erection of signs and other types of advertising material concerning the sale of Units shall not be applicable to the Developer or his real estate agents employed for the purposes of selling newly constructed Units as part of the initial development hereof.

IN WITNESS WHEREOF, we, being all of the Directors of STONE VUE HOME OWNERS ASSOCIATION, INC., have hereunto set our hands this _____ day of December, 1975.

Since the transfer of responsibility from Kreuter/Yunker Builders to the owners of StoneVue on January 1, 1979, and as of this date, December 17, 1979, the following By-Law additions to Article XIV, Miscellaneous Regulations, were enacted by vote of the StoneVue Homeowners Association:

Section 5. SAVE HARMLESS CLAUSE FOR BOARD OF DIRECTORS AND OFFICERS.
Enacted by the Association on January 28, 1979

Any owner or invitee of any owner shall hold the StoneVue Homeowners' Association Board Members and Officers individually or collectively harmless for any loss, damage, or claim alleged to have occurred through any action covert or overt of a Board Member or Officer in the discharge of duties as set forth in the Declaration or By-Laws of the Association.

July 14, 2015

Section 6. GUESTS OF UNIT OWNERS.

- a) Unit owners may allow their family members and their respective spouses and children to occupy their unit temporarily as guests, including use and enjoyment of the Common Elements and facilities, for a period of not more than one week whether or not the Owner is in residence and, with the permission of the Board, for longer periods when the Owner is in residence, provided that at all times when the Owner is not present a guest of at least twenty-one (21) years of age must be present. Children under the age of fifteen (15) must be accompanied by an Owner at all times during their use and enjoyment of the Common Elements and facilities.

Non-family members of a Unit Owner may visit the Owner temporarily as guests for a term not to exceed one week when the Owner is present and may use and enjoy the Common Elements and facilities only when accompanied by an Owner.

The term "family member(s)" as used throughout Section 6 Article XIV of the By-Laws means Owners, spouses, parents, grandparents, children, grandchildren and the spouse of all those relatives just listed.

- b) Parties and other Gatherings: Unit Owners may have outside parties, or other gatherings on the outside Common Elements, including use of the pool and lakefront areas. Such parties or gatherings may not be extended into any of the inside common elements. If fifteen or more guests are invited the Owner must apply to the Board of Directors for permission by completing and submitting to the Board two (2) weeks before the date of the gathering, the application form required by the Board, copies of which may be obtained from the President of the Association,

and one (1) week before the date of the gathering the Board shall give advance general notice of it to Unit Owners, stating the date, time location and proposed number of guests. Permission shall not be granted for the exclusive use of any Common Elements for any such parties or gatherings.

- c) Caregivers: Unit Owners may hire a Caregiver who may reside in the Unit with the Owner for an unlimited period, as necessary. Prior to the commencement of the Caregiver's duties, the Owner shall submit to the President of the Association in writing the name, home address and telephone number of the Caregiver and the name, address and telephone number of the agency, if any through which the Caregiver is employed. Caregivers may have use of the Common Elements and facilities only for purposes of ingress and egress and for such other purposes as may be necessary for the performance of the Caregivers duties. In the event of the Owner's death the Caregiver shall vacate the Unit within one (1) week after the death and, before departing, shall surrender to the Owner's heirs or representatives of the Owner's estate or to the President of the Association any keys to the Unit and its assigned storage areas and to the Condominium building, and any openers for the basement garage door, which may be in the Caregiver's possession.
- d) Exceptions to the provisions of this Section may be requested by a Unit Owner by written application to the Board of Directors of the Association and the Board shall reply to such application in writing stating its approval or disapproval of the application and any terms or conditions which the Board may impose thereon.

Section 1. BY -LAWS REVISION RECORD

Date	Revision Highlights
December 17, 1979	Amendment of Article XIV Miscellaneous Regulations, Adding section 5. Save Harmless Clause
May 26, 1983	General revision of all sections of Articles III through IX including 5 member Board, 1 year term, 2 votes per Unit, Board limitation on non-budgeted spending raised to \$2000/\$4000, all exterior building maintenance and repair transferred to Association responsibility.
June 12, 1984	Change of fiscal year, Board elect establishes own budget subject to Association approval, change of inaugural date, modification of one-over-one Association written check approval procedure, resulting in general revision of following sections: III-1; IV- 2; VII-1 (f), 2 (c) (i); VIII-2, 3, 8 (a), (b), (d); IX - 1,2,3; XIV -1.
October 1, 2009	The entire section 6 of Article XIV was removed.
August 7, 2010	Section 5 (Owner) Article II was added, "It is the intention of this section 5 to maintain this Condominium property as having a building consisting of 20 single family units with 1, 2 or 3 bedrooms being occupied as private residences by no more than two persons per bedroom."
July 14, 2015	1. Amendment of Article VII, Section 3, to increase the limitations on the Board's non-budgeted spending power to \$4,000.00 and in emergency situations to \$6,000.00. These changes have been incorporated into the By-Laws at page 7. 2. Amendment of Article XIV, Miscellaneous Regulations by adding Section 6. Guest of Unit Owners These amendments have been added to the text of the By-Laws at pages 14-15.

1. 1. To maintain the limitations on the Board's non-budgeted spending power of \$4,000.00 per event, with at \$10,000.00 cap per fiscal year, and in emergency situations, \$7,000.00 per event.

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Appendix

Section 1. BY -LAWS REVISION RECORD

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These changes have been incorporated into the By-Laws at page 7.

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These amendments have been added to the text of the

By-Laws at pages 14-15.

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Appendix

Section 1. BY -LAWS REVISION RECORD

Date	Revision Highlights
September 24, 2018	1. Amendment of Article VII, section 3, 1. To maintain the limitations on the Board's non-budgeted spending power of \$4,000.00 per event, with at \$10,000.00 cap per fiscal year, and in emergency situations, \$7,000.00 per event.

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RETURN TO:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

3783108

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 20, 2010 09:12 AM
James R. Bahrend
Register of Deeds

42 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Book Page -



**RE-STATEMENT OF DECLARATION OF
CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING STONE VUE CONDOMINIUMS**

This Re-Statement of Declaration is made this 7th day of October, 2010, pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes (hereinafter referred to as the "Act"), by at least Seventy-five percent (75%) of the Unit Owners, and their mortgagees, if applicable, of Stone Vue Condominiums (hereinafter referred to as "Unit Owners").

WHEREAS, Robert H. Kreuter and Robert Yunker created Stone Vue Condominiums pursuant to the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominiums, which were recorded in the Office of Register of Deeds for Waukesha County, State of Wisconsin, on the 12th day of December, 1975, Reel 153, Images 610 - 644, as Document #934177, and amended on the 9th day of May, 1978, and recorded on the 11th day of May, 1978, Reel 299, Image 234, as Document #1046876; and

WHEREAS, the Unit Owners are desirous of amending and re-stating said Declaration of Condominium.

NOW, THEREFORE, the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominiums is amended and re-stated as follows:

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1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

The Unit Owners signing this Re-Statement hereby declare that they are the owners of at least Seventy-five percent (75%) of the Units located on real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Unit Owners, their successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

A part of Lots 203, 204 & 205 in Hard & Rockwell's Addition to Oconomowoc, a part of Section 23, Township 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, State of Wisconsin: Commencing at the Southeast corner of said Lot 203, thence North 61° 00' West along the South lines of said Lots 203, 204 & 205, 214.5 feet to a point; thence North 31° 47' East and parallel to East line of said Lot 203, to the shore of Fowler Lake, thence easterly on and along the shore line of Fowler Lake to a point, said point being the East line of said Lot 203, extended, thence South 31° 47' West on the East line of said Lot 203, to the place of beginning, containing 50,635 square feet more or less.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Stone Vue Condominiums.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be one (1) building on the real estate described in Section 2.1 above which shall contain a total of twenty (20) living units. The building shall be three (3) stories in height and shall have six (6) living units on the first floor, seven (7) living units on the second floor, and seven (7) living units on the third floor. The building shall contain a basement which shall have underground parking space and locker rooms which shall be assigned to a Unit as designated on "Exhibit 1" of the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominiums, recorded as Document #934177.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of twenty (20) condominium units in Stone Vue Condominiums.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air, at one or more levels of space, having outer boundaries formed by the interior plane of the exterior of the outside walls of the building or Unit and where there is attached to the building a balcony, terrace, porch, or other portions of the buildings serving only the Condominium Unit being bounded, such boundary shall be deemed to include any such appurtenances; the plane of the center line of walls bounding a Unit; the plane of the undersurfaces of the chords of the roof trusses, or the floor joists which serve as ceiling joints; and the plane of the under surfaces of the floor. The Unit shall also consist of interior windows, window frames, patio doors, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained.

The post office addresses of the Units are:

Unit 101	320 Pleasant Street, #101, Oconomowoc, Wisconsin 53066
Unit 102	320 Pleasant Street, #102, Oconomowoc, Wisconsin 53066
Unit 103	320 Pleasant Street, #103, Oconomowoc, Wisconsin 53066
Unit 104	320 Pleasant Street, #104, Oconomowoc, Wisconsin 53066
Unit 105	320 Pleasant Street, #105, Oconomowoc, Wisconsin 53066
Unit 106	320 Pleasant Street, #106, Oconomowoc, Wisconsin 53066

Unit 201	320 Pleasant Street, #201, Oconomowoc, Wisconsin 53066
Unit 202	320 Pleasant Street, #202, Oconomowoc, Wisconsin 53066
Unit 203	320 Pleasant Street, #203, Oconomowoc, Wisconsin 53066
Unit 204	320 Pleasant Street, #204, Oconomowoc, Wisconsin 53066
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Unit 206	320 Pleasant Street, #206, Oconomowoc, Wisconsin 53066
Unit 207	320 Pleasant Street, #207, Oconomowoc, Wisconsin 53066
Unit 301	320 Pleasant Street, #301, Oconomowoc, Wisconsin 53066
Unit 302	320 Pleasant Street, #302, Oconomowoc, Wisconsin 53066
Unit 303	320 Pleasant Street, #303, Oconomowoc, Wisconsin 53066
Unit 304	320 Pleasant Street, #304, Oconomowoc, Wisconsin 53066
Unit 305	320 Pleasant Street, #305, Oconomowoc, Wisconsin 53066
Unit 306	320 Pleasant Street, #306, Oconomowoc, Wisconsin 53066
Unit 307	320 Pleasant Street, #307, Oconomowoc, Wisconsin 53066

The owner of a Unit shall be known as "Unit Owner".

5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors, floor joists, roof trusses, roofs, foundations, entrances and exits, pipes, ducts, centralized utility services, public utility lines, water and sewer laterals, outside walls, structural parts of the building, swimming pool, and the walks, driveways and landscaping.

Easements are hereby granted and declared for the benefit of the Unit Owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

Each Unit Owner shall have the right of ingress to and egress from such Unit. Such rights shall be perpetual and appurtenant to the Unit ownership.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

6. LIMITED COMMON ELEMENTS

A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of the patios and decks immediately adjacent and appurtenant to each Unit to which it is accessed by a door from a Unit. Limited Common Elements also consist of the underground parking space and locker rooms in basement assigned to any Unit as designated on the Condominium Plat. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PARKING

Eight (8) Units shall be assigned, for exclusive right and use, two (2) underground designated stalls for utilization of the parking of one (1) motor vehicle in each stall. Twelve (12) Units shall be assigned, for exclusive right and use, one (1) underground designated stall for utilization of the parking of one (1) motor vehicle. The exclusive use of said Limited Common Element shall be included as a right running with the title and the lands of the respective Unit. Real estate tax liability resulting from increased assessed valuation as a result of the acquisition by a Unit Owner of exclusive right and use of the aforescribed parking stalls in the Limited Common Element shall accrue to a particular Unit Owner who shall be the exclusive owner of the space thereof. Unit Owners shall be allowed to rent their exclusive parking stall to another Unit Owner. Unit Owners shall not be allowed to rent their exclusive parking stall to a non-Unit Owner, or any other entity.

At the discretion of the Board of Directors of the Association, Unit Owners may be permitted to have the right to utilize inside garage parking stalls located in the inside of the basement, for such purposes of parking and storing items other than motor vehicles. However, all requests for such permission must be submitted in writing prior to consideration and action thereon by the Board of Directors, which written request shall contain complete particulars as to the size, character and dimensions of the particular items involved.

Surface parking will be provided for purposes of visitors and residents, and the maintenance thereof shall be the responsibility of the Association. The surface parking area shall be Common Element.

8. SATELLITE DISH

There shall be no satellite dish of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner installing the satellite dish shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not affect the structural soundness or integrity of any building. The Unit Owner installing the satellite dish shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided one-twentieth (1/20th) interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit.

10. RESIDENTIAL PURPOSE

The building and all Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

11. ASSOCIATION OF UNIT OWNERS

11.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners, known as "Stone Vue Homeowners Association, Inc." (hereinafter "Association"). The affairs of the

Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association is incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

11.2 VOTING RIGHTS. The Association shall have one (1) class of voting membership which shall consist of all Units with each Unit having two (2) votes. The respective rights and qualifications of the members the election of directors shall be as set forth in the Bylaws of the Association.

11.3 ASSOCIATION PERSONNEL. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

11.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the Unit Owners, agencies, or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. A mortgage holder may have an audited financial statement for the preceding fiscal year prepared at its own expense.

11.5 REMEDIES FOR VIOLATIONS BY UNIT OWNER. The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners for failure to comply with the provisions of the Declaration or Bylaws, or with decisions of the Association which are made pursuant to authority granted to the Association in such documents. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

12. REPAIRS AND MAINTENANCE

12.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, outside windows and patio doors, swimming pool, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements.

12.2 LIMITED COMMON ELEMENTS. The Association shall be responsible for the management and control of the Limited Common Elements and responsible for their maintenance and repair. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, attractive and sanitary condition. In addition, the Association shall regulate the use of the Limited Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Limited Common Elements.

12.3 INDIVIDUAL UNITS. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for all plumbing fixtures and piping connected to the Unit, the replacement of interior windows and doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Unit at a temperature sufficient to prevent freezing of water in pipes and fixtures.

12.4 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce

the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

12.5 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the Unit Owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

12.6 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.
2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.
3. The improvement will not impair the structural integrity of the Condominium.
4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association
5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect

the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls. With the exception of first floor Units, there shall be no hard surface floors, except in bathrooms, kitchens, or entry areas.

14. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as housing for older persons as provided in the Bylaws of the Association. At least Eighty percent (80%) of the Units shall be owned and occupied by at least one (1) person who is fifty-five (55) years of age or older. A maximum of Twenty percent (20%) of the Units may be owned and occupied by persons who are less than fifty-five (55) years of age. It is the intent that the Twenty percent (20%) of Units that may be owned and occupied by persons who are less than fifty-five (55) years of age would be the surviving spouse or underage heirs, when the fifty-five (55) or older Unit Owner dies. Children of Unit Owners, under the age of fifteen (15), are prohibited.

In order to maintain the age requirements of the Unit Owners, prior to the selling of a Unit, the Unit Owner must produce evidence of the age of the purchaser, and the Association shall grant written permission authorizing the transfer to said individual.

In the event a purchaser of a Unit seeks to hold title in a Revocable Living Trust, the officers of the Association shall use the age of the older settlor of the Trust as the basis for age calculations.

No trade shall be carried on anywhere within the Condominium except as otherwise provided herein. A Unit Owner may not lease or rent all, or a portion of, their Unit, and the leasing or rental of a Unit for residential purposes shall be considered a violation of this Declaration.

No Unit Owner shall be permitted to allow guests to occupy the Unit, or have use of the Common Elements, except in the case of family members and their respective spouses. Non-family member shall be entitled to visit for a term not to exceed two (2) weeks. Non-family members, and children under fifteen (15), shall be accompanied by Unit Owners during use and enjoyment of Common Elements and facilities. Unit Owners may hire a caregiver who may reside in the Unit for an unlimited time period, as necessary. Exception to the provisions of this Paragraph may be requested and approved by the Board of Directors of the Association.

15. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any reconstructed Unit may not vary more than five percent (5%) from the number of square feet of a Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. An action for partition must be agreed to by mortgagees that represent at least Fifty-one percent (51%) of the Unit votes subject to first lien mortgages. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners

shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

16. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium ("Condominium Insurance") against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The Condominium Insurance shall also cover the replacement of common walls, party walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the common walls and party walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units. The Condominium Insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. The Association shall bill the Unit Owners on an annual basis, in advance each year, for one-twentieth (1/20th) of the premium cost thereof, and the cost of such Condominium Insurance shall be paid in this manner and shall not be included in the Budget to be established annually by the Association and shall not be part of the annual assessments. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlements, or agreements, regarding the Condominium Insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the Condominium Insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges. The Unit Owner shall be responsible for and shall obtain insurance coverage for interior walls, interior windows, window frames, patio doors, doors, and door frames.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 15 hereof, the proceeds of the Condominium Insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the Condominium Insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of Condominium Insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least \$1,000,000.00 for bodily injury and personal injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

17. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws.

A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

In addition to the annual assessments authorized by this Declaration, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Element, including fixtures and personal property related thereto. Special assessments may also be imposed by the Board of Directors for the purpose of balancing operational deficits existing in the annual Budgets.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two year period it is filed.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest from the due date, at a rate equivalent to the then-prevailing highest rate of interest permitted and authorized by the Statutes of the State of Wisconsin, not to exceed Twelve percent (12%) per annum, costs and reasonable attorneys fees, shall become a

lien against the Unit. A suit to recover a money judgment for unpaid Association dues shall be maintainable by the Association without foreclosing, or waiving the lien securing the same.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

At time of closing, a charge of One hundred fifty Dollars (\$150.00) shall be paid to the Association upon the sale of a Unit by a Unit Owner.

18. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-

owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners.

19. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

20. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

20.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

20.2 PERMITS, LICENSES AND EASEMENTS. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

20.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building 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 owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

20.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 20.

21. PARTY WALLS

Each wall which is built as a part of the original construction of the buildings and placed on the dividing line between the Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Unit Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Unit Owner to call for a larger contribution from other Unit Owners under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Unit Owner to contribution from any other Unit Owner under this section shall be appurtenant to the land and shall pass to such Unit Owner's successors in title.

22. RIGHT OF FIRST REFUSAL

No Unit Owner shall at any time sell, convey, sell by Land Contract or installment sale, or devise their Unit, whether by operation of law, or otherwise, without first complying with the provisions contained in this section. No such sale, conveyance, contract of sale, devise, gift, or alienation of any other kind shall be made unless the Association is given no less than twenty-five (25) days' prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, or alienee.

The Association shall at all times have the right and option to purchase such Unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of twenty-five (25) days following the date of receipt of notice. If the option is not exercised by the Association within twenty-five (25) days, the owner, or lessee, may, at the expiration of said twenty-five (25) day period, and at any time within thirty (30) days after the expiration of said period, sell such Unit to the proposed purchaser named in such notice upon the terms specified therein.

In the event that a Unit Owner shall desire to dispose of their Unit by gift or devise to other than their spouse, or heirs at law under the laws of the State of Wisconsin, said Unit Owner, or their personal representative, shall give the Association written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase said Unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the Unit Owner, or the Unit Owner's legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the Unit Owner or their personal representative of its intent to exercise such right and option within thirty (30) days after receipt of notice from the Unit Owner or the Unit Owner's personal representative, as provided herein.

The Association may bid upon and purchase any Unit which becomes the subject of a foreclosure action or tax sale, or is involved in any action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise. The Association shall not exercise any of the options herein set forth to purchase without the prior consent of Unit Owners holding at least Seventy-five percent (75%) of the votes present at any meeting duly called to consider such action.

Unit ownership or interest acquired pursuant to the terms of this section shall be held of record in the name of the Association, or such nominee as the Association shall designate, for the benefit of all of the Unit Owners. The Unit ownership, or interest therein, may be sold by the Association for the benefit of the owners. All proceeds of such sale, or leasing, after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such accounts as the Association may establish and may thereafter be disbursed at any time and in such manner as the Association shall determine.

23. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Seventy-five percent (75%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph.

An amendment of a material adverse nature to first-lien mortgagees must be agreed to by mortgagees that represent at least Fifty-one percent (51%) of the Unit votes subject to first-lien mortgages.

The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

25. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Waukesha County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Waukesha County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the Unit Owner in the Common Elements.

26. NOTICES

26.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

26.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted, (5) in assessments that raise the previous assessed amount by more than twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of Common Elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, (10) the restoration or repair of the project in a manner other than specified in the document, or (11)

any proposed action that requires the consent of a specified percentage of mortgagees;

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

27. FURTHER MATTERS

A. All present and future owners of Units and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed or conveyance thereof.

B. In the event a first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent, fails to submit a response to a written proposal or amendment, within sixty (60) days after it receives proper notice of the proposal or amendment, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, the lender's consent or approval shall be assumed to be approved.

C. The raising, breeding or keeping of animals, in any Unit or on the Common Elements, or any part thereof, is prohibited.

28. SIGNS

A Unit Owner shall not be permitted to erect any signs of any sort for any purpose whatsoever upon the premises or upon their Unit. No flags or other type of devices to promote open houses, or inspections for the sale of a Unit shall be permitted to be erected upon any Common Element or Limited Common Element.

29. RESIDENT AGENT

The resident agent shall be any person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

30. NUMBER AND GENDER

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

31. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

32. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

33. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

IN WITNESS WHEREOF, at least Seventy-five percent (75%) of the Unit Owners, have caused this Re-Statement to Declaration of Conditions, Covenants, Restrictions, and Easements regarding Stone Vue Condominiums to be executed.

IN WITNESS WHEREOF, the said C. Elaine Johnston Trust, owner of Unit 101, Stone Vue Condominiums, has caused this Amendment to be executed at ~~Grovermont~~ Wisconsin, this 2 day of May, 2010.

C. ELAINE JOHNSTON TRUST

By: C. Elaine Johnston
C. ELAINE JOHNSTON,
TRUSTEE

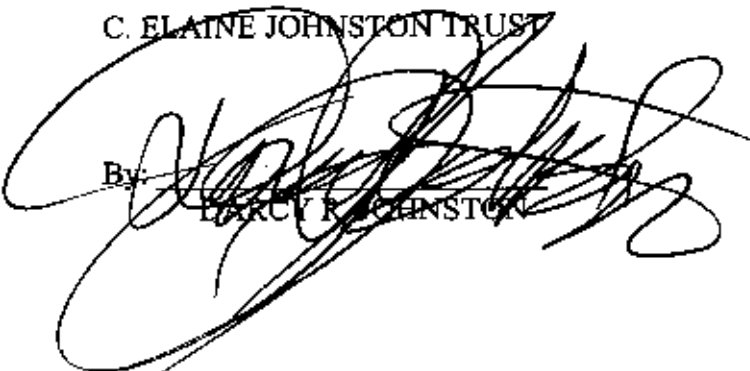
STATE OF WISCONSIN)
Waukesha COUNTY)^{SS}

On this 2 day of May, 2010, before me personally came C. Elaine Johnston, Trustee of the C. Elaine Johnston Trust, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waufer
Notary Public, State of Wisconsin
My Commission: 4-15-2012

In Witness Whereof, the said C. Elaine Johnston Trust, owner of Unit 101, Stone Vue Condominiums, has caused this Amendment to be executed at Waukegan, Oconomowoc, Wisconsin, this 17 day of MAY, 2010.

C. ELAINE JOHNSTON TRUST

By: 

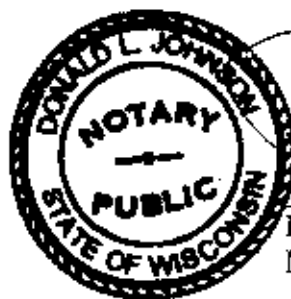
DARCY R. JOHNSTON

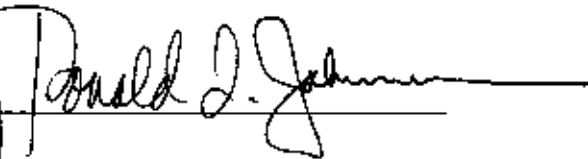
STATE OF WISCONSIN)

SS

Waukegan COUNTY)

On this 17 day of MAY, 2010, before me personally came Darcy R. Johnston, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.





Notary Public, State of Wisconsin

My Commission: 12/26/10

IN WITNESS WHEREOF, the said Betty Lensmith, owner of Unit 102, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 2nd day of May, 2010.

Betty Lensmith
BETTY LENSMTIH

STATE OF WISCONSIN)

Waukegan COUNTY)
SS

On this 2nd day of May, 2010, before me personally came Betty Lensmith, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Wankor
Notary Public, State of Wisconsin
My Commission: 4-15-2012

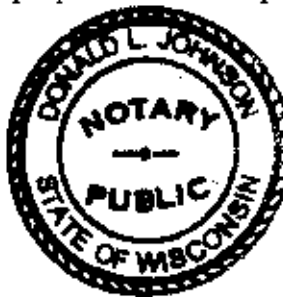
IN WITNESS WHEREOF, the said John Dilallo and Elizabeth Dilallo, owners of Unit 103, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 10 day of May, 2010.

John Dilallo
JOHN DILALLO

Elizabeth Dilallo
ELIZABETH DILALLO

STATE OF WISCONSIN)
Waukesha COUNTY)
SS

On this 10 day of May, 2010, before me personally came John Dilallo and Elizabeth Dilallo, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.



Donald L. Johnson

Notary Public, State of Wisconsin
My Commission: 12/26/10

IN WITNESS WHEREOF, the said Robert S. Wagner, owner of Unit 105, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 2 day of May, 2010.

Robert S. Wagner
ROBERT S. WAGNER

STATE OF WISCONSIN)
)
) ss
) Grant County COUNTY)

On this 7th day of March, 2010, before me personally came Robert S. Wagner, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Jefferson
Notary Public, State of Wisconsin
My Commission: 4-15-2017

IN WITNESS WHEREOF, the said Jane A. Tinus and Arlene R. Tinus, owners of Unit 106, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc Wisconsin, this 10 day of MAY, 2010.

Jane A. Tinus
JANE A. TINUS

Arlene R. Tinus
ARLENE R. TINUS

STATE OF WISCONSIN)
Waushara COUNTY)
SS

On this 10 day of MAY, 2010, before me personally came Jane R. Tinus and Arlene R. Tinus, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Ronald J. [Signature]
Notary Public, State of Wisconsin
My Commission: 12/26/10

CONSENT

The undersigned,

Mortgage Electronic Registration Systems, Inc.
8480 Stagecoach Circle
Frederick, MD 21701

Having an interest as mortgagee in the property described as 320 E Pleasant Unit 106, Oconomowoc, WI 53066, County of Waukesha pursuant to a certain Mortgage in the name of Jane A Tinus and Arlene R Tinus, dated May 12, 2008, recorded on May 22, 2008 in Instrument Number 3573926. The undersigned hereby consents to the Re-statement of Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominium.

In witness where of the undersigned has caused this consent to be executed effective as of September 29, 2010.

MORTGAGEE

Mortgage Electronic Registration Systems, Inc.

BY: Lorna L. Slaughter
Lorna L. Slaughter, Vice President

Sate of Maryland
County of Washington

This instrument was acknowledged before me on September 29, 2010, by Lorna L. Slaughter, Vice President of Mortgage Electronic Registration Systems, Inc. on behalf of the Corporation.

Notary: Gordon D. P. Fairman
Gordon D. P. Fairman

My commission expires: 7/22/2013



2nd day of Nov, 2010.

PENELOPE J. WORTH

1/24/84 Harlem COUNTY) SS

purposes therein expressed.

Notary Public, State of Wisconsin

My Commission: 4-15-2017

IN WITNESS WHEREOF, PNC Bank, NA, holder of the first mortgage on Unit 202, Stone Vue Condominiums, does hereby consent to this Amendment, this 17 day of MAY, 2010.

PNC BANK, NA

By: [Signature]
Title: DIANE WILLIAMS
Foreclosure Manager

By: [Signature]
Title: AVP

STATE OF PENNSYLVANIA
ss
ALLEGHENY COUNTY

On this 17 day of MAY, 2010, before me personally came PNC Bank, NA, by DIANE WILLIAMS and DARRELLA GANAWAY its PLC MGR and AVP respectively, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

[Signature]
GWENDOLYN ROBISON
Notary Public, State of ~~Wisconsin~~ PENNSYLVANIA
My Commission: 11-9-2011

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gwendolyn Robison, Notary Public
Carnegie Boro, Allegheny County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

May

James C. C.

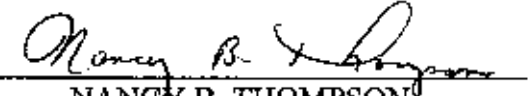
Blauvelt COUNTY)

s 2nd day of May
be the person described

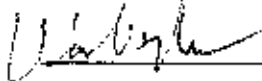
Wankar

IN WITNESS WHEREOF, the said P. Michael Thompson and Nancy B. Thompson, owners of Unit 207, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc Wisconsin, this 2nd day of MAY, 2010.

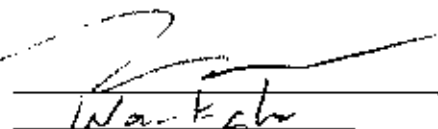

P. MICHAEL THOMPSON


NANCY B. THOMPSON

STATE OF WISCONSIN)

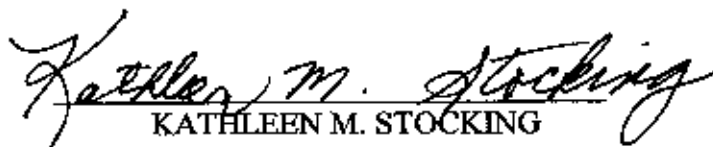
)
COUNTY)
SS

On this 2nd day of May, 2010, before me personally came P. Michael Thompson and Nancy B. Thompson, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.


Notary Public, State of Wisconsin
My Commission: 41-45-12

IN WITNESS WHEREOF, the said James L. Stocking and Kathleen M. Stocking, owners of Unit 301, Stone Vue Condominiums, has caused this Amendment to be executed at ~~Oconomowoc~~, Wisconsin, this 25th day of MAY, 2010.

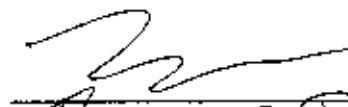

JAMES L. STOCKING


KATHLEEN M. STOCKING

STATE OF WISCONSIN)

~~Waukesha~~ COUNTY)
Waukesha

On this 25th day of May, 2010, before me personally came James L. Stocking and Kathleen M. Stocking, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.


Thomas S. Jones
Notary Public, State of Wisconsin
My Commission: 4-15-15

IN WITNESS WHEREOF, the said Audrey M. Uekert Revocable Trust est. 05/23/96, owner of Unit 302, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 2nd day of May, 2010.

AUDREY M. UEKERT REVOCABLE
TRUST EST. 05/23/96

By: Audrey M Uekert
AUDREY M. UEKERT,
TRUSTEE

STATE OF WISCONSIN)

Waukegan COUNTY)
SS

On this 2nd day of May, 2010, before me personally came Audrey M. Uekert, Trustee of the Audrey M. Uekert Revocable Trust est. 05/23/96, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waukegan
Notary Public, State of Wisconsin
My Commission: 4-15-2012

IN WITNESS WHEREOF, the said Janet Ann Snyder Revocable Trust dated 9/20/07, owner of Unit 303, Stone Vue Condominiums, has caused this Amendment to be executed at Conover, Wisconsin, this second day of May, 2010.

**JANET ANN SNYDER REVOCABLE
TRUST DATED 9/20/07**

By: Janet Ann Snyder
JANET ANN SNYDER,
TRUSTEE

STATE OF WISCONSIN)
)
) ss
 Waubeeka COUNTY)

On this 2nd day of May, 2010, before me personally came Janet Ann Snyder, Trustee of the Janet Ann Snyder Revocable Trust dated 9/20/07, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Notary Public, State of Wisconsin
My Commission: 4/6/2012

IN WITNESS WHEREOF, the said Robert Godbarsen and Dale L. Godbarsen, owners of Unit 305, Stone Vue Condominiums, has caused this Amendment to be executed at Channahon, Wisconsin, this 2nd day of May, 2010.

Robert Godbarsen
ROBERT GODBARSEN

Dale L. Godbarsen
DALE L. GODBARSEN

STATE OF WISCONSIN)

Waukegan COUNTY)
SS

On this 2nd day of May, 2010, before me personally came Robert Godbarsen and Dale L. Godbarsen, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waukegan
Notary Public, State of Wisconsin
My Commission: 4-15-2012

IN WITNESS WHEREOF, the said Catherine A. Buckeridge, owner of Unit 306, Stone Vue Condominiums, has caused this Amendment to be executed at ~~Waukegan~~ Wisconsin, this 2nd day of May, 2010.

Catherine A. Buckeridge
CATHERINE A. BUCKERIDGE

STATE OF WISCONSIN)

Waukegan COUNTY)
ss

On this 2nd day of May, 2010, before me personally came Catherine A. Buckeridge, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waukegan
Notary Public, State of Wisconsin
My Commission: 4-15-2012

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DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING
STONE VUE CONDOMINIUMS

Recorded , 19 , at .M.,
Vol. of Records, at page
as Document No. , in the
office of the Register of Deeds
for Waukesha County, Wisconsin.

THIS DECLARATION is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 through 703.28, of the Wisconsin Statutes, this day of , 19 , by Robert H. Kreuter and Robert Yunker (hereinafter called "the Developer").

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in Exhibit A attached hereto.
NOW, THEREFORE the Developer hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- Section 1. "Association" shall mean and refer to STONE VUE HOME OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit B appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" shall mean and refer to all real property and facilities described in Exhibit B. Each Owner shall have an undivided interest in the Common Area and facilities in the proportion as set forth in Article III.

Section 5. "Limited Common Areas" are:

(a) The patio as designated on the plat of survey attached hereto immediately adjacent and abutting to each unit and reserved for its exclusive use.

(b) The underground parking space and locker rooms in basement assigned to any unit as designated on the plat of survey attached hereto, and specifically including the basements of each Building, subject further to the definition of Limited Common Area set forth herein.

Section 6. "Unit" shall mean a part of the property being subjected to these Declarations intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a Building, and with a direct exit to a public street or highway or to a Common Area or Limited Common Area leading to such street or highway, with improvements thereon, as shown upon the plat of survey of the property set forth in Exhibit B, designated by numerical sequence, and which shall be recorded pursuant to Section 703.13 Wis. Stats.

Section 7. "Developer" shall mean and refer to Robert H. Kreuter and Robert Yunker, their successors and assigns.

Section 8. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 9. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

ARTICLE II

DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS

- Section 1. **CODE IDENTIFICATION.** The building shall be specifically designated as Stone Vue, and each Unit will be designated in a numerical sequential order, as set forth in Exhibit A attached hereto and a part of this Declaration.
- Section 2. **DESCRIPTION OF RESIDENTIAL BUILDING.** The residential building on the real estate described herein in this Declaration, contain the number of units as shown for the respective buildings on Exhibit A. Said building shall contain two levels, plus a basement, and are constructed principally of wood, brick and concrete. Additional construction details are set forth in the building plans and working drawings available for inspection at the office of the Developer. The Units will consist of one bedroom, two bedroom and three bedroom Units, and will also contain one or two bathrooms, living room and kitchen. Attached hereto are Exhibits A through D consisting of floor plans for respective variations of Units and exterior elevations.
- Section 3. **IDENTIFICATION OF UNITS.** A Unit shall mean a part of the Property subject to this Declaration intended for residential independent use, including one or more cubicles of air at one or more levels of space, or one or more rooms of enclosed spaces located on one or more floors (or parts thereof) in the Building, and with a direct exit to a public street or highway or to a Common Area or Limited Common Area leading to such street or highway.
- Section 4. **HORIZONTAL BOUNDARIES.** The upper and lower boundaries of each condominium unit shall be:
- (a) Upper Boundary: The plane of the under surfaces of the chords of the roof trusses, or the floor joists which serve as ceiling joists.
 - (b) Lower Boundary: The plane of the under surfaces of the floor.
- Section 5. **VERTICAL BOUNDARIES.**
- (a) Exterior Building Walls: The interior plane of the exterior of the outside walls of the building or unit, and where there is attached to the building a balcony, terrace, porch, or other portions of the buildings serving only the condominium unit being bounded; such boundaries shall be deemed to include any such appurtenances.

(b) Interior Building Walls: The plane of the center line of walls bounding a unit.

In interpreting the boundaries of the units created under this Condominium, the provisions of Section 703.13 of the Wisconsin Statutes shall apply.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

- Section 1. **PERCENTAGE OF OWNERSHIP.** Each Owner shall own an undivided interest in the Common Area and facilities with all other Owners. The percentage of ownership shall be 1/20th.
- Section 2. **OWNER'S EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.
- Section 3. **OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT.** Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.
- Section 4. **USE OF UNITS.** Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall be considered to be a violation of this covenant, unless modified by the Association.
- Section 5. **USE OF COMMON AREA.** There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.
- Section 6. **PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES.** Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by

him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

- Section 7. **ANIMALS.** The Association shall and does herein, by rules and regulations, prohibit the raising, breeding or keeping of animals in any Unit or on the Common Area or any part thereof. It is the intent of the Developer that all animals shall be prohibited, unless decreed by the Association.
- Section 8. **RULES AND REGULATIONS.** No Owners shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.
- Section 9. **DELEGATION OF USE.** Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Area and facilities to the members of his family, to guests or contract purchasers of his Unit who reside on the property and only to said individuals, unless otherwise authorized by the Association.
- Section 10. **PARKING RIGHTS.** Each Unit Owner of any variety of a two bedroom unit contained in the residential buildings to be constructed in this condominium shall acquire, as part of their original acquisition price, for exclusive right and use of Limited Common Area situated in the basement of the particular Building in which said condominium Unit shall be situated, of designated stalls for utilization of the parking of one motor vehicle. Each Unit Owner of any variety of a one bedroom Unit contained in the residential buildings to be constructed in this condominium shall receive, as part of their acquisition price, the exclusive right and use of Limited Common Area situated in the basement of the particular Building in which said condominium Unit shall be situated, of one designated stall for the parking of one motor vehicle. The exclusive use of said Limited Common Areas afore described consisting of parking stalls for motor vehicles shall be included as a right running with the title and the lands of the respective condominium Units. Real estate tax liability resulting from increased assessed valuation as a result of the acquisition by Unit Owners of exclusive right and use of the afore described parking stalls in the Limited Common Areas of the basements of the Buildings as afore described, shall accrue to the particular Unit Owner who shall be the exclusive owner of the space thereof. Unit owners shall also have the right to rent additional spaces from Developer or the Association.

At the discretion of the Board of Directors of the Association, Unit Owners may be permitted to have the right to utilize inside garage parking stalls located in the inside of the basement, for the purposes of parking and storing items other than motor vehicles, such as boats, trailers and campers. However, all requests for such permission must be submitted in writing prior to consideration and action thereon by the Board of Directors, which written request shall contain complete particulars as to the size, character and dimensions of the particular items involved.

Section 11. SIGNS. No Owner shall be permitted to erect any signs of any sort for any purpose whatsoever upon the premises or upon his Unit. No flags or other type of devices to promote open houses, inspections for the sale of said Units, shall be permitted to be erected upon any Common Area. The foregoing restrictions concerning the erection of signs and other types of advertising material concerning the sale of Units shall not be applicable to the Developer, or to his real estate agents employed for the purposes of selling newly constructed Units as part of the initial development hereof.

Section 12. GUESTS. No Owner shall be permitted to allow guests to occupy the Unit except in the case of blood relations and their respective spouses who shall be entitled to visit for a term not to exceed two weeks. Guests shall be accompanied by Unit Owners during use and enjoyment of Common Areas and facilities.

ARTICLE IV

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND
RIGHT OF FIRST REFUSAL ON CONVEYANCE

Section 1. MEMBERSHIP. The Association referred to in Article I, Section 1, herein, shall consist of, as members, every Unit Owner herein. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of the title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. VOTING. The Association shall have two classes of voting membership:

- (a) Class A. Class A members shall be all Unit Owners in this condominium, with the exception of the Developer.
- (b) Class B. The Class B member(s) shall be the developer and shall be entitled to three votes for each Unit owned or which may be built upon the lands described in Exhibit B. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - 1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

- ii) on December 31, 1981, or such date upon which 75% of the units shall have been sold and marketed, whichever event shall occur earlier.

Section 3. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 4. CONVEYANCE. Except for a resale back to the Declarant, no unit owner or lessee shall at any time sell, convey, contract to sell, lease or devise his unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given no less than twenty-five (25) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee. The Association shall at all times have the first right and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of twenty-five (25) days following the date of receipt of notice. If the option is not exercised by the Association within twenty-five (25) days, the owner or lessee, may, at the expiration of said twenty-five (25) day period and at any time within thirty (30) days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. In the event that the unit owner shall desire to dispose of his unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin, said unit owner or his personal representative shall give the Association written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the unit owner or his legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the unit owner or his personal representative of its intent to exercise such right and option within thirty (30) days after the receipt of notice from the unit owner or his personal representative as provided herein.

The Association may bid upon and purchase any unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise. The Association shall not exercise any of the options herein set forth to purchase or lease any unit without the prior consent of unit owners holding at least seventy-five percent (75%) of the votes present at any meeting duly called to consider such action. Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein may be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine. The Association shall be entitled to a payment from the transferor of \$150.00 in the event of sale, conveyance, contract of sale, devise, gift, lease, sublease or alienation of any kind by all unit owners subsequent to Developer.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the Properties, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs; the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section. The Association shall have no liability or responsibility for furnishing maintenance and repair to exterior surfaces of any buildings which shall be erected on any portion of lands described in Exhibit B which shall not have been made subject to the Unit Ownership Act of Wisconsin (Chapter 703, Wisconsin Statutes) and which shall be utilized for rental purposes or single family residential dwelling purposes. The Association shall be limited in its expenditure of funds for the management and control of Common Area contained in this condominium declared herein, and for the maintenance and repair of exterior surfaces of all buildings situated within the confines of this condominium as declared herein only to the extent that such funds as shall have been contributed by way of payment of assessments and Home Owners Association dues by the Unit Owners in this Condominium as declared herein, and the Association shall be required to maintain separate books of record and account concerning all income received from this Condominium, and common expenses incurred by the Association attributable to Common Areas situated in more than one condominium shall be prorated accordingly.

In connection with the operation and maintenance and repair of the swimming pool situated within this condominium as declared herein, and included within the Common Area of this Condominium, shall have the right to utilize said pool facilities, the expenditures incurred by way of maintenance, repair, management and control of the swimming pool facilities shall be prorated equally between all Unit Owners herein. The Developer, his heirs, assigns and representatives, as Owner of the fee of said undeveloped portion of the lands described in Exhibit B shall not be required to make any payment whatsoever towards the maintenance, operation and repair of the swimming pool, for a period

of five years from the completion of said pool.

- Section 2. **SERVICES.** The Association may 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 Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to each Unit.
- Section 3. **PERSONAL PROPERTY FOR COMMON USE.** The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.
- Section 4. **RULES AND REGULATIONS.** The Association may make reasonable rules and regulations governing the use of the Units and Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.
- Section 5. **IMPLIED RIGHTS.** The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- Section 6. **EASEMENTS FOR DEVELOPER.** The Developer, for himself, his heirs, assigns, successors and representatives, shall retain easements rights for purpose of ingress and egress to the lands described in Exhibit B, during periods of

REEL 153 IMAGE 627

construction, as well as operation periods subsequent to completion of construction, over the lands included in the declarations and exhibits of STONE VUE.

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ARTICLE VI

COVENANT FOR ASSESSMENTS

- Section 1. **AGREEMENT TO PAY ASSESSMENT.** Developer for each Unit owned by it within the Properties, and for and as the Owner of the Properties and every part thereof, hereby covenants, and each Owner of any Unit by the Acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, or capital improvements, and for any other matters as provided in this Declaration, except that the Developer, his heirs and assigns shall not be required to contribute a yearly or monthly assessment, for a period of five years from the sale of the eighteenth unit, or the two units designated for ownership by Developer because of Developer's efforts in implementing this project, the modest cost of the individual units and the contributions to the owners association as delineated in Section 5 of this Article. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.
- Section 2. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the buildings situated upon the Properties, and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water lines to individual Units.
- Section 3. **MAXIMUM ANNUAL ASSESSMENT.** Until February 28 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment shall be FOUR HUNDRED TWENTY and no/100 (\$420.00) --- per Unit constructed, payable in monthly installments of \$35.00, which payments shall commence, on a prorata basis, as of the date of closing of the sale of the particular Unit, payable in advance each and every month. The Board of Directors shall annually fix the amount of the assessment and shall set the same to commence as of March 1 of each year, based upon the budget adopted by the Board of Directors for each fiscal year commencing March 1.
- Section 4. **SPECIAL ASSESSMENTS AND CHARGE FOR SALE BY UNIT OWNER.** In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year,

a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the Properties. Special assessments may also be imposed by the Board of Directors for the purpose of balancing operational deficits existing in the annual budgets. There shall be a charge of \$150.00 payable by the seller of said unit to the Association upon subsequent sales of any unit by original and subsequent owners.

Section 5. DEVELOPER'S AGREEMENT TO MAKE CONTRIBUTIONS TO ASSOCIATION. The Developer agrees to make a cash contribution equivalent to \$250.00 for each Unit that shall be sold in STONE VUE CONDOMINIUMS, said sum of money to be paid within two (2) weeks after date of closing of the respective Unit. The purpose of the payment of these contributions by the Developer is to aid and assist the Association in making a sound financial beginning of its operations and to make available necessary funds for initial operation of the business and activities of the Association. In consideration thereof the unit owners agree to waive assessments to Developer (see Section 1).

Section 6. RATE OF ASSESSMENT. Both annual and special assessments as affects Units which shall have been sold and closed in STONE VUE, shall be fixed at a uniform rate for all sold and occupied Units and shall be collected on a monthly basis. The Developer, as the Owner of unsold Units within STONE VUE CONDOMINIUMS shall be required to pay to the Association, as the annual and/or special assessments as may affect such Units, an amount equivalent to 25% of the rate applicable to all Units as described above.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments for the Units within each individual Building as provided for herein shall commence as to all Units within each individual Building on the first day of the month following the conveyance of the first Unit within each individual Building by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of

the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. LIEN FOR ASSESSMENTS. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- a) Liens of general and special taxes; and
- b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument.
- c) Construction liens filed prior to the making of such assessment.

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

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and

power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equivalent to the then prevailing highest rate of interest permitted and authorized by the Statutes of the State of Wisconsin, not to exceed 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successor and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY. No exterior additions or alterations to any building on the Properties, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Properties, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B members, the Architectural Committee must have the written approval of the Developer. A meeting may be called for this purpose or the members may give written approval when practical.

It is further declared by the Developer that any such exterior additions or alterations, etc., as provided hereinabove that may be undertaken upon the Properties and any Buildings thereon, shall comply in all respects to municipal zoning ordinances of the City of Oconomowoc and approval of all administrative agencies of the City of Oconomowoc therefor must be obtained.

ARTICLE VIII

PARTY WALLS

- Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.
- Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.
- Section 4. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- Section 5. ENCROACHMENTS. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby taxes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association. Such easements as provided herein shall be limited to improvements as originally constructed.

ARTICLE IX

INSURANCE

- Section 1. OBLIGATION OF OWNERS. It shall be the obligation of each Owner to keep the premises insured against loss by fire and extended coverage by means of a fire and extended coverage insurance policy in the amount of the full insurance value of said Unit, which is the replacement value thereof. By reason of the fact that the lowest premium rates that can be obtained for fire and extended coverage insurance upon the individual Units, and Buildings in which the same are situated, can only be accomplished by means of the placement of all insurance coverages for fire and extended coverage on the Units and Buildings, exclusive of the contents thereof, with one company, which company shall issue a master policy for the entire project, and individual take off certificates for individual Units, each Owner shall be required to obtain their respective individual policies of insurance as described through such company that shall be issuing the master policy of insurance and such certificates. The Association shall obtain and purchase the insurance coverages referred to above, and shall bill the Unit Owners on an annual basis, in advance each year, for the prorata share of the premium cost thereof, and the cost of such insurance shall be paid in this manner and shall not be included in the budget to be established annually by the Association and shall not be part of the annual assessments.
- Section 2. PARTIAL OR TOTAL DESTRUCTION. In the event of partial or total destruction of any Unit by fire, casualty or otherwise, the Association shall utilize the proceeds to be paid as a result of the existence of the above-described master policy of insurance, and shall expeditiously and as rapidly as possible proceed to undertake such repair or reconstruction. In the event the cost of such repair or reconstruction shall exceed the sum of money available as a result of such insurance coverage, the deficit shall be imposed as an assessment against the Unit or Units affected by such fire, casualty or other type of loss.
- Section 3. ADDITIONAL INSURANCE PROVISIONS. The Board of Directors shall provide public liability insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time. Unit Owners may, at their option,

proceed to obtain individual insurance policies providing coverage to them upon their individual contents, as well as improvements rendered within their individual Units, and the cost thereof shall be paid for by the individual Unit Owner.

Section 4. DESTRUCTION AND RECONSTRUCTION. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable, and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all Owners agree not to rebuild or repair. 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 5% from the number of square feet for such Unit as originally constructed, and the locations of the buildings shall be substantially the same as prior to the damage or destruction. Any such reconstruction, repair or rebuilding as specified herein shall further be subject to the issuance of approval thereof by the City of Oconomowoc Planning Commission and any other municipal agencies having jurisdiction thereover.

In the event a decision shall be made by the Unit Owners not to reconstruct or rebuild as provided for hereinabove, and the Building or Buildings involved shall be razed, Unit Owners shall be required to raze said Building or Buildings, leveling them to the ground and shall be required to restore the premises to their original grade, disconnect and remove all utility connections to said Building or Buildings, and landscape and sod the area involved.

ARTICLE X

DESCRIPTION OF BUILDINGS AND UNITS

Section 1. PLAN OF DEVELOPMENT. As shown on Exhibit A attached, STONE VUE CONDOMINIUMS shall consist of a total of one building containing Units as well as inside parking facilities as described hereinafter:

<u>Building No.</u>	<u>Number of Units</u>	<u>Inside Parking Facilities</u>
One	20	30

Section 2. PARKING FACILITIES. With respect to STONE VUE CONDOMINIUMS, there will be constructed a total of 10 surface parking stalls which will be provided for purposes of visitors and residents of STONE VUE CONDOMINIUMS, and the maintenance thereof shall be the responsibility of the Association. The said surface parking areas shall be deemed part of the Common Areas of STONE VUE CONDOMINIUMS.

Section 3. RENTAL CONTINGENCY. In the event Developer is unable to sell all Units within a reasonable time, Developer shall be entitled to rent vacant Units until such time as a sale is consummated.

ARTICLE XI

GENERAL PROVISIONS

- Section 1. **ENFORCEMENT.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association.
- Section 2. **SEVERABILITY.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- Section 3. **AMENDMENT.** The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of the Declaration may be amended during the first five year period after original recording hereof by an instrument of amendment signed solely by the Developer. Said amendment to the Declarations shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin. Thereafter, for the remaining 25 year period, the same may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners except as provided in Article X, Section 2. Any amendment must be properly recorded. In the event that the permanent character of the percentage of the undivided interest of each Owner in the Common Area as expressed in Article III, Section 2 is to be altered, then such amendment altering such percentage formula must have the consent of all Owners expressed in an amended Declaration duly recorded. All Unit Owners, by the acceptance of a deed of conveyance from the Developer, do agree thereby that the Developer has been granted, by these Declarations, a power of attorney, binding themselves, their heirs and assigns, to execute any and all documents required to effectuate such amendments as necessary.

Section 4. REGISTERED AGENT FOR SERVICE OF PROCESS. The initial registered agent for service of process shall be Robert Yunker, 6900 W. Lincoln Ave., West Allis, WI. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Waukesha County.

Section 5. PUBLIC UTILITY EASEMENTS. The Developer does herewith place on record this section of the Declarations, for the purpose of reserving to itself the right to execute and deliver easements for public utility purposes, if necessary, from time to time, for such items as electricity, telephone, gas, water, sewer and any other public utility, which easements may, by necessity, traverse along, across, under or through any portion of the Common Areas, involved herein, and does declare that the Developer, Robert H. Kreuter and Robert Yunker, is duly authorized and permitted to execute any and all easements for public utility purposes, including, but not exclusively limited thereto, such items as electricity, telephone, gas, sewer and water for use in the subject premises, which public utility lines or facilities may, by necessity, traverse across, over, under or through all or any portion of the Common Areas described herein, and as may be added hereto by annexation pursuant to the provisions hereof.

Section 6. RECIPROCAL EASEMENTS. Developer reserves for himself, his heirs, assigns, successors and representatives that may be subject to the Unit Ownership Act of Wisconsin (Chapter 703, Wis. Stats.), the right of ingress and egress in, to, upon and through and over Common Areas contained in STONE VUE CONDOMINIUMS, particularly including the swimming pool designated therein, and each of the Unit Owners of STONE VUE CONDOMINIUMS, shall have a reciprocal easement for ingress and egress in, over, upon and through all additional lands to be designated as Common Areas, particularly all private roads as may be laid out and constructed through the entire parcel of property described in Exhibit B.

Section 7. NON-HOMESTEAD OF DEVELOPER. None of the lands described in Exhibit B and attached hereto constitute the homestead of the Developer. However Developer shall be individual owners with accompanying rights, privileges and responsibilities of two units in STONE VUE.

REEL 153 IMAGE 639

IN WITNESS WHEREOF, the said Robert Yunker
has caused this document to be signed this 11th
day of December, 1975.

Executed in the Presence of:

James F. Flaherty

Robert H. Karet (SEAL)

Sherry Koonis

Robert J. Miller (SEAL)

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } ss.

Personally came before me, this 14th day of December, 1925, the above named and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James F. Hark
Notary Public
Milwaukee County, Wisconsin
My Commission is Permanent

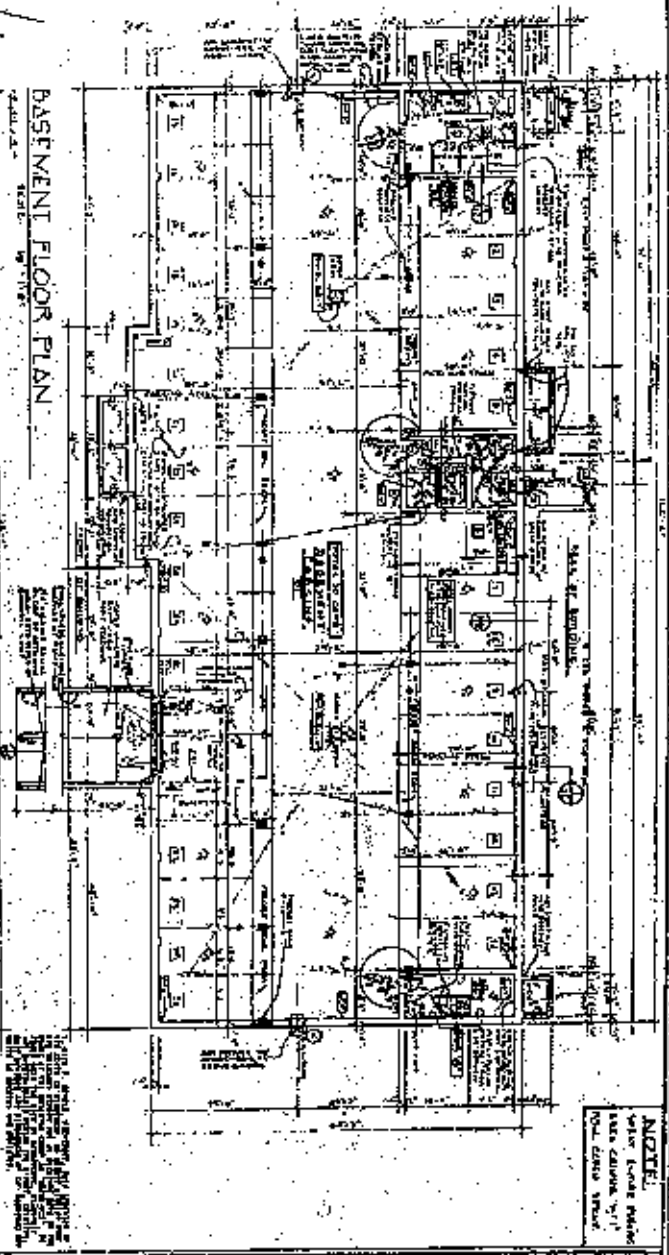
This Instrument was Drafted by
James F. Blask
Attorney at Law

- GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE PROJECT.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL DEBRIS AND WASTE.
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTING AND LANDSCAPING.
 9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTING AND LANDSCAPING.

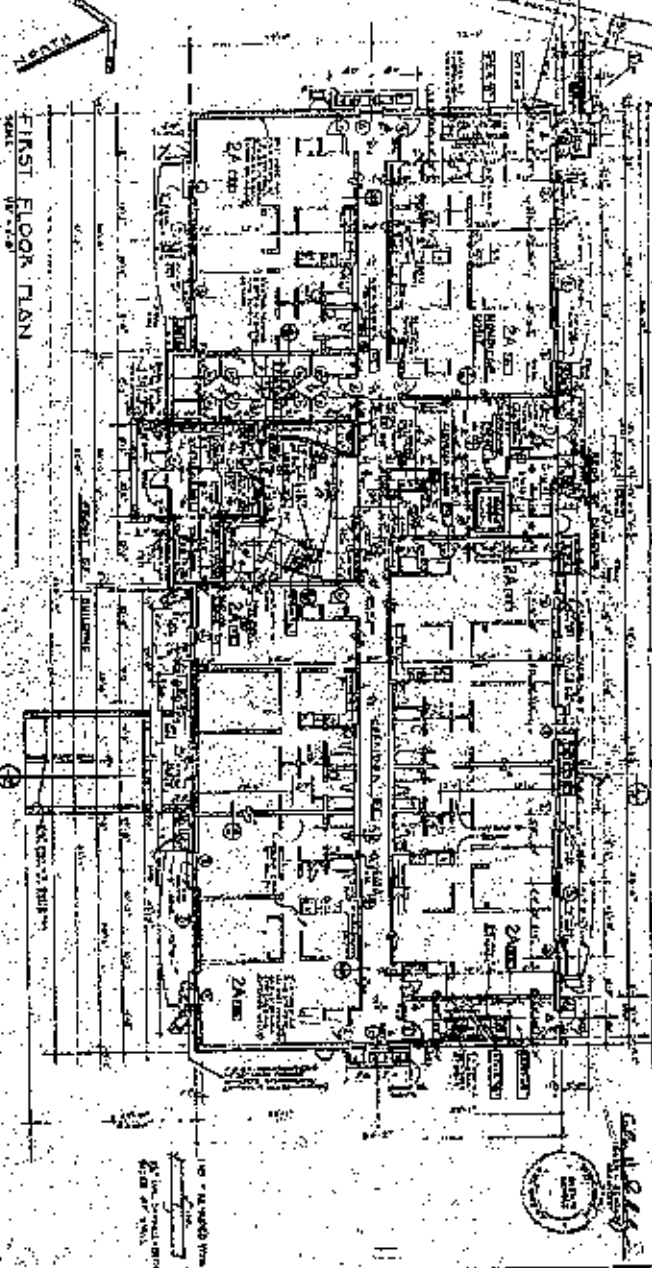
UNIT COUNT SCHEDULE

UNIT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
UNIT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



NOTE:

SEE EXHIBIT B FOR

SEE EXHIBIT C FOR

SEE EXHIBIT D FOR

SEE EXHIBIT E FOR

SEE EXHIBIT F FOR

SEE EXHIBIT G FOR

SEE EXHIBIT H FOR

SEE EXHIBIT I FOR

SEE EXHIBIT J FOR

SEE EXHIBIT K FOR

SEE EXHIBIT L FOR

SEE EXHIBIT M FOR

SEE EXHIBIT N FOR

SEE EXHIBIT O FOR

SEE EXHIBIT P FOR

SEE EXHIBIT Q FOR

SEE EXHIBIT R FOR

SEE EXHIBIT S FOR

SEE EXHIBIT T FOR

SEE EXHIBIT U FOR

SEE EXHIBIT V FOR

SEE EXHIBIT W FOR

SEE EXHIBIT X FOR

SEE EXHIBIT Y FOR

SEE EXHIBIT Z FOR

SEE EXHIBIT AA FOR

SEE EXHIBIT AB FOR

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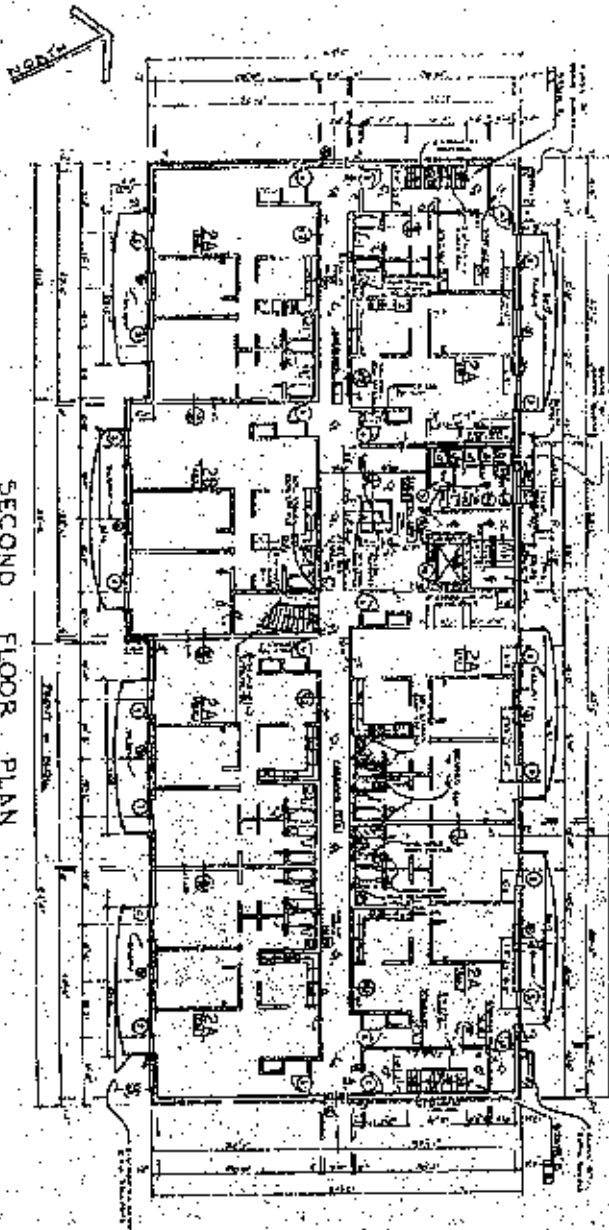
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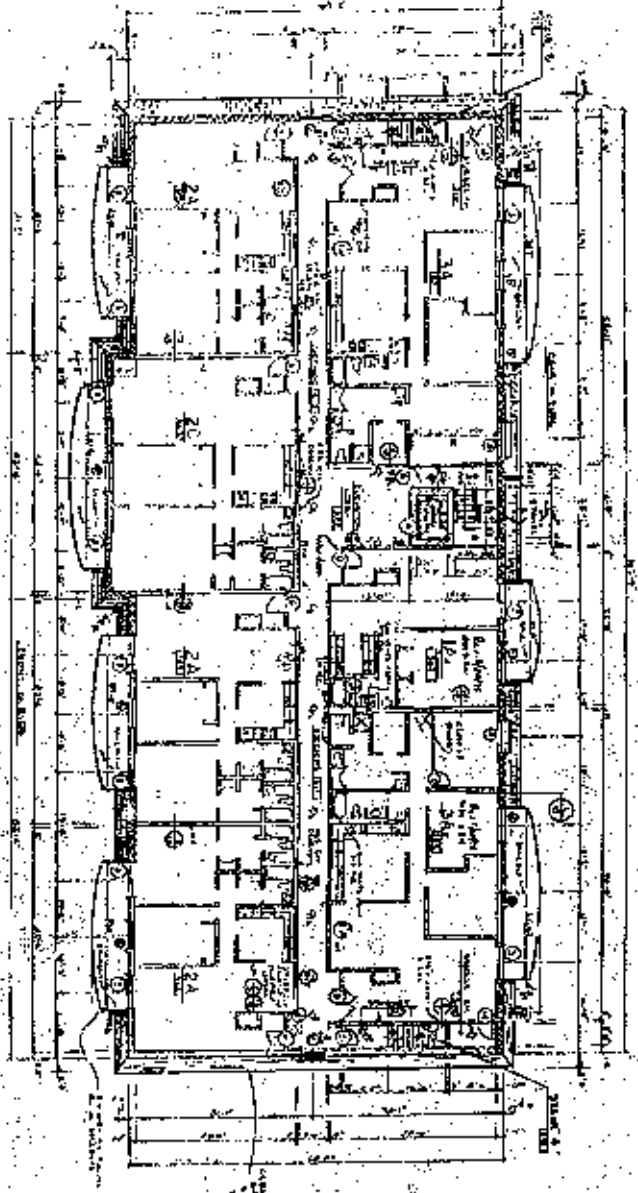
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SEE EXHIBIT AS FOR

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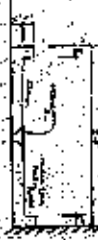
THIRD FLOOR PLAN



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Vertical text, possibly a title or description.

Vertical text, possibly a title or description.



3

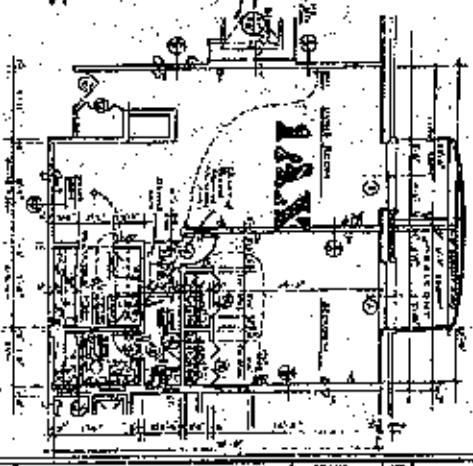
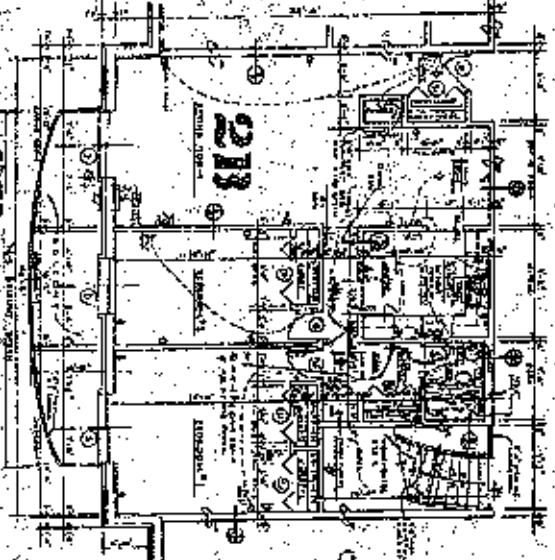
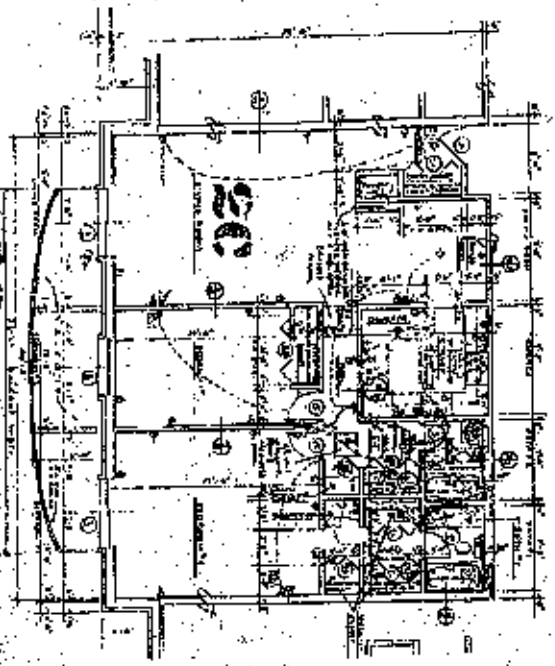
A

John H. Soderlund, Architect, AIA
1000 W. Wisconsin Ave., Milwaukee, Wis.

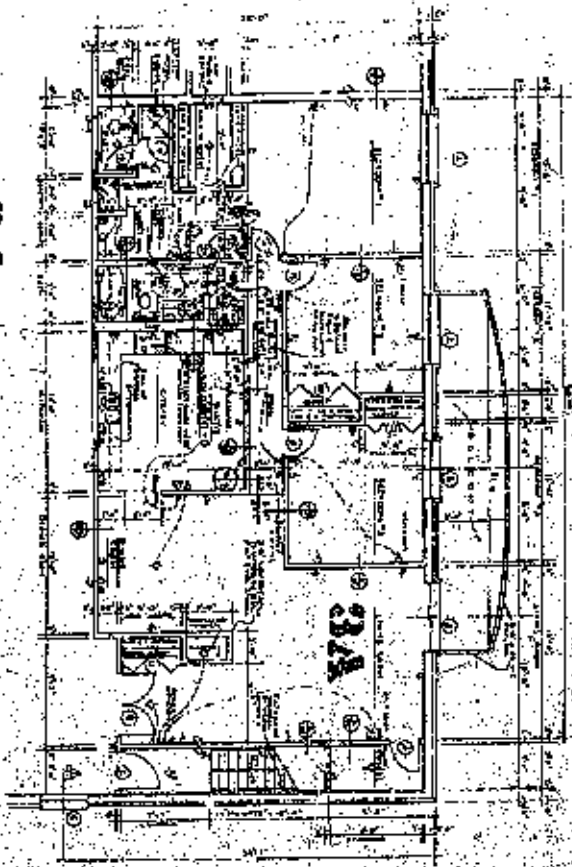
GROUP ECONOMY PROJECT
OCONOMOWOC, WISCONSIN

ARCHITECT: YUNKER
MILWAUKEE, WISCONSIN

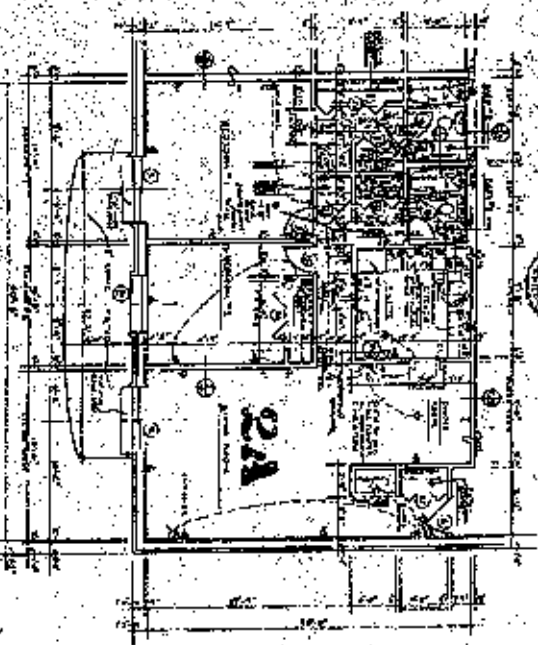
DATE	10/12/74
BY	YUNKER
CHECKED	
DATE	



TYPICAL 1AX CONTINUATION



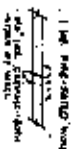
TYPICAL 3A UNIT



TYPICAL 2A UNIT



642-649



A	Allen H. Sanborn Architect, Inc. AIA	UNIT CONDOMINIUM PROJECT OCONOMOWOC, WISCONSIN	KREUTER - TUNKER MILWAUKEE, WISCONSIN	4/79	4/79	4/79
				4/79	4/79	4/79

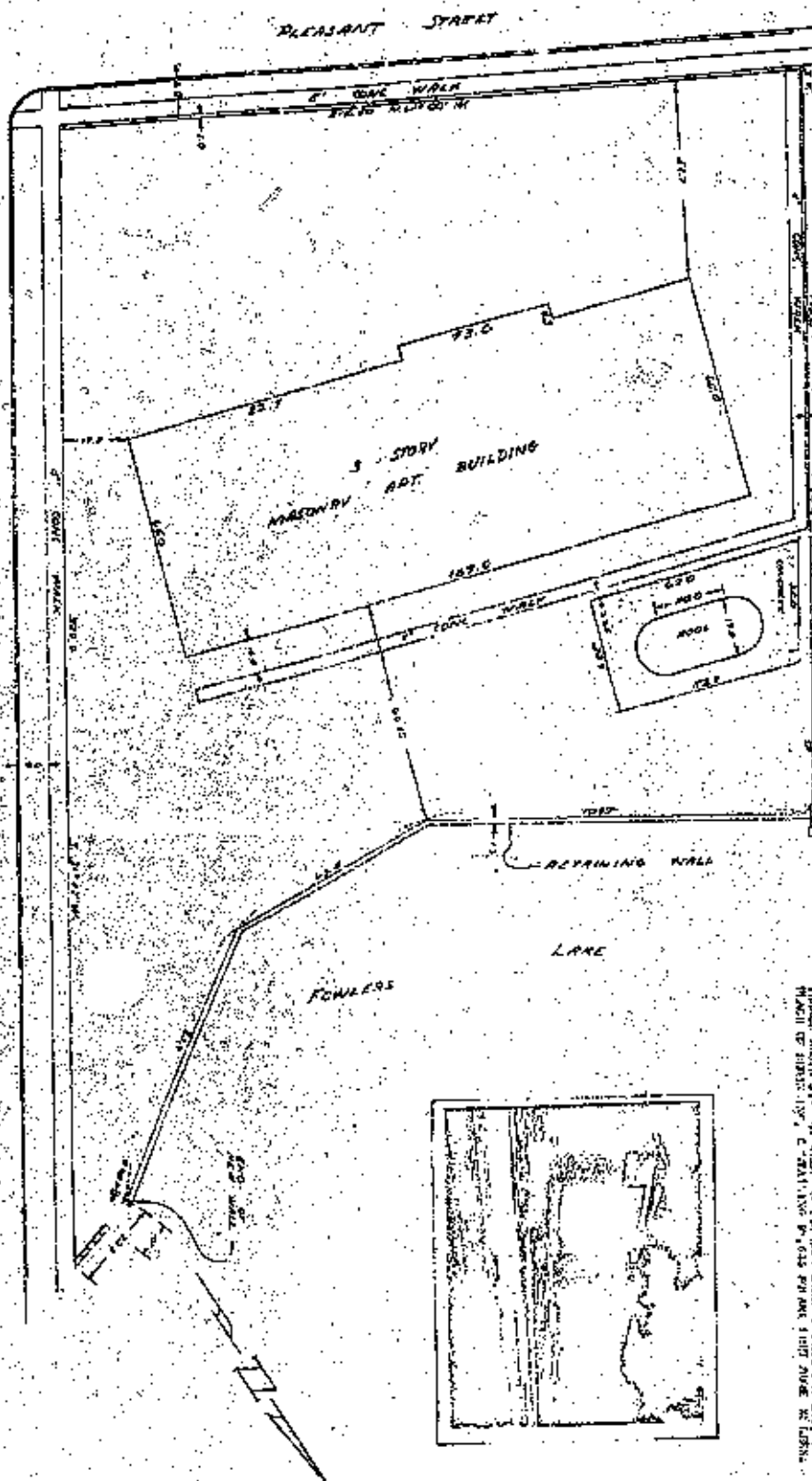
EXHIBIT B

LEGAL DESCRIPTION

A PART OF LOTS 203, 204 & 205 IN HARL & ROCKWELL'S ADDITION TO
 OCONOMOWOC, A PART OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 17
 EAST, IN THE CITY OF OCONOMOWOC, WAUKESHA COUNTY, STATE OF
 WISCONSIN: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 203,
 THENCE NORTH $61^{\circ} 00'$ WEST ALONG THE SOUTH LINES OF SAID LOTS
 203, 204 & 205 214.5 FEET TO A POINT: THENCE NORTH $31^{\circ} 47'$ EAST
 AND PARALLEL TO EAST LINE OF SAID LOT 203, TO THE SHORE OF FOWLER
 LAKE, THENCE EASTERLY ON AND ALONG THE SHORE LINE OF FOWLER LAKE
 TO A POINT, SAID POINT BEING THE EAST LINE OF SAID LOT 203, EX-
 TENDED, THENCE SOUTH $31^{\circ} 47'$ WEST ON THE EAST LINE OF SAID LOT
 203, TO THE PLACE OF BEGINNING, CONTAINING 50,635 SQUARE FEET
 MORE OR LESS.

PEEL 153 MAP 644

EXHIBIT C



THESE DIMENSIONS ARE BASED UPON THE SURVEY AND THE LOCATION OF THE BUILDING AND THE LOCATION OF THE LAKE AND THE LOCATION OF THE POWER LINES. THE DIMENSIONS OF THE BUILDING AND THE LOCATION OF THE LAKE AND THE LOCATION OF THE POWER LINES ARE BASED UPON THE SURVEY AND THE LOCATION OF THE BUILDING AND THE LOCATION OF THE LAKE AND THE LOCATION OF THE POWER LINES.

NOT IN SCALE

Surveyor/Engineer/Consultant/Co.	David G. Smith, P.E., Registered Professional Engineer, Wisconsin
Date	11-11-13
Project Name	WISCONSIN LAND SURVEYING, LTD.
Address	1235 North 7th St., Suite 100, Wausau, WI 54980
Phone	715-795-1234
Fax	715-795-1235
Email	info@wisconsinlandsurveying.com

A PORTION OF THE 1/4 SECTION 36, T12N, R12E, S12W, CO. 12, ST. 12, WISCONSIN, IS THE SUBJECT OF THIS SURVEY. THE SURVEY WAS MADE BY THE SURVEYOR AND THE LOCATION OF THE BUILDING AND THE LOCATION OF THE LAKE AND THE LOCATION OF THE POWER LINES ARE BASED UPON THE SURVEY AND THE LOCATION OF THE BUILDING AND THE LOCATION OF THE LAKE AND THE LOCATION OF THE POWER LINES.

1046876

REL 299 IMAGE 234

AMENDMENT TO THE DECLARATIONS &
RESTRICTIONS OF THE STONE VUE CONDOMINIUM
RECORDED As Document 934177

nd
350

The undersigned, being the Developers as defined in said Declaration do declare that:

Section 12 of Article 3 of the Declarations & Restrictions is amended by adding the following language to said Section;

"This paragraph does not apply to individuals employed in nursing and health care by an owner of a Stone Vue Condominium. The definition of nursing and health care is a person whose responsibilities include care, maintenance and physical assistance to an owner who is ill, as the result of sickness or injury, or suffers from a disability requiring attention and assistance."

Dated this 9th day of May, 1978.

Robert H. Kreuter

ROBERT H. KREUTER

Robert Yunker

ROBERT YUNKER

Personally came before me this 9th day of May, 1978 the above named Robert H. Kreuter and Robert Yunker to me known to be the persons who executed the foregoing instrument and acknowledged the same.

1046876

REGISTER'S OFFICE
WAUKESHA COUNTY
RECORDING

1978 MAY 11 PM 2:00

REEL 299 IMAGE 234

Prepared By:
James F. Blask
Atty. At Law
2581 S. 88th
West Allis, WI.

Jerome J. Stell

Jerome J. Stell
Notary Public
Waukesha County, WI.
My Commission Expires
Aug. 6, 1978

Declaration of Restrictions

12.6 (1) A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.

Description of Project Unit 306:

- Kitchen: Removal of non-weight bearing walls in kitchen and installation of breakfast bar/seating area including countertops. New kitchen cabinets, sink and appliances. New lighting in kitchen and removal of existing light fixture in dining room. Kitchen cabinets to be manufactured by MidContinent Cabinetry (Norcraft Company).
- Living Room/General: decorative cedar wood beam from hallway to opposing wall to provide a feeling of two separate room spaces. New rustic alder baseboard, ceiling and window moldings. New half inch sheet rock in all rooms.
- New baseboard electric heat, outlets, lighting and wiring throughout condo
- Dining room/Kitchen: Brick facade accent wall.
- Closet and Room Doors: Replace metal doors with wood sliding or folding doors. New rustic alder panel doors in all rooms.
- Bedrooms: In addition to new sheet rock, molding and new doors, add a ceiling fan in each room.
- Bathrooms: New flooring, tile, shower stalls, sinks, toilets, fixtures
- Flooring: Laminate or hardwood flooring. Carpeting (Purchased and Installed by another contractor).
- Trash Removal: Local dumpster provider, container to be removed as soon as possible.

Project Contractor:

Jon Olson, Jon Olson Construction

Phone: (608) 780 - 5603

Website: <http://www.jonolsonconstruction.com>

Wisconsin Certification# 12815 Qualification# 12816

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RETURN TO:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005-2392

PARCEL IDENTIFIER NUMBER:

3783108

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

October 20, 2010 09:12 AM
James R. Bahrend
Register of Deeds

42 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00
Book Page -



**RE-STATEMENT OF DECLARATION OF
CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING STONE VUE CONDOMINIUMS**

This Re-Statement of Declaration is made this 7th day of October, 2010, pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes (hereinafter referred to as the "Act"), by at least Seventy-five percent (75%) of the Unit Owners, and their mortgagees, if applicable, of Stone Vue Condominiums (hereinafter referred to as "Unit Owners").

WHEREAS, Robert H. Kreuter and Robert Yunker created Stone Vue Condominiums pursuant to the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominiums, which were recorded in the Office of Register of Deeds for Waukesha County, State of Wisconsin, on the 12th day of December, 1975, Reel 153, Images 610 - 644, as Document #934177, and amended on the 9th day of May, 1978, and recorded on the 11th day of May, 1978, Reel 299, Image 234, as Document #1046876; and

WHEREAS, the Unit Owners are desirous of amending and re-stating said Declaration of Condominium.

NOW, THEREFORE, the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominiums is amended and re-stated as follows:

1. STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

The Unit Owners signing this Re-Statement hereby declare that they are the owners of at least Seventy-five percent (75%) of the Units located on real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise effected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Unit Owners, their successors, and assigns, and to all parties hereinafter having any interest in the property. The property, together with all buildings and improvements is hereinafter called the "Condominium".

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

A part of Lots 203, 204 & 205 in Hard & Rockwell's Addition to Oconomowoc, a part of Section 23, Township 8 North, Range 17 East, in the City of Oconomowoc, Waukesha County, State of Wisconsin: Commencing at the Southeast corner of said Lot 203, thence North 61° 00' West along the South lines of said Lots 203, 204 & 205, 214.5 feet to a point; thence North 31° 47' East and parallel to East line of said Lot 203, to the shore of Fowler Lake, thence easterly on and along the shore line of Fowler Lake to a point, said point being the East line of said Lot 203, extended, thence South 31° 47' West on the East line of said Lot 203, to the place of beginning, containing 50,635 square feet more or less.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Stone Vue Condominiums.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be one (1) building on the real estate described in Section 2.1 above which shall contain a total of twenty (20) living units. The building shall be three (3) stories in height and shall have six (6) living units on the first floor, seven (7) living units on the second floor, and seven (7) living units on the third floor. The building shall contain a basement which shall have underground parking space and locker rooms which shall be assigned to a Unit as designated on "Exhibit 1" of the Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominiums, recorded as Document #934177.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of twenty (20) condominium units in Stone Vue Condominiums.

4.2 IDENTIFICATION. A "Unit" is that part of a building intended for individual, private use, comprised of one or more contiguous or noncontiguous cubicles of air, at one or more levels of space, having outer boundaries formed by the interior plane of the exterior of the outside walls of the building or Unit and where there is attached to the building a balcony, terrace, porch, or other portions of the buildings serving only the Condominium Unit being bounded, such boundary shall be deemed to include any such appurtenances; the plane of the center line of walls bounding a Unit; the plane of the undersurfaces of the chords of the roof trusses, or the floor joists which serve as ceiling joints; and the plane of the under surfaces of the floor. The Unit shall also consist of interior windows, window frames, patio doors, doors and door frames located within or contiguous to the Unit. The Units are designated by identifying numbers, and their location, boundaries, and immediate Limited Common Elements (hereinafter described) to which the Units have access and further details identifying and describing the Units are shown on the Condominium Plat, together with all fixtures and improvements therein contained.

The post office addresses of the Units are:

Unit 101	320 Pleasant Street, #101, Oconomowoc, Wisconsin 53066
Unit 102	320 Pleasant Street, #102, Oconomowoc, Wisconsin 53066
Unit 103	320 Pleasant Street, #103, Oconomowoc, Wisconsin 53066
Unit 104	320 Pleasant Street, #104, Oconomowoc, Wisconsin 53066
Unit 105	320 Pleasant Street, #105, Oconomowoc, Wisconsin 53066
Unit 106	320 Pleasant Street, #106, Oconomowoc, Wisconsin 53066

Unit 201	320 Pleasant Street, #201, Oconomowoc, Wisconsin 53066
Unit 202	320 Pleasant Street, #202, Oconomowoc, Wisconsin 53066
Unit 203	320 Pleasant Street, #203, Oconomowoc, Wisconsin 53066
Unit 204	320 Pleasant Street, #204, Oconomowoc, Wisconsin 53066
Unit 205	320 Pleasant Street, #205, Oconomowoc, Wisconsin 53066
Unit 206	320 Pleasant Street, #206, Oconomowoc, Wisconsin 53066
Unit 207	320 Pleasant Street, #207, Oconomowoc, Wisconsin 53066
Unit 301	320 Pleasant Street, #301, Oconomowoc, Wisconsin 53066
Unit 302	320 Pleasant Street, #302, Oconomowoc, Wisconsin 53066
Unit 303	320 Pleasant Street, #303, Oconomowoc, Wisconsin 53066
Unit 304	320 Pleasant Street, #304, Oconomowoc, Wisconsin 53066
Unit 305	320 Pleasant Street, #305, Oconomowoc, Wisconsin 53066
Unit 306	320 Pleasant Street, #306, Oconomowoc, Wisconsin 53066
Unit 307	320 Pleasant Street, #307, Oconomowoc, Wisconsin 53066

The owner of a Unit shall be known as "Unit Owner".

5. COMMON ELEMENTS

The "Common Elements" shall consist of all of the Condominium, except the Units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors, floor joists, roof trusses, roofs, foundations, entrances and exits, pipes, ducts, centralized utility services, public utility lines, water and sewer laterals, outside walls, structural parts of the building, swimming pool, and the walks, driveways and landscaping.

Easements are hereby granted and declared for the benefit of the Unit Owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Common Elements or Units.

Each Unit Owner shall have the right of ingress to and egress from such Unit. Such rights shall be perpetual and appurtenant to the Unit ownership.

The manner of use of the Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

6. LIMITED COMMON ELEMENTS

A portion of the Common Elements are designated as "Limited Common Elements" as are shown on the Condominium Plat. Limited Common Elements consist of the patios and decks immediately adjacent and appurtenant to each Unit to which it is accessed by a door from a Unit. Limited Common Elements also consist of the underground parking space and locker rooms in basement assigned to any Unit as designated on the Condominium Plat. Limited Common Elements shall be reserved for the exclusive use of the Unit to which they are appurtenant.

The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no Unit Owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PARKING

Eight (8) Units shall be assigned, for exclusive right and use, two (2) underground designated stalls for utilization of the parking of one (1) motor vehicle in each stall. Twelve (12) Units shall be assigned, for exclusive right and use, one (1) underground designated stall for utilization of the parking of one (1) motor vehicle. The exclusive use of said Limited Common Element shall be included as a right running with the title and the lands of the respective Unit. Real estate tax liability resulting from increased assessed valuation as a result of the acquisition by a Unit Owner of exclusive right and use of the aforescribed parking stalls in the Limited Common Element shall accrue to a particular Unit Owner who shall be the exclusive owner of the space thereof. Unit Owners shall be allowed to rent their exclusive parking stall to another Unit Owner. Unit Owners shall not be allowed to rent their exclusive parking stall to a non-Unit Owner, or any other entity.

At the discretion of the Board of Directors of the Association, Unit Owners may be permitted to have the right to utilize inside garage parking stalls located in the inside of the basement, for such purposes of parking and storing items other than motor vehicles. However, all requests for such permission must be submitted in writing prior to consideration and action thereon by the Board of Directors, which written request shall contain complete particulars as to the size, character and dimensions of the particular items involved.

Surface parking will be provided for purposes of visitors and residents, and the maintenance thereof shall be the responsibility of the Association. The surface parking area shall be Common Element.

8. SATELLITE DISH

There shall be no satellite dish of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner installing the satellite dish shall place the satellite dish in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Condominium. The installation shall not affect the structural soundness or integrity of any building. The Unit Owner installing the satellite dish shall bear all costs associated with the installation of the satellite dish and with concealing the satellite dish from public view, including, but not limited to, the installation of shrubbery, partition wall or other such costs associated with the concealment of the satellite dish. The intention of this paragraph is to harmonize aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by binding arbitration.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner shall own an undivided one-twentieth (1/20th) interest in the Common Elements and Limited Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with the Unit.

10. RESIDENTIAL PURPOSE

The building and all Units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association.

11. ASSOCIATION OF UNIT OWNERS

11.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of an Association of Unit Owners, known as "Stone Vue Homeowners Association, Inc." (hereinafter "Association"). The affairs of the

Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association is incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

11.2 VOTING RIGHTS. The Association shall have one (1) class of voting membership which shall consist of all Units with each Unit having two (2) votes. The respective rights and qualifications of the members the election of directors shall be as set forth in the Bylaws of the Association.

11.3 ASSOCIATION PERSONNEL. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required for each Unit.

11.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to Unit Owners, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any of the Unit Owners, agencies, or corporations which have an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year. A mortgage holder may have an audited financial statement for the preceding fiscal year prepared at its own expense.

11.5 REMEDIES FOR VIOLATIONS BY UNIT OWNER. The Association and any aggrieved Unit Owner shall be granted a right of action against Unit Owners for failure to comply with the provisions of the Declaration or Bylaws, or with decisions of the Association which are made pursuant to authority granted to the Association in such documents. A Unit Owner who fails to comply with the Declaration, the Bylaws, the Association rules, or the Act, is liable for any charges, fines, or assessments imposed by the Association pursuant to the Bylaws or Association rules as a result of the violation and may be subject to a temporary or permanent injunction.

12. REPAIRS AND MAINTENANCE

12.1 COMMON ELEMENTS. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, outside windows and patio doors, swimming pool, and maintenance of all grounds and landscaping. In addition, the Association shall regulate the use of the Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Common Elements.

12.2 LIMITED COMMON ELEMENTS. The Association shall be responsible for the management and control of the Limited Common Elements and responsible for their maintenance and repair. Each Unit Owner shall keep the Limited Common Elements appurtenant to his Unit in a good, clean, attractive and sanitary condition. In addition, the Association shall regulate the use of the Limited Common Elements to ensure proper and attractive conditions. Unit Owners, and their occupants, shall promptly report to the Association, any condition that might damage the Limited Common Elements.

12.3 INDIVIDUAL UNITS. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for all plumbing fixtures and piping connected to the Unit, the replacement of interior windows and doors, lighting fixtures, refrigerators, air-conditioning equipment, all components of any furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the Unit. Each Unit Owner shall keep the Unit at a temperature sufficient to prevent freezing of water in pipes and fixtures.

12.4 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A Unit Owner shall not, without first obtaining the written consent of the Association, make any alteration that would jeopardize the soundness or safety of the Condominium, reduce

the value of the Condominium, or impair any easement or hereditament, or change the exterior appearance of a Unit or any other portion of the Condominium not part of the Unit. A Unit Owner may make improvements or alterations within the Unit that do not impair the structural integrity, or lessen the support of any portion of the Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

12.5 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any Unit at reasonable times and under reasonable conditions when necessary to make repairs when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. The Association shall make a reasonable effort to give prior notice to the Unit Owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

12.6 IMPROVEMENTS TO LIMITED COMMON ELEMENTS. A Unit Owner may improve the Limited Common Elements appurtenant exclusively to the Unit Owner's Unit if all the following conditions are met:

1. A statement describing the improvement, including a description of the project, the materials to be used, and the project's proposed impact on the appearance of the Condominium, and identifying the project contractor is submitted to the Board of Directors of the Association.
2. The improvements will not interfere with the use and enjoyment of the Units of other Units Owners, or the Common Elements, or Limited Common Elements of the Condominium.
3. The improvement will not impair the structural integrity of the Condominium.
4. Any change to the exterior appearance of the Condominium is approved by the Board of Directors of the Association
5. All costs and expenses of an improvement, and any increased costs of maintenance and repair of the Limited Common Elements resulting from the improvement, are the obligation of the Unit Owner. The Unit Owner shall protect

the Association and other Unit Owners from liens on property of the Association, or of other Unit Owners that otherwise might result from the improvement.

13. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise furnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the Unit and all walls, ceilings, floors, and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls. With the exception of first floor Units, there shall be no hard surface floors, except in bathrooms, kitchens, or entry areas.

14. RESTRICTION ON USE AND OCCUPANCY

Each Unit shall be occupied and used only for single family private dwelling purposes as housing for older persons as provided in the Bylaws of the Association. At least Eighty percent (80%) of the Units shall be owned and occupied by at least one (1) person who is fifty-five (55) years of age or older. A maximum of Twenty percent (20%) of the Units may be owned and occupied by persons who are less than fifty-five (55) years of age. It is the intent that the Twenty percent (20%) of Units that may be owned and occupied by persons who are less than fifty-five (55) years of age would be the surviving spouse or underage heirs, when the fifty-five (55) or older Unit Owner dies. Children of Unit Owners, under the age of fifteen (15), are prohibited.

In order to maintain the age requirements of the Unit Owners, prior to the selling of a Unit, the Unit Owner must produce evidence of the age of the purchaser, and the Association shall grant written permission authorizing the transfer to said individual.

In the event a purchaser of a Unit seeks to hold title in a Revocable Living Trust, the officers of the Association shall use the age of the older settlor of the Trust as the basis for age calculations.

No trade shall be carried on anywhere within the Condominium except as otherwise provided herein. A Unit Owner may not lease or rent all, or a portion of, their Unit, and the leasing or rental of a Unit for residential purposes shall be considered a violation of this Declaration.

No Unit Owner shall be permitted to allow guests to occupy the Unit, or have use of the Common Elements, except in the case of family members and their respective spouses. Non-family member shall be entitled to visit for a term not to exceed two (2) weeks. Non-family members, and children under fifteen (15), shall be accompanied by Unit Owners during use and enjoyment of Common Elements and facilities. Unit Owners may hire a caregiver who may reside in the Unit for an unlimited time period, as necessary. Exception to the provisions of this Paragraph may be requested and approved by the Board of Directors of the Association.

15. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the Units of the Condominium, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. On reconstruction the design, plan and specifications, of any building or Unit, may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any reconstructed Unit may not vary more than five percent (5%) from the number of square feet of a Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

If the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having seventy-five percent (75%) or more of the votes. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. An action for partition must be agreed to by mortgagees that represent at least Fifty-one percent (51%) of the Unit votes subject to first lien mortgages. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the Condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the Common Elements, and shall be distributed in accordance with the priority of interest in each Unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the Condominium to an action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the Unit Owners

shall be assessed for the deficiency in accordance with the percentage of ownership in the Common Elements.

16. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the Condominium ("Condominium Insurance") against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The Condominium Insurance shall also cover the replacement of common walls, party walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the common walls and party walls. The Association shall also provide insurance coverage for fixtures, improvements, and alterations that are a part of the building or structure located within the Units. The Condominium Insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective mortgagees as their interest may appear. The Association shall bill the Unit Owners on an annual basis, in advance each year, for one-twentieth (1/20th) of the premium cost thereof, and the cost of such Condominium Insurance shall be paid in this manner and shall not be included in the Budget to be established annually by the Association and shall not be part of the annual assessments. The Association is hereby designated and each Unit Owner hereby appoints the Association to represent the Unit Owners in any related proceedings, negotiations, settlements, or agreements, regarding the Condominium Insurance coverage. Each Unit Owner hereby appoints the Association as an attorney-in-fact for the purpose of representation in any related proceedings, negotiations, settlements, or agreements, regarding insurance. To the extent possible, the Condominium Insurance shall provide that the insurer waives its right of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more Unit Owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

The Unit Owner shall be responsible for and shall obtain insurance coverage for personal property and the replacement of appliances including refrigerators, dishwashers, disposal, laundry equipment such as washers and dryers, and ranges. The Unit Owner shall be responsible for and shall obtain insurance coverage for interior walls, interior windows, window frames, patio doors, doors, and door frames.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 15 hereof, the proceeds of the Condominium Insurance shall be paid to the Association to be applied to the cost thereof and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the Condominium Insurance proceeds. If it is determined not to reconstruct or repair the Condominium, or the Court has ordered partition of the Condominium, then the proceeds shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the Common Elements have been completely repaired or restored, and there is a surplus of Condominium Insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the Unit Owners in accordance with their percentage of ownership in the Common Elements.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but, in any event such coverage shall be for at least \$1,000,000.00 for bodily injury and personal injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

17. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the Common Elements and Limited Common Elements, and the common services provided to the Unit Owners shall be paid for by the Association. The Association shall make assessments against the Unit Owners, as well as the Units themselves, for such common expenses and for the creation of reserves for the payment of future common expenses with each Unit subject to said assessment paying an equal share of the assessment. Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the By-Laws.

A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association, or during any period in which the Unit is not occupied by the Unit Owner. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

In addition to the annual assessments authorized by this Declaration, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, re-construction, repair or replacement of a capital improvement upon the Common Element, including fixtures and personal property related thereto. Special assessments may also be imposed by the Board of Directors for the purpose of balancing operational deficits existing in the annual Budgets.

No Unit Owner may exempt himself or his Unit from liability for his contribution toward the common expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or services or by the abandonment of his Unit.

All common expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner and also a lien, against the Unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two year period it is filed.

A lien for delinquent common expenses that the Association assesses against a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. In addition, a lien for common expenses will not be affected by the sale or transfer of a Unit unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not release any subsequent Unit Owner from paying any further assessments.

The Association is granted the power to collect levied assessments from the Unit Owners in accordance with legal remedies available if the assessments are not paid when they are due. The assessments, including interest from the due date, at a rate equivalent to the then-prevailing highest rate of interest permitted and authorized by the Statutes of the State of Wisconsin, not to exceed Twelve percent (12%) per annum, costs and reasonable attorneys fees, shall become a

lien against the Unit. A suit to recover a money judgment for unpaid Association dues shall be maintainable by the Association without foreclosing, or waiving the lien securing the same.

All sums assessed by an association, but unpaid for, regarding the share of the common expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 (1989 Stats.) of the Wisconsin Statutes;
- E. A lien under Section 292.31(8)(i) or 292.81 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the Condominium shall be credited to the Unit Owner's assessments for common expenses, or shall be used for any other purpose as the Association decides.

A grantee of a Unit is entitled to a statement from the Association, or the Board of Directors, setting forth the amount of unpaid assessments against the grantor of a Unit. The grantee of a Unit is not liable for, nor shall the Unit conveyed be subject to a lien that is not filed for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association, or the Board of Directors, does not provide such a statement within ten (10) business days after the grantee's request, the Association is barred from claiming under any lien that is not filed prior to the request for the statement against the grantee.

At time of closing, a charge of One hundred fifty Dollars (\$150.00) shall be paid to the Association upon the sale of a Unit by a Unit Owner.

18. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-

owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Units as between such co-owners.

19. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the Common Elements and Limited Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements and Limited Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

20. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

20.1 UTILITIES. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the Common Elements and Limited Common Elements.

20.2 PERMITS, LICENSES AND EASEMENTS. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

20.3 ENCROACHMENTS. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any Unit, any part of the Common Elements, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building 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 owner or owners of the Common Elements or Limited Common Elements, if such encroachments occurred due to the willful conduct of said owner or owners.

20.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 20.

21. PARTY WALLS

Each wall which is built as a part of the original construction of the buildings and placed on the dividing line between the Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this section, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Unit Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Unit Owner to call for a larger contribution from other Unit Owners under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Unit Owner to contribution from any other Unit Owner under this section shall be appurtenant to the land and shall pass to such Unit Owner's successors in title.

22. RIGHT OF FIRST REFUSAL

No Unit Owner shall at any time sell, convey, sell by Land Contract or installment sale, or devise their Unit, whether by operation of law, or otherwise, without first complying with the provisions contained in this section. No such sale, conveyance, contract of sale, devise, gift, or alienation of any other kind shall be made unless the Association is given no less than twenty-five (25) days' prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, or alienee.

The Association shall at all times have the right and option to purchase such Unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of twenty-five (25) days following the date of receipt of notice. If the option is not exercised by the Association within twenty-five (25) days, the owner, or lessee, may, at the expiration of said twenty-five (25) day period, and at any time within thirty (30) days after the expiration of said period, sell such Unit to the proposed purchaser named in such notice upon the terms specified therein.

In the event that a Unit Owner shall desire to dispose of their Unit by gift or devise to other than their spouse, or heirs at law under the laws of the State of Wisconsin, said Unit Owner, or their personal representative, shall give the Association written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase said Unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the Unit Owner, or the Unit Owner's legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the Unit Owner or their personal representative of its intent to exercise such right and option within thirty (30) days after receipt of notice from the Unit Owner or the Unit Owner's personal representative, as provided herein.

The Association may bid upon and purchase any Unit which becomes the subject of a foreclosure action or tax sale, or is involved in any action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise. The Association shall not exercise any of the options herein set forth to purchase without the prior consent of Unit Owners holding at least Seventy-five percent (75%) of the votes present at any meeting duly called to consider such action.

Unit ownership or interest acquired pursuant to the terms of this section shall be held of record in the name of the Association, or such nominee as the Association shall designate, for the benefit of all of the Unit Owners. The Unit ownership, or interest therein, may be sold by the Association for the benefit of the owners. All proceeds of such sale, or leasing, after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such accounts as the Association may establish and may thereafter be disbursed at any time and in such manner as the Association shall determine.

23. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

24. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of at least Seventy-five percent (75%) of the aggregate votes of the Unit Owners. A Unit Owner's written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, or the holder of an equivalent security interest, if any. Approval from the first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent on a Unit, constitutes approval of the first mortgagee or equivalent security interest holder under this Paragraph.

An amendment of a material adverse nature to first-lien mortgagees must be agreed to by mortgagees that represent at least Fifty-one percent (51%) of the Unit votes subject to first-lien mortgages.

The documents submitting the amendment for recording shall state that the required consents and approval for the amendment were received. A copy of the amendment shall be recorded with the Register of Deeds for Waukesha County and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his address on file with the Association. In addition to the foregoing, this Declaration may be amended in any other manner provided under the Act. No action to challenge the validity of an amendment under this Section may be brought more than one (1) year after the amendment is recorded.

25. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all Unit Owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Waukesha County, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Waukesha County, that their liens be transferred to the percentage of the undivided interest of the Unit Owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the Unit Owners. The undivided interest in the property owned in common which appertains to each Unit Owner shall be the percentage of undivided interest previously owned by the Unit Owner in the Common Elements.

26. NOTICES

26.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. All Unit Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

26.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage (an eligible mortgage holder), upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (2) the interest in the Limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any Unit, (4) the purposes to which any Unit or the Common Elements are restricted, (5) in assessments that raise the previous assessed amount by more than twenty five percent (25%), (6) the reserves for maintenance, repair and replacement of Common Elements which results in a reduction, (7) expansion or contraction of the project or the addition, annexation, or withdrawal of property to or from the project, (8) imposition of any restrictions on the leasing of Units, (9) imposition or restriction on a Unit Owner's right to sell or transfer his Unit, (10) the restoration or repair of the project in a manner other than specified in the document, or (11)

any proposed action that requires the consent of a specified percentage of mortgagees;

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by a Unit Owner or a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

27. FURTHER MATTERS

A. All present and future owners of Units and any other occupants of Units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of occupancy of any Unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed or conveyance thereof.

B. In the event a first mortgage lender or equivalent security interest holder, or the person servicing the first mortgage loan, or its equivalent, fails to submit a response to a written proposal or amendment, within sixty (60) days after it receives proper notice of the proposal or amendment, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, the lender's consent or approval shall be assumed to be approved.

C. The raising, breeding or keeping of animals, in any Unit or on the Common Elements, or any part thereof, is prohibited.

28. SIGNS

A Unit Owner shall not be permitted to erect any signs of any sort for any purpose whatsoever upon the premises or upon their Unit. No flags or other type of devices to promote open houses, or inspections for the sale of a Unit shall be permitted to be erected upon any Common Element or Limited Common Element.

29. RESIDENT AGENT

The resident agent shall be any person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

30. NUMBER AND GENDER

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

31. CAPTIONS

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

32. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

33. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

IN WITNESS WHEREOF, at least Seventy-five percent (75%) of the Unit Owners, have caused this Re-Statement to Declaration of Conditions, Covenants, Restrictions, and Easements regarding Stone Vue Condominiums to be executed.

IN WITNESS WHEREOF, the said C. Elaine Johnston Trust, owner of Unit 101, Stone Vue Condominiums, has caused this Amendment to be executed at ~~Grovermont~~ Wisconsin, this 2 day of May, 2010.

C. ELAINE JOHNSTON TRUST

By: C. Elaine Johnston
C. ELAINE JOHNSTON,
TRUSTEE

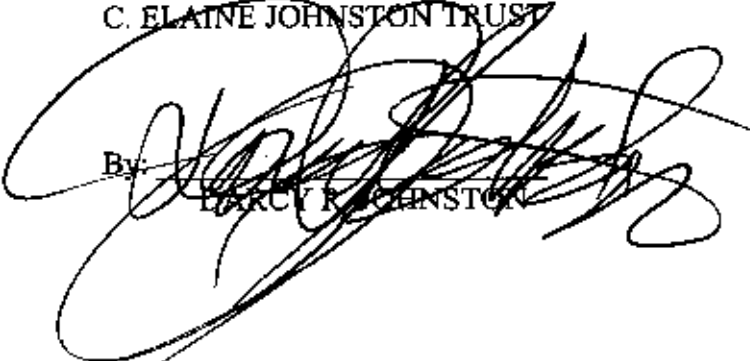
STATE OF WISCONSIN)
Waukesha COUNTY)^{SS}

On this 2 day of May, 2010, before me personally came C. Elaine Johnston, Trustee of the C. Elaine Johnston Trust, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waufer
Notary Public, State of Wisconsin
My Commission: 4-15-2012

In Witness Whereof, the said C. Elaine Johnston Trust, owner of Unit 101, Stone Vue Condominiums, has caused this Amendment to be executed at Waukegan, Oconomowoc, Wisconsin, this 17 day of MAY, 2010.

C. ELAINE JOHNSTON TRUST

By: 

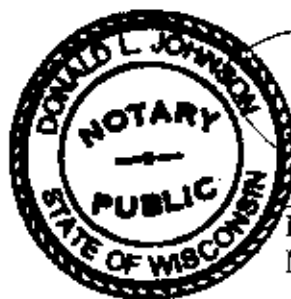
DARCY R. JOHNSTON

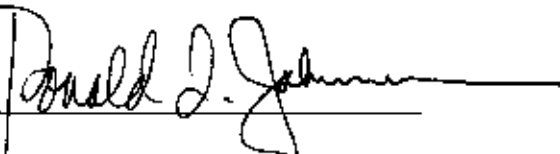
STATE OF WISCONSIN)

SS

Waukegan COUNTY)

On this 17 day of MAY, 2010, before me personally came Darcy R. Johnston, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.





Notary Public, State of Wisconsin

My Commission: 12/26/10

IN WITNESS WHEREOF, the said Betty Lensmith, owner of Unit 102, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 2nd day of May, 2010.

Betty Lensmith
BETTY LENSMTIH

STATE OF WISCONSIN)

Waukegan COUNTY)
SS

On this 2nd day of May, 2010, before me personally came Betty Lensmith, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Wankor
Notary Public, State of Wisconsin
My Commission: 4-15-2012

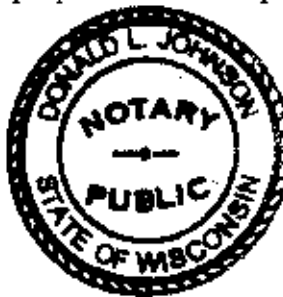
IN WITNESS WHEREOF, the said John Dilallo and Elizabeth Dilallo, owners of Unit 103, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 10 day of May, 2010.

John Dilallo
JOHN DILALLO

Elizabeth Dilallo
ELIZABETH DILALLO

STATE OF WISCONSIN)
Waukesha COUNTY)
SS

On this 10 day of May, 2010, before me personally came John Dilallo and Elizabeth Dilallo, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.



Donald L. Johnson

Notary Public, State of Wisconsin
My Commission: 12/26/10

IN WITNESS WHEREOF, the said Robert S. Wagner, owner of Unit 105, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 2 day of May, 2010.

Robert S. Wagner
ROBERT S. WAGNER

STATE OF WISCONSIN)
)
) ss.
) Grant County COUNTY)

On this 7th day of March, 2010, before me personally came Robert S. Wagner, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Jefferson
Notary Public, State of Wisconsin
My Commission: 4-15-2017

IN WITNESS WHEREOF, the said Jane A. Tinus and Arlene R. Tinus, owners of Unit 106, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc Wisconsin, this 10 day of MAY, 2010.

Jane A. Tinus
JANE A. TINUS

Arlene R. Tinus
ARLENE R. TINUS

STATE OF WISCONSIN)
Waushara COUNTY)
SS

On this 10 day of MAY, 2010, before me personally came Jane R. Tinus and Arlene R. Tinus, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Ronald J. [Signature]
Notary Public, State of Wisconsin
My Commission: 12/26/10

CONSENT

The undersigned,

Mortgage Electronic Registration Systems, Inc.
8480 Stagecoach Circle
Frederick, MD 21701

Having an interest as mortgagee in the property described as 320 E Pleasant Unit 106, Oconomowoc, WI 53066, County of Waukesha pursuant to a certain Mortgage in the name of Jane A Tinus and Arlene R Tinus, dated May 12, 2008, recorded on May 22, 2008 in Instrument Number 3573926. The undersigned hereby consents to the Re-statement of Declaration of Conditions, Covenants, Restrictions and Easements Regarding Stone Vue Condominium.

In witness where of the undersigned has caused this consent to be executed effective as of September 29, 2010.

MORTGAGEE

Mortgage Electronic Registration Systems, Inc.

BY: Lorna L. Slaughter
Lorna L. Slaughter, Vice President

Sate of Maryland
County of Washington

This instrument was acknowledged before me on September 29, 2010, by Lorna L. Slaughter, Vice President of Mortgage Electronic Registration Systems, Inc. on behalf of the Corporation.

Notary: Gordon D. P. Fairman
Gordon D. P. Fairman

My commission expires: 7/22/2013



2nd day of Nov, 2010.

PENELOPE J. WORTH

1/24/84 San Francisco COUNTY) SS

purposes therein expressed.

Notary Public, State of Wisconsin

My Commission: 4-15-2012

IN WITNESS WHEREOF, PNC Bank, NA, holder of the first mortgage on Unit 202,
Stone Vue Condominiums, does hereby consent to this Amendment, this 17 day of
MAY, 2010.

PNC BANK, NA

By: [Signature]
Title: DIANE WILLIAMS
Purchase Manager

By: [Signature]
Title: AVP

STATE OF PENNSYLVANIA
ALLEGHENY COUNTY

On this 17 day of MAY, 2010, before me personally came PNC Bank, NA, by
DIANE WILLIAMS and DARRELLA GANAWAY its PLC MGR and AVP
respectively, to me known to be the persons described in and who executed the foregoing
instrument and said persons acknowledged that said persons executed the same freely and
voluntarily, for the uses and purposes therein expressed.

[Signature]
GWENDOLYN ROBISON
Notary Public, State of Wisconsin PENNSYLVANIA
My Commission: 11-9-2011

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Gwendolyn Robison, Notary Public
Carnegie Boro, Allegheny County
My Commission Expires Nov. 9, 2011
Member, Pennsylvania Association of Notaries

IN WITNESS WHEREOF, the said P. Michael Thompson and Nancy B. Thompson, owners of Unit 207, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc Wisconsin, this 2nd day of MAY, 2010.

P. Michael Thompson
P. MICHAEL THOMPSON

Nancy B. Thompson
NANCY B. THOMPSON

STATE OF WISCONSIN)

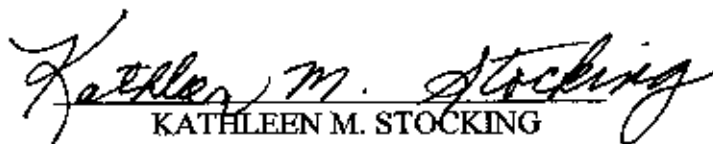
Walworth COUNTY)
SS

On this 2nd day of May, 2010, before me personally came P. Michael Thompson and Nancy B. Thompson, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Walter
Notary Public, State of Wisconsin
My Commission: 41-45-12

IN WITNESS WHEREOF, the said James L. Stocking and Kathleen M. Stocking, owners of Unit 301, Stone Vue Condominiums, has caused this Amendment to be executed at ~~Oconomowoc~~, Wisconsin, this 25th day of MAY, 2010.

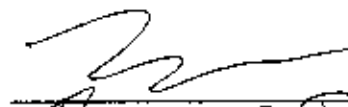

JAMES L. STOCKING


KATHLEEN M. STOCKING

STATE OF WISCONSIN)

~~Waukesha~~ COUNTY)
Waukesha

On this 25th day of May, 2010, before me personally came James L. Stocking and Kathleen M. Stocking, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.


Thomas S. Jones
Notary Public, State of Wisconsin
My Commission: 4-15-15

IN WITNESS WHEREOF, the said Audrey M. Uekert Revocable Trust est. 05/23/96, owner of Unit 302, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc, Wisconsin, this 2nd day of May, 2010.

AUDREY M. UEKERT REVOCABLE
TRUST EST. 05/23/96

By: Audrey M Uekert
AUDREY M. UEKERT,
TRUSTEE

STATE OF WISCONSIN)

Waukegan ^{SS} COUNTY)

On this 2nd day of May, 2010, before me personally came Audrey M. Uekert, Trustee of the Audrey M. Uekert Revocable Trust est. 05/23/96, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waukegan
Notary Public, State of Wisconsin
My Commission: 4-15-2012

IN WITNESS WHEREOF, the said Janet Ann Snyder Revocable Trust dated 9/20/07, owner of Unit 303, Stone Vue Condominiums, has caused this Amendment to be executed at Oconomowoc Wisconsin, this second day of May, 2010.

JANET ANN SNYDER REVOCABLE
TRUST DATED 9/20/07

By: Janet Ann Snyder
JANET ANN SNYDER,
TRUSTEE

STATE OF WISCONSIN)
Waukesha ^{SS} COUNTY)

On this 2nd day of May, 2010, before me personally came Janet Ann Snyder, Trustee of the Janet Ann Snyder Revocable Trust dated 9/20/07, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waukesha
Notary Public, State of Wisconsin
My Commission: 4/5/2012

Gertrude A. Wilkinson
GERTRUDE A. WILKINSON

Notary Public, State of Wisconsin
My Commission: 4/15/2012

IN WITNESS WHEREOF, the said Robert Godbarsen and Dale L. Godbarsen, owners of Unit 305, Stone Vue Condominiums, has caused this Amendment to be executed at Channahon, Wisconsin, this 2nd day of May, 2010.

Robert Godbarsen
ROBERT GODBARSEN

Dale L. Godbarsen
DALE L. GODBARSEN

STATE OF WISCONSIN)

Waukegan COUNTY)
SS

On this 2nd day of May, 2010, before me personally came Robert Godbarsen and Dale L. Godbarsen, to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waukegan
Notary Public, State of Wisconsin
My Commission: 4-15-2012

IN WITNESS WHEREOF, the said Catherine A. Buckeridge, owner of Unit 306, Stone Vue Condominiums, has caused this Amendment to be executed at ~~Waukegan~~ Wisconsin, this 2nd day of May, 2010.

Catherine A. Buckeridge
CATHERINE A. BUCKERIDGE

STATE OF WISCONSIN)

Waukegan COUNTY)
ss

On this 2nd day of May, 2010, before me personally came Catherine A. Buckeridge, to me known to be the person described in and who executed the foregoing instrument and said person acknowledged that said person executed the same freely and voluntarily, for the uses and purposes therein expressed.

Waukegan
Notary Public, State of Wisconsin
My Commission: 4-15-2012

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DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS
REGARDING
STONE VUE CONDOMINIUMS

Recorded , 19 , at .M.,
Vol. of Records, at page
as Document No. , in the
office of the Register of Deeds
for Waukesha County, Wisconsin.

THIS DECLARATION is made pursuant to the Unit Ownership Act of the State of Wisconsin, Sections 703.01 through 703.28, of the Wisconsin Statutes, this day of , 19 , by Robert H. Kreuter and Robert Yunker (hereinafter called "the Developer").

WITNESSETH:

WHEREAS, the Developer is the sole owner of certain real property described in Exhibit A attached hereto.
NOW, THEREFORE the Developer hereby declares that all of the property described in Exhibit A shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

- Section 1. "Association" shall mean and refer to STONE VUE HOME OWNERS ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.
- Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the properties including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit B appended hereto and such additions thereto as may hereafter be annexed by amendment to this Declaration.

Section 4. "Common Area" shall mean and refer to all real property and facilities described in Exhibit B. Each Owner shall have an undivided interest in the Common Area and facilities in the proportion as set forth in Article III.

Section 5. "Limited Common Areas" are:

(a) The patio as designated on the plat of survey attached hereto immediately adjacent and abutting to each unit and reserved for its exclusive use.

(b) The underground parking space and locker rooms in basement assigned to any unit as designated on the plat of survey attached hereto, and specifically including the basements of each Building, subject further to the definition of Limited Common Area set forth herein.

Section 6. "Unit" shall mean a part of the property being subjected to these Declarations intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a Building, and with a direct exit to a public street or highway or to a Common Area or Limited Common Area leading to such street or highway, with improvements thereon, as shown upon the plat of survey of the property set forth in Exhibit B, designated by numerical sequence, and which shall be recorded pursuant to Section 703.13 Wis. Stats.

Section 7. "Developer" shall mean and refer to Robert H. Kreuter and Robert Yunker, their successors and assigns.

Section 8. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 9. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

ARTICLE II

DESCRIPTION AND IDENTIFICATION OF THE BUILDINGS

- Section 1. **CODE IDENTIFICATION.** The building shall be specifically designated as Stone Vue, and each Unit will be designated in a numerical sequential order, as set forth in Exhibit A attached hereto and a part of this Declaration.
- Section 2. **DESCRIPTION OF RESIDENTIAL BUILDING.** The residential building on the real estate described herein in this Declaration, contain the number of units as shown for the respective buildings on Exhibit A. Said building shall contain two levels, plus a basement, and are constructed principally of wood, brick and concrete. Additional construction details are set forth in the building plans and working drawings available for inspection at the office of the Developer. The Units will consist of one bedroom, two bedroom and three bedroom Units, and will also contain one or two bathrooms, living room and kitchen. Attached hereto are Exhibits A through D consisting of floor plans for respective variations of Units and exterior elevations.
- Section 3. **IDENTIFICATION OF UNITS.** A Unit shall mean a part of the Property subject to this Declaration intended for residential independent use, including one or more cubicles of air at one or more levels of space, or one or more rooms of enclosed spaces located on one or more floors (or parts thereof) in the Building, and with a direct exit to a public street or highway or to a Common Area or Limited Common Area leading to such street or highway.
- Section 4. **HORIZONTAL BOUNDARIES.** The upper and lower boundaries of each condominium unit shall be:
- (a) Upper Boundary: The plane of the under surfaces of the chords of the roof trusses, or the floor joists which serve as ceiling joists.
 - (b) Lower Boundary: The plane of the under surfaces of the floor.
- Section 5. **VERTICAL BOUNDARIES.**
- (a) Exterior Building Walls: The interior plane of the exterior of the outside walls of the building or unit, and where there is attached to the building a balcony, terrace, porch, or other portions of the buildings serving only the condominium unit being bounded; such boundaries shall be deemed to include any such appurtenances.

(b) Interior Building Walls: The plane of the center line of walls bounding a unit.

In interpreting the boundaries of the units created under this Condominium, the provisions of Section 703.13 of the Wisconsin Statutes shall apply.

ARTICLE III

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

- Section 1. **PERCENTAGE OF OWNERSHIP.** Each Owner shall own an undivided interest in the Common Area and facilities with all other Owners. The percentage of ownership shall be 1/20th.
- Section 2. **OWNER'S EASEMENTS OF ENJOYMENT.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit.
- Section 3. **OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT.** Each Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.
- Section 4. **USE OF UNITS.** Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall be considered to be a violation of this covenant, unless modified by the Association.
- Section 5. **USE OF COMMON AREA.** There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.
- Section 6. **PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES.** Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by

him or his invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Area or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

- Section 7. **ANIMALS.** The Association shall and does herein, by rules and regulations, prohibit the raising, breeding or keeping of animals in any Unit or on the Common Area or any part thereof. It is the intent of the Developer that all animals shall be prohibited, unless decreed by the Association.
- Section 8. **RULES AND REGULATIONS.** No Owners shall violate the rules and regulations for the use of the Units and of the Common Area as adopted from time to time by the Association.
- Section 9. **DELEGATION OF USE.** Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Area and facilities to the members of his family, to guests or contract purchasers of his Unit who reside on the property and only to said individuals, unless otherwise authorized by the Association.
- Section 10. **PARKING RIGHTS.** Each Unit Owner of any variety of a two bedroom unit contained in the residential buildings to be constructed in this condominium shall acquire, as part of their original acquisition price, for exclusive right and use of Limited Common Area situated in the basement of the particular Building in which said condominium Unit shall be situated, of designated stalls for utilization of the parking of one motor vehicle. Each Unit Owner of any variety of a one bedroom Unit contained in the residential buildings to be constructed in this condominium shall receive, as part of their acquisition price, the exclusive right and use of Limited Common Area situated in the basement of the particular Building in which said condominium Unit shall be situated, of one designated stall for the parking of one motor vehicle. The exclusive use of said Limited Common Areas afore described consisting of parking stalls for motor vehicles shall be included as a right running with the title and the lands of the respective condominium Units. Real estate tax liability resulting from increased assessed valuation as a result of the acquisition by Unit Owners of exclusive right and use of the afore described parking stalls in the Limited Common Areas of the basements of the Buildings as afore described, shall accrue to the particular Unit Owner who shall be the exclusive owner of the space thereof. Unit owners shall also have the right to rent additional spaces from Developer or the Association.

At the discretion of the Board of Directors of the Association, Unit Owners may be permitted to have the right to utilize inside garage parking stalls located in the inside of the basement, for the purposes of parking and storing items other than motor vehicles, such as boats, trailers and campers. However, all requests for such permission must be submitted in writing prior to consideration and action thereon by the Board of Directors, which written request shall contain complete particulars as to the size, character and dimensions of the particular items involved.

Section 11. SIGNS. No Owner shall be permitted to erect any signs of any sort for any purpose whatsoever upon the premises or upon his Unit. No flags or other type of devices to promote open houses, inspections for the sale of said Units, shall be permitted to be erected upon any Common Area. The foregoing restrictions concerning the erection of signs and other types of advertising material concerning the sale of Units shall not be applicable to the Developer, or to his real estate agents employed for the purposes of selling newly constructed Units as part of the initial development hereof.

Section 12. GUESTS. No Owner shall be permitted to allow guests to occupy the Unit except in the case of blood relations and their respective spouses who shall be entitled to visit for a term not to exceed two weeks. Guests shall be accompanied by Unit Owners during use and enjoyment of Common Areas and facilities.

ARTICLE IV

ASSOCIATION MEMBERSHIP, VOTING RIGHTS AND
RIGHT OF FIRST REFUSAL ON CONVEYANCE

Section 1. MEMBERSHIP. The Association referred to in Article I, Section 1, herein, shall consist of, as members, every Unit Owner herein. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of the title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. VOTING. The Association shall have two classes of voting membership:

- (a) Class A. Class A members shall be all Unit Owners in this condominium, with the exception of the Developer.
- (b) Class B. The Class B member(s) shall be the developer and shall be entitled to three votes for each Unit owned or which may be built upon the lands described in Exhibit B. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - 1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

- ii) on December 31, 1981, or such date upon which 75% of the units shall have been sold and marketed, whichever event shall occur earlier.

Section 3. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

Section 4. CONVEYANCE. Except for a resale back to the Declarant, no unit owner or lessee shall at any time sell, convey, contract to sell, lease or devise his unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given no less than twenty-five (25) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee. The Association shall at all times have the first right and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of twenty-five (25) days following the date of receipt of notice. If the option is not exercised by the Association within twenty-five (25) days, the owner or lessee, may, at the expiration of said twenty-five (25) day period and at any time within thirty (30) days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. In the event that the unit owner shall desire to dispose of his unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin, said unit owner or his personal representative shall give the Association written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the unit owner or his legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the unit owner or his personal representative of its intent to exercise such right and option within thirty (30) days after the receipt of notice from the unit owner or his personal representative as provided herein.

The Association may bid upon and purchase any unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise. The Association shall not exercise any of the options herein set forth to purchase or lease any unit without the prior consent of unit owners holding at least seventy-five percent (75%) of the votes present at any meeting duly called to consider such action. Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein may be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine. The Association shall be entitled to a payment from the transferor of \$150.00 in the event of sale, conveyance, contract of sale, devise, gift, lease, sublease or alienation of any kind by all unit owners subsequent to Developer.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. THE COMMON AREA. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of all buildings on the Properties, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roofs; the maintenance and repair of all Common Area, including utility lines and all other improvements or material located within or used in connection with the Common Area. The specification of duties of the Association with respect to particular Common Area shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence in this Section. The Association shall have no liability or responsibility for furnishing maintenance and repair to exterior surfaces of any buildings which shall be erected on any portion of lands described in Exhibit B which shall not have been made subject to the Unit Ownership Act of Wisconsin (Chapter 703, Wisconsin Statutes) and which shall be utilized for rental purposes or single family residential dwelling purposes. The Association shall be limited in its expenditure of funds for the management and control of Common Area contained in this condominium declared herein, and for the maintenance and repair of exterior surfaces of all buildings situated within the confines of this condominium as declared herein only to the extent that such funds as shall have been contributed by way of payment of assessments and Home Owners Association dues by the Unit Owners in this Condominium as declared herein, and the Association shall be required to maintain separate books of record and account concerning all income received from this Condominium, and common expenses incurred by the Association attributable to Common Areas situated in more than one condominium shall be prorated accordingly.

In connection with the operation and maintenance and repair of the swimming pool situated within this condominium as declared herein, and included within the Common Area of this Condominium, shall have the right to utilize said pool facilities, the expenditures incurred by way of maintenance, repair, management and control of the swimming pool facilities shall be prorated equally between all Unit Owners herein. The Developer, his heirs, assigns and representatives, as Owner of the fee of said undeveloped portion of the lands described in Exhibit B shall not be required to make any payment whatsoever towards the maintenance, operation and repair of the swimming pool, for a period

of five years from the completion of said pool.

- Section 2. **SERVICES.** The Association may 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 Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to each Unit.
- Section 3. **PERSONAL PROPERTY FOR COMMON USE.** The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.
- Section 4. **RULES AND REGULATIONS.** The Association may make reasonable rules and regulations governing the use of the Units and Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.
- Section 5. **IMPLIED RIGHTS.** The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.
- Section 6. **EASEMENTS FOR DEVELOPER.** The Developer, for himself, his heirs, assigns, successors and representatives, shall retain easements rights for purpose of ingress and egress to the lands described in Exhibit B, during periods of

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construction, as well as operation periods subsequent to completion of construction, over the lands included in the declarations and exhibits of STONE VUE.

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ARTICLE VI

COVENANT FOR ASSESSMENTS

- Section 1. **AGREEMENT TO PAY ASSESSMENT.** Developer for each Unit owned by it within the Properties, and for and as the Owner of the Properties and every part thereof, hereby covenants, and each Owner of any Unit by the Acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for special assessments, or capital improvements, and for any other matters as provided in this Declaration, except that the Developer, his heirs and assigns shall not be required to contribute a yearly or monthly assessment, for a period of five years from the sale of the eighteenth unit, or the two units designated for ownership by Developer because of Developer's efforts in implementing this project, the modest cost of the individual units and the contributions to the owners association as delineated in Section 5 of this Article. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.
- Section 2. **PURPOSE OF ASSESSMENTS.** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the exterior of the buildings situated upon the Properties, and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water lines to individual Units.
- Section 3. **MAXIMUM ANNUAL ASSESSMENT.** Until February 28 of the year immediately following the conveyance of the first Unit by Developer to an Owner, the annual assessment shall be FOUR HUNDRED TWENTY and no/100 (\$420.00) --- per Unit constructed, payable in monthly installments of \$35.00, which payments shall commence, on a prorata basis, as of the date of closing of the sale of the particular Unit, payable in advance each and every month. The Board of Directors shall annually fix the amount of the assessment and shall set the same to commence as of March 1 of each year, based upon the budget adopted by the Board of Directors for each fiscal year commencing March 1.
- Section 4. **SPECIAL ASSESSMENTS AND CHARGE FOR SALE BY UNIT OWNER.** In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year,

a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, or the Properties. Special assessments may also be imposed by the Board of Directors for the purpose of balancing operational deficits existing in the annual budgets. There shall be a charge of \$150.00 payable by the seller of said unit to the Association upon subsequent sales of any unit by original and subsequent owners.

Section 5. DEVELOPER'S AGREEMENT TO MAKE CONTRIBUTIONS TO ASSOCIATION. The Developer agrees to make a cash contribution equivalent to \$250.00 for each Unit that shall be sold in STONE VUE CONDOMINIUMS, said sum of money to be paid within two (2) weeks after date of closing of the respective Unit. The purpose of the payment of these contributions by the Developer is to aid and assist the Association in making a sound financial beginning of its operations and to make available necessary funds for initial operation of the business and activities of the Association. In consideration thereof the unit owners agree to waive assessments to Developer (see Section 1).

Section 6. RATE OF ASSESSMENT. Both annual and special assessments as affects Units which shall have been sold and closed in STONE VUE, shall be fixed at a uniform rate for all sold and occupied Units and shall be collected on a monthly basis. The Developer, as the Owner of unsold Units within STONE VUE CONDOMINIUMS shall be required to pay to the Association, as the annual and/or special assessments as may affect such Units, an amount equivalent to 25% of the rate applicable to all Units as described above.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments for the Units within each individual Building as provided for herein shall commence as to all Units within each individual Building on the first day of the month following the conveyance of the first Unit within each individual Building by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of

the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. LIEN FOR ASSESSMENTS. All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

- a) Liens of general and special taxes; and
- b) a lien for all sums unpaid on a first Mortgage, or on any Mortgage to Developer, duly recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument.
- c) Construction liens filed prior to the making of such assessment.

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

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and

power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the office of the Register of Deeds of Waukesha County, Wisconsin, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

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

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equivalent to the then prevailing highest rate of interest permitted and authorized by the Statutes of the State of Wisconsin, not to exceed 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successor and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY. No exterior additions or alterations to any building on the Properties, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings on the Properties, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B members, the Architectural Committee must have the written approval of the Developer. A meeting may be called for this purpose or the members may give written approval when practical.

It is further declared by the Developer that any such exterior additions or alterations, etc., as provided hereinabove that may be undertaken upon the Properties and any Buildings thereon, shall comply in all respects to municipal zoning ordinances of the City of Oconomowoc and approval of all administrative agencies of the City of Oconomowoc therefor must be obtained.

ARTICLE VIII

PARTY WALLS

- Section 1. GENERAL RULES OF LAW TO APPLY. Each wall which is built as a part of the original construction of the buildings upon the Properties and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.
- Section 2. SHARING OF REPAIR AND MAINTENANCE. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.
- Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY. If a party wall is destroyed or damaged by fire or other casualty and it is not covered by insurance, any Owner who has used the wall may restore it, and shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.
- Section 4. RIGHT TO CONTRIBUTION RUNS WITH LAND. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- Section 5. ENCROACHMENTS. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby taxes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association. Such easements as provided herein shall be limited to improvements as originally constructed.

ARTICLE IX

INSURANCE

- Section 1. OBLIGATION OF OWNERS. It shall be the obligation of each Owner to keep the premises insured against loss by fire and extended coverage by means of a fire and extended coverage insurance policy in the amount of the full insurance value of said Unit, which is the replacement value thereof. By reason of the fact that the lowest premium rates that can be obtained for fire and extended coverage insurance upon the individual Units, and Buildings in which the same are situated, can only be accomplished by means of the placement of all insurance coverages for fire and extended coverage on the Units and Buildings, exclusive of the contents thereof, with one company, which company shall issue a master policy for the entire project, and individual take off certificates for individual Units, each Owner shall be required to obtain their respective individual policies of insurance as described through such company that shall be issuing the master policy of insurance and such certificates. The Association shall obtain and purchase the insurance coverages referred to above, and shall bill the Unit Owners on an annual basis, in advance each year, for the prorata share of the premium cost thereof, and the cost of such insurance shall be paid in this manner and shall not be included in the budget to be established annually by the Association and shall not be part of the annual assessments.
- Section 2. PARTIAL OR TOTAL DESTRUCTION. In the event of partial or total destruction of any Unit by fire, casualty or otherwise, the Association shall utilize the proceeds to be paid as a result of the existence of the abovedescribed master policy of insurance, and shall expeditiously and as rapidly as possible proceed to undertake such repair or reconstruction. In the event the cost of such repair or reconstruction shall exceed the sum of money available as a result of such insurance coverage, the deficit shall be imposed as an assessment against the Unit or Units affected by such fire, casualty or other type of loss.
- Section 3. ADDITIONAL INSURANCE PROVISIONS. The Board of Directors shall provide public liability insurance covering the Common Area and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time. Unit Owners may, at their option,

proceed to obtain individual insurance policies providing coverage to them upon their individual contents, as well as improvements rendered within their individual Units, and the cost thereof shall be paid for by the individual Unit Owner.

Section 4. DESTRUCTION AND RECONSTRUCTION. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable, and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all Owners agree not to rebuild or repair. 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 5% from the number of square feet for such Unit as originally constructed, and the locations of the buildings shall be substantially the same as prior to the damage or destruction. Any such reconstruction, repair or rebuilding as specified herein shall further be subject to the issuance of approval thereof by the City of Oconomowoc Planning Commission and any other municipal agencies having jurisdiction thereover.

In the event a decision shall be made by the Unit Owners not to reconstruct or rebuild as provided for hereinabove, and the Building or Buildings involved shall be razed, Unit Owners shall be required to raze said Building or Buildings, leveling them to the ground and shall be required to restore the premises to their original grade, disconnect and remove all utility connections to said Building or Buildings, and landscape and sod the area involved.

ARTICLE X

DESCRIPTION OF BUILDINGS AND UNITS

Section 1. PLAN OF DEVELOPMENT. As shown on Exhibit A attached, STONE VUE CONDOMINIUMS shall consist of a total of one building containing Units as well as inside parking facilities as described hereinafter:

<u>Building No.</u>	<u>Number of Units</u>	<u>Inside Parking Facilities</u>
One	20	30

Section 2. PARKING FACILITIES. With respect to STONE VUE CONDOMINIUMS, there will be constructed a total of 10 surface parking stalls which will be provided for purposes of visitors and residents of STONE VUE CONDOMINIUMS, and the maintenance thereof shall be the responsibility of the Association. The said surface parking areas shall be deemed part of the Common Areas of STONE VUE CONDOMINIUMS.

Section 3. RENTAL CONTINGENCY. In the event Developer is unable to sell all Units within a reasonable time, Developer shall be entitled to rent vacant Units until such time as a sale is consummated.

ARTICLE XI

GENERAL PROVISIONS

- Section 1. **ENFORCEMENT.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association.
- Section 2. **SEVERABILITY.** Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.
- Section 3. **AMENDMENT.** The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of the Declaration may be amended during the first five year period after original recording hereof by an instrument of amendment signed solely by the Developer. Said amendment to the Declarations shall be recorded in the office of the Register of Deeds of Waukesha County, Wisconsin. Thereafter, for the remaining 25 year period, the same may be amended by an instrument signed by not less than seventy-five per cent (75%) of the Unit Owners except as provided in Article X, Section 2. Any amendment must be properly recorded. In the event that the permanent character of the percentage of the undivided interest of each Owner in the Common Area as expressed in Article III, Section 2 is to be altered, then such amendment altering such percentage formula must have the consent of all Owners expressed in an amended Declaration duly recorded. All Unit Owners, by the acceptance of a deed of conveyance from the Developer, do agree thereby that the Developer has been granted, by these Declarations, a power of attorney, binding themselves, their heirs and assigns, to execute any and all documents required to effectuate such amendments as necessary.

Section 4. REGISTERED AGENT FOR SERVICE OF PROCESS. The initial registered agent for service of process shall be Robert Yunker, 6900 W. Lincoln Ave., West Allis, WI. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds of Waukesha County.

Section 5. PUBLIC UTILITY EASEMENTS. The Developer does herewith place on record this section of the Declarations, for the purpose of reserving to itself the right to execute and deliver easements for public utility purposes, if necessary, from time to time, for such items as electricity, telephone, gas, water, sewer and any other public utility, which easements may, by necessity, traverse along, across, under or through any portion of the Common Areas, involved herein, and does declare that the Developer, Robert H. Kreuter and Robert Yunker, is duly authorized and permitted to execute any and all easements for public utility purposes, including, but not exclusively limited thereto, such items as electricity, telephone, gas, sewer and water for use in the subject premises, which public utility lines or facilities may, by necessity, traverse across, over, under or through all or any portion of the Common Areas described herein, and as may be added hereto by annexation pursuant to the provisions hereof.

Section 6. RECIPROCAL EASEMENTS. Developer reserves for himself, his heirs, assigns, successors and representatives that may be subject to the Unit Ownership Act of Wisconsin (Chapter 703, Wis. Stats.), the right of ingress and egress in, to, upon and through and over Common Areas contained in STONE VUE CONDOMINIUMS, particularly including the swimming pool designated therein, and each of the Unit Owners of STONE VUE CONDOMINIUMS, shall have a reciprocal easement for ingress and egress in, over, upon and through all additional lands to be designated as Common Areas, particularly all private roads as may be laid out and constructed through the entire parcel of property described in Exhibit B.

Section 7. NON-HOMESTEAD OF DEVELOPER. None of the lands described in Exhibit B and attached hereto constitute the homestead of the Developer. However Developer shall be individual owners with accompanying rights, privileges and responsibilities of two units in STONE VUE.

REEL 153 IMAGE 639

IN WITNESS WHEREOF, the said Robert Yunker
has caused this document to be signed this 11th
day of December, 1975.

Executed in the Presence of:

James F. Flaherty

Robert H. Kerk (SEAL)

Sherry Koonis

Robert J. Miller (SEAL)

STATE OF WISCONSIN }
COUNTY OF MILWAUKEE } ss.

Personally came before me, this 14th day of December, 1925, the above named and to me known to be the persons who executed the foregoing instrument and acknowledged the same.

James F. Hark
Notary Public
Milwaukee County, Wisconsin
My Commission is Permanent

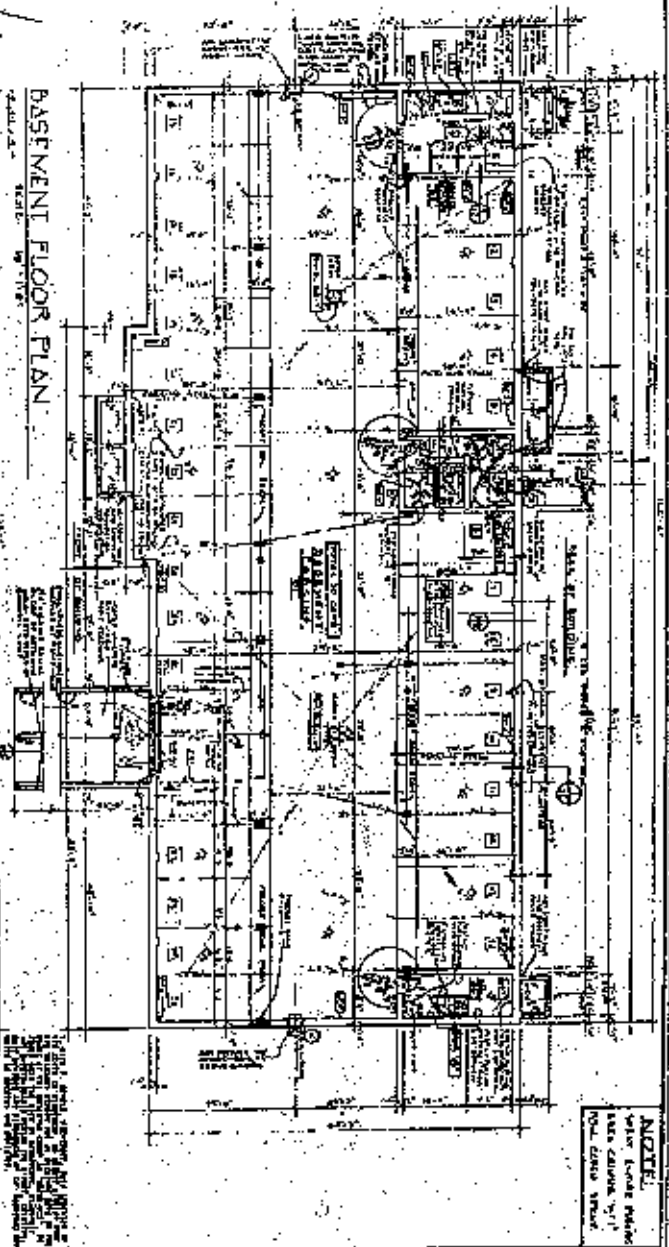
This Instrument was Drafted by
James F. Blask
Attorney at Law

- GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES THROUGHOUT THE PROJECT.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE AND PLANTING.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURES AND UTILITIES.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

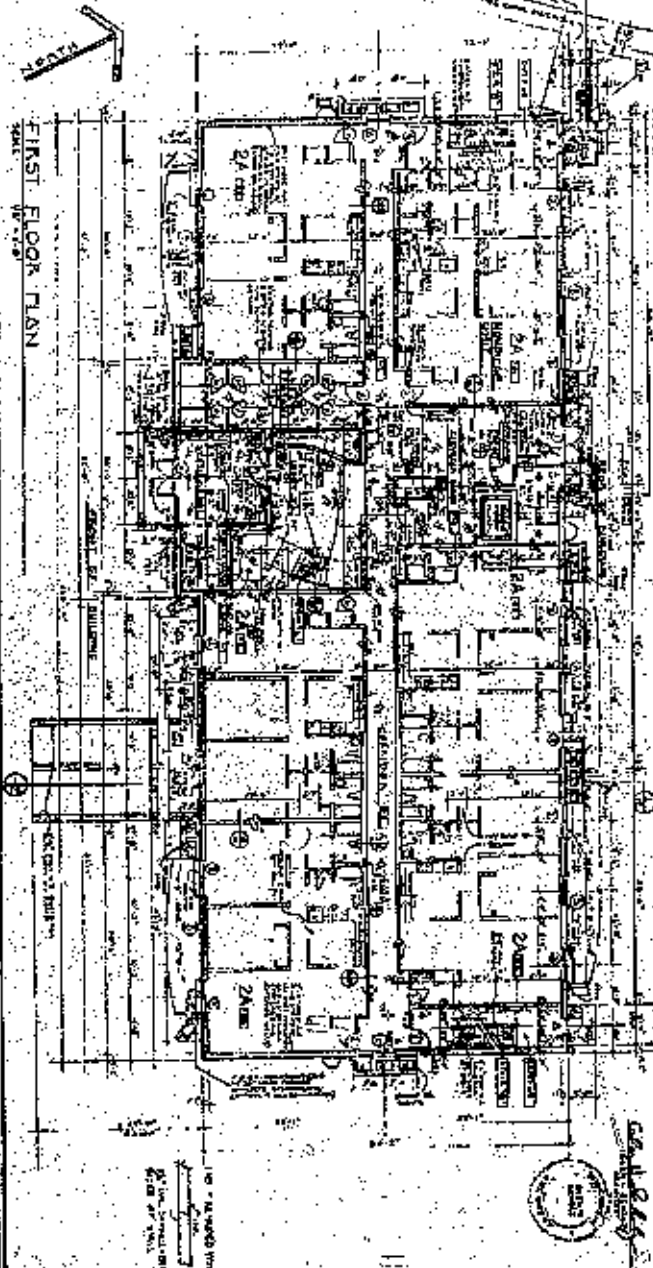
UNIT COUNT SCHEDULE

UNIT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
UNIT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
UNIT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100

BASEMENT FLOOR PLAN



FIRST FLOOR PLAN



NOTE

SEE EXHIBIT A FOR
UNIT COUNT SCHEDULE
AND EXHIBIT B FOR
UNIT COUNT SCHEDULE

AIA

John H. Scholz Architect, Inc.

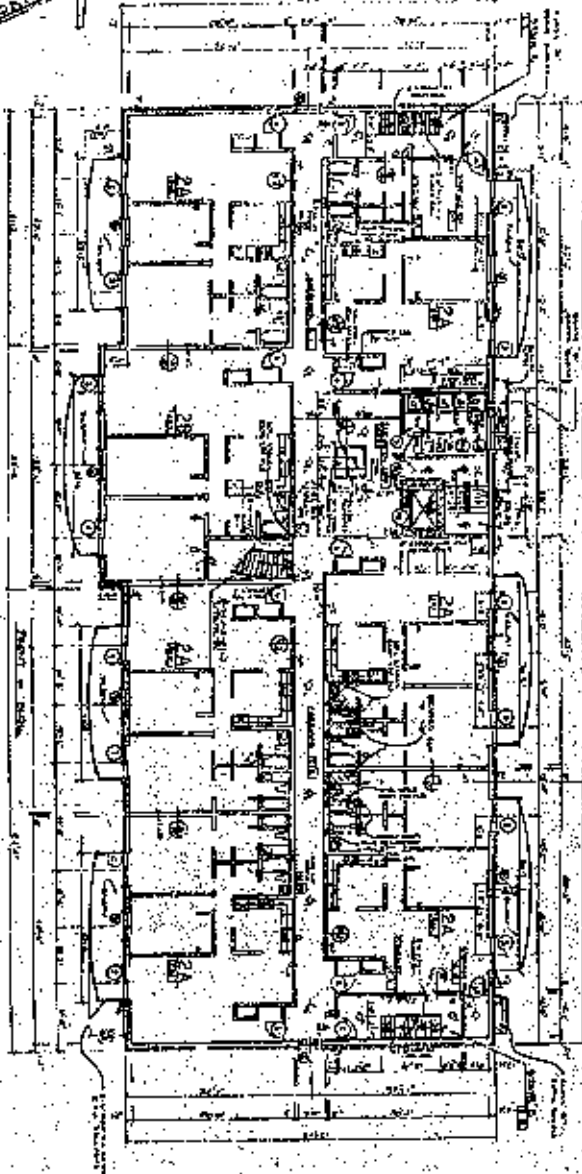
UNIT CONDOMINIUM
DEVELOPMENT, WISCONSIN

BREITENBURGER - KANZLER
MILWAUKEE, WISCONSIN

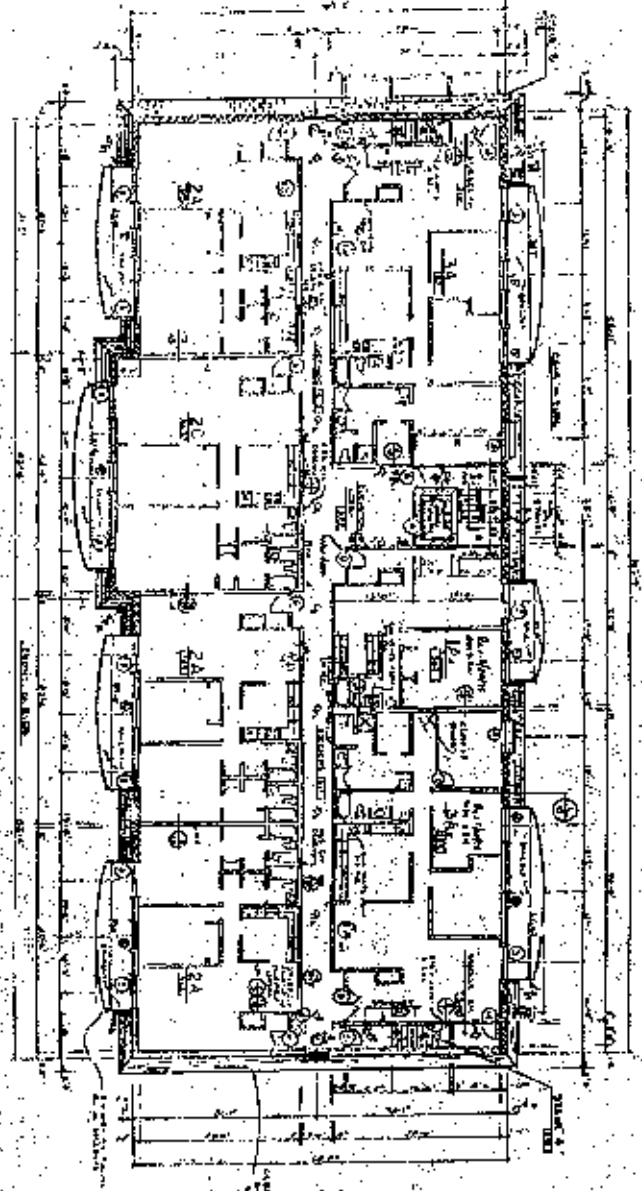
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SECOND FLOOR PLAN



THIRD FLOOR PLAN



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Vertical text, possibly a title or description.



3

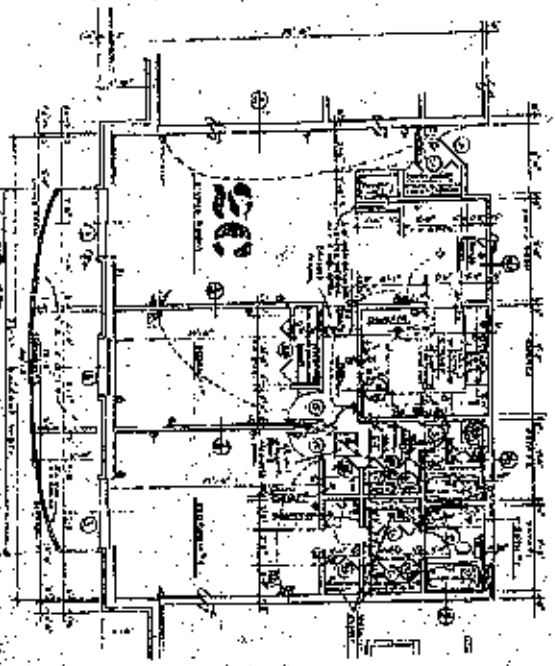
A

John H. Scola, Architect, AIA
1000 N. MILWAUKEE AVENUE
MILWAUKEE, WISCONSIN 53233

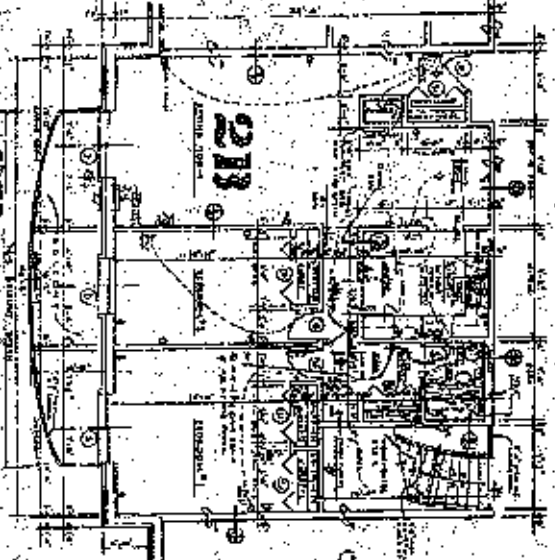
GROUP ECONOMY PROJECT
OCONOMOWOC, WISCONSIN

ARCHITECT: YUNKER
MILWAUKEE, WISCONSIN

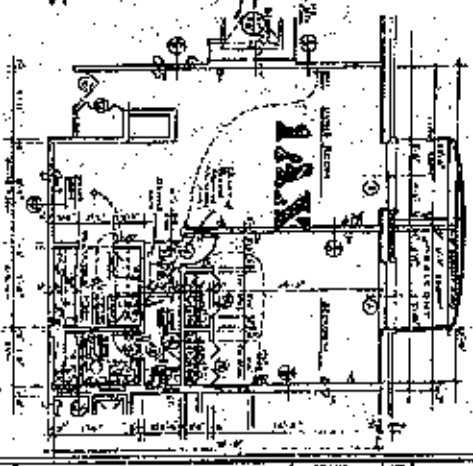
DATE	BY	REVISION
10/12/74	YUNKER	1



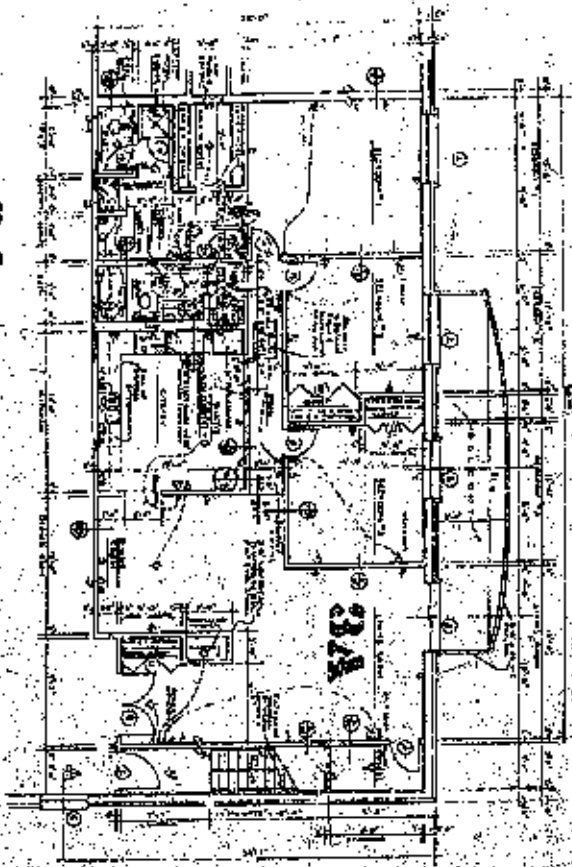
TYPICAL 2C UNIT



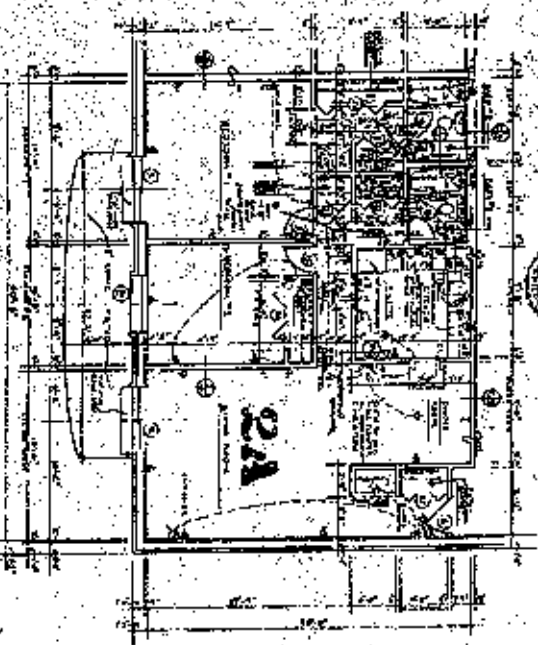
TYPICAL 2B UNIT



TYPICAL 1AX UNIT



TYPICAL 3A UNIT



TYPICAL 2A UNIT



642-019



A	ELLEN H. SCHOLZ ARCHITECT, INC. AIA	UNIT CONDOMINIUM PROJECT OCONOMOWOC, WISCONSIN	KREUTER - TUNKER MILWAUKEE, WISCONSIN	4/11/64
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EXHIBIT B

LEGAL DESCRIPTION

A PART OF LOTS 203, 204 & 205 IN HARL & ROCKWELL'S ADDITION TO
 OCONOMOWOC, A PART OF SECTION 23, TOWNSHIP 8 NORTH, RANGE 17
 EAST, IN THE CITY OF OCONOMOWOC, WAUKESHA COUNTY, STATE OF
 WISCONSIN: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 203,
 THENCE NORTH $61^{\circ} 00'$ WEST ALONG THE SOUTH LINES OF SAID LOTS
 203, 204 & 205 214.5 FEET TO A POINT: THENCE NORTH $31^{\circ} 47'$ EAST
 AND PARALLEL TO EAST LINE OF SAID LOT 203, TO THE SHORE OF FOWLER
 LAKE, THENCE EASTERLY ON AND ALONG THE SHORE LINE OF FOWLER LAKE
 TO A POINT, SAID POINT BEING THE EAST LINE OF SAID LOT 203, EX-
 TENDED, THENCE SOUTH $31^{\circ} 47'$ WEST ON THE EAST LINE OF SAID LOT
 203, TO THE PLACE OF BEGINNING, CONTAINING 50,635 SQUARE FEET
 MORE OR LESS.

1046876

REL 299 IMAGE 234

AMENDMENT TO THE DECLARATIONS &
RESTRICTIONS OF THE STONE VUE CONDOMINIUM
RECORDED As Document 934177

nd
350

The undersigned, being the Developers as defined in said Declaration do declare that:

Section 12 of Article 3 of the Declarations & Restrictions is amended by adding the following language to said Section;

"This paragraph does not apply to individuals employed in nursing and health care by an owner of a Stone Vue Condominium. The definition of nursing and health care is a person whose responsibilities include care, maintenance and physical assistance to an owner who is ill, as the result of sickness or injury, or suffers from a disability requiring attention and assistance."

Dated this 9th day of May, 1978.

Robert H. Kreuter

ROBERT H. KREUTER

Robert Yunker

ROBERT YUNKER

Personally came before me this 9th day of May, 1978 the above named Robert H. Kreuter and Robert Yunker to me known to be the persons who executed the foregoing instrument and acknowledged the same.

1046876

REGISTER'S OFFICE
WAUKESHA COUNTY
RECORDING

1978 MAY 11 PM 2:00

REL 299 IMAGE 234

Prepared By:
James F. Blask
Atty. At Law
2581 S. 88th
West Allis, WI.

Jerome J. Stell

Jerome J. Stell
Notary Public
Waukesha County, WI.
My Commission Expires
Aug. 6, 1978

Stone Vue Pier and Shoreline Rules

Revised August 7, 2018

1. Application by individual unit owner/owners for allotment of shore space must be made to the Board in writing and owner's name will be placed on pier request list.
2. Applications will be awarded on the basis of the pier list, for immediate use only, not in anticipation of future use.
3. Number of piers to be limited by DNR and the mooring of only one motorized water craft to each pier.
4. Size and configuration of each pier must be approved by the Board and must be similar to existing piers.
5. Expenses of each individual pier must be borne by the unit owner/owners of said pier, including but not limited to: purchase, maintenance, insurance, and seasonal placement and removal of pier.
6. Proof of ownership , umbrella insurance coverage must be submitted to the Board within 5 business days of application approval and provided annually to the condominium board.
7. If unit owner/owners disposes of his boat, and no longer uses his pier as a boat dock for a motorized water craft, such pier must be removed within 30 days. The space will then become available for applicant on pier list.
8. Only 2 non motorized water craft per unit may be owned and stored at the shoreline.
9. Each pier is to be owned by the unit owner/owners, for one boat, and the space may not be leased, loaned or sold to anyone else.
10. Once pier space is assigned to a unit owner/owners, it may be retained by unit owner/owners until such time as the owner's condo unit is sold, owner decides no longer wishes to use the pier space, no longer owns a boat or unless pier rules are violated.
11. All piers are private property of pier owner/owners and may not be used by anyone without the condo owner being on premises. The exception being a family member.
12. Private property sign must be obtained by pier owner and placed in conspicuous place on pier.
13. One pier is owned and maintained by Stone Vue Condo Association for the use by all owners. No overnight mooring. Day use only.
14. No storage of contaminants on piers overnight.
15. Boat lifts will not be allowed due to lack of storage space.
16. Stone Vue Board of Directors will determine placement of piers.



Fremont Insurance

Since 1876

www.fimic.com

**COMMERCIAL
PACKAGE POLICY**

Page 1 of 7

Previous Policy No. CPP0000326-01

YOUR AGENCY IS: WI-000100-3

Robertson Ryan & Assoc. Inc.
330 E Kilbourn Ave Ste 850
Milwaukee, WI 53202-3170
(800) 258-0277

**RENEWAL
DECLARATION**

POLICY NO.

CPP0000326-02

ISSUE DATE

01/30/2025 10:

MAILING ADDRESS

Stone Vue Homeowners Association Inc.
PO Box 305
Oconomowoc, WI 53066-0305

FORM OF BUSINESS

Corporation

POLICY TERM

12:01 a.m. 12:01 a.m.
04/01/2025 To 04/01/2026

PREMIUM IS PAYABLE

Quarterly

NAMED INSURED(S):

Stone Vue Homeowners Association Inc.

**NAMED INSURED**

Stone Vue Homeowners Association Inc.

POLICY NO.

CPP0000326-02

POLICY TERM

04/01/2025 to 04/01/2026

AGENT NO.

WI-000100-3

**Summary of
Coverages
And
Premiums****Premiums**

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

COVERAGE PARTS	PREMIUM
Commercial Property Coverage	12,274
General Liability Coverage	1,842
Total Provisional Annual Premium	14,116

Policy Locations

1 320 E Pleasant St, Oconomowoc, WI 53066-3053

**NAMED INSURED**

Stone Vue Homeowners Association Inc.

POLICY NO.

CPP0000326-02

POLICY TERM

04/01/2025 to 04/01/2026

AGENT NO.

WI-000100-3

**Forms and
Endorsements**

The following is a list of the forms and endorsements that make up your policy. Refer to these as needed for detailed information concerning your coverage. Your agent's package will not include forms.

TITLE	FORM NUMBER	EDITION DATE	LOCATION / BUILDING
Applicable to All Coverage Parts			
CALCULATION OF PREMIUM	IL 00 03	09 08	All
COMMON POLICY CONDITIONS	IL 00 17	11 98	All
WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL	IL 02 83	11 18	All
EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES	IL 09 35	07 02	All
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT	IL 09 85	12 20	All
CYBER EXCLUSION ENDORSEMENT ADVISORY NOTICE TO POLICYHOLDERS PHN-CPP-1 08 24	PHN CPP 1	08 24	All
Applicable to Property Coverage Part			
CPP PROVISION AMENDMENT	FM CPA	07 09	All
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	IL 09 52	01 15	All
EXCLUSION OF CERTIFIED ACTS OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM; CAP ON COVERED CERTIFIED ACTS LOSSES	IL 09 86	01 15	All
CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)	IL 09 95	01 15	All
COMMERCIAL PROPERTY CONDITIONS	CP 00 90	07 88	All
WISCONSIN CHANGES	CP 01 13	10 12	All
CYBER INCIDENT EXCLUSION	CP 10 75	12 20	All
BUILDING AND PERSONAL PROPERTY COVERAGE FORM	CP 00 10	10 12	1/1
BUILDING AND PERSONAL PROPERTY COVERAGE FORM	CP 00 10	10 12	1/2
CONDOMINIUM ASSOCIATION COVERAGE FORM	CP 00 17	10 12	1/1
EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA	CP 01 40	07 06	All
WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE	CP 03 21	10 12	1/1
WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE	CP 03 21	10 12	1/2
CAUSES OF LOSS - SPECIAL FORM	CP 10 30	09 17	1/1
CAUSES OF LOSS - SPECIAL FORM	CP 10 30	09 17	1/2
EQUIPMENT BREAKDOWN	CP 20 20	WI 07 21	All
PROPERTY II ENHANCEMENT ENDORSEMENT	CP FM 04	04 24	All
Applicable to General Liability Part			
COMMERCIAL GENERAL LIABILITY COVERAGE FORM	CG 00 01	04 13	All
EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY	CG 00 69	12 23	All
WISCONSIN CHANGES - AMENDMENT OF POLICY CONDITIONS	CG 01 24	01 93	All
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION	CG 21 06	12 23	All
EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - LIMITED BODILY INJURY EXCEPTION NOT INCLUDED	CG 21 07	05 14	All
EXCLUSION - UNMANNED AIRCRAFT	CG 21 09	06 15	All

**NAMED INSURED**

Stone Vue Homeowners Association Inc.

POLICY NO.

CPP0000326-02

POLICY TERM

04/01/2025 to 04/01/2026

AGENT NO.

WI-000100-3

EMPLOYMENT-RELATED PRACTICES EXCLUSION	CG 21 47	12 07	All
FUNGI OR BACTERIA EXCLUSION	CG 21 67	12 04	All
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM	CG 21 70	01 15	All
EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM	CG 21 76	01 15	All
EXCLUSION – ELECTRONIC DATA – DELETION OF BODILY INJURY EXCEPTION	CG 21 85	12 23	All
CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)	CG 21 87	01 15	All
EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM	CG 21 91	01 06	All
EXCLUSION – CYBER INCIDENT	CG 40 35	12 23	All
ABSOLUTE ASBESTOS EXCLUSION	CG 50 01	05 09	All
EXCLUSION - LEAD CONTAMINATION	CG 50 16	05 09	All
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)	IL 00 21	09 08	All
CHANGES IN GENERAL LIABILITY FORMS FOR COMMERCIAL PACKAGE POLICIES	CG 00 99	11 85	All
ADDITIONAL INSURED - CONDOMINIUM UNIT OWNERS	CG 20 04	11 85	All
COMMUNICABLE DISEASE EXCLUSION	CG 21 32	05 09	All
HIRED AUTO AND NON-OWNED LIABILITY ENDORSEMENT	CG 50 02	05 09	All
COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT	CG FM 01	01 12	All
CYBER LIABILITY ENDORSEMENT	FM 70 31	04 23	All

**NAMED INSURED**

Stone Vue Homeowners Association Inc.

POLICY NO.

CPP0000326-02

POLICY TERM

04/01/2025 to 04/01/2026

AGENT NO.

WI-000100-3

**Property
Coverage****Description of Premises**

LOCATION	BUILDING	OCCUPANCY AND DETAILS OF PREMISES		
1	1	CONDOMINIUMS - RESIDENTIAL (ASSOCIATION RISK ONLY) - WITHOUT MERCANTILE O		
		CONSTRUCTION TYPE	PROTECTION CLASS	YEAR BUILT
		Frame	02	1975
		TERRITORY		
		Remainder of State		
1	2	SWIMMING POOLS IN GROUND: CONCRETE OR METAL		
		PROTECTION CLASS	TERRITORY	
		02	Remainder of State	

Coverages and Premiums

Insurance at the described premises applies only for the coverages shown below.

LOCATION	BUILDING	DESCRIPTION AND DETAILS OF COVERAGE			PREMIUM
1	1	BUILDING			\$ 10,044
		LIMIT OF INSURANCE	DEDUCTIBLE	VALUATION	
		\$8,100,000	\$10000	Replacement Cost	
		COINSURANCE	COVERED CAUSES OF LOSS	INFLATION GUARD	
		80%	Special FORM	0%	
1	1	BUSINESS PERSONAL PROPERTY			\$ 75
		LIMIT OF INSURANCE	DEDUCTIBLE	VALUATION	
		\$10,000	\$10000	Replacement Cost	
		COINSURANCE	COVERED CAUSES OF LOSS	INFLATION GUARD	
		80%	Special FORM	0%	
1	2	SWIMMING POOLS IN GROUND: CONCRETE OR METAL			\$ 391
		LIMIT OF INSURANCE	DEDUCTIBLE	VALUATION	
		\$162,000	\$10000	Replacement Cost	
		COINSURANCE	COVERED CAUSES OF LOSS		
		80%	Special FORM		

**NAMED INSURED**

Stone Vue Homeowners Association Inc.

POLICY NO.

CPP0000326-02

POLICY TERM

04/01/2025 to 04/01/2026

AGENT NO.

WI-000100-3

Other Property Coverages

LOCATION/ BUILDING	COVERAGE	LIMIT OF INSURANCE	PREMIUM
ALL	PROPERTY II ENHANCEMENT - CP FM 04	\$	550
ALL	EQUIPMENT BREAKDOWN - CP 20 20	Included \$	\$1,214

Terrorism Coverage

\$ Included

Total Commercial Property Coverage Premium \$ 12,274

**Commercial
General
Liability
Coverage****Limits of Insurance**

COVERAGE	LIMIT
General Aggregate Limit (Other than Products/Completed Operations)	\$ 2,000,000
Products and Completed Operations Aggregate Limit	\$ 2,000,000
Each Occurrence Limit	\$ 1,000,000
Personal and Advertising Injury Limit, any one person or organization	\$ 1,000,000
Damage to Premises Rented to You, any one premises	\$ 100,000
Medical Expense Limit, any one person	\$ 5,000

Classification Schedule

LOCATION	DESCRIPTION AND DETAILS OF CLASSIFICATION						PREMIUM
1	Condominiums – residential – association risk only)						
	STATE	TERRITORY	CLASS CODE	DEDUCTIBLE	RATE	PREMIUM BASIS	
	WI	503	62003	None	38.3304	20 # of Units	
	Premises Operations						\$ 767
1	Swimming Pools - Not Otherwise Classified						
	STATE	TERRITORY	CLASS CODE	DEDUCTIBLE	RATE	PREMIUM BASIS	
	WI	503	48925	None	473.428	1 # of Pools	
	Premises Operations						\$ 473
Other General Liability Coverages							
Commercial General Liability Enhancement Endorsement - CG FM 01							\$ 250
Hired Auto and/or Non-Owned Liability Endorsement - CG 50 02							\$ 232
Cyber Liability Endorsement - FM 70 31							\$ 120
Additional Interests							
Condominium Unit Owners - CG2004							
Premium Charged Fully Earned							\$ 0

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL TERRORISM; CAP ON COVERED CERTIFIED ACTS LOSSES

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph C) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
WI	CPP0000326
Information required to complete this Schedule, if not shown above, will be shown in Declarations.	

A. The following definition is added with respect to the provisions of this endorsement: "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

LIMITED EXCLUSION OF CERTIFIED ACTS OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the terrorism was to release such material; or
3. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical material; or
4. Pathogenic or poisonous biological or chemical material is released, and it appears that one purpose of the terrorism was to release such material.

When this terrorism exclusion applies in accordance with the terms of Paragraph **B.1.** or **B.2.**, the terrorism exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Part or Policy.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" excluded under Paragraph **B.** results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

D. Cap On Certified Terrorism Losses

The following limitation applies to coverage for any one or more "certified acts of terrorism" that are not excluded by the terms of the exclusion in Paragraph **B.** and to any loss or damage that is covered and to which the exception in Paragraph **C.** applies:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This Paragraph, **D.**, does not apply to insurance provided under the Crime And Fidelity Coverage Part.

E. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the non-applicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the War And Military Action Exclusion.