

**PARKSIDE CONDOMINIUM SOUTH**  
**DECLARATION OF CONDOMINIUM**

OUTAGAMIE  
Document # 1130912

OUTAGAMIE COUNTY  
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*PARKSIDE CONDOMINIUM SOUTH*

*DECLARATION OF CONDOMINIUM*

Parkside Development Partnership is the "Declarant" making these Declarations. Parkside Development Partnership is a general partnership, the partners of which are Shelter Design Group, Ltd., a Wisconsin corporation, 901 S. Lawe Street, Appleton, Wisconsin, 54915, Pfefferle Investments, Inc., a Wisconsin corporation, 100 W. Lawrence Street, Appleton, Wisconsin, 54911, and Jon A. Kester, 711 E. South River Street, Appleton, Wisconsin, 54915. The Declarant makes the following Declarations:

*Purpose Of Declaration*

The purpose of this Declaration is to submit the land described below to the Wisconsin Condominium Ownership Act as required by Chapter 703 of the Wisconsin Statutes.

*Name And Address*

The name by which this condominium is to be identified is Parkside Condominium South. Parkside Condominium South consists of four units identified as 200, 202, 208 and 210 Parkside Court, Kimberly, Wisconsin, 54136.

*Description Of Land*

The land which the Declarant hereby submits to this Declaration under the terms of the Wisconsin Condominium Ownership Act has the following legal description:

*Lot 1, Parkside Subdivision, Village of Kimberly, Outagamie County, Wisconsin.*

The above-described real estate is in the land initially subject to the Act.

*Description Of Units*

The condominium consists of two residential buildings each of which consists of two (2) residential dwelling units, together with attached garages. Units 200 and 208 each have a one-car attached garage. Units 202 and 210 each have a two-car attached garage.

The perimeters of each unit are the inside surfaces of all walls, the floor and ceiling, each before finishing. All windows, window frames and doors, including all glass in all windows and doors, shall be considered a part of the unit.

*Description Of Commons Areas And Limited Common Areas*

The common areas include the land, foundations, beams, supports, walls and roofs, and landscaping and other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use. With the exception of those portions of the common areas which are limited below, each unit has access and use of all of the common areas.

Limited common areas are portions of the common areas reserved for the exclusive use of a particular unit and include the portions of the adjacent driveways and adjacent public sidewalk, and other portions of the common areas which in normal use are for the exclusive use of one or more but less than all of the units as are indicated on the attached Condominium Plat and Floor Plan Map. Limited common areas include, but are not limited to, driveways, public sidewalks, and pedestrian sidewalks from the driveway to the front door.

Driveways in front of the unit owners garage unit, sidewalk areas between the driveway and the front door of all units and the public sidewalk in front of the individual condominium unit shall be maintained by the unit owner as it relates to snow and ice removal. The Condominium Owner's Association shall be responsible and attend to the maintenance of all landscaping including the lawn areas, foliage and weed control and the replacement or reconstruction of any portion of the limited common area consisting of the driveways, sidewalks from the driveway to the front door, and the public sidewalk in front of each unit.

*Percentage Interest And Number Of Votes*

Each unit owner shall have a 25% percentage interest in the common elements, common expenses and common surpluses.

Each unit shall be entitled to one vote at meetings of the Owner's Association. The By-Laws of the Association may make appropriate provisions for the method of voting and proxies in the case of a unit being owned by more than one person.

*Purpose Of Units*

Each of the units is intended to be used and is restricted to residential purposes only. The Rules and Regulations found in this Declaration, in the By-Laws, and in the Administrative Rules are intended for the protection and benefit of all. The aesthetic consideration involved in this condominium are, likewise, for the benefit of maintaining the pleasant lifestyle at the condominium. Therefore, it is necessary that no alterations of any kind of the exterior portions of the units or buildings, including garages, be made without the express permission of all the other unit owners. Likewise, it is understood that the equipment and other articles of day-to-day life are to be stored out of sight when not in use. These and other small details add up to provide consistently pleasing surroundings for those who live in and visit the condominium. Units may be rented out by unit owners only with written approval of the Board of Directors of the Owner's Association, which approval shall not be unreasonably withheld. The Declarant reserves the right to rent units until

all units are sold.

*Parkside Condominium South Owner's Association*

- A. **Administration:** The administration of the condominium property shall be governed by an Association in accordance with By-Laws made pursuant to Sections 703.10 and 703.10 and 703.15 of the Wisconsin Statutes.
- B. **Name:** The name of the Association shall be Parkside Condominium South Owner's Association.
- C. **Members:** The members of the Association shall consist of the record owners of the units in the condominium.
- 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 later 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 three (3) 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.

- E. **Interim Administration:** Until the election called for in Section D., or until such earlier time as Declarant chooses, the management and administration of the condominium shall be vested in the Declarant through the members it appoints to the Board of Directors. The Declarant, therefore, shall have, among its powers, the right to adopt By-Laws; to amend same; to provide for the maintenance, repair and replacement of common elements; to collect from unit owners their share of common

expenses; to provide and adopt a budget; to adopt Administrative Rules governing the condominium; to provide insurance against loss or damage to the common elements, and to provide public liability insurance and to insure against other hazards as are usual and customary in the operation of the condominium; and to exercise such other powers and responsibilities of the Association and its Officers as may reasonably be needed for the operation of the condominium property.

*Assessment Against Unit Owners*

The common expenses needed for the operation of the condominium shall be charged to the unit owners in accordance with the percentage of their undivided interest in the common elements and facilities as set forth above, and such amount shall be a lien against the unit in accordance with the provisions of Section 703.16 of the Wisconsin Statutes. Other charges against unit owners will also be liens against a unit as provided for in the By-Laws of the Owner's Association.

*Maintenance*

- A. Except as qualified, the Owner's Association shall be responsible for the maintenance, repair and replacement of the common and limited common areas, except that the owners of the individual units shall have the responsibility to remove snow and ice from the walkways and driveway.
- B. Each unit owner shall maintain, repair and replace, at owner's expense, all portions of the unit. No unit owner shall paint or otherwise decorate or change any portion of the condominium buildings not within the boundaries of his or her unit without the express written permission of all of the other unit owners. In addition, each unit owner shall maintain and repair all doors and windows, including garage doors and patio doors, provided that if it becomes necessary to replace any door or window, the replacement shall be as identical to the original door or window as possible. Each unit owner shall be responsible for pest control within the confines of the owner's unit. All landscaping including lawns and foliage located in limited common areas shall be maintained and/or replaced by the Condominium Owner's Association. Further details on maintenance are included in the By-Laws and Administrative Rules of the Owner's Association.
- C. Maintenance charges which will be assessed by the Owner's Association against each unit may include as a part of that charge an amount to be set aside in a reserve for future repairs and capital expenditures.

*Reconstruction Or Repair Or Sale*

In the event of damage to all or part of the common elements of the condominium, Section 703.18 of the Wisconsin Condominium Ownership Act shall control and, in all events, a seventy-five

percent (75%) vote of the Association shall be determinative as to what actions shall be taken.

*Method Of Amending Declaration*

This Declaration may be amended with the written consent of at least three-fourths (3/4ths) of the unit owners. No unit owner's consent is effective until approved by the mortgagee, if any, of the unit. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. No amendment shall change any unit's appropriate share of the common elements, common expenses, or the voting rights unless all of the owners of the units shall approve thereof.

*Applicability Of Declaration And By-Laws*

The acceptance of a deed or conveyance or entering into occupancy as an owner, tenant or guest of any unit shall constitute an acceptance of the provisions of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto as such documents are amended from time to time. The provisions contained in such instruments, as amended from time to time, shall be covenants running with the land and shall bind any person having an interest or estate in such unit as though such provisions were recited in full in each deed, lease or contract. The enforcement thereof may be by such judicial proceedings as the Board of Directors may deem appropriate in addition to any remedies granted by the Wisconsin Condominium Ownership Act.

*Utility Easement*

Declarant reserves the right to grant, convey, transfer, cancel, relocate, establish and deal with, upon such terms as it may determine, easements in favor of public and private utilities over and upon the common elements and facilities for the purpose of providing, constructing, operating, adding to, repairing, maintaining and removing utility services in and to the units.

*Termination*

- A. All of the unit owners acting jointly may terminate this condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective unless the same complies with the provisions of Section 703.28 of the Wisconsin Statutes and, upon such termination, the property shall be deemed to be owned in common by unit owners. Following termination, the property may be partitioned and sold upon application of a unit holder.
- B. The members of the Board of Directors, acting collectively as agent for all unit owners, shall continue to have such powers as are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.
- C. The termination of a condominium shall not bar the creation of another condominium affecting the same property.

*Other Provisions*

**Transfer Of Declarant's Interest:** The Declarant hereby reserves the right to assign or convey some or all of its rights, duties, powers and obligations to one or more third parties who shall then acquire all the same rights, duties, powers and obligations as set forth in this Declaration as if said third party was the original Declarant of the condominium.

*Resident Agent*

Pfefferle Investments, Inc., John Pfefferle, President, is the initial person to receive service of process, and his place of business is 100 W. Lawrence Street, Appleton, Wisconsin 54911. The person designated to receive service of process may be removed by the Declarant at any time up until its sells seventy-five percent (75%) of the total number of units in this condominium and, thereafter, by a majority vote of the unit owners. In the event of removal, resignation or death of a person designated to receive service of process, the vacancy may be filled by the Declarant until it has sold seventy-five percent (75%) of the total units and, thereafter, by a majority vote of the unit owners. When the Declarant has sold seventy-five percent (75%) of the total units of this condominium, then immediately the person designated for service of process shall be the President of the Owner's Association. Said person shall remain as the person designated for service of process until the Owner's Association meets and decides otherwise.

**IN WITNESS WHEREOF**, the said Shelter Design Group, Ltd., Pfefferle Investments, Inc., and Jon A. Kester 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 President and Secretary of these respective corporations are authorized to execute this document on behalf of said corporations.

Dated this 27<sup>th</sup> day of July, 1994.

SHELTER DESIGN GROUP, LTD.

By: Franklin K. Isaacson  
Franklin K. Isaacson, President

By: Kathleen J. Isaacson  
Kathleen J. Isaacson, Secretary



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.

Judy Baith  
Notary Public, Outagamie County, Wisconsin  
My Commission expires 5/1/98.

STATE OF WISCONSIN )  
  )ss  
OUTAGAMIE COUNTY )

Personally came before me this 27<sup>th</sup> day of July, 1994, the above-named Jon a. Kester to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judy Baith  
Notary Public, Outagamie County, Wisconsin  
My Commission expires 5/1/98.

DRAFTED BY \*  
Return to:  
Atty Thomas JANSEN  
303 S MEMORIAL DR  
APPLETON, WI 54911.