

3094746

**CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
05/23/2025 10:19 AM
REC FEE: 30.00
TRANS FEE:
EXEMPT #**

PAGES: 9

****The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter****

**FIRST AMENDMENT TO CONDOMINIUM
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
SITKA HEIGHTS CONDOMINIUM**

Return to:
Ruder Ware, L.L.S.C.
Attn: Crystal Hladilek
130 N. Adams St
Green Bay, WI 54301

9 VS

See below.
PINs:

**THIS FIRST AMENDMENT TO CONDOMINIUM DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR SITKA
HEIGHTS CONDOMINIUM** (this "Amendment") is made as of May 21, 2025 (the
"Effective Date"), by Green Viper Inc., a Wisconsin corporation (the "Declarant"), being the
Declarant of Sitka Heights Condominium, located in Brown County, Wisconsin (the
"Condominium").

RECITALS:

A. Declarant previously submitted certain property located in Brown County, Wisconsin, together with all improvements located thereon, and all easements, rights, and appurtenances pertaining thereto (collectively the "Property") to the condominium form of ownership as provided in the Condominium Ownership Act, Wis. Stats., Chapter 703, pursuant to the recording of a Declaration of Conditions, Covenants, Restrictions and Easement for Sitka Heights Condominium dated July 28, 2021, and recorded on February 3, 2022, with the Brown County Register of Deeds as Document No. 2993848 (the "Declaration"), along with the accompanying condominium plat recorded as Document No. 2993847 (the "Condominium Plat").

B. As a result of the recording of the Declaration and Plat, the current legal description of the Property is as follows:

Units 1 through 22, inclusive, of Sitka Heights Condominium, created by a Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Sitka Heights Condominium dated July 28, 2021, and recorded on February 3, 2022, with the Brown County Register of Deeds as Document No. 2993848, as amended from time to time, and by its condominium plat, and any addenda thereto.

Tax Parcel Nos. 21-8445, 21-8446, 21-8447, 21-8448, 21-8449, 21-8450, 21-8451, 21-8452, 21-8453, 21-8454, 21-8455, 21-8456, 21-8457, 21-8458, 21-8459, 21-8460, 21-8461, 21-8462, 21-8463, 21-8464, 21-8465, and 21-8466.

C. Article XII of the Declaration provides the Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners in the Sitka Heights Condominium Association, Inc. (the "**Association**"); provided that no Unit Owner's consent shall be effective without the consent of the first mortgagee of the Unit owned by such Unit Owner.

D. As of the Effective Date, the Declarant owns greater than two-thirds (2/3) of the total voting interests held by all Unit Owners in the Association and there are no mortgages against any of the Units owned by the Declarant.

E. By execution of the Consent of Declarant at the end of this Amendment, the Declarant provides its written consent to the amendments to the Declaration set forth below.

NOW, THEREFORE, as a result of the written consent provided by the Declarant to the amendments to the Declaration set forth below, the Association hereby amends the Declaration as follows:

1. **TERMINOLOGY.** Unless defined herein, capitalized terms shall have the meaning given thereto in the Declaration.

2. **DESCRIPTION OF UNITS.** Article III of the Declaration, titled "*Description of Units*," is hereby deleted in its entirety and replaced with the following:

ARTICLE III DESCRIPTION OF UNITS

3.1 Identification of Units. The Condominium shall consist of twenty-two (22) units (individually, a "Unit" and, collectively, the "Units") identified on the Condominium Plat, together with the Common Elements as described in Article IV. The Units shall be identified as Units one (1) through twenty-two (22), inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.2 Boundaries of Units. Each Unit shall consist of a cubicle of air whose perimetrical boundaries shall be as set forth for such Unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and forty (40) feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and forty (40) feet above the surface of the ground, extended to the perimetrical boundaries. For so long as Declarant owns any Units of the Condominium, Declarant reserves the right to change

the size and location of such Declarant owned Units to achieve the best development of the Property, in the discretion of the Declarant.

3.3 Rights of Unit Owners to Construct. Subject to the architectural standards, the use restrictions, and the maintenance, repair, and replacement obligations contained herein, each Unit Owner shall have an exclusive right to construct, use, maintain, remove, and replace surface and sub-surface improvements within the boundaries of his Unit, including but not limited to, buildings, structures, access driveways, walkways, foundations, pilings, and basement for the use and enjoyment of such Unit Owner in accordance with this Declaration.

3.4 Description of Units. Unless otherwise provided herein, each Unit shall include all improvements now or hereafter located within the boundaries of such Unit, and such improvements located outside of the boundaries of such Unit but solely serving the improvements within the boundaries of the Unit to which they are appurtenant, including but not limited to:

(a) Piping, valves and other connecting and controlling mechanisms and devices lying between the fixtures of the Unit and water or sewage lines serving more than one (1) Unit; and

(b) Telephone, internet, and electrical wiring, junction boxes and other connecting and controlling mechanisms and devices lying between the Unit and the telephone, internet, or electrical wiring serving more than one (1) Unit.

3. COMMON ELEMENTS. Section 4.1 of the Declaration, titled "*Common Elements*," is hereby deleted in its entirety and replaced with the following:

4.1 Common Elements. The common elements (the "Common Elements") include the following:

(a) That part of the Land located outside of the boundaries of the Units as described above;

(b) Those parts of the sanitary sewer and water systems serving the Property that are not owned by the City of Green Bay, and which serve more than one (1) Unit;

(c) The components of the storm water detention system, if any, situated on the Land that are not owned by the City of Green Bay, and the components of the storm sewer system servicing the Property that are not owned by the City of Green Bay, even if located within the boundaries of a Unit;

(d) Mailbox islands, if any; and

(e) Any other improvements to the Land that are not part of a Unit as described above.

4. **LIMITED COMMON ELEMENTS.** Section 4.2 of the Declaration, titled “*Limited Common Elements*,” is hereby deleted in its entirety and replaced with the following:

4.2 Limited Common Elements. Certain Common Elements as described in this Section and/or as identified on the Condominium Plat shall be reserved for the exclusive use of the Unit Owners of one (1) or more but less than all of the Units. Such Common Elements shall be referred to collectively as “Limited Common Elements.” The mailboxes designated and reserved for each Unit, and the driveways and walkways, if any, appurtenant to each Unit and providing access to the Unit from the public road adjacent to such Unit shall constitute Limited Common Elements reserved for the exclusive use of the Unit Owners of the Units served thereby.

5. **UNITS WITH A SHARED PARTY WALL.** Section 4.4 of the Declaration, titled “*Units with a Shared Party Wall*,” is hereby deleted in its entirety and replaced with the following:

4.4 Units with a Shared Party Wall. Each wall built as a part of the original construction of the residential improvements to the Units and placed on the dividing line between two (2) adjacent Units shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The Unit Owners of the two (2) adjacent Units that share a party wall shall both have the equal right to use such party wall in a reasonable manner, provided such use by one (1) Unit Owner does not interfere with the use and enjoyment of the other Unit Owner. In the event a party wall is damaged or destroyed (including deterioration from ordinary wear and tear and lapse of time) it shall be the obligation of the Unit Owners that share the party wall to rebuild and repair the party wall. Notwithstanding the foregoing, if such damage or destruction is caused by the intentional or negligent act or omission of a Unit Owner (or such Unit Owner’s agents, guests, or members of their family), such Unit Owner shall be responsible for all costs to repair or replace such damage or destruction.

6. **MAINTENANCE AND REPAIRS.** Section 6.3 of the Declaration, titled “*Maintenance and Repairs*,” is hereby deleted in its entirety and replaced with the following:

6.3 Maintenance, Repair, and/or Replacement.

(a) **By Association.**

- (i) Common Elements (Including Limited Common Elements). The Association shall be responsible for the management and control of the Common Elements (including the Limited Common Elements) and shall maintain, repair, and replace the same so as to keep them in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. The Association’s responsibilities with respect to the Common Elements shall include but shall not be

limited to removing snow and ice from all Common Element sidewalks and driveways, and to maintaining all Common Element lawns and landscaping.

- (ii) Select Components of Building Improvements within Boundaries of Units. The Association shall be responsible for the management and control of certain components of the building improvements located within the boundaries of each Unit and shall maintain, repair, and replace the same so as to keep them in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. The components of the building improvements located within the boundaries of each Unit for which the Association shall be responsible shall include the following: roof shingles and metal roof panels (including flashing, fasteners, and ridge caps), exterior wall surface coverings (including vinyl siding, fiber cement, brick or brick veneer, wood or wood products, and stone or rock), installation and trim components of the exterior wall surface covering, exterior fascia covering, soffit, gutters, and downspouts. The Association shall not be responsible for any other components of the building improvements located within the boundaries of each Unit, including but not limited to the roof deck, roof underlayment, vents, skylights, roof snow guards, wall underlayment, wall weather barrier, backboard, exterior windows, exterior doors, and garage doors (including all opening and closing mechanisms and electric garage door openers).
- (iii) Snow and Ice Removal within Boundaries of Units. The Association shall be responsible for the removal of snow and ice from the sidewalks, walkways, driveways, and front stoops located within the boundaries of each Unit. The Association shall not, however, be responsible for any other maintenance, or any repair or replacement of, the sidewalks, walkways, driveways, and front stoops located within the boundaries of each Unit, all of which shall be the responsibility of the Unit Owner of the Unit within which such sidewalks, walkways, driveways, and front stoops are located.
- (iv) Landscaping and Lawn Care within Boundaries of Units. The Association shall be responsible for the management and control of all lawns and landscaping located within the boundaries of each Unit and shall maintain, repair, and replace the same so as to keep them in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. The Association's responsibilities with respect to the lawns and landscaping located

within the boundaries of each Unit shall include but shall not be limited to mowing, trimming, thatching, aerating, fertilizing, weed control, seeding, planting, and removal of diseased, dead, or dying trees and shrubs. The Association's responsibilities with respect to the lawns and landscaping located within the boundaries of each Unit shall not include any hardscaping or hardscape installation (such as patios, retaining walls, and pathways).

(b) **By Unit Owner.** Except for those responsibilities delegated to the Association in the foregoing Section 6.3(a), each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the boundaries of, or otherwise constituting a part of, the Unit owned by such Unit Owner, except to the extent any repair or replacement cost is paid by the Association's insurance policy described in Section 8.1. Each Unit and all improvements constructed therein or constituting a part thereof, shall at all times be kept in good condition and repair. If any Unit or any portion or component of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, then the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 6.6.

(c) **Damage Caused by Unit Owners,** To the extent (i) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Elements or a Unit or any improvements to or components thereof is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or a Unit or any improvements to or components thereof is required as a result of an alteration or modification made by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration or modification (regardless of whether the alteration or modification was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or a Unit or any improvements to or components thereof following any alteration or modification of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration or modification, then the Unit Owner that committed the act or omission or that caused the alteration or modification, or the Unit Owner of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee that committed the act or omission or that caused the alteration or modification, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7. **RATIFICATION.** All terms and conditions of the Declaration, as amended by this Amendment, are hereby ratified and affirmed.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

ASSOCIATION:

SITKA HEIGHTS CONDOMINIUM ASSOCIATION, INC.

By: Karen Young
Karen Young, President

By: Phillip Kolarik
Phillip Kolarik, Secretary

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

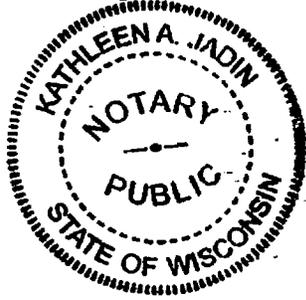
Personally came before me on May 21, 2025, the above-named Karen Young, who represented to me that she is the President of **Sitka Heights Condominium Association, Inc.**, and to me known to be the person who executed the foregoing document and acknowledged the same.



Kathleen Jadin
Name: Kathleen Jadin
Notary Public, State of Wisconsin
My Commission: 2-7-28

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me on May 21, 2025, the above-named Phillip Kolarik, who represented to me that he is the Secretary of **Sitka Heights Condominium Association, Inc.**, and to me known to be the person who executed the foregoing document and acknowledged the same.



Kathleen Jadin
Name: Kathleen Jadin
Notary Public, State of Wisconsin
My Commission: 2-7-28

