

WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

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FIRST AMENDMENT TO CONDOMINIUM
DECLARATION

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WOODHILL CONDOMINIUM

Record this document with the Register of
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
20800 Swenson Drive, Suite 300
Waukesha, WI 53186

See Exhibit B

(Parcel Identification Number)

Woodhill Condominium was created by a Declaration, recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on the 29th day of September, 2004, as Document No. 3209176 (the "Declaration"), which affects the real property described on the attached Exhibit A;

WHEREAS, Woodhill Condominium Association of Menomonee Falls, Ltd. (the "Association"), pursuant to the rights reserved in Article 11, Section 11.1 of the Declaration, desires to amend the Declaration to add further restrictions on leasing of Units, among other items detailed below;

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

Article 7, Section 7.2 shall be replaced entirely by ~~striking out~~ the previous language and inserting the underlined language to read as follows:

7.2 Leases of Units.

Any Owner of a Unit may lease the Owner's Unit for terms of not less than six (6) months. If any Unit or portion thereof is occupied by a person or entity other than an Owner, the Owner shall file with the Secretary of the Association a copy of the lease or a memorandum of lease, setting out (at minimum) the premises and term thereof, the name, mailing address and telephone number of the tenant's agent, and a covenant by which the tenant obligates itself, upon penalty of termination of such lease by proceedings which may be brought by the Association, to observe the Condominium Documents. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The

~~Association will only need to deal with the Owner and shall not be obligated to address any breach with the offending Occupant.~~

Only six (6) Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing (the "Owner Occupancy Requirement"). An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of this Amendment. There are five Units currently rented as of the date of this Amendment, specifically:

N80 W12900 - Unit 5

N80 W12920 - Unit 4

N80 W12920 - Unit 6

N80 W12960 - Unit 4

N80 W12960 - Unit 8

(the "Grandfathered Units.")

When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of this Amendment, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

Special Hardship Exception: The Board of Directors shall have the authority to waive the requirements of this section and allow additional Units to be leased upon request of a Unit Owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease a unit pursuant to this hardship exception, an application for an exception must be in writing to the Board and give the reasons for requesting the exception. The Board shall convene a meeting within 30 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to appear. The Board shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. If the Board fails to issue a decision within seven (7) days, the exception request shall be deemed denied. The Board's decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

- _____ (i) The lease must be in writing;
- _____ (ii) The lease must be for the entire Unit;

(iii) The lease must be for a minimum period of six (6) months and a maximum of twelve (12) months;

(iv) The lease must designate that the use of the premises is subject to the Declaration, the Bylaws, and the Rules and Regulations of the Association;

(v) A copy of the lease must be provided to the Board of Directors within 7 days of its execution; and

(vi) Every tenant is subject to the laws of Wisconsin governing landlord-tenant relations and regulations. If any Unit Owner (landlord) or tenant is in violation of any of the provisions of the Declaration or Bylaws, or both, including any Rules and Regulations, the Association may bring an action in its own name or that of Unit Owner, or both, to have the tenant evicted or recover damages, or both. The Association shall give the tenant and the Unit Owner written notice of the nature of the violation and have thirty (30) days from the mailing of the notice of the nature of the violation and have thirty (30) days from the mailing of the notice in which to cure the violation before the Association may file for eviction.

This First Amendment to the Declaration complies with the requirements of the Declaration at Article 11, Section 11.1, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written

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consent of Unit owners with not less than sixty-six and two thirds percent (66 2/3%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units.

IN WITNESS WHEREOF, the Association has executed this First Amendment to Declaration of Condominium for Woodhill Condominium this 22nd day of August, 2018

WOODHILL CONDOMINIUM ASSOCIATION OF
MENOMONEE FALLS, LTD., a Wisconsin Non-Stock
Corporation,

By: Sarah Karpowitz
SARAH KARPOWITZ, President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by SK, as President of Woodhill Condominium Association of Menomonee Falls, Ltd. on this 22nd day of August 2018.

Patricia Maier
Notary Public, State of Wisconsin
Name: Patricia Maier
My Commission Expires: NOV 26 2021

This document was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
20800 Swenson Drive, Suite 300
Waukesha, WI 53186

