

Document Number

PARKSIDE SPRINGS SUBDIVISION
FIRST AMENDMENT TO DECLARATION OF
RESTRICTIONS, COVENANTS AND EASEMENTS



DOCUMENT

1613094

RECORDED

At Kenosha County, Kenosha, WI 53140
Louise I. Principe, Register of Deeds
on 3/16/2010 at 1:53PM
100008583 \$17.00

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Recording Area

Name and Return Address

John E Hotvedt
P O Box 700
Burlington, WI 53105

17-

See Below

(Parcel Identification Number)

- 80-4-222-142-0200
- 80-4-222-142-0201
- 80-4-222-142-0202
- 80-4-222-142-0203
- 80-4-222-142-0204
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- 80-4-222-142-0218
- 80-4-222-142-0219
- 80-4-222-142-0220
- 80-4-222-142-0221
- 80-4-222-142-0222

PARKSIDE SPRINGS SUBDIVISION

First Amendment to Declaration of Restrictions, Covenants and Easements

This First Amendment to Declaration of Restrictions, Covenants and Easements is made and entered into by PARKSIDE SPRINGS SUBDIVISION, LLC, a Wisconsin limited liability Company (the "Developer").

RECITALS

WHEREAS, on February 1, 2008, the Developer recorded the Plat of Subdivision for Parkside Springs Subdivision (hereinafter the "Subdivision") as Document No. 1546602; said land being more particularly described as follows:

Lots 1 through 22 and Outlot 1 of Parkside Springs Subdivision, according to the recorded plat thereof. Said land lying in the Town of Somers, County of Kenosha, State of Wisconsin;

and

WHEREAS, contemporaneous with the recording of the Plat, the Developer recorded the Parkside Springs Subdivision Declaration of Restrictions, Covenants and Easements (hereinafter the "Declaration"); said Declaration was recorded in the office of the Register of Deeds for Kenosha County on February 1, 2008 as Document No. 1546603; and

WHEREAS, pursuant to Section 8.1 of the Declaration, that during the first fifteen (15) years following the recording of said Declaration, that the same may be amended at any time by written declaration, executed in recordable form, setting forth such modification or amendment, executed solely by the Developer, until such time as the Developer conveys all lots to other owners; and

WHEREAS, the Developer is the record title owner to twenty one (21) of twenty two (22) single family lots within the Subdivision, and desires to amend the Declaration as hereinafter set forth.

AMENDMENT

NOW, THEREFORE, the Developer, pursuant to Section 8.1 of the Declaration, hereby declares that said Declaration is hereby modified and amended as hereinafter set forth.

1. Date of Commencement of Annual General Assessments. Section 6.2(d) of the Declaration is hereby amended and restated as follows:

“(d) Date of Commencement of Annual General Assessments. Annual general assessments shall commence on the date as determined by the Developer in

his sole discretion. Notwithstanding any provisions to the contrary in this Section 6.2, so long as the Developer owns any single family lot in the subdivision, no general assessments shall be assessed against any such lot owned by the Developer. However, during such time, the general assessments payable by any lot owner other than the Developer shall not exceed the amount that the lot owner would be charged if the Developer's lots were subject to full general assessments based upon the annual operating budget then in effect. Developer shall pay the deficit if the total general assessments payable by the lot owners other than the Developer do not cover the total common expenses of the Association."

2. Transfer Fee Assessment. Section 6.4 of the Declaration is hereby amended and restated as follows:

"6.4 Transfer Fee Assessment. The Association shall establish and maintain a separate reserve fund into which shall be deposited, along with other monies, a transfer fee of \$250.00. This transfer fee shall be payable by the purchaser of each lot upon the initial transfer from the Developer, and each subsequent sale or transfer of the lot. This Section 6.4 shall not apply to a transfer of one or more lots from the Developer to a mortgagee of the Developer, or by multiple sale of lots to a successor developer."

3. Assignment. The Declaration is hereby amended to add the following Section 8.5 as hereinafter set forth:

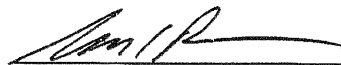
"8.5 Assignment of Developer's Rights. The Developer may assign its rights and obligations hereunder to a successor developer upon the conveyance of ten (10) or more lots to any such successor. In such event, the grantee of such conveyance shall be considered the developer for all purposes set forth in this Declaration."

4. Ratification. Except as otherwise expressly stated herein, all of the terms, conditions, covenants, restrictions and easements as set forth in the Declaration are hereby ratified and confirmed.

Dated: March 10, 2010

PARKSIDE SPRINGS SUBDIVISION, LLC

By:



Scott Pocius - Sole Member

STATE OF WISCONSIN)
) ss.
KENOSHA COUNTY)

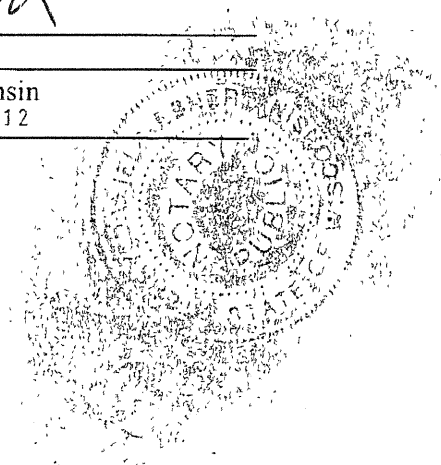
Personally came before me this 10 day of March, 2010, the above named Scott Pocius, to be known to be the person who executed the foregoing and acknowledge the same on behalf of Parkside Springs Subdivision, LLC and by its authority.



* TERRY DANIELS EBNER

Notary Public, State of Wisconsin

My commission expires 12 9 12



- This instrument was drafted by
John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly, Hotvedt & Terry, S.C.
Burlington, Wisconsin 53105

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