

**FIFTH AMENDMENT TO  
RESTATED DECLARATION OF  
TIME-SHARE CONDOMINIUM**

Document Number

Document Title

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SAUK COUNTY REGISTER OF DEEDS

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**THIS FIFTH AMENDMENT TO  
RESTATED DECLARATION OF TIME-SHARE  
CONDOMINIUM** (this "Fifth Amendment") is made  
as of the 13<sup>th</sup> day of October 2024 (the "Effective  
Date") by the Villas at Christmas Mountain Association,  
U.A. (the "Association") pursuant to the unanimous  
approval and consent by the Board of Directors of the  
Association and the affirmative vote of the majority of  
the owners of unit weeks of the Association (the  
"Owners").

**RECITALS:**

**Recording Area**

**Name and Return Address**

Matthew Dombroski  
Quarles & Brady LLP  
33 East Main Street, Suite 900  
Madison, WI 53703-3095

See Exhibit A

Parcel Identification Number (PIN)

A. WHEREAS, a Restated Declaration of Time-Share Condominium for The Villas at Christmas Mountain was executed August 30, 1988 and recorded with the Sauk County Registers Office on September 9, 1988, as Document #515569; and as amended by that certain First Amendment to Restated Declaration of Time-Share Condominium dated February 2, 1990 and recorded with the Sauk County Registers Office on February 22, 1990 in Vol. 002 no Pages 560-562, as Document #534730; and as amended by that certain Second Amendment to Restated Declaration of Time-Share Condominium dated August 15, 1990 and recorded with the Sauk County Registers on September 4, 1990 in Vol 082, on Page 677, as Document #541691; and as amended by that certain Third Amendment to Restated Declaration of Time-Share Condominium dated as of March 8, 1996, and recorded with the Sauk County Registers on January 28, 1997 in Vol. 003 on Pages 576-584, as Document #649273; and as amended by that certain Eleventh Amendment to Restated Declaration of Time-Share Condominium (which was erroneously titled and should be titled 'Fourth Amendment') dated effective April 7, 2001 and recorded with the Sauk County Registers on July 6, 2004 as Document #842609; (the Restated Declaration as amended by the foregoing Amendments, are hereinafter collectively referred to as, the "Declaration");

B. WHEREAS, the Association now desires to enter into this Fifth Amendment to modify the Declaration as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association declares as follows:

1. Amendment. Paragraph B of Article XIX is hereby amended and restated in its entirety to read as follows:

“B. Without limiting the rights of the Owners as set forth in the preceding paragraph A, the Time Sharing Plan shall continue unless and until such time as at least eighty percent (80%) of all voting members who are the Owners of Units, represented at a meeting at which a quorum is present vote to terminate the said plan. If the said plan is so terminated, then the Board of Directors of the Association shall take the necessary steps to discontinue the Time Sharing Plan, at which time the Board of Directors of the Association and each Owner of a Unit Week in a Unit Committed to the Time Sharing Plan shall have the right to take such act as is permitted by this Declaration and laws of the State of Wisconsin. This shall include, but not be limited to, filing suit in a court of competent jurisdiction in Sauk County, Wisconsin for partition of the Units, if permitted by applicable law. In the event the Owners do not vote to terminate the said Plan as provided above, then each Owner shall have the exclusive right to occupy his Unit; and, as between Owners, to use and enjoy the Common Elements of the Condominium and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed; and to authorize others so to do, together with the nonexclusive right in common with all other Owners, but only when acting through the Association, to maintain and repair the Units during maintenance weeks). No Owner shall occupy his Unit, or exercise any other rights of Ownership with respect to his Unit other than the rights herein provided to him, during any other Unit Weeks, unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Unit and all furnishings in good condition and repair during his Unit Weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in Rules and Regulations promulgated by the Association.

Subject to the laws of the State of Wisconsin, no Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition prior to termination of the Time Sharing Plan as provided herein. If, however, any Unit Weeks shall be owned by two or more persons as tenants in common or as joint tenants, nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.”

2. No Other Modifications. Except as set forth herein, the Declaration shall be unmodified and shall remain in full force and effect.

3. Governing Law. This Fifth Amendment shall be interpreted and construed according to the laws of the State of Wisconsin.

4. Binding Effect. All of the terms of this Fifth Amendment shall be binding upon and inure to the benefit and be enforceable by the Association and their respective successors and assigns.

5. Capitalized Terms. Unless otherwise defined in this Fifth Amendment, any capitalized term shall be deemed to have the meaning set forth in the Declaration.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Association has executed this Fifth Amendment as of the date set forth above.

**Association:**

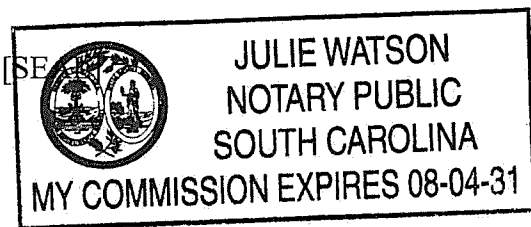
**VILLAS AT CHRISTMAS MOUNTAIN  
ASSOCIATION U.A.**

By: [Signature]  
Name: Andrew Graziano  
Title: Secretary/Treasurer

STATE OF SOUTH CAROLINA    )  
  ) ss.  
COUNTY OF HORRY            )

Personally came before me this 13th day of March 2025, the above-named Andrew Graziano, known by me to be the Secretary/Treasurer of Villas at Christmas Mountain Association, U.A., and known by me to be the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged the same.

[Signature]  
Print Name: JULIE WATSON  
Notary Public, State of South Carolina  
My Commission expires: 08/04/2031



[Signature page of Association-Fifth Amendment to Restated  
Declaration of Time-Share Condominium]

**EXHIBIT A****DESCRIPTION OF  
THE VILLAS AT CHRISTMAS MOUNTAIN CONDOMINIUM**

<b>Address</b>	<b>Tax PIN #</b>	<b>Unit</b>	<b>Legal Description</b>
E9100 Holly Circle	006-0989-91300	1	The Villas at Christmas Mountain Condominium
	006-0989-91400	2	
	006-0989-91500	3	
	006-0989-91600	4	
	006-0989-91700	5	
	006-0989-91800	6	
	006-0989-91900	7	
	006-0989-92000	8	
	006-0989-92100	9	
	006-0989-92200	10	
E9098 Holly Circle	006-0989-92300	11	The Villas at Christmas Mountain Condominium (Phase II)
	006-0989-92400	12	
	006-0989-92500	13	
	006-0989-92600	14	
	006-0989-92700	15	
	006-0989-92800	16	
	006-0989-92900	17	
	006-0989-93000	18	
	006-0989-93100	19	
	006-0989-93200	20	
S981 Christmas Mountain Road	006-0989-93300	21	The Villas at Christmas Mountain Condominium (Phase III)
	006-0989-93400	22	
	006-0989-93500	23	
	006-0989-93600	24	
	006-0989-93700	25	
	006-0989-93800	26	
	006-0989-93900	27	
	006-0989-94000	28	
	006-0989-94100	29	
	006-0989-94200	30	
	006-0989-94300	31	
S969 Christmas Mountain Road	006-0989-94400	32	The Villas at Christmas Mountain Condominium (Phase IV)
	006-0989-94500	33	
	006-0989-94600	34	
	006-0989-94700	35	

	006-0989-94800	36	
	006-0989-94900	37	
	006-0989-95000	38	
	006-0989-95100	39	
	006-0989-95200	40	
	006-0989-95300	41	
	006-0989-95400	42	
	006-0989-95500	43	
	006-0989-95600	44	
	006-0989-95700	45	
S992 Christmas Mountain Road	006-0887-00100	201	The Villas at Christmas Mountain Condominium – 2 <sup>nd</sup> Replat Phase V – The Cabins
	006-0887-00200	202	
	006-0887-00300	203	
	006-0887-00400	204	
	006-0887-00500	205	
	006-0887-00600	206	
	006-0887-00700	207	
	006-0887-00800	208	
	006-0887-00900	209	
	006-0887-01000	210	
	006-0887-01100	211	
	006-0887-01200	212	
	006-0887-01300	213	
	006-0887-01400	214	
	006-0887-01500	215	
	006-0887-01600	216	
	006-0887-01700	217	
	006-0887-01800	218	
	006-0887-01900	219	
	006-0887-02000	220	
	006-0887-02100	221	
	006-0887-02200	222	
	006-0887-02300	223	
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	006-0887-02600	226	
	006-0887-02700	227	
	006-0887-02800	228	
	006-0887-02900	229	
	006-0887-03000	230	
	006-0887-03100	231	
	006-0887-03200	232	
	006-0887-03300	233	
	006-0887-03400	234	
	006-0887-03500	235	
	006-0887-03600	236	

	006-0887-03700	237	
S809 Christmas Mountain Road	006-0989-95800	46	The Villas at Christmas Mountain Condominium Phase VI – The Oaks
	006-0989-95900	47	
	006-0989-96000	48	
	006-0989-96100	49	
	006-0989-96200	50	
	006-0989-96300	51	
	006-0989-96400	52	
	006-0989-96500	53	
	006-0989-96600	54	
	006-0989-96700	55	
	006-0989-96800	56	