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ARTICLES OF INCORPORATION
OF
VICTORIAN VILLAGE CONDOMINIUM UNIT OWNER'S ASSOCIATION, INC.
(A NONPROFIT, NONSTOCK CORPORATION)

The undersigned incorporator hereby adopts the following articles of incorporation for the purpose of forming a nonprofit, nonstock corporation (the "Corporation") under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

ARTICLE 1
Name

The name of the Corporation is Victorian Village Condominium Unit Owner's Association, Inc., and shall be referred to as the "Association".

ARTICLE 2

Existence

The Corporation's period of existence shall be perpetual.

ARTICLE 3
Purposes and Powers

The purposes for which this Corporation is formed are as follows:

- A. To form an "Association of Unit Owners" as defined in Chapter 703, Statutes of the State of Wisconsin ("Condominium Ownership Act"), or as amended, and as such to establish and collect assessments from the Unit Owners and members of said Association ("Members") for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the property of, and to perform the acts and duties desirable for the management of the Units and Common Elements in, Victorian Village Condominium, a condominium ("Condominium").
- B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium ("Declaration") of Victorian Village Condominium.
- C. To establish Bylaws for the operation of the Association, provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Condominium Ownership Act, the Declaration, these Articles of Incorporation and the Bylaws of the Association.

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in Register

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Declaration of Condominium and ~~these~~ **CHAPTER 181** Articles of Incorporation. Membership certificates are not required and will not be issued.

Section 2. Each Unit shall have one vote in all elections and affairs of the Association. If the Unit is owned by more than one person the vote attributable to that Unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. A corporation or individuals owning an interest in more than one Unit may be designated as the voting Member for each Unit in which it or he owns an interest.

Section 3. The share of a Member in the Common Expenses and Common Surpluses of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

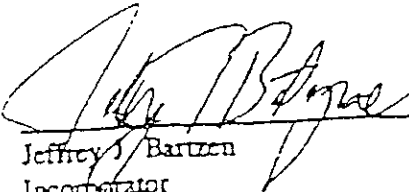
ARTICLE 10 Dissolution

In the event of dissolution of the Corporation, the Corporation shall adopt a plan providing for the distribution of the Corporation's assets, which plan shall first make provision for the payment of the Corporation's liabilities and obligations to the extent the Corporation has assets from which to satisfy such liabilities and obligations.

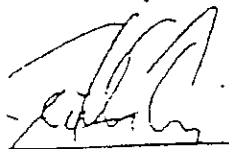
ARTICLE 11 Incorporator

The name and address of the incorporator of the Corporation is Jeffrey J. Bartzen
7617 Mineral Point Road, Madison, Wisconsin, 53717.

Dated: September 13, 1995.


Jeffrey J. Bartzen
Incorporator

Subscribed and sworn to before me
this 13th day of September, 1995.


Notary Public, State of Wisconsin
My Commission is permanent.

This document is drafted by and
should be returned to:
Jeffrey J. Bartzen
Neider & Boucher, S.C.
7617 Mineral Point Road
P.O. Box 5510
Madison, WI 53705-0510

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Bylaws of Victorian Village Condominium Unit Owner's Association, Inc.

The following Bylaws apply to Victorian Village Condominium, created by a Declaration of Condominium and Condominium Plat recorded in the Office of the Register of Deeds for Calumet County, Wisconsin. These Bylaws incorporate by reference the said Declaration of Condominium and Condominium Plat, the Articles of Incorporation of Victorian Village Condominium Unit Owner's Association, and the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes (1991). The Bylaws are intended to provide the structure necessary for the operation and maintenance of the Common Elements of the Condominium, to control and regulate the use and enjoyment of the Condominium for the benefit of all persons authorized to use it, to establish the procedure for the levy and collection of assessments to finance the operation of the Association, and to permit Unit Owners to participate through a democratic structure in this process of maintenance, operation, financing and control.

Section 1

Name, Form of Administration, Address

1.1 Name. The name of the Association created herein is Victorian Village Condominium Unit Owner's Association, Inc. and is referred to herein as the "Association."

1.2 Form of Administration. The Association is incorporated as a Wisconsin non-stock corporation under Chapter 181, Wisconsin Statutes (1991). Policy control of the Association, except as otherwise provided herein, is vested in a Board of Directors to be elected by the members in accordance with Section 3 hereof. A Manager may be retained by the Board of Directors and would then be responsible for implementation of the policy decisions of the Board and operates under its supervision and control.

1.3 Address. The address of the Association and its principal office is W6143 Victorian Drive #17, Appleton, WI 54915.

Section 2

Members, Rights and Obligations, Meetings

2.1 Members. All Unit Owners in the Condominium are, by the fact of Ownership of their Unit, members of the Association. As such, they are granted all rights and subject to all obligations of membership as created herein.

- (1) Upon conveyance or other transfer of a Unit Owner's interest in a Unit, the transferor ceases to be a member of the Association and the transferee becomes a member. The Association shall maintain a roster of the names and addresses of all Unit Owners and upon conveyance or other transfer it shall be the responsibility of the transferee to notify the Association of the information necessary to keep the roster current.

- (2) The Association shall also maintain a roster of holders of security interests in Units and shall provide such notices regarding the Unit encumbered and the Condominium as a Unit Mortgagee requests or the law requires. Unit Owners are responsible for providing the information necessary to keep this roster current.

2.2 Annual Meeting. The Annual meeting of the Association shall be held on the first Wednesday of October of each year at 7:00 p.m. at a location selected by the Board of Directors.

2.3 Special Meetings. Special meetings may be held at any time on the call of the President or on written request to the Association by Owners of not less than two (2) Units. Special meetings held on written request as provided herein shall be conducted within sixty (60) days of the date of receipt of the request unless it specifies a longer period.

2.4 Notice of Meeting. The Secretary of the Association shall give written notice of Annual and Special meetings to every member at least ten (10) days before the date set for such meeting.

(1) Content of Notice. The notice shall state whether the meeting is an Annual or Special meeting, the authority for the call of the meeting, the place, date, and hour of the meeting and, where required, the purpose or question to be considered at the meeting.

(2) Delivery of Notice. The notice shall be given by delivery of a copy to the member personally or by mailing the notice to the member at his address as it appears on the Association's roster, postage prepaid.

(3) Failure to Receive Notice. If notice is given as provided hereunder, the failure of any member to receive actual notice shall not invalidate the meeting or any proceedings conducted at the meeting.

(4) Holders of Security Interests. Upon written request to the Secretary of the Association, the holder of any recorded security interest in any Unit in the Condominium may obtain a copy of any notice permitted or required to be give by these Bylaws from the date of receipt of the request until such request is withdrawn or the security interest is discharged of record. Notice shall be given to all holders of security interests of proposed amendments to the Declaration.

2.5 Quorum. The presence of a majority 51% of Unit votes whether in person or by proxy constitutes a quorum.

2.6 Voting. Voting is on the basis of Unit Votes. Each Unit is entitled to cast one indivisible vote without regard to the number of personas who have an Ownership interest in the Unit. The vote for each Unit may be cast as agreed by the persons who have an Ownership interest in the Unit, and if any one such person is present, it is presumed that person has the right to

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- 2.10 Reserved Rights. Election of Directors, amendment of the Bylaws, borrowing funds, acquiring or conveying any interest in real estate, final approval of the Annual budget, and levying of Special assessments are reserved to vote by the members.

Section 3 Board of Directors

- 3.1 Number and Qualification. The affairs of the Association are governed by a Board of Directors composed of five (5) Directors. All Directors must be Unit Owners, unless there are less than three Units in the Condominium, in which case only one of the Directors must be a Unit Owner.
- 3.2 Election. Directors are elected by Unit votes at the Annual meeting of the Association. Those candidates receiving the greatest number of votes from among the candidates running for the available Board Positions shall be elected, notwithstanding the fact that they do not receive a majority of the votes cast. Each Unit has one vote for each vacancy on the Board and cumulative voting shall not be allowed.
- 3.3 Term of Office. At the first annual meeting of the Association, the term of office of two (2) Directors shall be for one (1) year, and the term of office of other Directors shall be fixed at two (2) years. At the expiration of the initial term of offices of each respective Director, his/her successor shall be elected to serve a term of two (2) years. The Director shall hold office until their successors have been elected and hold their first meeting.
- 3.4 Vacancies. Vacancies by the Board of Directors caused by any reason shall be filled by vote of a majority of the remaining Directors, even though they may constitute less than a quorum. Each Director so elected serves as a Director until a successor is elected at the next Annual meeting.
- 3.5 Removal of Directors. Directors may be removed for cause by a majority of the Unit votes at any Annual or Special meeting, notice of which includes notice of the proposed removal.
- 3.6 Compensation. No compensation shall be paid to Directors for their services as Officers or Directors.
- 3.7 Annual Meeting. The Annual meeting of the Board of Directors shall be held immediately following the Annual meeting of the Association. No notice is necessary to newly elected Directors in order to legally constitute such meeting, provided that a quorum of the Directors is present.
- 3.8 Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly. The time, place and manner of such Regular meetings shall be as determined from time to time by resolution of the Directors.

cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that Unit.

(1) Proxies. A member may give another person authority to represent him and vote on his behalf at meetings of the Association. Such proxy must be in writing, dated and signed by the member, and filed with the Secretary. Except for a proxy to a Mortgagee of the Unit involved, no proxy is valid for more than 180 days after its date; however, a member may renew his proxy by filing a new proxy or a renewal of the existing proxy with the Secretary. A proxy may grant full or Limited voting rights and may contain instructions, which shall be binding on the proxy holder.

(2) Representatives. Any personal representative, executor or administrator of the estate of any member, guardian or trustee for any member, may exercise such member's voting rights. Such person shall file an affidavit or other proof of his status with the Secretary.

(3) Suspension. Voting rights may be suspended by vote of the Association's Board of Directors in accordance with the Declaration, and no person who is not on the Association's roster of Unit Owners may vote unless such person holds a proxy from one who appears on the roster.

2.7 Unanimous Consent Without Meeting. Any action required or permitted by these Bylaws or any provision of law to be taken at a meeting of the Association, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote with respect to the subject matter thereof.

2.8 Adjournment. Any meeting of the Association may be adjourned from time to time and to such place and time as may be determined by a majority vote of those present, whether or not a quorum is present. No further announcement of the time or place of the adjourned meeting is required.

2.9 Order of Business. The order of business at all Annual meetings is as follows:

- (a) Roll Call
- (b) Proof of Notice of Hearing
- (c) Proof of Quorum
- (d) Reading of Minutes of Preceding Annual Meeting
- (e) Report of Officers
- (f) Report of Committees
- (g) Election of Board of Directors
- (h) Unfinished Business
- (i) New Business
- (j) Approval of Budget
- (k) Adjournment

3.9 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The time, place and manner of such meetings is determined by the President.

3.10 Notice. Notice of all meetings of the Board of Directors must be given to each Director, personally, or by mail, at least three (3) days prior to the date of such meeting.

3.11 Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver is deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board is a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice is required and any business may be transacted at such meeting.

3.12 Unanimous Consent Without Meeting. Any action required or permitted by these Bylaws or any provision of law to be taken by the Board of Directors at a meeting may be taken without a meeting, if a consent in writing, setting forth the action taken, is signed by all of the Directors then in office.

3.13 Quorum. At all meetings of the Board of Directors, a majority of the Directors constitutes a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present is the act of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

3.14 Open Meetings. Any Unit Owner may attend any Annual, Regular or Special meeting of the Board of Directors.

3.15 Committees. The Board of Directors may by resolution designate one or more committees, each committee to include one or more Directors elected by the Board of Directors, which to the extent provided in said resolution as initially adopted, and thereafter amended, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the Condominium. The Board of Directors may elect one or more of its members to alternate membership of any such committee and such alternate members may take the place of any absent member or members at any meeting of such committee, upon request by the President or upon request by the chairman of such meeting.

3.16 Powers and Duties. The Board of Directors may exercise all powers of the Association not specifically reserved to the members and is responsible for establishing policies for the Association in pursuance of its purposes and supervision of the implementation of these policies by the Manager. The Board of Directors shall direct and retain the Manager, if any.

(1) Rules. The Board of Directors shall adopt Rules for the regulation of the use and enjoyment of the Condominium.

(2) Delinquencies. In the event any Unit Owner shall fail to pay any monthly maintenance fee and/or assessment by the due date, such Unit Owner shall be assessed a late payment penalty of Ten Dollars (\$10.00) per month for each month that the payment remains delinquent. Such Unit Owner shall also be obligated to pay interest at the current legal rate from the due date of such delinquent fees and/or assessments, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid fees and/or assessments. Any such unpaid fees and/or assessments, late payment penalties, interest and/or expenses, shall constitute a lien against said Unit Owner's Unit until paid, which lien may be recorded and foreclosed as provided in Wisconsin Statute 703.16.

(3) Insurance. Hazard insurance maintained by the Association must be maintained with an insurer licensed in Wisconsin and rated Best's Class VI or better, or Class V if it has a general policyholder's rating of A. Policies may not be subject to contribution or assessment, to Special corporate action by the carrier to authorize payment of benefits or to limiting clauses other than insurance conditions on payment of benefits. The insurance maintained by the Association must provide at least ten (10) days' notice to Unit Mortgagees or their assigns before a policy is reduced or cancelled.

Section 4

Officers

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4.1 Designation. The principal Officers of the Association are a President, Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board of Directors.

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4.2 Election of Officers. The Officers of the Association are elected at the Annual meeting of the Board of Directors.

4.3 Term. The Officers of the Association hold office for a term of one year.

4.4 Removal of Officers. Any elected Officer may be removed, with or without cause, by a majority vote of the Directors at any Annual, Regular or Special meeting of the Board, notice of which includes notice of the proposed removal.

4.5 Vacancies. A vacancy in any principal office shall be filled by the Board of Directors.

4.6 President. The President is the principal Officer of the Association. He presides at all meetings of the Association and of the Board of Directors, and has all the powers and duties set forth in the Bylaws or delegated to him by the Board of Directors.

4.7 Vice President. The Vice President takes the place of the President and performs his duties whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

- 4.8 Secretary. The Secretary supervises the taking, preparation and preservation of minutes of all meetings of the Board of Directors or of the Association; serves as teller to count votes at Association meetings; causes all notices required by these Bylaws to be given; certifies copies of the organizational and operational documents of the Condominium, as amend from time to time, upon request; executes other certificates on behalf of the Association; and has other powers and duties as may be delegated to him in the Declaration, by these Bylaws, or by the Board of Directors.
- 4.9 Treasurer. The Treasurer supervises the keeping of the financial books and records of the Association, causes appropriate notices relating to Common Expenses of the Condominium to be given, supervises the collection of amounts due the Condominium and their application under the Declaration, Bylaws and policies established by the Board of Directors, and has such other powers and duties as may be delegated to him by these Bylaws or the Board of Directors.

Section 5 Assessments

- 5.1 Common Expenses. All expenditures for the operation, maintenance, repair and restoration of the Common Elements and for the operation of the Association are Common Expenses to be shared by the Unit Owners as set forth in the Declaration.

- 5.2 Regular Assessments. Regular assessments are those based upon the Annual budget of the Condominium prepared by the Manager, if any, and adopted by the Board of Directors and approved by the members.

(1) Budget. The budget for the forthcoming year shall be adopted by the Board of Directors and distributed with the notice of the Annual meeting of members. The members may approve or disapprove the budget in whole but may not amend it. If disapproved, the budget shall be returned to the Board of Directors for further consideration and a Special meeting of the members called to approve it before the beginning of the fiscal year. The budget shall include funding for a reserve fund to pay for nonrecurring operating contingencies.

(2) Assessments. Once the budget is adopted, the Manager, if any, and the Board of Directors shall allocate to the Units their proportionate share and give notice of the amount due from each Unit which shall be expressed both as an Annual amount and in twelve (12) monthly installments. The monthly installments are delinquent if not paid before the fifth (5th) day of the month.

- 5.3 Special Assessments. If unbudgeted expenses for which no reserve has been created are incurred, the members shall hold a Special meeting to levy a Special assessment to pay these expenses. The Special assessment may be in such amount, due and payable at such time and on such terms as the members determine.

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Section 9 Amendment

- 9.1 Amendment. Except as otherwise provided herein, these Bylaws may be amended from time to time by affirmative vote of at least sixty-seven (67%) of the total Unit votes, at a meeting duly called for the purpose. Any portion of these Bylaws that merely reflect or give priority to the Declaration may not be amended unless the Declaration is similarly amended.

Section 10 Interpretation

- 10.1 Interpretation. In case any provision of the Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.
- 10.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws, or the intent of any provision thereof.

- 10.3 Gender, Number. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, unless the context so requires.

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Section 11 Rules and Regulations

These rules and regulations relate to the use of the Common Elements and Units of the Condominium and are intended to enhance the general enjoyment of life at the Condominium. They supplement the provisions of Wisconsin law, all local ordinances, the Declaration and Bylaws, all of which also regulate the use and enjoyment of the Condominium. They are designed to give Unit Owners the greatest degree of personal freedom consistent with the rights of others using the Condominium. The rules and regulations set forth below are adopted and may be amended by the Board of Directors.

11.1 General Use and Occupancy.

- (1) Each of the Units shall be occupied and used only as a residence by the respective Owners thereof, their families, servants, and guests for no other purpose, except one Unit which shall be used for commercial purposes as defined in the Declaration. The Condominium is to be used for single family residence only.
- (2) The Common areas and facilities shall be used only for the purposes for which they are intended. The Common areas and facilities shall not be obstructed, littered, defaced or misused in any manner. Common walks, park areas and other Common areas and facilities shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner. Cigarette butts will be disposed of properly. Garbage will only be placed in the

- dumpsters and not kept outside your unit or in the Common hallways of the 16-unit buildings.
- (3) No Unit Owner or occupant shall, except in specifically designated storage areas, place, store, or maintain objects of any kind in the halls, lobbies, stairways, walkways, grounds, or other Common areas.
 - (4) Every Unit Owner or occupant shall at all times keep his Unit in a clean and sanitary condition.
 - (5) Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the Town of Harrison and Calumet County or adopted by the Association.
 - (6) The use of the Unit and the undivided interest in the Common areas and facilities appurtenant to such Unit shall be consistent with existing law and the Declaration of Condominium and the Association's Bylaws.
 - (7) Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other Owners or in such ways as to be injurious to the reputation of the Condominium.
 - (8) No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the Common areas and facilities.
 - (9) Without the prior consent of the Association, a Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his Unit, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof.
 - (10) Unit Owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or easement of interest, of all the Unit Owners. Without first obtaining, in every such case, the consent of sixty-seven percent (67%) of the Unit Owners.
 - (11) No Unit Owner or occupant may alter, change or remove any furniture, furnishing or equipment from the Common areas or facilities.
 - (12) A Unit Owner shall be liable for the expense of any maintenance, repair or replacement to the Common areas and facilities rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or pets.
 - (13) No solicitation of any kind will be allowed on the premises.
 - (14) No smoking within the common hallways, garages, elevators, and front porch.
 - (15) Noise levels will be kept down after 10 p.m. and before 7 a.m.. There will be no stomping or running on the stairwells in the 16-unit buildings by owners and their visitors.
 - (16) The Board of Directors has the authority to interpret all rules and regulations as they see fit.

11.2 Balconies and Decks

- (1) Nothing shall be hung from balcony railings that will detract from the outward appearance of the building.
- (2) Nothing shall be thrown or dropped from balconies.
- (3) Mops, rugs, and other items can be dusted or shaken from balconies, but respect your neighbors below.

11.3 Parking and Parking Stalls

- (1) Use of open parking is limited to guests and tradesmen. Notice of any violations of this rule will be given by the Manager, and, if such a violation continues after notice, the cars will be towed off the premises at the expense of the offenders. No parking of owner vehicles will be permitted in the guest parking overnight if you have a garage stall to park it in. Only one (1) vehicle parked per garage stall. If one of the four extra parking stalls in the 16-unit buildings is available, check with the Board of Directors for availability and current monthly pricing.
- (2) Parking areas shall not be used for any mechanical work on vehicles except in an emergency. Mechanical work will not be done in the parking garage, except in an emergency. Hazardous waste (oil, antifreeze, batteries, etc.) is to be disposed of by Unit Owner in the appropriate manner or as dictated by town, county, state codes.
- (3) No larger vehicles (boat, trailer, camper, motorhome, etc.) will be parked for a period longer than 48 hours. Extenuating circumstances will be considered on an individual basis by the Board of Directors.
- (4) Broken down or abandoned vehicles will be towed away at owner's expense.

11.4 Pets

- (1) Livestock, poultry, rabbits, or other animals shall not be allowed or kept in any part of the building except dogs, cats, and other household pets are allowed at any time be pre or after the purchase not exceeding two in number and may be kept by the Unit Owners in their respective Units; but shall not be kept, bred, raised thereon for any commercial purposes.
- (2) Dogs, cats, birds and other household pets shall not be permitted to cause a nuisance or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other occupant shall be permanently removed therefrom promptly upon the Owner being give notice by the Directors.
- (3) Dogs and cats shall be carried or kept on leash at all times when not in Units.
- (4) Pets will not be allowed on landscaped Common areas unless attended and on leash. Owners must clean up after their pets. If the pets do any damage to common property, the owners will be responsible for payment of the repairs."

11.5 Architectural Control

- (1) No structural changes or alterations shall be made in any Unit without prior written consent of the Board of Directors and any Mortgagee holding a mortgage on said Unit. Saunas, whirlpools, jacuzzis are not permissible.
- (2) No Unit Owner or occupant shall install any wiring, television antenna, machines, air-conditioning Units or other equipment whatsoever on or to the balconies or the exterior of the building or protruding from other balconies, through the walls, windows, or roof thereof. No appliances such as stoves, refrigerators, freezers, etc. are to be stored on the balconies and/or patios.
- (3) No Unit Owner or occupant shall make any additions or alterations to any Common areas or facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Directors. For sale signs are to be placed in front of the complex (near Lorna Lane) and not in front of the unit or building. A sign depicting where an open house is will be permissible for the duration of the open house only."

- (4) Architectural Control: No building or part thereof shall be located outside of the building envelope which is the area of a Unit designated on the recorded Condominium Plat that encompasses the permissible area where a home and the related Common area are located.
- (5) Per ILHR 11.20 Adoption of NFPA 58 - 3.4.9.2 Containers having water capacities greater than 2.5 LB LP-Gas capacity shall not be located on balconies above the first floor that are attached to a multiple family dwelling of three or more living units located one above the other. (You cannot even store the grill on a balcony above the first floor regardless of it being full or empty.)

11.6 Financial Responsibility

- (1) Every Owner is responsible for prompt payment of maintenance fees, assessments, fines, or other charges authorized by the Association.
- (2) Violators of these rules will be subject to such legal actions initiated by the Directors and/or Management Firm to enforce these rules.
- (3) The names of Owners whose accounts are delinquent thirty days or more shall be duly notified. The names of delinquent owners will be published in the meeting minutes.

11.7 Declarant

- (1) As long as the Declarant is marketing Units to initial purchases, the provisions of these rules do not apply to the Declarant's use of and activity in the Condominium.

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CONDOMINIUM DECLARATION OF

VICTORIAN VILLAGE CONDOMINIUM

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Dated Effective September 14, 1995

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Drafted by:
Attorney Jeffrey J. Bartzen
Neider & Boucher, S.C.
7617 Mineral Point Road
Madison, Wisconsin 53717

VICTORIAN VILLAGE CONDOMINIUM
DECLARATION

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DECLARATION OF CONDOMINIUM
OF
VICTORIAN VILLAGE CONDOMINIUM

This Declaration is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (hereinafter "Act") as found in Chapter 703, Wisconsin Statutes (1991), as amended, by Irish Investments, LLC, a Wisconsin limited liability company (hereinafter referred to as "Declarant").

ARTICLE 1
STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements thereon (hereinafter collectively "Condominium") to the condominium form of Ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE 2
DESCRIPTION, NAME, RESTRICTION, AND DEFINITIONS

2.01 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit A attached hereto. The description of Phase II is described on Exhibit D attached hereto.

2.02 Name and Address. The name of the Condominium is "Victorian Village Condominium" and Phase I has as its address W6115 - W6117, W6121 - W6123, W6127 - W6129, W6133 - W6135 and W6143 Victorian Drive, all in the Town of Harrison, Wisconsin.

2.03 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (1) General taxes not yet due and payable;
- (2) Easements and rights in favor of gas, electric, telephone, water, and other utilities.
- (3) All other easements, covenants, and restrictions of record;
- (4) All municipal, zoning, and building ordinances; and
- (5) All other governmental laws and regulations applicable to the Condominium.

2.04 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

ARTICLE 3 UNITS

3.01 Definition. "Unit shall mean a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space of one or more rooms of enclosed spaces located on one or more floors (or parts thereof) in a building.

3.02 Description. There are two distinct types of buildings which shall contain Units in Victorian Village Condominium. One type of building is a duplex building with two Units in each duplex (hereinafter "Type A Building"). A second type of building is a building which shall contain sixteen (16) Units per building (hereinafter "Type B Building"). A Unit in Victorian Village Condominium shall contain and include the following unless listed as specific to either Type A or Type B building:

(1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with the face of the studs supporting the drywall, and in the basement areas shall be the inner face of the foundation walls of the building. The upper boundary of such cubicles shall be the horizontal plane of the lower face of the joists supporting the ceiling on the highest story of the cubicle. The lower boundary shall be the horizontal plane of the lower face of the concrete floor in the garage, basement area, and the crawl space. Such cubicles of air shall include the attached garage space of the Type A Building as identified on the Condominium Plan.

(2) The following items serving the particular Unit although they may be outside the defined cubicle of air;

(a) All doors and windows, their interior casements, and all of their opening, closing, and locking mechanisms and hardware;

(b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

(c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;

(d) All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices lying between the fixtures and main water or sewage lines to the lowest story of the Unit;

(c) The cable television outlet, if any, to the Unit and the junction box serving it;

(f) The individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating systems of the Unit;

(g) The air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;

(h) The lines bringing natural gas or similar fuel to the Unit, beginning with the outer most portion of the Unit; and

(i) The fireplace, if any, serving the Unit.

(3) Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building, not specifically included in the Unit under (2) above, which lie within the cubicle or cubicles of air comprising the Unit. For purposes of this subsection, partition walls shall not be considered structural components.

2.03 Identification. Units shall be identified by the unit and building as follows and as specified on the "Condominium Plat" of Victorian Village Condominium, which plat shall be recorded separately prior to and contemporaneously with this Declaration, and as indicated below. A copy of the Condominium Plat is attached hereto as Exhibit B.

The following descriptions of the addresses of these Units of the Condominium shall coincide with the Units listed on Exhibit B of the Declaration.

W6115 Victorian Drive shall be Unit 1, Building 2

W6117 Victorian Drive shall be Unit 2, Building 2

W6121 Victorian Drive shall be Unit 1, Building 3

W6123 Victorian Drive shall be Unit 2, Building 3

W6127 Victorian Drive shall be Unit 1, Building 4

W6129 Victorian Drive shall be Unit 2, Building 4

W6133 Victorian Drive shall be Unit 1, Building 5

W6135 Victorian Drive shall be Unit 2, Building 5

W6143 Victorian Drive shall be Units 1-16, Building 1.

ARTICLE 4 COMMON ELEMENTS

4.01 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.02 Description. The Victorian Village Condominium Common Elements shall include the land described on the map attached as Exhibit B, any portion of the improvements to the land described on Exhibit B which is not included in the definition of the Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium, unless such personal property is owned by a separate entity.

4.03 Use. Except as otherwise provided herein, and subject to the By-Laws of the "Association", as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements shall be available for the use and enjoyment of or service to owners of all Units.

4.04 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Elements in the percentages specified in Exhibit C attached hereto.

4.05 Parking. No Parking is permitted in the drive aisle in Type B Building.

ARTICLE 5

LIMITED COMMON ELEMENTS

5.01 Definition. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the owners of Units.

5.02 Description. The Victorian Village Condominium Limited Common Elements and the Unit or Units to which their use is reserved are identified on the Condominium Plat and shall include any of the following: deck and driveway in Type A building and porch, ~~ded~~ storage space and garage stall in Type B building. Pursuant to Section 703.14, Wisconsin Statutes (1991), as amended, no owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed or otherwise convey the use of the Limited Common Element to any other "Unit Owner", as hereinafter defined.

Such Limited Common Elements may referred to on the Condominium Plat as "Limited Common Element", "LCA" or such other denomination.

5.03 Use. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner or Owners, who have the exclusive use of such Limited Common Elements.

ARTICLE 6 USES

The Units, Limited Common Elements, and Common Elements of the Condominium shall be used for residential purposes only, and shall not be used for any trade or business. The leasing or renting of a Unit shall be prohibited. The Declarant, however, reserves the right to lease any Unit of the Condominium. The use of Units as sale models by the Declarant shall not be considered a violation of this provision. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements, and Common Elements shall comply with the local ordinances, and any other restrictions as contained in the Association By-Laws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common Elements or other Units by other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit.

ARTICLE 7

UNIT OWNER

A "Unit Owner" shall mean a person, combination of persons, partnership, limited liability company, or corporation, who holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar documents, "Unit Owner" shall mean the land contract purchaser. The Declarant shall be included in the definition of Unit Owner with regard to Units for which an occupancy permit has been issued by the local authorities authorized to issue such permits.

ARTICLE 8 ASSOCIATION

8.01. Definition. "Association" shall mean the Victorian Village Condominium Unit Owners Association, Inc., a Wisconsin non-stock corporation.

8.02 Duties and Obligations. All Unit Owners shall be entitled to become and shall be required to become members of the Association and subject to its Articles of Incorporation, By-Laws, and rules and regulation adopted by it for the use and management of the Condominium. By becoming members of the Association, Unit Owners automatically assign the management and control of the Common Elements of the Condominium to the Association.

8.03 Voting. Each Unit shall be entitled to one (1) indivisible vote in the Association, subject, however, to suspension as provided herein. If a Unit is owned by more than one (1) person, only one (1) vote may be cast, and the vote(s) for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event they cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit. As provided in Article 7 hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Calumet County Register of Deeds office.

ARTICLE 9 REPAIRS AND MAINTENANCE

9.01 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Owner's Unit.

9.02 Limited Common Elements. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness, and presentability of the Limited Common Elements which use is reserved to the Unit.

9.03 Common Elements. Except as hereinafter provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Common Elements.

9.04 Entry by Association. The Association may enter any Unit and Limited Common Elements at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. Prior notice to the Unit Owner shall be attempted, and the entry shall be made with as little inconvenience to the Unit Owner as possible under the circumstances. Any damage caused thereby shall be repaired by the Association and shall be treated as "Common Expense", as hereinafter defined.

9.05 Damage caused by Unit Owner. In the event any Unit owner does not repair within a reasonable period of time any part of the Condominium for which they are responsible for repairing, the Association may make such repairs for the Unit owner and such repairs, until paid by the Unit owner, shall be a lien on the Unit in the name of the Unit owner and any future purchaser in accordance with Sections 14.02, 14.03 and 14.05 of this Agreement. Prior to making such repairs, the Owner's Association shall agree to the repairs by majority vote.

ARTICLE 10 STRUCTURAL CHANGES

10.01 Limitations. A Unit Owner may make improvements or alterations within his/her Unit; provided, however, such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. A Unit Owner may not change the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the written permission of the Association Board of Directors. Any improvement or alteration which changes the floor plan or room dimensions of a Unit must be evidenced by the recording of a modification to the Condominium Plat before it shall be effective and must comply with the then-legal requirements for such purpose. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

10.02 Expenses. All expenses involved in such improvements or alterations, including alterations, including expenses to the Association, which it may charge as a special assessment to the affected Units, shall be borne by the Unit Owners involved.

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ARTICLE 11 INSURANCE

11.01 Property Insurance. The Association shall obtain and maintain insurance for each unit and the Common Elements, including Limited Common Elements, but excluding each unit Owner's personal property. Said insurance shall cover the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis for an amount not less than the full replacement value of the insured property. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insured. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units, or a land contract seller.

11.02 Liability Insurance. The Association shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable; provided, however, the minimum limits for bodily injury and property damage shall be \$1,000,000. The policies shall include standard coverage for the errors and omissions of Association directors and officers. Such policies shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

11.03 Fidelity Insurance. The Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves; provided, however, such amount shall not be less than one hundred fifty percent (150%) in the event the Condominium consists of more than thirty (30) Units.

11.04 Administration. Any and all premiums associated with the insurance purchased by the Association shall be Common Expenses. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application, and disbursement of proceeds. All insurance shall be obtained from generally acceptable insurance carriers, which carriers must meet the guidelines established by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

11.05 Unit Owners' Insurance. Each Unit Owner shall insure the personal property in their respective Unit and any insurable portion of the Unit not covered by the Association's insurance as specified herein and nothing shall prohibit the Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks. Unit Owners are encouraged to submit copies of the disclosure materials to their insurance carriers in order to ensure adequate property and liability coverages on their personal property, Units, and Limited Common Elements appurtenant to such Units.

11.06 Disbursement. Insurance proceeds shall first be disbursed by the trustees for the repair or restoration of the damage to Common Elements, and the Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Condominium property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

11.07 Commencement. All insurance required by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE 12 REPAIR OR RECONSTRUCTION

In the event the Common Elements are totally destroyed or sustain more than Ten Thousand Dollars (\$10,000) in damage at any one time, the Association shall within fifteen (15) days of the date of damage determine whether the Condominium is damaged to an extent more than the available insurance proceeds. Once determined, the Association shall promptly notify the Unit Owners and first Mortgagees in writing of the adequacy or inadequacy of the insurance. Within ten (10) days of receipt of the notice, the Unit Owners and first Mortgagees shall have the opportunity to decide whether the Condominium should

be partitioned. Partition shall only occur by the affirmative vote of Unit Owners representing at least seventy-five percent (75%) of the votes available in the Association, other than votes available to the Declarant, and by the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-unit basis. In case of such partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all Unit Owners in proportion of their percentage interests in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit. In the event the required seventy-five percent (75%) and fifty-one percent (51%) affirmative votes are not cast within the ten (10) day period, or in the event the damage sustained is less than or equal to Ten Thousand Dollars (\$10,000), the Association shall promptly undertake to repair or reconstruct the damaged property to a condition compatible with the remainder of the Condominium. Upon reconstruction, the Association may vary the design, plan, and specifications of the Common Elements from that of the original; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed; provided that the location and floor plan of the damaged buildings shall be substantially the same as they were prior to the damage; and provided that the plans and reconstruction comply with all federal, state and local laws, rules and ordinances. In the event insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

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ARTICLE 13
Eminent Domain

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In the event of taking of any of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes (1991), as amended, shall control; provided, however, the affirmative vote of at least two-thirds of the first Mortgagees, calculated on a per-unit basis, will also be required in order to partition the Condominium; and provided further, if Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so. This section shall exclude any damages for profits as the result of any taking and lawsuit filed by Declarant.

ARTICLE 14
COMMON EXPENSES

14.01 Liability of Unit Owner. Each Unit Owner shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be allocated among the Units as indicated on Exhibit C.

During Phase I of the Condominium, Unit owner's shall be responsible for 1/24th of the expenses, liabilities and surpluses of the Condominium, provided such expenses are related to Phase I of the Condominium.

14.02 Enforcement. The assessments of Common Expenses, together with such interest as the Association may impose in the By-Laws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes (1991), as amended.

14.03 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16(9), Wisconsin Statutes (1991), as amended, has been recorded against a Unit, the Association may suspend the voting rights of the delinquent Unit Owner. A delinquency resulting in the filing of a Statement of Condominium Lien against a Unit shall constitute an act of default under any mortgage secured by the Unit.

14.04 Unit Sale. Except as otherwise provided herein, unpaid Common Expenses assessed against the Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of Condominium lien covering the delinquency shall have been recorded prior to the transfer.

14.05 Lien for Non-payment. The Association shall have a lien, from the date an assessment is made, upon any Unit for assessments made against that Unit, which assessments remain unpaid. The lien shall secure payment of the assessment, interest, and costs of collection, including reasonable attorney fees. The lien may be recorded in the Calumet County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he/she shall pay a reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among a Unit Owner, the Association, the Declarant, or any of them. Rather, the Unit Owner shall pay all assessments pending resolution of any dispute.

14.06 Foreclosure. In the event the Mortgagee of a first mortgage of record or any other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or as a result of a conveyance in lieu of foreclosure, such purchaser or his/her successors and assigns shall not be liable for the total share of Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner, which Common Expenses or assessments became due prior to the acquisition of title. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible proportionately from all of the Unit Owners.

14.07 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly maintenance

fee determined by a budget of Common Expenses prepared by the Association, which budget shall include a reserve for deferred maintenance and a reserve for replacement. Special assessment for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Association may determine.

14.08 Assessments against Declarant. While Declarant retains control of the Association, Declarant shall pay the monthly assessments only on those of its Units as to which an occupancy permit has been issued by the City of Kaukauna which have not yet been sold; provided, however, that, during the Declarant's control as specified in Article 15 hereof, only if the total monthly assessments actually paid by Unit Owners shall not cover the total Common Expenses, Declarant shall pay the deficit.

14.09 Reserve Fund. The Association shall establish and maintain a reserve fund, or reserve funds, for payment of nonrecurring operating contingencies, as the Association deems appropriate. Each annual condominium budget shall include funding for the reserve fund, at a level determined appropriate by the Association.

ARTICLE 15 POWERS OF DECLARANT

15.01 Declarant Control. Except as provided in Section 703.15(2)(d), Wisconsin Statutes (1991), as amended, Declarant reserves the right to appoint and remove officers and directors of the Association and to exercise the powers and responsibilities of the Association, its members, and its directors until the earlier of either of the following shall occur; (i) expiration of ten (10) years from the date this Declaration is recorded; or (ii) thirty (30) days after conveyance of seventy-five percent (75%) of the Common Elements to purchasers of Units in the Condominium. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of Units, including each Unit and parking stalls 17-20, as shown on the Condominium Plat, for Type B buildings; (b) make contracts and agreements on behalf of the Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (d) enact and enforce rules and regulations for the use of the Condominium (e) provide management services until Declarant decides to relinquish its powers to the Association. Any contracts or agreements entered into by Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding two (2) years; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreements shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

15.02 Termination of Control. Upon termination of the above-specified period, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who may be a non-Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units or sold Units with that Unit Owner's consent and the Limited Common Elements and Common Elements, which activities shall include but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sale of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Furthermore, Declarant shall be responsible for any damages resulting from the exercise of such rights. Declarant shall also have the right to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

In the event Declarant does not develop Phase II, Declarant reserves the right to sell the area described on Exhibit B, Phase I, as Victorian Drive.

14.01 Election of Directors. Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the Unit owners other than the declarant shall elect at least 25% of the directors of the Board. Prior to the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and the Unit owners other than the Declarant shall elect 33 1/3% of the directors of the Board. For purposes of this section, percentages shall be based upon total number of Units which may be part of the Condominium, the number being (124).

ARTICLE 16 RIGHT TO EXPAND

16.01 Reservation of Right. The Declarant has reserved the right to expand the Condominium pursuant to §703.26, Wis. Stats. (1994). The Condominium shall be developed in two phases as depicted in Exhibit D. The maximum number of units for the Condominium shall be One Hundred and Twenty-Four (124). This right to expand may be exercised any time within ten (10) years from the date of recording this instrument.

The respective interests in the common elements, the liabilities for common expenses and the right to common surpluses of the Condominium shall be shared equally at all times among the Unit Owners. Each Unit Owner shall pay or receive a sum equal to the total

amount of said expense or surplus at such time said expense or surplus shall be determined according to the By-Laws divided by the number of Units actually purchased at that time.

ARTICLE 17 AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of at least eighty percent (80%) of the Units if less than twenty Units have been sold by Declarant, and sixty-six percent (66%) of the Units if twenty or more Units have been sold, and each Owner's consent shall not be effective unless approved by the Mortgagee of the Unit; and provided, however, that no such amendment may substantially impair the security of any Unit Mortgagee. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one vote as specified in Section 8.03 of this Declaration.

ARTICLE 18 NOTICES

18.01 Notice to Association. The person to receive service of process for the Condominium Association shall be Debra Murphy, Agent Member, Fish Investments, LLC, N. 4688 Highway E, Kaukauna, Wisconsin 54130, or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Secretary of State's office.

18.02 Notice of Mortgagees. Any first mortgagee of a Unit, upon written request to the secretary of the Association, shall be entitled to notice of any default which is not cured within sixty (60) days in the performance by an individual Unit Owner of any obligation under the Condominium Declaration, By-Laws, rules and regulations, and related documents.

ARTICLE 19 REMEDIES

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, Association by By-Laws, and Articles of Incorporation, or any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event damages are incapable of being accurately determined, liquidated damages of One Hundred Dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorney fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by

the unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners may have similar rights of action, but not reimbursement, against the Association.

ARTICLE 20 EASEMENTS

Easements are reserved over, through and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, security wires, and street lights, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant and Unit Owners. Easements for ingress and egress are reserved to the Association in, over, and under the Units and Limited Common Elements, their ceilings, floors, and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from such easements.

ARTICLE 21 GENERAL

21.01 Utilities. Each Unit Owner shall pay for his/her telephone, electrical, and other utility services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expense.

21.02 Encroachments. If any portion of a Unit, Limited Common Element, or Common Element encroaches upon another, an easement for the encroachment and its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments of the Units, Limited Common Elements, or on the Common Elements during the construction, and easements for such encroachments and their maintenance shall exist.

21.03 Invalidity of a Provision. If any of the provisions of this Declaration, of the Association's Articles of Incorporation, if any, of the Association's By-Laws, or of any rules and regulations adopted by the Association or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

21.04 Conflict in Condominium Documents. In the event a conflict exists among any provision of this Declaration, the Articles of incorporation, if any, the By-Laws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

EXHIBIT A
LEGAL DESCRIPTION

PHASE I

Part of the Northeast 1/4 of the Northeast 1/4 of Section 4, Town 20 North, Range 18 East, Town of Harrison, Calumet County, Wisconsin described as follows:

Commencing at the Northeast corner of said Section 4; thence South 00 degrees 30 minutes 53 seconds East, along the East line of the Northeast 1/4 of said Section 4, a distance of 550.00 feet to the point of beginning; thence continuing south 00 degrees 30 minutes 53 seconds East, along said East line, a distance of 35.06 feet; thence South 89 degrees 2 minutes 07 seconds West, 33.00 feet; thence South 38 degrees 53 minutes 17 seconds West 400.96 feet; thence North 55 degrees 57 minutes 39 seconds West, 183.83 feet; thence South 89 degrees 29 minutes 07 seconds West, 173.87 feet; thence North 00 degrees 30 minutes 53 seconds West 240.62 feet; thence North 00 degrees 30 minutes 53 seconds West, 240.62 feet; thence North 89 degrees 29 minutes 07 seconds East, along the South line of the KWIK TRIP PLAT, a recorded plat with the Calumet County Registry, a distance of 612.79 feet to the point of beginning, containing 3.062 acres and reserving the 33 feet presently used for roadway purposes.

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21.05 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration. Any estimates of Common Expenses, taxes, or other charges shall be considered estimates only, and no warranty or guarantee of such amounts shall be made or relied upon.

21.06 No Right of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey his/her Unit shall not be subject to any right of first refusal or similar restriction for the benefit of Declarant or the Association.

21.07 Homestead. The Condominium or any portion thereof shall not be deemed to be homestead property of the Declarant.

IN WITNESS WHEREOF, this Declaration has been executed effective this 14th day of September, 1995.

DECLARANT

Irish Investments, LLC

Dean P. Murphy
Dean P. Murphy, Agent Member

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STATE OF WISCONSIN)

)ss.

COUNTY OF Outagamie)

Personally came before me this 14th day of September, 1995, Dean P. Murphy, Agent Member, of the above named limited liability company, to me known to be the person who executed the foregoing Declaration.

Thomas J. Coffey

Notary Public, State of Wisconsin

My commission: 3/21/99

Drafted by Attorney
Jeffrey J. Bartzen
Neider & Boucher, S.C.
7617 Mineral Point Road
Madison, Wisconsin 53717

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AMENDMENT NO. 5 TO THE
CONDOMINIUM DECLARATION

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AMENDMENT NO. 5 TO THE CONDOMINIUM
DECLARATION OF CONDITIONS, COVENANTS,
RESTRICTIONS AND EASEMENTS FOR
VICTORIAN VILLAGE CONDOMINIUM

325864

REGISTER OF DEEDS
CALUMET COUNTY WI

Received for Record

DEC 11 2001

11:30

of A

11:30 of A

Jacket 6318

Page 9

[Signature]
Register

Recording Area

Name and Return Address

6000 RICHMOND AVE
NINTH FLOOR WISCONSIN

Appleton, WI 54914

Linda Aschenbrenner

W6144 Victorian Drive

Appleton, WI 54914

Parcel Identification Number (PIN)

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[Faint text from reverse side of page, partially obscured by watermark]

AMENDMENT made this 21st day of December, 2001, by Victorian
Village Condominium Unit Owner's Association, Inc. (the "Association").

Preamble. Victorian Village Condominium was established by Condominium
Declaration of Irish Investments, LLC, a Wisconsin limited liability company, on Septem-
ber 14, 1995. The Condominium Declaration was recorded in the Register's Office for
Calumet County, Wisconsin on September 14, 1995 in Jacket 3127, Images 1-32, as Docu-
ment No. 251061. The Association now desires to formally amend the Condominium Dec-
laration as provided in Wisconsin Statutes Chapter 703, and as provided in Article 17 of
the above Condominium Declaration.

NOW, THEREFORE, the Association, having obtained the written consent of at
least sixty-six percent (66%) of the Units, and the approval of the Mortgagee(s) of the
Units, amends the Condominium Declaration of Victorian Village Condominium
as follows:

1. Section 11.01 is amended by deleting the first two sentences and
substituting the following in their place:

2. All other provisions of the Condominium Declaration shall be unaffected by these amendments and shall remain in
full force and effect.

Dated the year and date first above written.

VICTORIAN VILLAGE CONDOMINIUM UNIT OWNER'S
ASSOCIATION, INC.

By: *[Signature]* President

STATE OF WISCONSIN)
CALUMET) SS
OUTAGAMIE COUNTY)

Personally came before me this 21st day of December, 2001, the above named Linda Aschenbrenner
President of Victorian Village Condominium Association, Inc., to me known to be such officer and person who executed the foregoing
instrument and acknowledged that they executed the same for the purposes therein contained.

This instrument was drafted by:
Atty. Richard J. Knight
14 Tri Park Way, Bldg. 2
Appleton, WI 54914

[Signature]
Notary Public
Outagamie County, Wisconsin
My Commission is permanent/expires 7-17-05

I Sell Fox Valley Condos

.com

3. All other provisions of the Condominium Declaration shall be unaffected by these amendments and shall remain in full force and effect.

Dated the year and date first written above.

Victorian Village Condominium Unit Owner's
Association, Inc.

By: Richard Schmitz
Richard Schmitz, President

STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

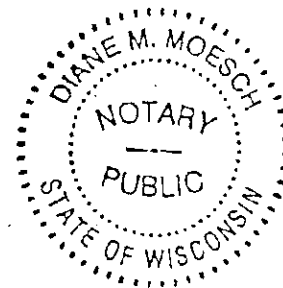
Personally came before me, this 20th day of August, 1999, the above-named Richard Schmitz, President of Victorian Village Condominium Association, Inc., to me known to be such officer and person who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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Diane M. Moesch
Diane M. Moesch, Notary Public
Outagamie County, Wisconsin
My commission is permanent/or expires 4/7/02

This instrument was drafted by:
Steven J. Frassetto
Attorney at Law
McCarty, Curry, Wydeven,
Peeters & Haak, LLP
120 East Fourth Street
P.O. Box 860
Kaukauna WI 54130-0860

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AMENDMENT NO. 4
TO THE
CONDOMINIUM DECLARATION
OF CONDITIONS, COVENANTS, RESTRICTIONS AND
EASEMENTS FOR VICTORIAN VILLAGE CONDOMINIUM

AMENDMENT made this 20th day of August, 1999, by Victorian Village Condominium Unit Owner's Association, Inc. (the "Association").

Preamble. Victorian Village Condominium was established by Condominium Declaration of Irish Investments, LLC, a Wisconsin limited liability company, on September 14, 1995. The Condominium Declaration was recorded in the Register's Office for Calumet County, Wisconsin on September 14, 1995 in Jacket 3127, Images 1-32, as Document No. 251061. The Association now desires to formally amend the Condominium Declaration as provided in Wisconsin Statutes, Chapter 703, and as provided in Article 17 of the above Condominium Declaration.

NOW, THEREFORE, the Association, having obtained the written consent of at least sixty-six percent (66%) of the Units and the approval of the Mortgagee(s) of the Unit, amends the Condominium Declaration of Victorian Village Condominium as follows:

1. Sections 3.02(1) and (2) are hereby deleted, and the following inserted in their place:

"(1) One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom, formed by the interior surfaces of the perimeter walls, floors and ceilings, and the exterior surfaces of the windows, window frames, doors and door frames of the buildings, as such boundaries are shown on the condominium plat attached hereto.

(2) Included in any Unit are all fixtures and improvements therein contained even though a portion of said fixture or improvement may be outside the defined cubicle of air."

2. Article 17 is amended to require that any amendment to the Declaration must be recorded with the Calumet County Register of Deeds.