Document No.

FIRST AMENDMENT TO THE DECLARATION OF SUNRISE CONDOMINIUMS

Return to:

Neuberger, Griggs, Sweet & Froehle, LLP
Attorney April K. Splittgerber
136 Hospital Drive
Watertown, WI 53098

291-0915-3232-064, 291-0915-3232-065
Parcel Numbers

FIRST AMENDMENT TO THE DECLARATION OF SUNRISE CONDOMINIUMS

1205/1207 Louisa Street, Watertown, Wisconsin 53098

THIS FIRST AMENDMENT to DECLARATION OF CONDOMINIUMS is made pursuant to the *Condominium Ownership Act,* Chapter 703, *Wisconsin Statutes,* and Number 9 of the DECLARATION OF CONDOMINIUM. The original DECLARATION OF CONDOMINIUM was recorded in the Office of the Register of Deeds for Dodge County, Wisconsin, on august 5, 1983 as Document No. 660012.

RYAN K WAGNER and CASSANDRA L WAGNER are the owners of Unit 1 of Sunrise Condominiums and NAN K MOSS TRUST is the owner of Unit 2 of Sunrise Condominiums.

Sections 1-10 of the DECLARATION OF CONDOMINIUM are revoked in their entirety and are restated as follows:

ARTICLE I
DESCRIPTION OF BUILDING AND UNITS

Section 1.1 There shall be one (1) residential building containing two (2) Units as follows:

a. Unit 1, more particularly described as 1205 Louisa Street, Watertown, Wisconsin 53098 is approximately one-half of the entire building (interior and exterior) excluding the roof on the building, the rain gutters and downspouts, the foundation drainage system, and the common wall separating Unit 1 from Unit 2, all of which are a part of the common elements as herein after set forth. The wall between Unit 1 and Unit 2 on all levels is a common wall.

Unit 1 may be cosmetically updated as the owner so pleases. The owner can make more substantive changes, like adding an egress window, if they so choose.

b. Unit 2, more particularly described as 1207 Louisa Street, Watertown, Wisconsin 53098 is approximately one-half of the entire building (interior and exterior) excluding the roof on the building, the rain gutters and downspouts, the foundation drainage system, and the common wall separating Unit 1 from Unit 2, all of which are a part of the common elements as hereinafter set forth. The wall between Unit 1 and Unit 2, on all levels, is a common wall.

Unit 2 may be cosmetically updated as the owner so pleases. The owner can make more substantive changes, like adding an egress window, if they so choose.

c. The building and each Unit is specifically described by dimension and location in the Condominium Plat. The building has one story and a basement and is principally of frame construction.

Section 1.2 INTERPRETATION OF PLANS. In interpreting the survey of floor plans or any deed or any other instrument affecting the building or a Unit, the boundaries of the building or Units constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of settling or lateral movement of the building and regardless of minor variations between boundaries shown on the survey and floor plans and those of the building or Units as located and erected.

Section 1.3 COMMON AND LIMITED COMMON ELEMENTS.

a. The Common Elements shall consist of the roof on the entire building; all rain gutters and downspouts; all exterior walls and the common wall separating the Units as hereinbefore described; the yard drainage system; the foundation and foundation drainage system; all beams, columns, and other supports used to maintain the structural integrity of the entire building; the pier; and all other areas and elements, which is not a part of the Unit or designated as Limited Common Elements. Maintenance of the Common Elements shall be the responsibility and duty of the Louisa Condos Association (hereafter Association).

No major repair or replacement of the roof or drainage systems shall be made without the consent of the Association, provided, however, that minor repairs not affecting the appearance of the roof shall be made by and at the expense of the Owner of the Unit beneath the roof area requiring such repair. The Association shall have the duty and responsibility of keeping and maintaining the common wall dividing the Units in good order and repair, provided, however, that damage to one side of the common wall not affecting the other side shall be repaired and maintained by the Owner of the Unit on whose side the damage has occurred or the maintenance is required.

b. Areas identified in the Condominium Plat as Limited Common Elements are appurtenant to the Unit therein designated and are limited for the exclusive use of the Owner or Owners of such Unit. Maintenance of Limited Common Elements, which includes, but is not limited to cutting grass in a timely manner, yard waste, yard debris, tree maintenance, and driveway shoveling shall be the responsibility of the Owner of the Unit to which such limited Common Elements is appurtenant.

Section 1.4 PERCENTAGE OF INTEREST IN COMMON ELEMENTS. The ownership of each of the Units includes a one-half (1/2) undivided interest in the Common Elements and Limited Common Elements, and the same shall be conveyed with each of the Units.

Section 1.5 VOTING. Each Unit Owner shall be entitled to one vote for each Unit owned at all meetings of the Association of Unit Owners. The vote for each Unit shall be exercised as the Unit Owners determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote.

ARTICLE II
PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 2.1 OWNERS' EASEMENTS OF ENJOYMENT. Each Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to each Unit.

Section 2.2 OWNERS' RIGHT TO INGRESS AND EGRESS, EASEMENTS. Each Owner shall have the right to ingress and egress over, upon and across the Common Elements, Limited Common Elements and/or the other Unit if necessary, for access to his Unit, and for purposes of repairing and maintaining electrical, plumbing and heating facilities, water pipes and laterals, sewer pipes and laterals, underground electric and telephone cables, wires, etc.; provided, however, that entry into each Unit shall only be at reasonable times and upon notice to the Owner thereof.

Section 2.3 USE OF UNITS. Each Unit shall be used exclusively for residential purposes. Lease or rental of Unit for residential purposes shall not be considered to be a violation of this covenant. Units may be rented or leased, but not for a term of less than one (1) month. No Unit may be subdivided.

Section 2.4 USE OF COMMON ELEMENTS. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written agreement of the Owners of both Units. Nothing shall be altered on, constructed in, or removed from the Common Elements except upon the prior written agreement of the Owners of both Units.

Section 2.5 PAINTING, REDECORATING, AND AESTHETICS. Each Owner shall be responsible for the painting and decorating of the exterior of his Unit, including but not limited to trim, gutters and downspouts. In the event that either Unit Owner desires to change the color of the exterior of his Unit, including the change of the color of the trim, gutters and/or downspouts, such change in color shall be agreed to, in writing, by the Owner of the other Unit and all mortgagees having a collateral security interest in any Unit. Agreement by the Owner of the other Unit shall irrevocably be construed as the agreement of such other Owner to paint and redecorate the exterior of the second Unit, including the trim, gutters and downspouts, in the same manner and color, contemporaneously with or as a part of the painting and redecorating project of the other Unit Owner. Each Owner or any mortgagee shall have the right to enforce this condition in accordance with the terms of Article VI, Section A.

Section 2.6 COMMON EXPENSES. The following maintenance costs and expenses and charges which are incurred or levied by or against one Unit for the benefit of both Units or the Association shall be common expenses and shall be paid by the Association:

a. Repairs to sewer or water laterals;

b. Annual assessments against the condominium by the Association.

Section 2.7 REGULATION OF ANIMALS. Each Owner shall have a right to own animals. Owners who decide to own an animal are not allowed to have their animal:

a. Habitually pursue any vehicle upon any public street, alley or highway near the Units.
b. Assault or attack any person or destroy property.
c. Habitually barks or howls to the annoyance of any person or persons.
d. Kills, wounds or worries any domestic animal.
e. Is known to be infected with rabies or to have been bitten by an animal known to have been infected with rabies.
f. Is unlicensed (in the case of a dog or cat).

ARTICLE III

RECONSTRUCTION OR REPAIR

Section 3.1 DETERMINATION OF WHETHER TO RECONSTRUCT OR REPAIR. In the event the Property is destroyed or damaged so as to render the entire building untenantable, the agreement of both Unit Owners shall be determinative as to whether to proceed with repair, reconstruction or sale. If the damage is confined to one Unit, not affecting the other Unit, such damage shall be repaired forthwith by the Owner of the damaged Unit. If the Owners cannot agree or fail to make a determination of whether to repair, reconstruct, or sell, the Property shall be

deemed to be owned in common by the Unit Owners in the same percentage as previously owned by each Unit Owner in the common areas and be subject to an action for partition at the suit of either Unit Owner.

Section 3.2 ENCROACHMENT INTO THE COMMON ELEMENTS OR LIMITED COMMON ELEMENTS. In the event that any Unit requires reconstruction and/or repair which when completed causes the Unit to be situated on a portion of the Common Elements or Limited Common Elements, such encroachment shall be determined and approved at the time the Owners of both Units determine whether such reconstruction or repair shall be undertaken.

ARTICLE IV
INSURANCE

The Association shall obtain and continue, in effect, insurance coverage on each Unit and all of the Common Elements affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. In addition to the aforesaid insurance coverage, the Association shall obtain public liability insurance in such amounts and with such coverage as may be suitable under the circumstances. Insurance premiums shall be common expenses. The Association shall provide each Unit Owner with a memorandum of the casualty and liability policies.

ARTICLE V
RIGHT OF FIRST REFUSAL ON CONVEYANCE

Section 5.1 NOTICE AND OPTION. Neither Unit Owner shall at any time sell, convey, give away or otherwise transfer his Unit without first complying with the following procedure. No such transfer shall be made or become effective unless the other Unit Owner is given ten (10) business days prior written notice of the terms of any proposed bona fide sale or other transfer as evidenced by a written document of purchase, sale or any transfer, together with the name and address of the proposed transferee. The other Unit Owner shall have the right and option to purchase said Unit on the same terms as evidenced by such written document and shall execute a legally binding contract to purchase said Unit within the next ten (10) business days following the date of receipt of such notice. If the option is not timely exercised as aforesaid, the Owner may thereafter sell, convey or otherwise transfer ownership of such Unit to the proposed transferee named in such notice. Any attempt to sell, convey, give away or transfer the Unit without complying with the provisions of this Article shall be wholly null and void.

Section 5.2 WAIVER OF NOTICE AND OPTION. Either Unit Owner may, at any time, waive their right of first refusal. Such waiver shall be in writing and shall specify with particularity that the Unit Owner executing such waiver does not desire to purchase the other Unit. Such waiver shall be in full force and effect for the period specified therein and shall relieve the selling Unit Owner from complying with the procedures as set forth in Section A hereof.

Section 5.3 APPLICABILITY. The provisions of this Article V shall not be applicable to or binding upon the Declarant, their successors and assigns, but shall be binding and

enforceable subsequent to the initial sale by Declarants of both Units which comprise this condominium and shall thereafter be binding and enforceable on all Owners of Units, their heirs, successors and assigns forever.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1 ENFORCEMENT. Each Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a Waiver of the right to commence suit for partition of the Units and/or the Commons or Limited Common Elements but shall be limited to the provisions contained herein for amending this Declaration.

Section 6.2 MEDIATION. In the event of any disagreement between the Owners regarding the covenants or restrictions herein contained, such dispute or disagreement shall be submitted to a disinterested mediator, agreeable to both parties, for resolution. Fees for mediation will be split equally between Owners.

Section 6.3 SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 6.4 AMENDMENT. This Declaration may be amended at any time by the agreement of the Owners of each Unit. No amendment shall become effective until the certificate setting forth such amendment is signed by the Owners of each Unit, and recorded in the Office of the Register of Deeds in and for Dodge County, Wisconsin.

Section 6.5 NOTICES. All notices and other documents required to be given by this Declaration shall be sufficient if given to one registered Owner of a Unit regardless of the number of Owners who may have an interest therein.

Section 6.6 REGISTERED AGENT FOR SERVICE OF PROCESS. The initial registered agent for service of process shall be Ryan K. Wagner, Managing Member. Change of agent for service of process may be accomplished by a resolution adopted by the Association and upon proper filing of said name with the Register of Deeds for Dodge County, Wisconsin.

Section 6.7 BY-LAWS. The administration of this two-Unit condominium shall be by agreement of the two Unit Owners and except as provided in this Declaration, all expenses and maintenance, repairs or other items which relate to both Units equally shall require the approval of both Unit Owners. The Unit Owners may promulgate rules, regulations or By-Laws not inconsistent with this Declaration or Wisconsin law.

ARTICLE VII
THE CONDOMINIUM PLAT

The Condominium Plat of Sunrise Condominiums which is attached hereto as Exhibit A and made a part hereof by this reference, has already been filed for record in the Office of the Register of Deeds in and for Dodge County, Wisconsin, on August 30, 1983, as document No 660711.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

_____ _____

Ryan K. Wagner Cassandra L. Wagner

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this _____ day of September, 2022, to me personally known and being first sworn, acknowledged that he or she signed the above document for the purposes recited therein.

_____
Notary Public, State of Wisconsin
My Commission: _____

_____
Nan K. Moss
Trustee of the Nan K. Moss Trust

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

On this _____ day of September, 2022, to me personally known and being first sworn, acknowledged that he or she signed the above document for the purposes recited therein.

_____
Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Bank of Deerfield to the undersigned recorded in the office of the Register of Deeds of Dodge County, Wisconsin on January 18, 2019 as Document No. 1271756 does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated this 15th day of September, 2022.

Benjamin Mlsna SVP

By: Benjamin Mlsna
Name: Bank of Deerfield
Its: Senior VP

This document drafted by
and should be returned to:

April K. Splittgerber
NEUBERGER, GRIGGS, SWEET & FROEHLE, LLP
136 Hospital Drive
Watertown, Wisconsin 53098
(920) 261-1630