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OUTAGAMIE COUNTY RECEIVED
FOR RECORD SEPTEMBER 18th
1995 AT 2:00 P.M.

AMENDMENT TO DECLARATION OF CONDOMINIUM

Grace Herb
Register of
Deeds

PARKSIDE CONDOMINIUM SOUTH

n/k/a PARKSIDE COURT CONDOMINIUMS SOUTH

16/293

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22.00

This is an Amendment to the Parkside Condominium South Declaration Of Condominium. This Amendment is executed by Parkside Development Partnership, David Roepke a/k/a David R. Roepke, Fox Cities Bank FSB f/k/a Twin Cities Savings and Loan Association, and Norwest Mortgage, Inc.

Parkside Development Partnership and David Roepke a/k/a David R. Roepke are owners of all of the land and units constituting Parkside Condominium South (the "subject condominium").

Parkside Development Partnership is a Wisconsin general partnership, the partners of which are Shelter Design Group, Ltd., Pfefferle Investments, Inc. and Jon A. Kester.

Fox Cities Bank FSB f/k/a Twin Cities Savings and Loan Association and Norwest Mortgage, Inc. are mortgagees which hold mortgages securing some or all of the units and real estate constituting Parkside Condominium South.

Purpose Of Amendment

The purpose of this Amendment is to amend the original Parkside Condominium South Declaration Of Condominium which was recorded in the Outagamie County Register of Deeds office on the 28th day of July, 1994, as Document No. 1130912 (the "original Declaration"). This Amendment amends two provisions of the original Parkside Condominium South Declaration Of Condominium. The Amendments are:

1. **Name:** The name of the subject condominium as used in the original Declaration Of Condominium was Parkside Condominium South. The name of the subject condominium used on the Plat Of Condominium was Parkside Court Condominiums South. In order to bring the name of the subject condominium as used on the recorded Plat into conformance with the name of the subject condominium as used in the Declaration Of Condominium, the original Parkside Condominium South Declaration Of Condominium is amended by this document to designation the name of the subject condominium to be Parkside Court Condominiums South;
2. **Condominium Association Board Of Directors:** The original Declarations provided in paragraph D. on page 3. for an Association Board Of Directors, for which the Declarant retained the right to appoint the majority of members until the latter of ten years from the first conveyance of a unit or thirty days after 75% of the total units had been conveyed by the Declarant. This Amendment changes that provision to provide that the Declarant shall relinquish the right to appoint a majority of the members of the Association Board Of Directors on the earlier of ten years from the date of the first conveyance of a unit or thirty days after 75% of the total units had been conveyed.

The original Declarations also provided that upon the Declarant's relinquishment of the right to appoint a majority of the members of the Association Board of Directors, the Board would consist of three (3) members. This Amendment changes that provision to provide that after the relinquishment of the Declarant's right to appoint the majority of the Association Board of Directors, the Board shall consist of four (4) members.

Amendment

1. **Name:** The original Parkside Condominium South Declaration Of Condominium recorded on July 28, 1994, as Document No. 1130912, is hereby amended to change the name of the subject condominium from Parkside Condominium South to Parkside Court Condominiums South.
2. **Condominium Association Board Of Directors:** Paragraph D. on page 3. of the original Parkside Condominium South Declaration Of Condominium is hereby deleted in its entirety, and the following is substituted in its place:
 - D. **Board Of Directors:** The affairs of the Association and operation of the condominium shall be governed by the Board of Directors. Initially, the Board of Directors shall consist of three persons chosen by the Declarant.

When twenty-five percent (25%) of the total units have been conveyed by the Declarant, the Association shall hold a meeting and unit owners other than the Declarant shall elect an additional member of the Board of Directors. The other three Board members shall continue to be appointed by the Declarant. When fifty percent (50%) of the total units are conveyed by the Declarant, the Association shall hold a meeting and unit owners other than the Declarant shall elect one more additional member of the Board of Directors, so that unit owners other than Declarant shall have elected a total of two members of the Board of Directors. The other three Board members shall continue to be appointed by the Declarant. The Board of directors, thereafter, shall consist of five (5) members. On the earlier of ten (10) years from the first conveyance of a unit by Declarant, or thirty (30) days after seventy-five percent (75%) of the total units have been conveyed by the Declarant, the three members of the Board of Directors appointed by the Declarant shall resign, and a meeting of all unit owners, including the Declarant, if it continues to own units, shall be held to reconstitute the Board of Directors. The Board of Directors shall, thereafter, consist of four (4) Board members, the first panel of which shall be elected at the meeting to reconstitute the Board of Directors. Declarant reserves the right to relinquish the power to appoint members of the Board of Directors at any time.


Reaffirmation Of Declaration

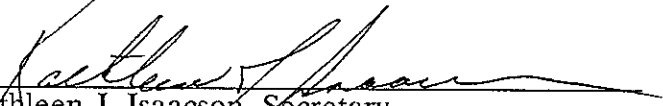
Except as modified herein, the original Parkside Condominium South Declaration Of Condominium is hereby affirmed and confirmed in all respects.

IN WITNESS WHEREOF, Shelter Design Group, Ltd. and Pfefferle Investments, Inc., have caused these presence to be signed as general partners of Parkside Development Partnership, a general partnership. Shelter Design Group, Ltd. and Pfefferle Investments, Inc. hereby certify by the signatures of their respective Presidents and Secretaries that these persons are authorized to execute this document on behalf of said corporations. David Roepke a/k/a David R. Roepke has caused this document to be signed as an owner of Unit 208 of Parkside Condominium South, and Fox Cities Bank f/k/a Twin Cities Savings and Loan Association and Norwest Mortgage, Inc. have caused these presence to be executed in their capacities as mortgagees. Fox Cities Bank FSB f/k/a Twin Cities Savings and Loan Association and Norwest Mortgage, Inc. each certify that by the signature of its officers and/or other authorized persons that these persons are authorized to execute this document on behalf of Fox Cities Bank FSB f/k/s Twin Cities Savings and Loan Association and Norwest Mortgage, Inc., respectively.

Dated this 15th day of Sept, 1995.

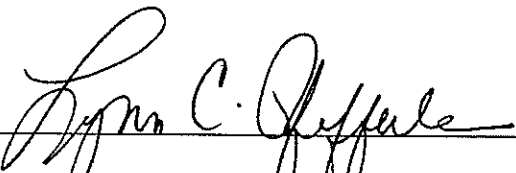
SHELTER DESIGN GROUP, LTD.
a Parkside Development Partner

By: 
Franklin K. Isaacson, President

By: 
Kathleen J. Isaacson, Secretary

STATE OF WISCONSIN)
)ss
OUTAGAMIE COUNTY)

Personally came before me this 15th day of Sept, 1995, the above-named Franklin K. Isaacson, President of Shelter Design Group, Ltd., and Kathleen J. Isaacson, Secretary of Shelter Design Group, Ltd., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such Officers of said corporation by its authority.


Notary Public, Outagamie County, Wisconsin
My Commission Expires 2.21.99

Dated this 15th day of September, 19 95.

PFEFFERLE INVESTMENTS INC.
a Parkside Development Partner

By: [Signature]
John Pfefferle, President

By: [Signature]
Lynn Pfefferle, Secretary

STATE OF WISCONSIN)
)ss
OUTAGAMIE COUNTY)

Personally came before me this 15th day of Sept, 1995, the above-named John Pfefferle, President of Pfefferle Investments, Inc., and Lynn Pfefferle, Secretary of Pfefferle Investments, Inc., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such Officers of said corporation by its authority.



[Signature]

Notary Public, Outagamie County, Wisconsin
My Commission _____
RACHEL M. BROOKER
Notary Public State of Wisconsin
My Commission Expires Jan. 26, 1997

Dated this 14th day of Sept, 19 95.

By: [Signature]
Jon A. Kester
a Parkside Development Partner

STATE OF WISCONSIN)
)ss
OUTAGAMIE COUNTY)

Personally came before me this 14th day of Sept, 1995, the above-named Jon

A. Kester to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lynn C. Pfeiffer
Notary Public, Outagamie County, Wisconsin
My Commission Expired 2.21.95

Dated this 6th day of September, 1995.

David Roepke
David Roepke a/k/a David R. Roepke

STATE OF WISCONSIN)
)ss
OUTAGAMIE COUNTY)

Personally came before me this 6th day of September, 1995, the above-named David Roepke a/k/a David R. Roepke to me known to be the person who executed the foregoing instrument and acknowledged the same.

James W. Snyder
James W. Snyder
Notary Public, Outagamie County, Wisconsin
My Commission is permanent

Dated this 12th day of Sept, 1995.

FOX CITIES BANK
f/k/a Twin Cities Savings and Loan Association

By: David P. Hermanson

By: Michael D. Harold

STATE OF WISCONSIN)
)ss
OUTAGAMIE COUNTY)

Personally came before me this 12th day of Sept, 1995, the above-named HAROLD NEUMANNSEN and MICHAEL MARCI to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice President and V. Pres - Marketing of said Fox Cities Bank FSB f/k/a Twin Cities Saving and Loan Association, and acknowledged that they executed the foregoing instrument as such Officers of said corporation by its authority.

Lynn C. Gifford
Notary Public, Outagamie County, Wisconsin
My Commission Expires 2-21-99

Dated this 18th day of September, 1995.

NORWEST MORTGAGE, INC.

By: Jane Gretzinger
Jane Gretzinger, Branch Sales Manager

STATE OF Wisconsin)
)ss
OUTAGAMIE County)

Personally came before me this 18th day of September, 1995, the above-named Jane Gretzinger to me known to be the persons who executed the foregoing instrument, and to me known to be the Branch Sales Manager of said Norwest Mortgage, Inc., and acknowledged that she executed the foregoing instrument as such Officer of said corporation by its authority.

Marianne H. Deblouse
Notary Public, Outagamie County
My Commission Expires 9/29/96

*This document was drafted by
Attorney Thomas J. Janssen
Appleton, Wisconsin, 54911*

Return to -

John Pfefferle
Pfefferle Investments
100 W Lawrence Street
Appleton WI 54911