

REAL ESTATE SPECIALISTS

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Delafield Country Aire HOA

Rental Policy Changes

Dear Owner,

As you are aware, there was a Declaration amendment that was mailed to the association for a formal vote.

The amendment did pass and has been filed with Waukesha County. Please see the enclosed legal filing. Please keep this with your association documents.

Sincerely,

Cindy Galvan
Property Manager
Real Estate Specialists
cindy@realestatespl.com

AMENDMENT TO DECLARATION OF

DELAFIELD COUNTRY AIRE

CONDOMINIUMS, LLC

4616146

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

September 10, 2021 02:15 PM
James R Behrend
Register of Deeds

3 PGS

TOTAL FEE:\$30.00

TRANS FEE:\$0.00

Book Page -



Recording Area

Name and Return Address

Cindy Galvan
Real Estate Specialists
131 W Wisconsin Ave #205
Pewaukee, WI 53072

Parcel Identification Number (PIN)

070/3

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

DELAFIELD COUNTRY AIRE CONDOMINIUMS, LLC

Amendment to Declarations

Delafield Country Aire Condominiums, LLC was created by a Declaration, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on the 28th day of April, 2006 as Document No. 3382187;

WHEREAS, the Delafield Country Aire Condominiums, LLC (the "Association"), pursuant to the rights reserved in Article XV, Section 1 of the Declaration, desires to further amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Article IX, Section 2; Lease of Units shall be amended by inserting the underlined language to read as follows:

The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. All other leases shall be for terms of not less than twelve consecutive months. Each occupant of a Unit shall comply with all provisions of this Declaration, the Articles of Incorporation, and the ByLaws of the Association, and such rules and regulations as may be adopted by the Board of Directors pursuant to this Declaration or the ByLaws and each lease shall provide that a breach of any of the foregoing shall be deed a default under the lease. Notwithstanding the foregoing, the Unit owner shall be responsible to the Association and each other Unit owner for any breach of any provision of this Declaration, the Articles of Incorporation, and the ByLaws, or any rules or regulations caused by an occupant of such owner's Unit and the Association need deal only with the owner and shall not be obligated to address any breach with the offending occupant. Individual rooms in dwelling units contained within a Unit shall not be rented and no transient tenants shall be accommodated.

- a) The unit owner's immediate family members may occupy the unit without the unit owner. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner and shall include half and step relatives.
- b) If a unit owner's unit is rented as of the date of enactment of this Amendment, the unit owner will be allowed to continue to rent that unit until he or she sells or transfers the unit to a new owner. either voluntarily or through foreclosure.
- c) The Association will hold a cap limit of rentals equal to 10% or units; meaning no more than 7 units may be rented at one time.

Copies of each amendment shall be certified by the President and Secretary of the Association or such other officers as the Board may designate and shall not become effective until duly recorded in the office of the Register of Deeds for Milwaukee or Waukesha County, Wisconsin, together with a certified copy of a resolution of the Board authorizing officers, other than the President and Secretary, to certify such amendment, if not certified by the President and Secretary.

This Amendment to the Declaration complies with the requirements of the Declaration at Article XV, Section 1, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of not less than seventy-five percent (75%) of the Unit owners and mortgagees.

IN WITNESS WHEREOF, the Association has executed this Amendment to
Declarations of Condominium for the Delafield Country Aire Condominiums on this 1st day of
September 2021.

Delafield Country Aire Condominiums, LLC,
a Wisconsin Non-Stock Corporation,

By: [Signature]

Chad Torkelson, President

This document was acknowledged before me by Chad Torkelson (above) as President of
Delafield Country Aire Condominiums, LLC, on this 1st day of September, 2021.

[Signature]
Signature

Kelly Herrmann
Print

Notary Public, State of Wisconsin

My Commission Expires: 9-7-22

This instrument was drafted by:

Cindy Galvan
Real Estate Specialists
131 W Wisconsin Ave #205
Pewaukee, WI 53072

