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REGISTER OF DEEDS: **JOELLYN M. STORZ**

THIRD AMENDMENT TO RESTATED CONDOMINIUM DECLARATION

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Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street #1900
Milwaukee, WI 53202

See Exhibit B
(Parcel Identification Number)

SPRING MEADOWS CONDOMINIUM

Spring Meadows Condominium was created by a Declarant, Bear Realty of Kenosha, Inc., which caused to be recorded in the Office of the Register of Deeds for Kenosha County, Wisconsin, a Restated Declaration on the 21st day of November, 1989, as Document No. 832278 (the "Declaration"), as amended by Amendment Number One on the 11th day of January, 1991, as Document No. 858004, and as further amended by Amendment Number Two on the 10th day of September, 1993 as Document No. 938350, all of which affects the real property described on the attached Exhibit A;

WHEREAS, Spring Meadows Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Section 12 of the Declaration, desires to further amend the Declaration;

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

Section 4.C is amended by adding the underlined language to read as follows:

C. Each unit shall include the inner surfaces of the finished walls, ceilings and floors and all windows, mouldings, window frames and doors (including all glass in doors and garage doors) in or appurtenant to a unit and its respective garage. If a unit contains a sump pump, the sump pump shall be considered part of the unit. If a unit contains radon mitigation equipment within and/or appurtenant to

the unit, such equipment shall be considered a part of the unit. Smoke detectors, carbon monoxide detectors, and fire alarms within a unit shall be considered part of the unit.

Section 4.E is amended by deleting the ~~strikeout~~ language as follows:

E. The structural portions of each building~~, any smoke detectors and fire alarms~~ and the exterior surface of the garage door shall be common elements except as stated in Section 4C of this Declaration. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the Spring Meadows Condominium Association, Inc. (the "Association"). Any water meters and/or sprinkler plumbing for the building shall be common elements and the Association's responsibility to maintain, repair, and replace, even though they may be within the boundaries of a Unit. The heating and air conditioning systems and water heater for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

Section 5.B is amended by adding the underlined language as follows:

All decks, balconies, patios and driveways immediately adjacent to any unit shall be a part of the common area and not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that deck, balcony, patio and outdoor parking space on the driveway, direct access to which is provided from his respective unit, or which is or are located outside of and adjoining his respective unit or is designated for such unit. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such common element, deck balcony, patio, or driveway in any manner contrary to the rules and regulations as may be established by the Association.

Section 7 is amended by deleting the ~~strikeout~~ language and adding the underlined language as follows:

Section 7. Residential Use and Lease of Unit.

A. All units are restricted to residential use~~, except that the Declarant reserves the right to use not more than three units as sales models until all units in the condominium are sold~~.

B. ~~No owner shall lease or rent his unit for a term of less than six (6) months. Any owner who wishes to lease or rent his unit to any person not related by blood or marriage to the owner shall give to the Association Board of Directors no less than twenty (20) days prior written notice of the proposed lessee/tenant, and his or their financial and character references. If the Board of Directors, in its reasonable opinion, finds that the proposed lease or rental is contrary to the best interest of the unit owners and the Association, it may prohibit such lease or rental by written notice to the said owner. The Association Board of Directors shall adopt rules and regulations not inconsistent with the foregoing provisions for the purpose of implementing and effectuating the foregoing provisions.~~ Units may not be leased except as may be set forth in the Association's Bylaws.

Section 12 is amended by deleting the ~~strikeout~~ language and adding the underlined language as follows:

Section 12. Amending Declaration.

A. This Declaration may be amended by the written consent ~~affirmative vote~~ of ~~seventy-five~~ sixty-seven percent (~~75~~67%) of all the unit owners and their ~~seventy-five percent (75%) of all~~ mortgagees, if any, consistent with Wisconsin Statutes Section 703.09, as amended ~~of units in the condominium~~. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. ~~Declarant reserves the right, for itself and its successors and assigns, to amend this Declaration at any time and from time to time, without a vote of unit owners, to reflect the commencement or completion of units. Prior to completion of construction of units, Declarant shall be deemed the owner of the percentage interests in the common elements for all proposed units.~~

B. Except as provided in Section 13, no amendment shall change any unit's proportionate share of the common elements, common expenses, or voting rights, unless all owners of the condominium units shall approve thereof by a one hundred percent (100%) vote~~, nor shall any amendment change the rights of Declarant as contained in this Declaration~~.

This Third Amendment to the Restated Declaration complies with the requirements of the Declaration at Section 12 and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy five percent (75%) 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 a manner consistent with the statutes.

IN WITNESS WHEREOF, the Association has executed this Third Amendment to Restated Declaration of Condominium for Spring Meadows Condominium this 4th day of June, 2020.

SPRING MEADOWS CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Patrick Johnson
PATRICK JOHNSON, President

STATE OF WISCONSIN)
) ss.
COUNTY OF KENOSHA)

This document was acknowledged before me by PATRICK JOHNSON, as President of Spring Meadows Condominium Association, Inc. on this 4th day of June, 2020.

Notary Public, State of Wisconsin
Name: Abbe Gustavus
My Commission Expires: 3-12-2023

ABBE GUSTAVUS NOTARY PUBLIC STATE OF WISCONSIN

This document was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street #1900
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1A, 1B, 1C and 1D in Building 1, Units 2A, 2B, 2C and 2D in Building 2, Units 3A, 3B, 3C and 3D in Building 3, Units 4A, 4B, 4C and 4D in Building 4, Units 5A, 5B, 5C and 5D in Building 5, Units 6A, 6B, 6C and 6D in Building 6, Units 7A, 7B, 7C and 7D in Building 7, Unit 8A, 8B, 8C and 8D in Building 8, Units 9A, 9B, 9C and 9D in Building 9, Units 10A, 10B, 10C and 10D in Building 10, Units 11A, 11B, 11C and 11D in Building 11, Units 12A, 12B, 12C and 12D in Building 12, Units 13A, 13B, 13C and 13D in Building 13, Units 14A, 14B, 14C and 14D in Building 14, Units 15A, 15B, 15C and 15D in Building 15, in Spring Meadows Condominium, created by a "Declaration of Condominium" recorded on November 6, 1989, in the Office of the Register of Deeds for Kenosha County, Wisconsin, in Volume 1372 of Records, Pages 632, as Document No. 831361, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of Kenosha, County of Kenosha and State of Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
0722213208010	3147 13th Street, Unit 11A
0722213208011	3145 13th Street, Unit 11B
0722213208012	3143 13th Street, Unit 11C
0722213208013	3141 13th Street, Unit 11D
0722213208014	1312 30th Court, Unit 12A
0722213208015	1314 30th Court, Unit 12B
0722213208016	1316 30th Court, Unit 12C
0722213208017	1318 30th Court, Unit 12D
0722213208018	1324 30th Court, Unit 13A
0722213208019	1326 30th Court, Unit 13B
0722213208020	1328 30th Court, Unit 13C
0722213208021	1330 30th Court, Unit 13D
0722213208022	1343 30th Court, Unit 14A
0722213208023	1345 30th Court, Unit 14B
0722213208024	1347 30th Court, Unit 14C
0722213208025	1349 30th Court, Unit 14D
0722213208026	1341 30th Court, Unit 15A
0722213208027	1339 30th Court, Unit 15B
0722213208028	1337 30th Court, Unit 15C
0722213208029	1335 30th Court, Unit 15D
0722213209001	3413 13th Street, Unit 1A
0722213209002	3415 13th Street, Unit 1B
0722213209003	3411 13th Street, Unit 1C
0722213209004	3417 13th Street, Unit 1D

0722213209005	3335 13th Street, Unit 3A
0722213209006	3333 13th Street, Unit 3B
0722213209007	3337 13th Street, Unit 3C
0722213209008	3331 13th Street, Unit 3D
0722213209009	1317 35th Avenue, Unit 2A
0722213209010	1319 35th Avenue, Unit 2B
0722213209011	1315 35th Avenue, Unit 2C
0722213209012	1321 35th Avenue, Unit 2D
0722213209013	1318 33rd Court, Unit 4A
0722213209014	1316 33rd Court, Unit 4B
0722213209015	1320 33rd Court, Unit 4C
0722213209016	1314 33rd Court, Unit 4D
0722213209017	1321 33rd Court, Unit 5A
0722213209018	1319 33rd Court, Unit 5B
0722213209019	1323 33rd Court, Unit 5C
0722213209020	1317 33rd Court, Unit 5D
0722213209021	3305 13th Street, Unit 6A
0722213209022	3303 13th Street, Unit 6B
0722213209023	3307 13th Street, Unit 6C
0722213209024	3301 13th Street, Unit 6D
0722213209025	3233 13th Street, Unit 7A
0722213209026	3235 13th Street, Unit 7B
0722213209027	3231 13th Street, Unit 7C
0722213209028	3237 13th Street, Unit 7D
0722213209029	1318 32nd Court, Unit 8A
0722213209030	1320 32nd Court, Unit 8B
0722213209031	1316 32nd Court, Unit 8C

0722213209032	1322 32nd Court, Unit 8D
0722213209033	1325 32nd Court, Unit 9A
0722213209034	1327 32nd Court, Unit 9B
0722213209035	1323 32nd Court, Unit 9C
0722213209036	1329 32nd Court, Unit 9D
0722213209037	1311 32nd Court, Unit 10A
0722213209038	1309 32nd Court, Unit 10B
0722213209039	1313 32nd Court, Unit 10C
0722213209040	1307 32nd Court, Unit 10D