

108

Second Amendment to Declaration
of The Buena Vista Condominium
W129N6811 Northfield Drive
Menomonee Falls, WI 53051

4187421

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 19, 2016 09:53 AM
James R Behrend
Register of Deeds

4 PGS
TOTAL FEE:\$30.00
TRANS FEE:\$0.00

Book Page -



This instrument was drafted by
Lloyd Bath, President
W129N6811 Northfield Dr. Unit 109
Menomonee Falls, WI 53051
262-251-7377

(Parcel Identification Number)

0301

Return address
Lloyd Bath, President
W129N6811 Northfield Dr. Unit 109
Menomonee Falls, WI 53051

Second Amendment to Declaration of The Buena Vista Condominium

This Second Amendment to the Declaration of The Buena Vista Condominium (the "Amendment") is made this day January, 2016 by the Buena Vista Condominium Association, Inc.

Recitations

Whereas, the Buena Vista Condominium Association, Inc. ("Association") was formed as a non-stock, non-profit corporation with the Articles of Incorporation of Buena Vista Condominium Association, Inc. Executed on or about December 20, 2005;

Whereas, the Declaration of the Buena Vista Condominium (the Declaration") was executed by the Declarant on March 22, 2006 and recorded on June 8, 2006 in the Register of Deeds Office in Waukesha County as Document No. **3393392**;

Whereas, Section 14 of the Declaration entitled "Amendment to Declaration" states the Declaration "may be amended by written agreement of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided by Section 707.09(2) of the Act" and upon recording in the Office of the Register of Deeds for Waukesha County, Wisconsin a document setting forth said Amendment will be effective;

Whereas, the aggregate of votes of at least sixty-seven percent of the votes have consented in this Amendment in writing and said consents are approved by the mortgagees. Accordingly, all the required consents and approvals were received.

Amendment To Declaration

Now Therefore, the Association hereby declares the Declaration shall be amended as follows:

1. Section 11.3 of the Declaration is here by replaced with the following;

Section 11.3 Unit Owner's Restriction on Leasing

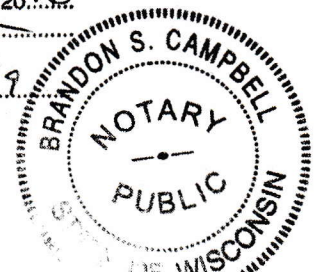
The Declarant may lease a unit on such terms and conditions as it desires in its sole discretion, provided that a unit owner other than the Declarant may lease his or her unit, only in compliance with any restrictions on leasing as may be stated in any restrictions on occupancy as set forth in this Declaration including, but not limited to, those set forth in section 11.9 of this declaration. No rooms in any unit may be rented. No visitor, including a member of a unit owner's or tenant's family (**other than a spouse and or one age qualified person as defined in 11.9 of this declaration**) may stay in the unit except as a temporary visitor, defined as a person or persons staying less than fifteen days in any consecutive fifty-two week period. Provided, that a child of a unit owner or tenant who is over the age of 18 years may visit for up to 60 consecutive days in any calendar year, provided that the resident notifies the Association in writing of the dates of any such visit.

In Witness Whereof, the Association has caused this Amendment to be executed as of the date first set forth above.

Buena Vista Condominium Association, Inc.

By: Lloyd Bath
Lloyd Bath, President

State of Wisconsin } SS
Waukesha County }
Subscribed and sworn to before me
this 19 day of May, 2016
Brandon Campbell
Notary Public, Waukesha County, Wis.
My commission expires 5-13-19



001061 NOV -4 8

Exhibit A-1
(The legal of the Condo after conveyance)

Part of Lot 2 of Certified Survey Map No. 9880, Recorded on September 21, 2004, in Volume 92 of Certified Survey Maps, on pages 20 – 31, as Document No. 3206261, being a part of the Southwest Quarter of the Northeast Quarter of Section 24, Town 8 North, Range 20 East, Village of Menomonee Falls, County of Waukesha, State of Wisconsin, more particularly described as follows:

Beginning at the Southeast corner of Lot 2, aforesaid; thence North $89^{\circ}04'52''$ West along the South line of said Lot 2 a distance of 333.97 feet; thence North $00^{\circ}54'26''$ East, 154.33 feet; thence South $89^{\circ}05'34''$ East, 330.94 feet; thence South $00^{\circ}12'58''$ East, 154.43 feet to the point of beginning.

Said parcel contains 51,318 square feet or 1.178 acres.