FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF OLD SCHOOL TOWNHOMES

POLK COUNTY, WISCONSIN Received for record this 13th day of January AD 2012 at 03:00 PM Document Number: 791382

> Laurie Anderson Register of Deeds

Return to: CN/NW Properties 1514 1904 are Balsam Lake WI54810

106-00318-0000, 106-00318-0010, 106-00318-0020, 106-00318-0030, 106-00318-0050, 106-00318-0070, 106-00318-0080 & 106-00318-0090 (Parcel Identification Number)

Units 1-9, Old School Townhomes Condominium recorded in the Polk County Register of Deeds Office on September 5, 2006, in Volume 993, page 935, as Document No. 721958, located in the Village of Balsam Lake, Polk County, Wisconsin.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF OLD SCHOOL TOWNHOMES

This First Amendment to the Condominium Declaration of Old School Townhomes is made pursuant to the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as of this day of, 2011.
WHEREAS, on September 5, 2006, the Declaration of Condominium for Old School Townhomes ("hereinafter Condominium") was executed by the Christopher Nelson and Nicholas Walton and was recorded in the Polk County Register of Deeds Office on September 5, 2006, in Volume 993, page 935, as Document No. 721958; and
WHEREAS, pursuant to Article XIII of the Declaration and the authority provided for in §703.09(2) of the Wisconsin Statutes, the owners wish to amend the Condominium Declaration; and
WHEREAS, all of the unit owners wish to make this amendment to the Condominium Declaration.
NOW, THEREFORE, the owners do hereby declare as follows:
1. <u>Lease of Units</u> . Section 8.05 shall be amended to delete the first line: "Each Unit or any part thereof may be rented by written lease, provided"
and the first line shall be replaced with the following:
"With the exception of a lender in possession of a unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, the following restrictions apply to rental or leasing of a unit:"
2. <u>Incorporation</u> . All other terms, provisions, covenants, rights and restrictions as described in and contained in the original declaration and prior amendments, not expressly or by necessary implication amended or modified by this Amendment, shall remain in full force and effect.
IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date written above.
Owners Christopher Nelson Nicholas Walton

ACKNOWLDEGEMENT

Personally came before me this day of November, 2011, the above named Christopher Nelson and Nicholas Walton, to me known to be the person(s) who executed
the foregoing instrument and acknowledged the same. My Commission Expires: 1 23 14

This Instrument Drafted By: Ronald L. Siler Van Dyk, Williamson & Siler, S.C. 201 South Knowles Avenue New Richmond, WI 54017

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by Christopher A. Nelson and

Nicholas M. Walton to the undersigned recorded in the Polk County Register of Deeds on September 11, 2008, as Document No. 749347, does hereby consent to all of the terms and conditions of the foregoing Amendment, and agrees that its interest in the property shall be subject in all respects to the terms thereof.

Dated this _____, day of ______, 2011.

791382

AnchorBank, fsb

By: Nebergh a Preston
Name: Deborah A. Preston
Title: Vice President Senior
Relation Ship Managar

ACKNOWLDEGEMENT

STATE OF WISCONSIN

COUNTY OF <u>EarClaire</u>) ss.

Personally came before me this 30th day of November, 2011, the above named Debotat A. Presion VP5E Relationships, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

* Manager of Anchor Bank, fsb

, Notary Public My Commission Expires: 5-10-15

