DOC #: 1208595
RECORDED May-12-2025 at 2:02 PM
Pages: 3 Fee:$30.00

James M. Krebs

JAMES M KREBS, REGISTER OF DEEDS
FOND DU LAC COUNTY, WI
Return to:
Guaranty Closing & Title Services - Qualia
This document has been electronically recorded.

First Amendment to the
Declaration of Restrictions and Covenants
Document No. for Sandmar Village Subdivision

LEGAL DESCRIPTION: Lots 1-5 and 7-41 of Sandmar Village, Located in a part of Lot 2, Certified Survey Map #138, Volume 2, Page 138, Lot 2 and 3, Certified Survey Map #6861, Volume 48, page 58, and being a part of the Southwest ¼ of the Northeast ¼ of Section 28, Township 16 North, Range 14 East in the City of Ripon, Fond du Lac County, Wisconsin.

Space for Recording Data

RETURN TO:
Bradley J Dagen, Esq.
N19 W24400 Riverwood DR.
Suite 350
Waukesha, WI 53188

Parcel Identification No.:

First Amendment to the Declaration of Restrictions and Covenants for Sandmar Village Subdivision

Declarant, Sandmar Properties, LLC, pursuant to the Declaration of Restrictions and Covenants for Sandmar Village Subdivision Sections 6.7, 9.1, and 9.5 of the said Declaration, hereby amends the Declaration of Restrictions and Covenants for Sandmar Village Subdivision (hereinafter "Declaration") as provided below for the purpose of updating the Decalration and making corrections to the original Declaration. Said Declaration was recorded as follows:

Recorded on March 31, 2020 with the Register of Deeds for Fond du Lac County, Wisconsin, as Document No. 1127468, and more particularly described as per the above-referenced Legal Description.

Except for the amendments contained herein, the terms and conditions of the Declaration of Restrictions and Covenants for Sandmar Village Subdivision, recorded on March 31, 2020 as Document No. 1127468 shall remain in full force and binding effect. The amendments to the said Declaration that are set forth herein are adopted and put into legal effect and made part of the Declaration as noted herein.

Therefore, let it be known and duly recorded with the Register of Deeds for Fond du Lac County, Wisconsin, that each and every person, party or entity hereafter purchasing or owning or in any way taking possession of any Lot in the Sandmar Village Subdivision, shall do so subject to the said Declaration Restrictions and Covenants, prior amendments or corrections to the Declaration, and the Declaration's covenants, conditions and restrictions; and subject to the following amendments to the said Declaration of Restrictions and Covenants for Sandmar Village Subdivision:

1. **Amendment to Article I of the Declaration.** Article 1, section 1.1, is hereby amended to provide that any and all future stages of development or additional phases of the Sandmar Village Subdivision shall be subject to the Declaration of Restrictions and Covenants, as amended.

2. **Amendment to Article I of the Declaration**. Article I, Section 1.1 is hereby amended to acknowledge and recognize that Outlots 1, 2 and 4 will be conveyed by the Developer to the City and while said Outlots will still benefit the Subdivision, they will be owned, managed and maintained by the City of Ripon. As a point of information, Outlot 3 will be developed by third parties who may construct multi-family housing on said Outlot 3.

3. **Amendment to Article III of the Declaration**. Article III, Section 3.2 is hereby amended to eliminate the required installation of a Post Lamp. Installation of a Post Lamp is optional, but must be approved as to size, color, location and illumination by the Developer, or by the Board of Directors upon assignment to the Board of Directors of the Association of Developer's Architectural Control authority.

4. **Amendment to Article IV of the Declaration**. Article IV, Section 4.1.1 as to fence installation and approvals is hereby amended to provide that Lot Owners may install fences but in doing so must comply with the applicable size, setback and other requirements established by the City of Ripon in its Zoning and/or Building Codes. References to Developer's Design Guidelines are hereby deleted.

5. **Amendment to Article V of the Declaration**. Article V, Section 5.1.1 is hereby amended to delete the reference to the conveyance to the Association of Outlots 1,2 and 4. The original Declaration is hereby corrected to provide that Outlots 1,2 and 4 will be conveyed to the City and the City will thereafter be responsible for maintenance and repairs, as applicable, for the said outlots once conveyed.

6. **Amendment to Article V of the Declaration**. Article V, Sections 5.4.1 through 5.4.6 are hereby amended to provide that any references to maintenance and maintenance obligations of the Association are deleted and replaced with the provision that the Association will monitor the stormwater management measures and inform the City of any concerns that the Association believes should be addressed by the City. Furthermore, it is expected that any costs or expenses incurred by the City for repairs resulting from Lot Owner negligence or mismanagement or unanticipated stormwater maintenance activities attributable to the conduct or actions of a Lot Owner will be charged to the responsible Lot Owner.

7. **Amendment to Article VI of the Declaration**. Article VI, Section 6.2 is hereby amended to include the following reference (added at the end of section 6.2) as to meeting notices and scheduling: The Association Board of Directors is hereby authorized to provide advance notice of any Association Members Meetings at least forty-eight (48) hours before the meeting, by using the methods for giving notice adopted by the Board or as set forth in the By-Laws of the Association.

8. **Amendment to Article VI of the Declaration**. Article VI, Section 6.6 is hereby amended to delete the reference to the cost of maintaining the Common Areas as an Association responsibility and substituting the following: "Outlots 1,2 and 4 will be conveyed to the City and the City will thereafter be responsible for maintenance and repairs, as applicable, for the said Outlots once conveyed. The Lot Owners in the subdivision will still benefit from said Outlots, but will not be responsible for the maintenance and repair costs for said Outlots.

9. **Amendment to Article VI of the Declaration**. Article VI, Section 6.7 is hereby amended to delete the reference to the Lot Owners having an undivided interest in said Outlots. "Outlots 1,2 and 4 will be conveyed to the City and the City will thereafter be responsible for maintenance and repairs, as applicable, for the said Outlots once conveyed. The Lot Owners in the subdivision will still benefit from said Outlots, but will not be responsible for the maintenance and repair costs for said Outlots.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment to the Declaration of Restrictions and Covenants for Sandmar Village Subdivision as of the date set forth below.

Sandmar Properties, LLC, Developer

Dated: May 8, 2025.

By: _____
Frederick C. Read, President

Acknowledgment:

State of Wisconsin }
} ss.
County of Waukesha }

The forgoing instrument was acknowledged before me this 8 day of May, 2025, by Frederick C. Read, President of Sandmar Properties, LLC, who is personally known by me and executed such document in said capacity.

_____
Print name: Chelsey C Engibous
Notary Public, State of Wisconsin
My Commission: 2/5/2027

Drafted by:
Attorney Bradley J. Dagen
Dagen Law Office
N19 W24400 Rivewood Drive, Suite 350
Waukesha, Wisconsin 53188
Tel: 262.832.3758
Email: dagenlaw@aol.com

CHELSEY C. ENGIBOUS
Notary Public
State of Wisconsin