

Declaration of Condominium For
 Stonehamer Estates Condominium
~~Amended~~

Document Number

Document Title

This is an amendment to 549878
 for property description unit 1 & 2
 in Stonehamer Estates Condominium,
 being a condominium created under the
 Condominium ownership Act of the
 State of Wisconsin

Document Prepared by Ryan Peters, Jessica
 Peters, Katherine Manning, John M Manning
 on 7-14-2026

683866

HEATHER M. KUHN

DUNN COUNTY WI, REGISTER OF DEEDS

RECORDED ON 07/14/2026 12:50 PM

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Recording Area

Name and Return Address

Mark & Kate Manning
~~10413~~ N4912 572nd St
 Menomonie, WI 54751

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

DECLARATION OF CONDOMINIUM FOR
Stonehammer Estates Condominium
N4904, N4912 572nd Street
Menomonie, WI 54751

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

EXHIBIT B

D-15

CONDOMINIUM PLAT

DECLARATION OF STONEHAMMER ESTATES CONDOMINIUM

WITNESSETH:

WHEREAS, The owners of N4904 572nd st Menomonie, WI 54751 and the owners of N4912 572nd St Menomonie, WI 54751.

WHEREAS, Owners desire to provide for the preservation and enhancement of the property value, and for the maintenance of the property and improvements thereon, and to this end in order to insure its best use and most appropriate development and to prevent the erection of poorly designed or constructed improvements, desires to subject said real property to the small residential condominium provisions of the Wisconsin Condominium Ownership Act; and

WHEREAS, Owners have deemed it desirable, for the efficient preservation for the value, to create an entity to which should be delegated and assigned the powers of maintaining

and administering the property, administering and enforcing the covenants and restrictions; promoting the recreation, health, safety, and welfare of the residents; and establishes the Stonehammer Estates Condominium Association , an unincorporated association, for the purpose of exercising such the functions;

NOW, THEREFORE, Owners declare that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of sec. 703.365, Stats., specifically including secs. 703.365(2) through (8), Stats., and the provisions set forth below.

ARTICLE 1 Definitions

The following definitions shall be applicable to this Declaration and, unless otherwise specifically provided, any Amendment hereto recorded pursuant to the provisions of this Declaration.

Section 1. "Declaration" shall mean the provisions set forth in this entire document, and as same may from time to time be amended.

Section 2. "Association" shall mean the Stonehammer Country Estates Condominium Association, an unincorporated association, its successors and assigns.

Section 3- "Owners" shall mean and refer to owners of each condo on title.

Section 4. "The Property" shall mean and refer to the real property which is subject to the Declaration, described in Exhibit A attached.

Section 5. "Common Area" shall mean and refer to all of the Property except for the
Units.

Section 6. "Limited Common Area" shall mean that part of the Common Area, as designated on the plat of survey, attached as Exhibit B, immediately adjacent and abutting to each Unit and reserved for its exclusive use, and shall include without limitation the driveway, walkways, and lawn associated with each Unit.

Section 7. "Unit" shall mean and refer to any portion of a structure situated upon the Property and designed and intended for use and occupancy as a residence by a single family.

Section 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, except that as to any Unit which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

Section 9. "Occupant" shall mean and refer to the occupant of a Unit who shall be either the Owner or a lessee who holds a written lease having an initial term of at least twelve (12) months.

Section 10. "Mortgage" shall mean any mortgage or other security agreement by which a Unit or any part thereof is encumbered.

Section 11. "Mortgagee" shall mean any person or firm named as the Mortgagee under any Mortgage by which the interest of any Owner is encumbered, or any successor to the interest of such person or firm under such Mortgages

ARTICLE 11

Property Subject to this Declaration

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Dunn County, Wisconsin, and is more particularly described in Exhibit A,

Section 2. Description of Buildings. One building is constructed upon the land with location as shown in Exhibit B.

There are two (2) Units consisting of approximately 1,500 square feet and approximately a 528 square foot double garage each.

Section 3. Description of Units.

(a) The boundaries of each Unit shall consist of the cubic area of each building which is enclosed as follows:

(i) The vertical boundaries of the Unit shall be the plane of the outer Surfaces of the pre-decorated drywall-and the plane of the outside faces of doors and windows bounding a dwelling extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper and lower boundaries shall be (a) lower boundary — the plane of the underside of the floor of the lowest level of living space; and (b) upper boundary — the plane of the to surfaces of the pre-decorated drywall ceiling . of the highest level of living space.

(iii) The garage area bounded as described in (i) above and by the plane of the underside of its floor and the plane of the top surfaces of its ceiling.

(b) If any portion of the Limited Common Areas shall encroach upon any Unit as a result of the construction of the building or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the

building stands. In the event the building, the Unit, the adjoining Unit, or any adjoining Limited Common Area shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, any resulting encroachment of a part of the Limited Common Area upon any Unit or upon any part of the Limited Common Area shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands. In interpreting the attached exhibits, the existing physical boundaries of the Units or a Unit which is reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the dimension expressed in the attached exhibits regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

Section 4. Description of Common Area, The Common Area shall include all of the condominium except the Units.

Section 5. Description of Limited Common Areas, The following areas are permanently assigned to and limited to the use of Units as follows (hereinafter called "Limited Common Areas"):

- (a) The deck and patio, if any, to which each Unit has direct access.
- (b) The driveway access to each Unit,
- (c) The front, side and back yards appurtenant to each Unit.

Section 6. Percentage Interest in Common and Limited Common Areas, Pursuant to sec. 703.365(2)(b), Stats., the undivided percentage interest in the condominium shall be allocated equally between the Units.

ARTICLE 111

Membership and Voting Rights

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation such as a land contract vendor whose purchaser is in possession, such membership shall be appurtenant to and may not be separated from ownership of the Unit and shall be transferred automatically by conveyance of that Unit. Pursuant to sec. 703.365(2)(c), Stats., each Unit shall have one undivided vote at meetings of the Association.

ARTICLE IV
Limited Common Areas

Section 1. Management and Control. Each Owner, subject to the restrictions set forth in this Declaration or properly adopted by the Association, shall be responsible for the exclusive management and control of the Limited Common Area appurtenant to the Owner's Unit and all improvements thereon, and shall have the exclusive right to the use and enjoyment of such Limited Common Areas.

Section 2. Delegation of Use. Any Owner may delegate the right of enjoyment to the Limited Common Areas appurtenant to the Owner's Unit to the members of the member's family and guests, and to occupants subject to the restrictions set forth in this Declaration or properly adopted by the Association.

Section 3. Damage or Destruction of Limited Common Areas by Owner. If any Limited Area is damaged or destroyed by an Owner or any of the Owner's guests, tenants, licensees, agents or members of the Owner's family, such Owner shall promptly repair the damaged area in good workmanlike manner in conformance with the original plan and specifications of the area involved, or as the area may have been modified or altered subsequently. The cost of such repairs shall be the Responsibility of the Owner.

ARTICLE V
Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation. Each Owner by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: assessments as determined necessary by the association.

All such assessments, together with interest and costs of collection as provided below, shall be a charge on the land and a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and costs of collection, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due,

Section 2. Assessment.

- (a) **Purpose of Assessment.** Any assessment levied by the Association shall be used exclusively for the purposes for which it is levied, for example:
- (i) Purchasing group services including but not limited to insurance, exterior maintenance or repairs, lawn care and snow removal.

(ii) For purchase of such other items or services as determined necessary by the Association.

- (b) Basis for Assessment. All assessments shall be shared equally by the Units.
- (c) Lease. If an Owner leases, said lease shall include payment by either Lessor or Lessee of all applicable assessments in regard to the Leased Unit, including without limitation prorated payments for any partial months during the lease term.

Section 3, **Effect of Nonpayment of Assessment and Remedies of the Association.**

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then-current statutory maximum annual interest rate. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property in like manner as a mortgage on real property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Limited Common Areas or abandonment of his or her Unit.

Section 4. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the line of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments becoming due after such sale or transfer or from the lien thereof.

Section 5. Annual Budget. No later than ninety (90) days before the end of each calendar year the Association may adopt an annual budget for the subsequent fiscal year, which shall provide for allocation of expenses in such a manner that the obligations imposed by the declaration will be met, and shall set the date assessments are due.

Section 6, Joint and Several Liability of Grantor and Grantee. Upon a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in the Articles up to the time of conveyance, without prejudice to the grantee's right to recover from grantor any amount paid by the grantee, therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount set forth on such statement.

ARTICLE VI
Architectural Control

Section L Conditions No Improvements, alterations, repairs, change of material colors, excavations, changes in grade, or other work which may in any way alter the exterior of any property or the improvements located therein from its natural or improved state existing on the date such property was first conveyed in fee by an owner to an Owner shall be made or done without the prior approval of the Association. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Association.

Section 2. Building Maintenance. All exterior surfaces of each Unit shall be replaced on both Units of a building at the same time, in the same color, and by the same contractor, all of which time shall be selected by the Association,

Section 3. Premises Maintenance. Each party is responsible to either contract or complete maintenance including lawn care, snow removals, well and septic.

ARTICLE VII
Use of Property

Section 1. **Protective Covenants.**

(a) **Residential Use.** The property is delegated for residential use as defined and permitted by applicable zoning codes. Nothing herein shall be deemed to prevent the Owner from leasing a Unit for occupancy subject to all of the provisions of the declaration. No Owner shall occupy or use the owner's unit or the Limited Common Area appurtenant hereto, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private residence for the Owner, the Owner's family, or the Owner's Lessees or guests.

(b) **Obstructions and Nuisances.** There shall be no obstruction of the Limited Common Areas, and nothing shall be stored therein without the prior written consent of the Association. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

(c) **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in the Limited Common Areas which will increase the rate of insurance on Limited Common Area without the prior consent of the Association. No owner shall permit anything to be done or kept in the Owner's Unit or in the Limited Common Areas

which will result in the cancellation of insurance on any Unit or any part of the Limited Common Areas, or which would be in violation of any law or ordinance. No waste will be permitted in the Limited Common Areas,

(d) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Limited Common Areas without the prior written consent of the Association. An Owner, without the Association's consent, may erect a sign, similar in size to a standard realtor's sign, advertising the Owner's Unit for sale.

(e) Animals. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in Limited Common Areas shall be removed immediately by Occupant of the Unit in which the pet resides. Owners with pets shall obey applicable leash laws.

(f) Automobiles and Parking. Junk vehicles and those without current license plates are prohibited. The Association must approve any request for an exception.

(g) Noxious Activity. No noxious or offensive activity shall be carried on in any Units or in the Limited Common Areas, nor shall anything be done there which may be or become an annoyance or nuisance to others.

(h) Satellite. Each Unit may place one (1) satellite dish no greater than thirty (30) inches in diameter in a location approved by the Association. The Association must approve any request for an exception

(i) Garbage. Garbage shall be kept in the Owner's garage or to the rear of the Unit out of sight of the adjoining Owner's view, unless local ordinances require placing of garbage and refuse at a different location for pickup.

(j) Landscaping and Gardening. No Owner shall plant trees or significantly alter the landscaping of the Limited Common Areas except with the Association's approval.

(k) Clothes Lines. Clothes lines of a retractable type may be attached may be used as long as they aren't attached to the unit.

(I) **Exceptions.** The Association may issue temporary permits to except any prohibitions expressed or implied by this section.

Section.2. Maintenance of Property. To the extent that maintenance is not provided for in the Declaration, each Owner shall keep the Owner's Unit and the appurtenant Limited Common Areas in good order and repair and free of debris, all in a manner as is consistent with good property management.

Section 3. Utility Easements. There is hereby Created a perpetual blanket easement upon, across, over, through and under the premises described in Exhibit A for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems, including, but not limited to, water, sewers, gas, telephones, electricity, television, cable or communication lines and systems, providing the Owner requesting the improvement or the providing utility or service company restores disrupted areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other service utility lines or facilities for such utilities may be installed or relocated on said 'premises except as approved by the Association, This easement shall in no way affect any other recorded easements on said premises.

Section 4. Encroachment. If any portion of any structure shall encroach upon any Unit or upon any portion of the Limited Common Areas as a result of settling or lateral movement or as a result of initial error in alignment or in construction, a valid easement for such encroachment shall exist so long as the structure stands.

ARTICLE VIII

Insurance

Section 1. Fire and Casualty Insurance.

- (a) Each party shall obtain insurance for the property against loss or damage by fire and such other hazards for not less than full replacement value of the property. Each party must have insurance to cover the exterior portion of their owned side. Provisions for such insurance shall be without prejudice to the right of each Owner to insure his or her own unit for personal benefit.

(b) With the exception of damage or destruction of a party wall or fence covered by Article IX, Section 3, and damage or destruction of Limited Common areas covered by Article IV5 Section 5, immediately after a casualty causing damage to any part of the Property, the Association or the Owners, as applicable, shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss; provided, however, that if a casualty causing damage is limited to a single Unit, then it shall be the responsibility of that Owner to obtain estimates of the cost of replacement as aforesaid. If the damage is greater than the available insurance proceeds, the condominium shall be subject to an action for partition upon the approval of the Association. In the case of partition, the net proceeds of sale, together with any net proceeds of insurance purchased by the Association, shall be considered as one fund and shall be divided between the Owners and shall be distributed in accordance with the priority of interests in each Unit. If the Association does not approve such an action for partition, the Unit or Units shall be repaired or rebuilt according to a uniform architectural plan and finish. Any insurance proceeds available from a policy purchased by the Association and the costs of reconstruction shall be prorated between the Owners in accordance with a proration of the loss.

(e) The Association is hereby irrevocably appointed agent for each owner to adjust all claims arising under insurance purchased by the Association.

Section 2. Additional Insurance Provisions. The Association may provide at associations digression public liability insurance covering the Limited Common Areas in such amounts as may be determined at the discretion of the Association from time to time. 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 Owner.

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.

ARTICLE X

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods ten years, unless at the expiration of the twenty-year term or of any ten-year extension period the covenants and restrictions are expressly terminated by an instrument signed by all Owners. A termination must be recorded,

Section 2. Amendment. This Declaration may be amended at any time by an instrument signed by all Owners. An Owner's consent is not effective unless it is
Approved by the mortgagee of the Unit, if any: Any amendment must be recorded.

Section 3. Right of First Refusal. Each Owner ("Selling Owner") shall provide written notice of the terms and conditions of any bona fide offer to purchase the Selling Owner's Unit to the other Owner ("Non-selling Owner") in the Selling Owner's building. The Non-selling Owner shall have ten (10) days from such receipt to give written notice of the exercise of the right to purchase such Unit on the same terms and conditions.

Section 4. 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 and thereafter imposed by the provisions of this Declaration, as amended or restated. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 5. Severability. Invalidation 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 6. Registered Agent. Owners of N4912 572 Street Menomonie, WI 54751 and Owners of N4904 572nd st Menomonie, WI 54751, Stonehammer Estates Condominium Association is the person designated to receive service of process for. The Association may designate a successor to receive service process.

Section 7. Arbitration. In the event the Association is unable to agree on a matter which any Owner believes is necessary for or contrary to the safety and proper use of the Property in the Owner's Unit, the provisions of sec. 703.365(6)(b) through (e), Stats, set forth in the Association's Bylaws, shall apply.

IN WITNESS WHEREOF, this Declaration has been executed on the day, month, and year first above written.

Katherine B. Manning
John M. Manning
Jessica M. Peters
Ryan Peters

Printed Names

John M. Manning
Katherine B. Manning
Jessica M. Peters
Ryan Peters

Signatures

STATE OF WISCONSIN

COUNTY OF DUNIN

Personally came before me this 14th day of
JULY, 2026 the above named

KATHERINE B. MANNING, JOHN M. MANNING,
JESSICA PETERS & RYAN PETERS D-14

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

Lisa J. Heinrich
Notary Public, State of Wisconsin

My commission expires 04/04/2028

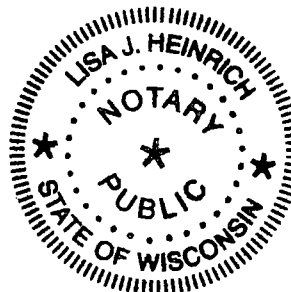


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY SUBJECT TO DECLARATION

LOT 2, CERTIFIED SURVEY MAP 1721, VOLUME 7 PAGE 71,
LOCATED IN SECTION 32, TOWNSHIP 28 NORTH, RANGE 12 WEST, TOWN OF
RED CEDAR, DUNN COUNTY, WISCONSIN

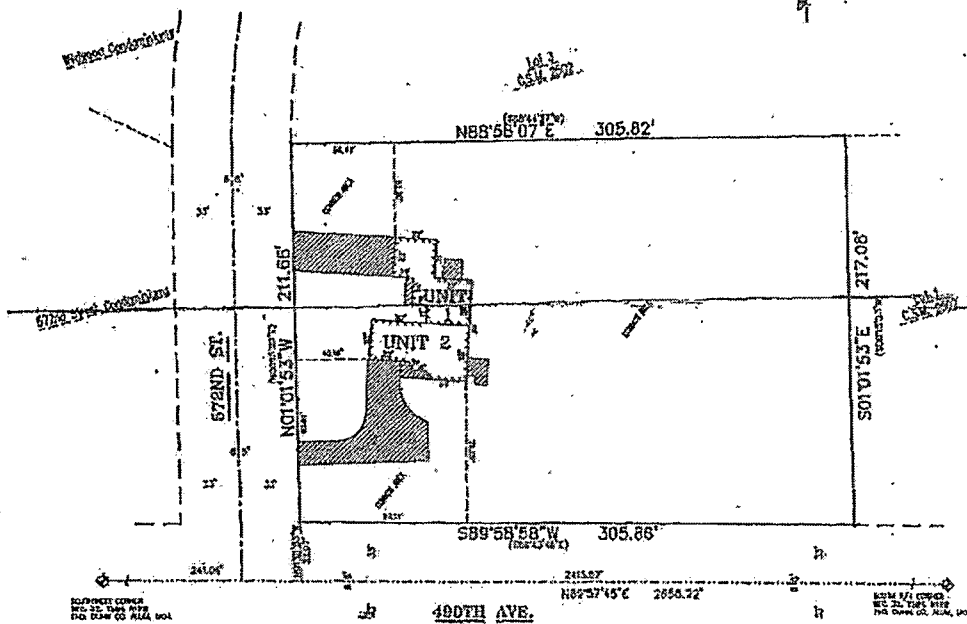
EXHIBIT B .CONDOMINIUM PLAT

(ATTACHED)

LEGEND

- OCCUPANTS CORNER (AS NOTED)
- FOUND 1/4" STEEL
- (EVIDENCE) RECORDS AS BEARING (CALL #172)
- ▨ LIMITED COMMON AREA
(Ramparts Drive, Dock, and Stairs)

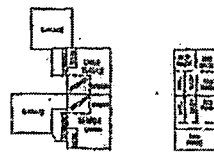
SCALE: 1" = 40'



LOT 3, CONTIGUOUS SURVEY MAP 1728, VOLUME 7 PAGE 74,
 LOCATED AT SECTION 32, TOWNSHIP 28 NORTH, RANGE 12 WEST,
 TOWNSHIP OF REDWATER, CLARK COUNTY, MISSOURI, WERE HEREBYMORE DESIGNATED AS:
 BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, SECTION 32,
 THENCE NORTH 81° 24' 00" E. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32,
 100 FEET; THENCE S 81° 24' 00" E. TO THE SOUTHWEST CORNER OF SAID LOT 3;
 THENCE S 81° 24' 00" E. TO THE NORTH CORNER OF SAID LOT 3;
 THENCE N 81° 24' 00" E. 300.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 3;
 THENCE S 81° 24' 00" E. 1770.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;
 THENCE S 81° 24' 00" E. TO THE POINT OF BEGINNING;
 CONTAINING 60.00 ACRES, MORE OR LESS.

6. RONALD D. JACOBSON, WISCONSIN REGISTERED LAND SURVEYOR, HEREBY CERTIFIES THAT THIS PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THAT THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN.

DATE THIS _____ DAY OF _____, 2002.



STONEHAMMER ESTATES CONDOMINIUM

Typical Maintenance and Fee Costs since November 2008*

\$90 per month per condo must be paid into the condo association fund for repairs declared in the condo documents or agreed upon by both parties.

Total \$2275 per year

A member of each party must be present for any withdrawals from the association fund.

*Condo association established November 2008

*Condo Association fee per Dunn County recording is \$1080 per condo each year (\$2160 total). Upon the closing the Condo Association will meet to discuss and take any action as necessary relative to the condos.

*Each condo unit is responsible for 1) septic repair and maintenance, 2) well repair and maintenance, 3) driveway repair and maintenance, 4) garage repair and maintenance that are not siding or roof related.

\$6058.30 is in the association bank account at the time of closing.