

WAUKESHA COUNTY, WI
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**2ND AMENDMENT TO
DECLARATION OF
CONDOMINIUM FOR
PARADISE TRAILS
CONDOMINIUM**

Document Number:

Document Drafted by:

Steve DeCleene

Return to:

Paradise Trails, LLC

N27W24025 Paul Court, Suite 100

Pewaukee, WI 53072

Paradise Trails, LLC ("Declarant") created under the Wisconsin Condominium Ownership Act (the "Act") a condominium known as Paradise Trails Condominium (the "Condominium"), pursuant to a Declaration of Condominium for Paradise Trails Condominium, which was recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin, on October 12, 2020, as Document No. 4519250 (as amended, the "Original Declaration"). The real estate comprising the Condominium is legally described on the attached Exhibit A. Capitalized terms not otherwise defined in this Amendment have the definitions provided in the Original Declaration.

WHEREAS, on October 27, 2021, the Declarant executed Amendment to the Declaration of Condominium for Paradise Trails (the "Amendment") and the Amendment was recorded on October 27, 2021, in the Register of Deeds Office for Waukesha County, Wisconsin as Document No. 4628435; and

1. Declaration Definition. As used in this Amendment, the term "Declaration" means the Original Declaration, as modified by this Amendment.

2. Required Consents and Approvals. All consents and approvals required for this Amendment were received as required by the Act.

3. Construction Obligation and Repurchase Rights. Section 23 of the Original Declaration is amended, in its entirety, to read as follows:

23. Construction Obligation and Repurchase Rights

Construction Obligation: Each Owner shall promptly begin, diligently pursue, and ultimately complete construction with Harbor Homes, Inc. or Tim O'Brien Homes Inc. of the Building and other improvements on its Building Pad pursuant to approved plans by the Association. Harbor Homes, Inc. and Tim O'Brien Homes Inc. are the exclusive builders of all Buildings and improvements within the Condominium. Owner acknowledges that the purchase of the Building Pad is separate from any construction contract to build the improvements on the Building Pad and the limited common elements appurtenant to the Building Pad. It is Owner's

obligation to secure a construction contract for the Building Pad from Harbor Homes, Inc. or Tim O'Brien Homes Inc. which is a separate entity from the Declarant.

In the event that construction of improvements has not been commenced with Harbor Homes, Inc. or Tim O'Brien Homes Inc. within one (1) year after the date of closing of the initial sale of a Building Pad by Declarant, then, until such construction is commenced, the Declarant shall have the option of repurchasing the Building Pad from the Owner (the "Commencement Option"). Commencement of construction is defined to mean that footings and foundation have been poured. To exercise the Commencement Option, the Declarant shall provide written notice of exercise of the Commencement Option (the "Notice") to Owner at Owner's last known address, including the date of repurchase closing. Notice shall be deemed to be received two days after deposit of the notice, postage prepaid, in the U.S. mail. The repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice.

If after commencing construction work on any Building Pad, construction ceases for a period of one hundred eight (180) consecutive days at any time before the substantial completion of construction as provided in Owner's approved plans ("Cessation of Construction"), the Declarant shall each have the option to repurchase the Building Pad from the Owner at any time prior to obtaining an occupancy permit (the "Construction Option"). To exercise the Construction Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice. "Substantial completion of construction" means that construction has been completed to a point that a certificate of occupancy could be obtained.

If Owner does not complete construction of the improvements as described in the approved plans and obtain an occupancy permit for the improvements within two (2) years after the date of closing of Owner's purchase of the Building Pad from Declarant the Declarant shall have an option to repurchase the Building Pad from the Owner (the "Completion Option") at any time thereafter but prior to obtaining an occupancy permit. To exercise the Completion Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after deliver of the Notice on the date specified in the Notice.

Terms of Repurchase:

If the Declarant exercises any of the options described above, at repurchase closing the Owner shall tender a warranty deed free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities and these Declaration in exchange for a sum equal to Owner's original purchase price for the Building Pad from Declarant less any unpaid real estate taxes, the proration for the then current year's real estate taxes, and the title insurance premium. Owner shall provide the party exercising the option with a title insurance policy for the full amount of Owner's purchase price.

In the event of repurchase as provided in this section, Owner shall also be liable to the Declarant for all reasonable costs and expenses incurred in retaking and restoring the Building Pad to marketable condition, and such costs and expenses shall be deducted from the amount of the

purchase price paid to the Owner. Owner shall be deemed to consent to enforcement of the options described on the above terms by specific performance.

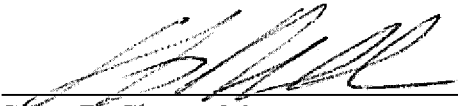
Except as modified by this Amendment, the terms of the Original Declaration remain in full force and effect.

[Signatures on following page.]

Dated as of June 1st, 2022.

DECLARANT:

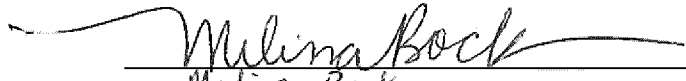
PARADISE TRAILS, LLC

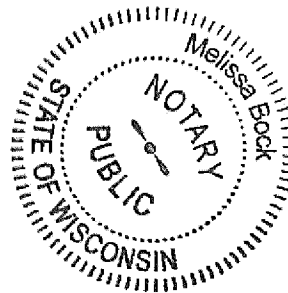
By: 
Steve DeCleene, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF WAUKESHA)

This instrument was acknowledged before me on June 1st, 2022 by Steve DeCleene, as Manager of Paradise Trails, LLC.


Melissa Bock
Notary Public, State of Wisconsin
My commission 2/25/23



LEGAL DESCRIPTION / EXHIBIT A

Units 1-47, together with said unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to said unit, all in Paradise Trails Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin, on October 12, 2020, as Document No. 4519249, and by any amendments thereto. Said Condominium being located in the Village of Hartland, Waukesha County, Wisconsin on the real estate described in said Declaration and Amendments and incorporated herein by this reference thereto.

Parcel Identification Numbers:

All are a part of HAV 0423-981 for 2020

and

Unit 1: HAV 0423-981-004

Unit 2: HAV 0423-981-005

Unit 3: HAV 0423-981-006

Unit 4: HAV 0423-981-007

Unit 5: HAV 0423-981-008

Unit 6: HAV 0423-981-009

Unit 7: HAV 0423-981-010

Unit 8: HAV 0423-981-011

Unit 9: HAV 0423-981-012

Unit 10: HAV 0423-981-013

Unit 11: HAV 0423-981-014

Unit 12: HAV 0423-981-015

Unit 13: HAV 0423-981-016

Unit 14: HAV 0423-981-017

Unit 15: HAV 0423-981-018

Unit 16: HAV 0423-981-019

Unit 17: HAV 0423-981-020

Unit 18: HAV 0423-981-021

Unit 19: HAV 0423-981-022

Unit 20: HAV 0423-981-023

Unit 21: HAV 0423-981-024

Unit 22: HAV 0423-981-025
Unit 23: HAV 0423-981-026
Unit 24: HAV 0423-981-027
Unit 25: HAV 0423-981-028
Unit 26: HAV 0423-981-029
Unit 27: HAV 0423-981-030
Unit 28: HAV 0423-981-031
Unit 29: HAV 0423-981-032
Unit 30: HAV 0423-981-033
Unit 31: HAV 0423-981-034
Unit 32: HAV 0423-981-035
Unit 33: HAV 0423-981-036
Unit 34: HAV 0423-981-037
Unit 35: HAV 0423-981-038
Unit 36: HAV 0423-981-039
Unit 37: HAV 0423-981-040
Unit 38: HAV 0423-981-041
Unit 39: HAV 0423-981-042
Unit 40: HAV 0423-981-043
Unit 41: HAV 0423-981-044
Unit 42: HAV 0423-981-045
Unit 43: HAV 0423-981-046
Unit 44: HAV 0423-981-047
Unit 45: HAV 0423-981-048
Unit 46: HAV 0423-981-049
Unit 47: HAV 0423-981-050