

1518994

AMENDMENT NO. 1 TO
DECLARATION OF CONDOMINIUM OF
SHERMAN TERRACE CONDOMINIUM HOMES

This Declaration is made under the Wisconsin Unit Ownership Act, Chapter 703 Wisconsin Statutes, by an affirmative vote of more than Sixty-Six and Two-Thirds Percent (66 2/3%) of all votes entitled to be cast by unit owners of Sherman Terrace Condominium Homes.

The Original Declaration of Condominium of Sherman Terrace Condominium Homes recorded in Vol. 736 of Records, Page 159, in the Office of Register of Deeds, for Dane County, Wisconsin located in Madison, Wisconsin, as Document No. 1491299, hereinafter referred to as "Original Declaration", is hereby amended as follows:

1) The owners of Building No. 1 shall have exclusive use of a parcel of land more particularly described in Exhibit A attached hereto, including the exclusive right to control the interior and exterior of any improvements built upon said parcel subject to municipal zoning and easements for water and sewer.

2) Except for the land described in Exhibit A, the owners of Building No. 1 shall have no rights or easements over any part of the land described in the Original Declaration subject to easements for water and sewer.

3) The Condominium Association created by the Original Declaration shall have no responsibility or right to maintain the parcel described in Exhibit A, except for water, sewer, and at the option of the owners of Building No. 1, the providing of fire and extended coverage insurance. The owners of Building No. 1 shall retain their votes in the affairs of the Association, but shall only be required to pay for the following charges, which shall be

apportioned in accordance with the proportion set forth in Exhibit D of the Original Declaration:

- a) Charges for sewer, water and repair of sewer and water service;
- b) Actual cost of operating the Association;
- c) Fire and extended coverage insurance unless the owners of Building No. 1 give notice to the Association at least thirty (30) days prior to the termination of the Association's fire and extended coverage policy, that said owners of Building No. 1 no longer wish to be covered under said policy.

PROVIDED THAT, in the event that the owners of the Commercial Building do not perform the duties and responsibilities which, by the terms of this Amendment, they have undertaken to perform, the Sherman Terrace Association shall have the right to notify in writing, the owners of the Commercial Building and demand that such duties and responsibilities be performed within thirty (30) days of receipt of the written notice. If satisfactory action shall not have been taken by the owners within the thirty (30) day period, the Sherman Terrace Association shall have the right to undertake the performance of those activities itself and to assess the costs of such performance to the owners of the Commercial Building.

Robert Borcharding, President, and William Dallman, Secretary, of Sherman Terrace Condominium Homes, Inc., do hereby certify that a meeting of Sherman Terrace Condominium Homes, Inc., was held on March 26, 1977, and that all unit owners and members were present in person or by proxy, and that the foregoing Amendment to the Declaration of Condominium of Sherman Terrace Condominium Homes, was passed unanimously.

SHERMAN TERRACE CONDOMINIUM HOMES, INC.

By Robert Borcharding
Robert Borcharding, President

By William Dallman
William Dallman, Secretary

Subscribed and sworn to before me this 26th day of March, 1977.

Shelton C. Walden
Notary Public, State of Wisconsin
My Commission is Permanent