

Mississippi Mountain Condo Association

January 25, 2021

Dear Unit Owners,

This letter is to inform you of the MMCA Declaration changes to the use of "Short Term rentals," (the amended copy is accompanied with this letter). The Association met the proper voting requirements to change/amend this portion of the Declaration. The votes were finalized in late of 2020 and documented with the County in January, 2021.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Bradley A. Schneider", with a long horizontal line extending to the right.

Bradley A. Schneider

President

THIRD AMENDMENT TO
CONDOMINIUM DECLARATION

GRANT COUNTY, WI
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MISSISSIPPI MOUNTAIN, A CONDOMINIUM

Record this document with the Register of
Deeds

Name and Return Address:

Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202

(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

The Declaration of Condominium for Mississippi Mountain, A Condominium, the affected real property being described on Exhibit A attached hereto, was recorded in the Office of the Register of Deeds for Grant County, Wisconsin, on August 14, 2006, as Document No. 691084, as amended by the First Amendment to Declaration on August 23, 2010 as Document No. 728524, and as further amended by the Second Amendment to Declaration on August 7, 2017 as Document No. 788269 (the "Declaration"); and

WHEREAS, Mississippi Mountain Condominium Association, Inc. (the "Association"), pursuant to the rights reserved in Article XIII of the Declaration, and desires to amend the Declaration to clarify that short term rentals are strictly prohibited, among other related changes;

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

The first sentence of Section 8.02 is hereby amended by inserting the underlined language to read as follows:

8.02. Use and Restrictions on Use of Unit. Each Unit shall be used for recreational, residential, and/or rental purposes (but only for those rentals that are specifically allowed per Section 8.06 below) and for no other purpose unless otherwise authorized by the Association prior to the commencement of such use.

Section 8.06 is hereby amended by adding and inserting the underlined language to the end of the Section to read as follows:

(d) Only long term rentals—month to month or longer—are allowed. Short term rentals, including rental-by-owner/an entity run by the Unit Owner and those using services such as Air Bnb and VRBO, etc., are strictly prohibited. Should a Unit Owner advertise a Unit as being available for short term rental, such advertising will be considered a violation of this provision.

Article XIV shall be amended by deleting the ~~strikeout~~ language and adding the underlined language to read as follows:

The Association shall have the sole right to enforce the provisions hereof of the Declaration, Bylaws, and Rules and Regulations (the "Condominium Documents") or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of ~~this Declaration~~ the Condominium Documents, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Town of Bloomington or the County of Grant to enforce any

zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30) day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of ~~this Declaration~~ the Condominium Documents, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, ~~this Declaration~~ the Condominium Documents. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of ~~this Declaration~~ the Condominium Documents, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations, as well as the actual attorney's fees and costs incurred by the Association in enforcing the Condominium Documents.

This Third Amendment to the Declaration complies with the requirements of the Declaration at Article XIII and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of at least two-thirds (2/3) of the Unit owners, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units, as required by the statutes.

IN WITNESS WHEREOF, the Association has executed this Third Amendment to the Declaration this 14 day of Jan, ~~2020~~ 2024

MISSISSIPPI MOUNTAIN CONDOMINIUM
ASSOCIATION, INC., a Wisconsin Non-Stock
Corporation,

By: Bradley Schneider
President

STATE OF WISCONSIN)
COUNTY OF Grant) ss.

This document was acknowledged before me by 1-14-2024, as President of the Mississippi Mountain Condominium Association, Ltd. on this 14 day of Jan, 2024.

Melissa A. Wagner
Notary Public, State of Wisconsin
My Commission: March 11, 2023

Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 E. Wells Street, Suite 1900
Milwaukee, WI 53202



EXHIBIT A

LEGAL DESCRIPTION

Units 1 through 16 (inclusive) and Units 22 through 76 (inclusive) of Mississippi Mountain Condominium declared and existing under and by virtue of the Condominium Owners Act of the State of Wisconsin by a Declaration of Mississippi Mountain, a Condominium, dated August 11, 2006 and recorded August 14, 2006, at the Office of the Grant County Register of Deeds in Volume 1109, Page 961 as Document No. 691084, as amended.

EXHIBIT

UNIT AND TAX PARCEL NUMBER
 MISSISSIPPI MOUNTAIN, A CONDOMINIUM

Unit	Tax Parcel #
1	004-00812-0000
2	004-00813-0000
3	004-00814-0000
4	004-00815-0000
5	004-00816-0000
6	004-00817-0000
7	004-00818-0000
8	004-00819-0000
9	004-00820-0000
10	004-00821-0000
11	004-00822-0000
12	004-00823-0000
13	004-00824-0000
14	004-00825-0000
15	004-00826-0000
16	004-00827-0000
22	004-00831-0000
23	004-00834-0000
24	004-00835-0000
25	004-00836-0000
26	004-00837-0000
27	004-00838-0000
28	004-00839-0000
29	004-00840-0000
30	004-00841-0000
31	004-00842-0000
32	004-00843-0000
33	004-00844-0000
34	004-00845-0000
35	004-00846-0000
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37	004-00848-0000
38	004-00849-0000
39	004-00850-0000
40	004-00851-0000
41	004-00852-0000
42	004-00853-0000

Unit	Tax Parcel #
43	004-00854-0000
44	004-00855-0000
45	004-00856-0000
46	004-00857-0000
47	004-00858-0000
48	004-00859-0000
49	004-00860-0000
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76	004-00887-0000