

VICTORIAN VILLAGE CONDOMINIUM

CONDOMINIUM DISCLOSURE MATERIALS

This booklet contains materials required by Wisconsin Law to be disclosed to prospective purchasers of Condominium Units at Victorian Village Condominium before the Units are first offered for public sale. This information is provided for your protection and assistance. You should be sure to read it carefully.

DECLARANT:

Irish Investments, LLC
N4688 Highway E
Kaukauna, WI 54130

DECLARANT'S AGENT:

Dean P. Murphy, Agent Member
Irish Investments, LLC
N4688 Highway E
Kaukauna, WI 54130

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THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THE, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
www.IsellFoxValleycondos.com

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

VICTORIAN VILLAGE CONDOMINIUM

1. Declaration: The Declaration establishes and describes the Condominium, the Units, the Common Areas and rights of Unit Owners.
2. Articles of Incorporation: The operation of the Condominium is governed by the Association (a non-stock, not-for-profit corporation) of which each Unit Owner is a member. Powers, duties and operation of the Association are specified in the Bylaws.
3. Bylaws: The Bylaws contain rules and regulations which govern the Condominium and affect the rights and responsibilities of Unit Owners.
4. Rules: The use of the Condominium is governed by rules adopted under the Bylaws.
5. Annual Operating Budget: The Association incurs expenses for the operation of the Condominium. The Annual Operating Budget is an estimate of those expenses which are assessed to the Unit Owners in addition to their other Ownership expenses, such as mortgage payments, real estate taxes, insurance and utilities.
6. Management or Employment Contract: Certain services may be provided to the Condominium under contract with individuals or private firms.
7. Leases: In some Condominiums, Units are sold subject to one or more leases of property which are not a part of the Condominium. There are no such leases at the Condominium.
8. Floor Plan and Map: A floor plan of the Unit or a comparable Unit being offered for sale and a map of the Condominium showing the location of the Unit you are considering and all facilities and Common areas which are part of the Condominium are included. See **Exhibit B** attached to the Declaration.
10. Expansion: The Declarant has reserved the right and intends to expand the Condominium in the future. See **Exhibit D** attached to Declaration.

CONDOMINIUM DECLARATION OF

VICTORIAN VILLAGE CONDOMINIUM

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Dated Effective September 14, 1995

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

03/05/99



**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

2.1 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.

2.2 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.

2.3 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
- (5) All other governmental laws and regulations applicable to the Condominium

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

ARTICLE 3 UNITS

3.1 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.

3.2 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 Plat.

(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

- (e) 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 the 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
 - (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.

3.3 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 Phase I of the Condominium shall coincide with the Units listed on Exhibit C 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

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

4.2 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.

4.3 Use. Except as otherwise provided herein, and subject to the Bylaws 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.

4.4 Ownership. There shall be appurtenant to the Units an undivided interest in the Common Element sin the percentages specified in **Exhibit C** attached hereto.

4.5 Parking. No parking is permitted in the drive aisle in **Type B Building**.

ARTICLE 5
LIMITED COMMON ELEMENTS

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5.1 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.

5.2 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, 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 be referred to on the Condominium Plat as "Limited Common Element," "LCA," or such other denomination.

5.3 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 Bylaws 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

- 8.1 Definition. "Association" shall mean the Victorian Village Condominium Unit Owners Association, Inc., a Wisconsin non-stock corporation.
- 8.2 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, Bylaws, and rules and regulations 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.
- 8.3 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

- 9.1 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, and replacement of the Owner's Unit.
- 9.2 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.
- 9.3 Common Elements. Except as hereinabove provided, the Association shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair and replacement of the Common Elements.
- 9.4 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.
- 9.5 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 14.2, 14.3, and 14.5 of this Agreement. Prior to making such repairs, the Owner's Association shall agree to the repairs by majority vote.

ARTICLE 10 STRUCTURAL CHANGES

- 10.1 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 the 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.

- 10.2 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.

ARTICLE 11 INSURANCE

- 11.1 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 insureds. 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.

- 11.2 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.

- 11.3 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.

- 11.4 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.

11.5 Unit Owner's 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.

11.6 Disbursement. Insurance proceeds shall first be disbursed by the trustees for the repair or restoration of the damaged 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 for restored.

11.7 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.

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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.

ARTICLE 13 EMINENT DOMAIN

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

14.1 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 Owners 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.

14.2 Enforcement. The assessments of Common Expenses, together with such interest as the Association may impose in the Bylaws 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.

14.3 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.

14.4 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.

14.5 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.

14.6 Foreclosure. In the event the Mortgage 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 the Common Expenses collectible proportionately from all of the Unit Owners.

14.7 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.

14.8 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.

- 14.9 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

- 15.1 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 (e) enact and enforce rules and regulations for the use of the Condominium (f) 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.

- 15.2 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; provide, however, Declarant reserves the right to name one member, who may 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 damage 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.

15.3 Election of Directors. Prior to 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 33.33% 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

16.1 Reservation of Right. The Declarant has reserved the right to expand the Condominium pursuant to Section 703.26, Wisconsin Statutes (1994). The Condominium shall be developed in two phases as depicted in **Exhibit C**. 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 expenses or surplus at such time said expense or surplus shall be determined according to the Bylaws 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 8.3 of this Declaration.

ARTICLE 18 NOTICES

- 18.1 Notice to Association. The person to receive service of process for the Condominium Association shall be Dean Murphy, Agent Member, Irish Investments, LLC, N4688 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.
- 18.2 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, Bylaws, 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 Bylaws, and Articles of Incorporation or any rule and regulation promulgated by the Association, the Unit Owner may be held 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

21.1 Utilities. Each Unit Owner shall pay for his/her telephone, electrical, and other utility services which are separately metered for 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 Expenses.

21.2 Encroachments. If any portion of a Unit, Limited Common Elements, or Common Elements 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 encroachment on the Units, Limited Common Elements, or on the Common Elements during the construction, and easements for such encroachments and their maintenance shall exist.

21.3 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 Bylaws, 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.

21.4 Conflict in Condominium Document. In the event a conflict exists among any provision of this Declaration, the Articles of Incorporation, if any, the Bylaws, or any administrative rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

21.5 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.

21.6 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.

21.7 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

by: Dean P. Murphy Agent Member
Dean P. Murphy, Agent Member

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.

FOR EDUCATIONAL USE ONLY

Francis J. Bartz
Notary Public, State of Wisconsin
My commission: 2/21/99
www.IsellFoxValleycondos.com

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

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 112.7 feet to the point of beginning, containing 1.062 acres and reserving the 33 feet presently used for roadway purpose.

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**EXHIBIT B
CONDOMINIUM PLAT**

Attached Hereto

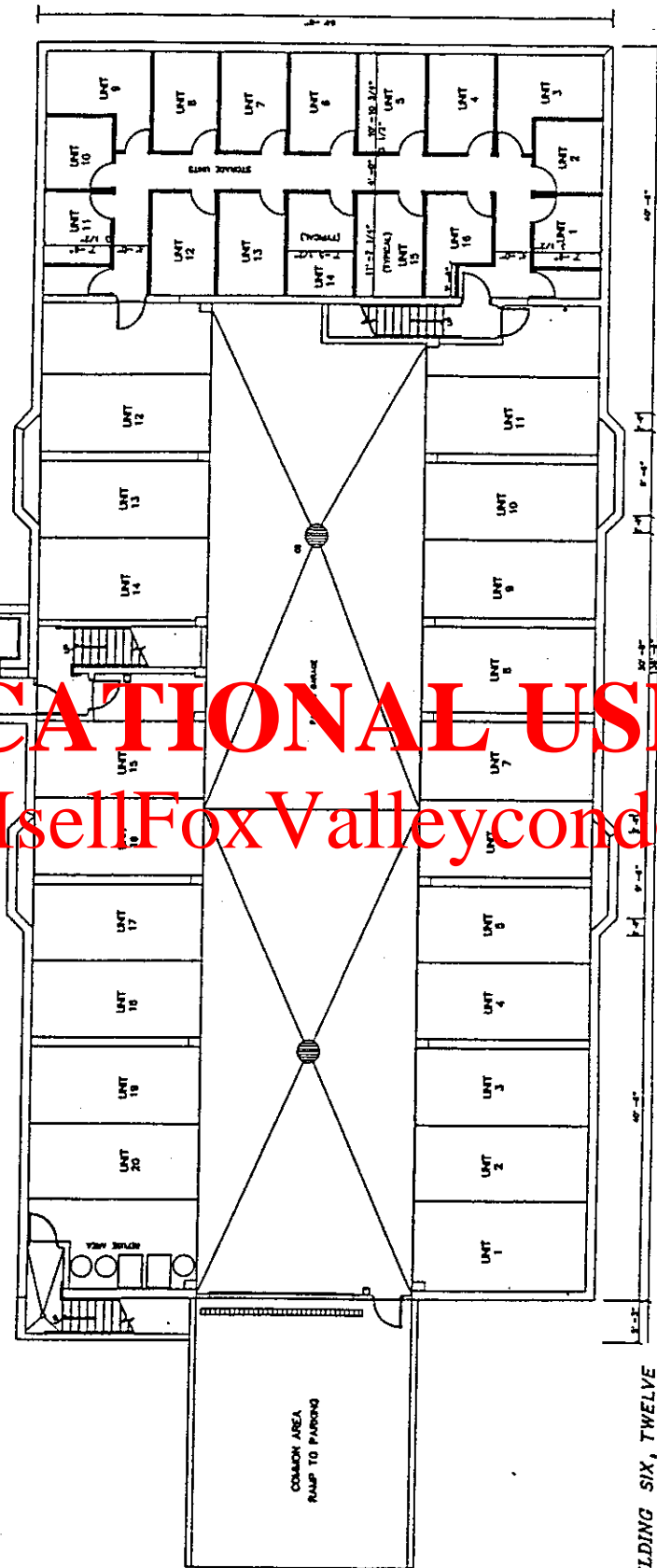
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VICTORIAN VILLAGE CONDOMINIUM

AMENDMENT NO. 2



BUILDING SIX, TWELVE

BELOW GRADE

GARAGE AND STORAGE ROOM PLAN

SCALE: 1/8" = 1'-0"

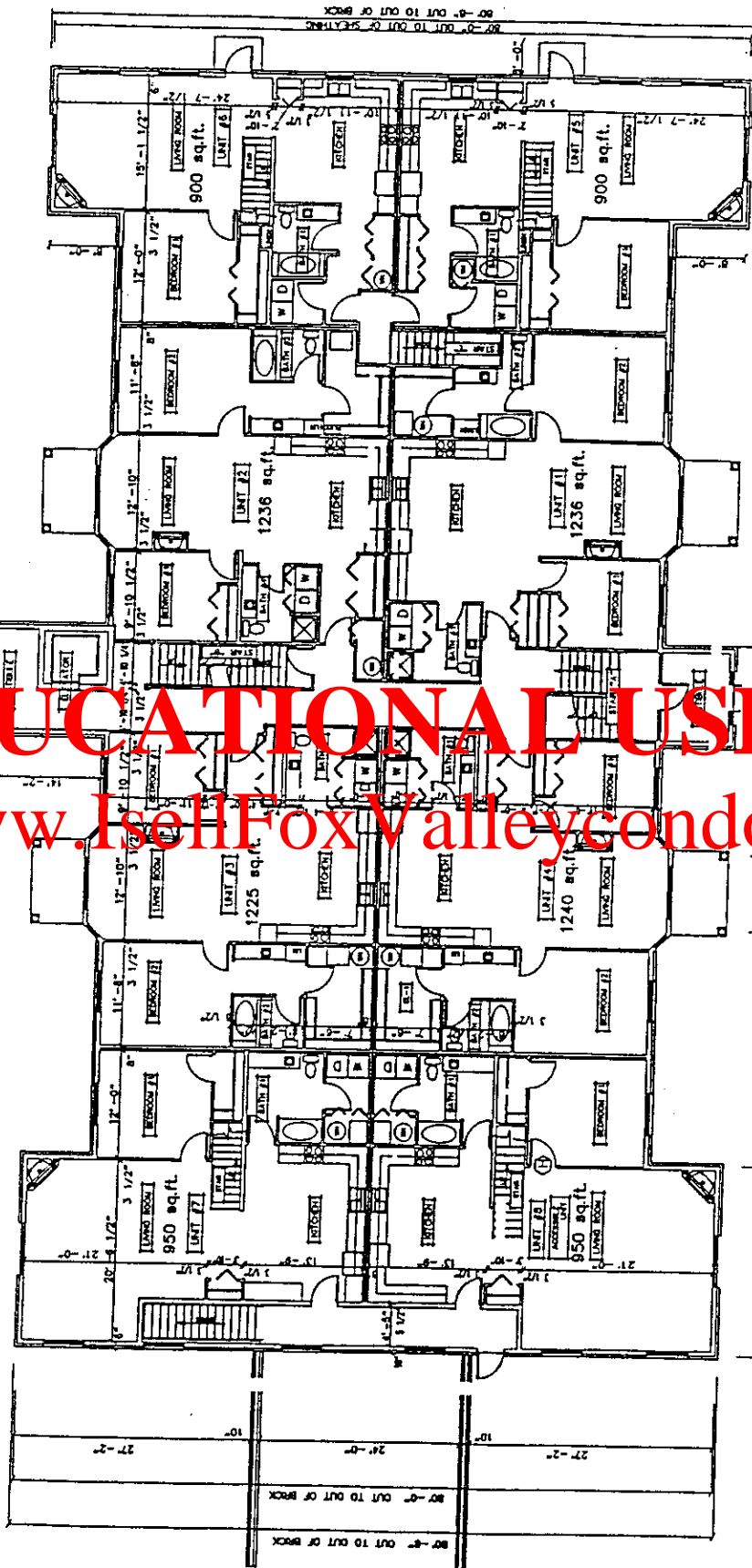
PREPARED BY:
MARTINSON & KISTLER, INC.
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
FAX: 303.733.1112



THE INSTRUMENT BEING BY A. ECKHART

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VICTORIAN VILLAGE CONDOMINIUM
AMENDMENT NO. 2



BUILDING SIX, TWELVE

FLOOR PLAN

143'-3" OUT TO OUT SEATING

26'-10 1/2"

17'-0"

15'-1 1/2"

80'-0" OUT TO OUT OF BRCK

80'-0" OUT TO OUT OF BRCK

80'-0" OUT TO OUT OF BRCK

27'-2"

26'-0"

27'-2"

26'-0"

27'-2"

26'-0"

27'-2"

26'-0"

27'-2"

26'-0"

APPROVED BY
MATTENSON & BIDDLE, INC.
CONSULTING ARCHITECTS & ENGINEERS
REGISTERED ARCHITECTS
REGISTERED ENGINEERS
SINCE 1944

THIS INSTRUMENT BEARS THE NAME OF THE ARCHITECT

143'-3" OUT TO OUT SEATING

26'-10 1/2"

17'-0"

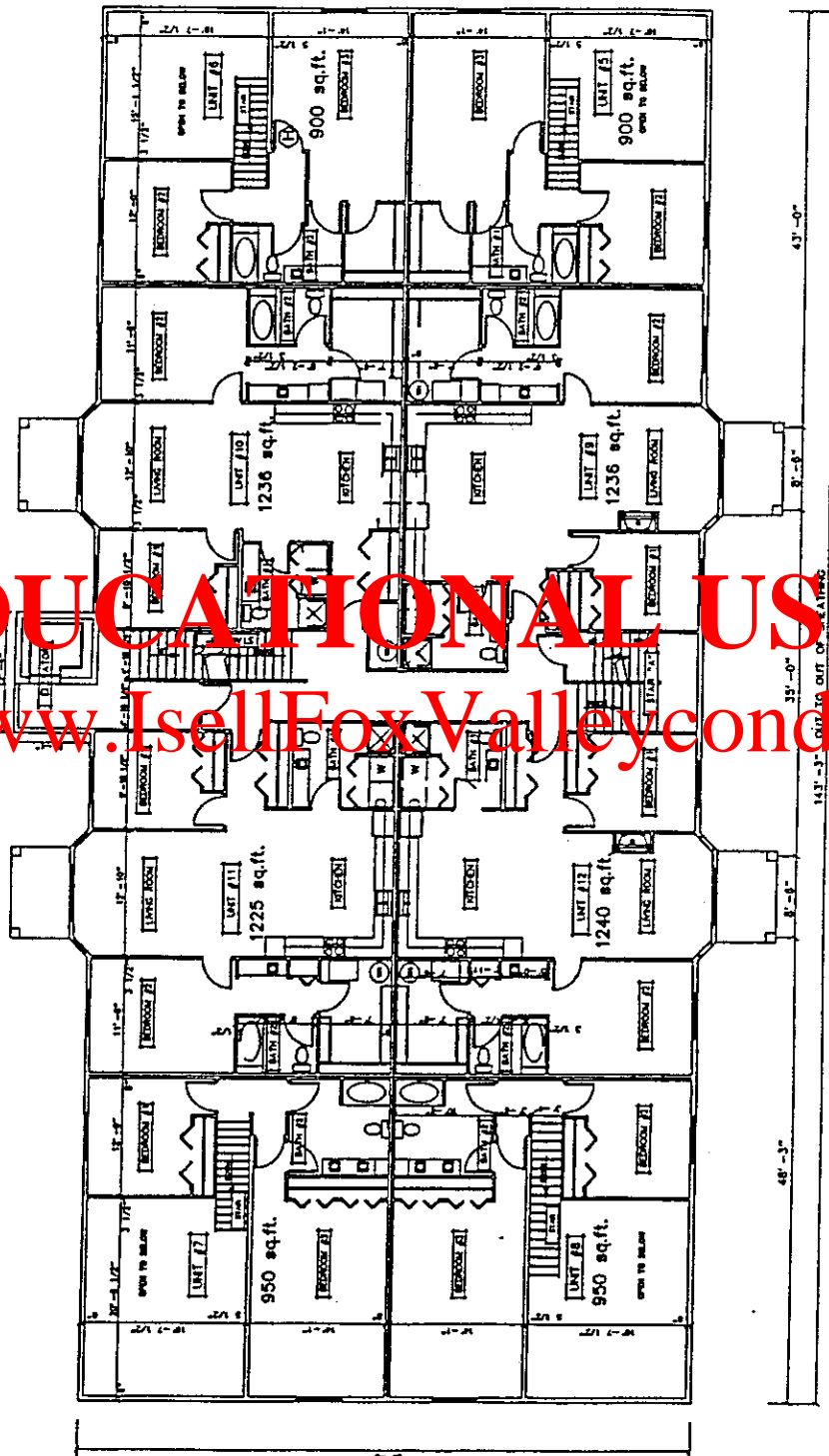
15'-1 1/2"

80'-0" OUT TO OUT OF BRCK

80'-0" OUT TO OUT OF BRCK

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VICTORIAN VILLAGE CONDOMINIUM
AMENDMENT NO. 2



BUILDING SIX, TWELVE
FIRST FLOOR PLAN

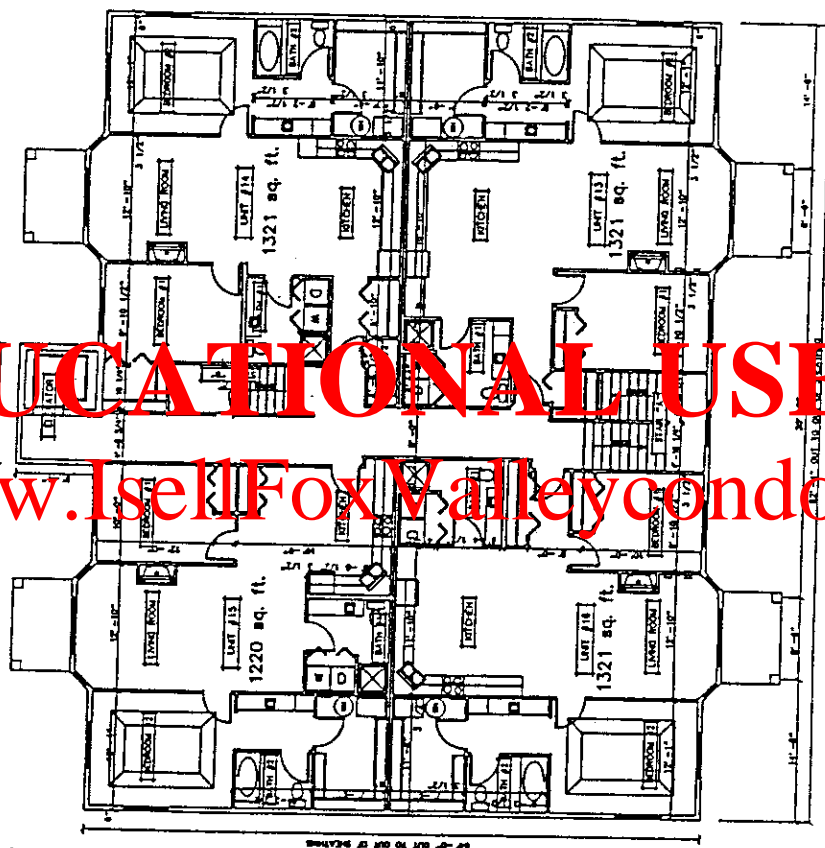
PREPARED BY:
MARTINSON & EISELE, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1919 AMERICAN COURT
MECHANIC, WI 54956
DRAWING NO. 346 003-4
SHEET # OF 11

THIS INSTRUMENT DRAWN BY: P. EMMERSON

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VICTORIAN VILLAGES CONDOMINIUM

AMENDMENT NO. 2



BUILDING SIX, TWELVE

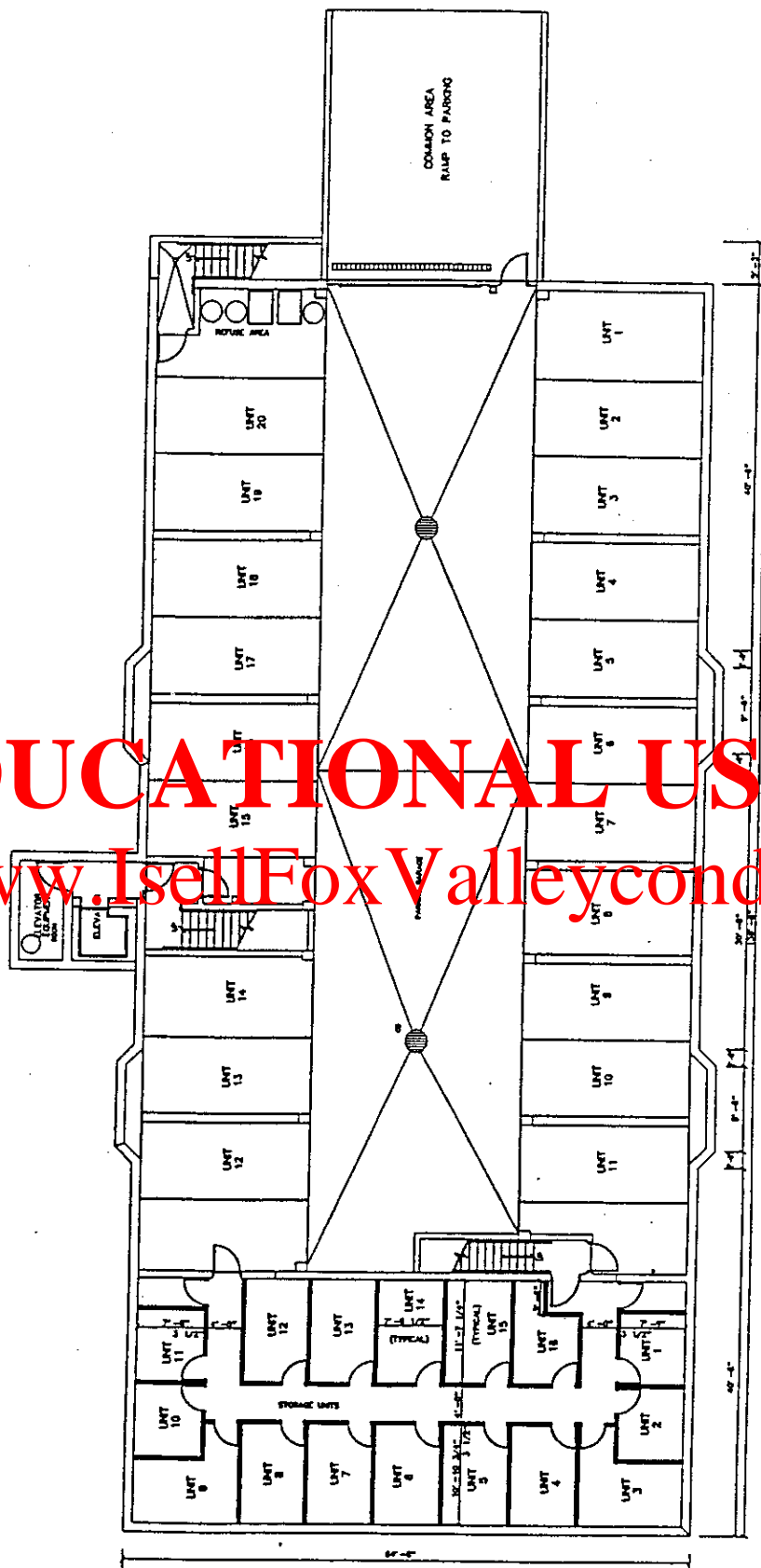
SECOND FLOOR PLAN

PREPARED BY:
MARTINSON & EISELE, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1919 AMERICAN COURT
NEENAH, WI 54955
DRAWING NO. 518-00103
SHEET 3 OF 11
THIS INSTRUMENT DRAWN BY: P. EMMERSON

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VICTORIAN VILLAGE CONDOMINIUM

AMENDMENT NO. 2



BUILDING SEVEN, TEN, ELEVEN
BELOW GRADE
GARAGE AND STORAGE ROOM PLAN

PREPARED BY:
MARTINSON & EISELE, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1919 ALABAMA COURT
MENARD, MI 49856
DRAWING NO. 548-00508
SHEET 6 OF 11

THIS INSTRUMENT DRAWN BY: P. ECKSTON

AMENDMENT NO. 2

AMENDMENT NO. 2



BUILDING SEVEN, TEN, ELEVEN
FIRST FLOOR PLAN

PREPARED BY
MARTENSON & EISELE, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1919 AMERICAN COURT
MECHAN, MN 55955

DRAWING NO. 548-B
SHEET 8 OF 11

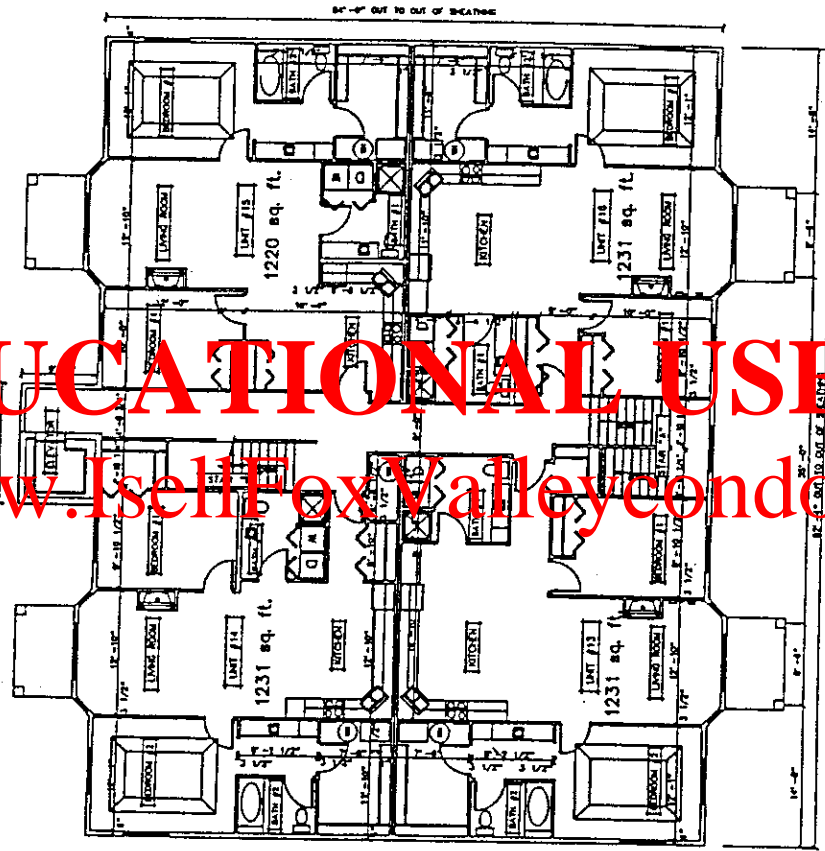
THIS INSTRUMENT DRAWN BY: P. DUNCANSON

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VICTORIAN VILLAGE CONDOMINIUM
AMENDMENT NO. 2



BUILDING SEVEN, TEN, ELEVEN
SECOND FLOOR PLAN

PREPARED BY:
MARTENSON & EUSTLE, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1918 AMERICAN COURT
NEWMAN, WI 53158
DRAWING NO. 518-00369
SHEET 9 OF 11

THIS INSTRUMENT DRAWN BY: P. JOHNSON

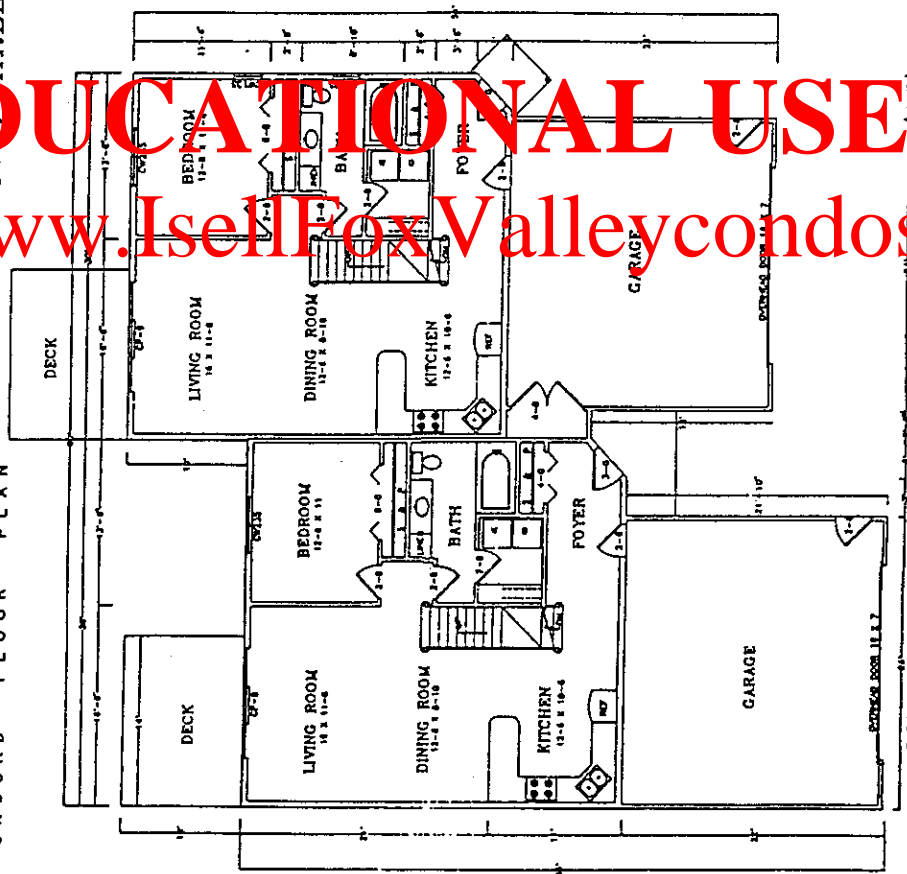
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VICTORIAN VILLAGE CONDOMINIUM

BUILDINGS: TWO, THREE, FOUR, EIGHT, NINE

AMENDMENT NO. 2

GROUND FLOOR PLAN



PREPARED BY:
MARTINSON & EISELE, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1919 AMERICAN COURT
KEENOK, ILL. 60439
DRAWING NO. 519-003
SHEET 10 OF 1

THIS INSTRUMENT DRAWN BY: P. DAVERSON

BLDG. 2, 4 (MIRROR IMAGE)
UNIT 2 (MIRROR IMAGE)
BLDG. 3
UNIT 1
BLDG. 8, 9
UNIT 1
BLDG. 2, 4 (MIRROR IMAGE)
UNIT 2 (MIRROR IMAGE)
BLDG. 3
UNIT 1
BLDG. 8, 9
UNIT 1

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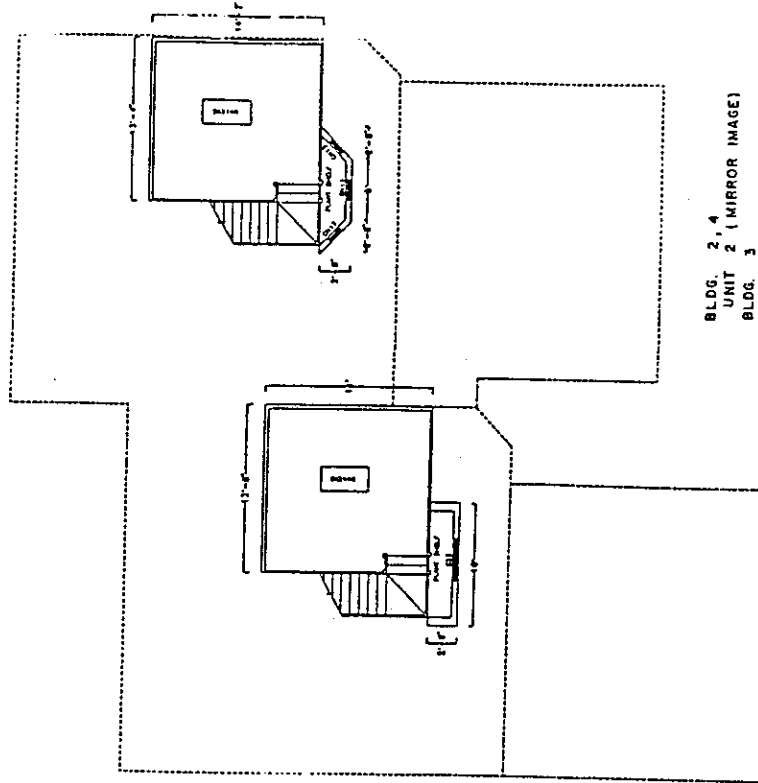
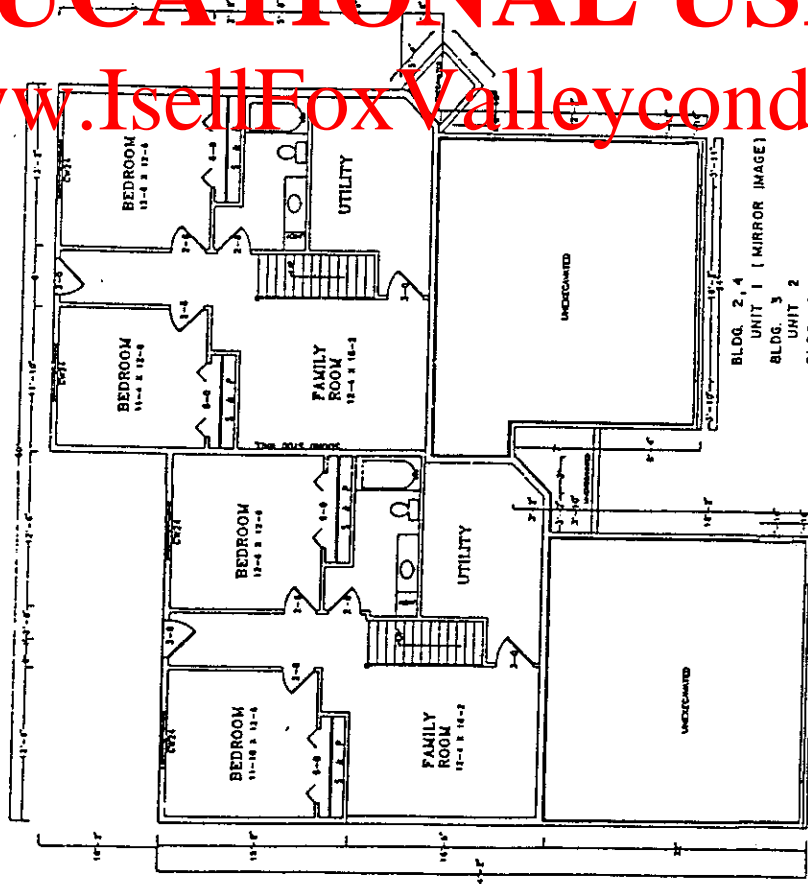
VICTORIAN VILLAGE CONDOMINIUM

AMENDMENT NO. 2

BUILDINGS: TWO, THREE, FOUR, EIGHT, NINE

FIRST FLOOR PLAN

SECOND FLOOR PLAN



BLDG. 2, 4
UNIT 2 (MIRROR IMAGE)
BLDG. 3
UNIT 1
BLDG. 8, 9
UNIT 2

BLDG. 2, 4
UNIT 2 (MIRROR IMAGE)
BLDG. 3
UNIT 2
BLDG. 8, 9
UNIT 1

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PREPARED BY:
MARTENSON & EISELE, INC.
CONSULTING ENGINEERING & LAND SURVEYING
1918 AMERICAN COURT
KEENAWA, WI 54954

DRAWING NO. 344-003
SHEET 11 OF 11
THIS INSTRUMENT DRAWN BY: P. EMMERSON

EXHIBIT C
COMMON ELEMENTS/PERCENTAGE OWNERSHIP

B = Building

U = Unit

PHASE I

<u>B/U</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>	<u>INITIAL MONTHLY FEE</u>	<u>VOTE</u>
2/1	W6115 Victorian Drive	*1/24	\$55.00	1
2/2	W6117 " "			
3/1	W6121 " "	"	"	"
3/2	W6123 " "	"	"	"
4/1	W6127 " "	"	"	"
4/2	W6129 " "	"	"	"
5/1	W6133 " "	"	"	"
5/2	W6135 " "	"	"	"
1/1-16	W6143 " "	"	\$45.00	"

Once Phase II officially has begun and as recorded under Section 703.26(3) of the Wisconsin Statutes, each interest in the Condominium shall be equal to 1/124th of the Condominium.

Phase II - Future Expansion

Phase II of the Condominium shall consist of six (6) sixteen (16) Unit Type B Condominium

buildings and two (2) duplex Type A Unit Condominium buildings.

Units 1-16	W6153 Queen Ann Lane	1/124	\$45.00	1
Units 1-16	W6163 Queen Ann Lane	1/124	\$45.00	1
Units 1-16	W6164 Victorian Drive	1/124	\$45.00	1
Units 1-16	W6154 Victorian Drive	1/124	\$45.00	1
Units 1-16	W6144 Victorian Drive	1/124	\$45.00	1
Units 1-16	W6139 Victorian Drive	1/124	\$45.00	1
1/1	N9635 Coop Road	1/124	\$55.00	1
1/2	N9633 Coop Road	1/124	\$55.00	1
2/1	N9629 Coop Road	1/124	\$60.00	1
2/2	N9627 Coop Road	1/124	\$60.00	1

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EXHIBIT D EXPANSION

Pursuant to Section 703.26, Wisconsin Statutes, this Exhibit D describes the procedure, interests, expenses and surpluses associated with this expandable Condominium.

1. **Parcel Which May Be Added:** The description of the parcel which may be added hereto is as follows:

Lot 1 of Certified Survey Map No. 1831 being 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

LESS

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 South 00 degrees 30 minutes 53 seconds East, 35.06 feet; thence South 89 degrees 29 minutes 07 seconds West, 33.00 feet; thence South 38 degrees 53 minutes 17 seconds West, 460.96 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 89 degrees 29 minutes 07 seconds East, 612.79 feet; to the point of beginning, containing 135669 square feet (3.11 acres).

2. **Common Elements/Expenses/Surpluses:** 1/124th
3. **Vote:** One per Unit
4. The maximum number of Units which may be added is One Hundred (100).
5. The annual budget of the Condominium is based upon full occupancy of all Twenty-Four (24) Units. Each Unit shall be responsible for only its percent of the annual budget paid for by the Units, including payment for reserves, maintenance, etc.

3. Until all Units are sold, or changed by the Unit Owner's Association as controlled by the Units, each Unit will be assessed a fee of \$45.00-55.00 per month, irregardless of how many Units have been completed and sold. Any shortfall in funds, excluding reserves and maintenance, shall be made up by the Declarant.
4. Unit owners shall be entitled to surpluses pro rata based upon actual contributions.
5. Unit owners shall have a equal interest in the common elements at all times.
6. Each Unit shall have one vote. Each Unit completed and sold shall be entitled to vote their respective one vote. This provision is not applicable until the Association is no longer operated by the Declarant.
7. It is anticipated that other than the cost of inflation, the monthly figures for each Unit expense shall not increase.

*For purposes of this Exhibit, "completed and sold" shall mean a Unit for which a certificate of completion has been issued by the local controlling agency, and for which an Offer to Purchase has been accepted by the Declarant and a final closing has taken place.

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DATE: SEPTEMBER 13, 1995

CORP ID#
V016169

OFFICE OF THE SECRETARY OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that, on the date above written, Articles of Incorporation (or Association) of

VICTORIAN VILLAGE CONDOMINIUM UNIT OWNER'S ASSOCIATION, INC.

were filed in my office under the provisions of the Wisconsin Statutes, and in particular under
CHAPTER 181-THE WISCONSIN NONSTOCK CORPORATION LAW

THE STATE OF WISCONSIN does hereby grant unto said organization the powers and privileges conferred upon such organization by the Wisconsin Statutes for the pursuit of any purposes lawful under the chapter or section, of the Wisconsin Statutes, of its organization except as such purposes may be further limited in said Articles. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on 09/13/1995.



Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

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ARTICLES OF INCORPORATION
OF
95 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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- D. To contract for the management of the Condominium and to delegate to the party with whom such contract has been executed the appropriate powers and duties of the Association except those which require specific action by, or approval of, the Board of Directors or Members.
- E. To perform such other duties as permitted under the Condominium Ownership Act, the Declaration, these Articles of Incorporation, the Bylaws of the Association, or as directed by the Board of Directors or Members.

To accomplish the foregoing purposes, the Association shall have all common law and statutory corporate powers under the laws of the State of Wisconsin, and those powers provided by the Condominium Ownership Act and the Declaration.

ARTICLE 4 Principal Office

The principal office is located in Outagamie County, Wisconsin. The address of the principal office is N. 4688 Highway E, Kaukauna, Wisconsin 54130.

ARTICLE 5 Registered Agent and Registered Agent's Address

The name of the Corporation's initial registered agent is Dean P. Murphy and the address of the initial registered agent is N. 4688 Highway E, Kaukauna, Wisconsin 54130.

ARTICLE 6 Amendments

Section 1. Proposals for amendments to these Articles of incorporation which do not conflict with the Condominium Ownership Act or the Declaration of Condominium may be made by a majority of the Board of Directors or a majority of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Notice of such special meeting shall be given in the manner provided in the Bylaws. An affirmative vote of at least sixty-seven percent (67%) of all votes entitled to be cast by Members shall be required for approval of the proposed amendment.

Section 2. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at, or after a membership meeting at which a vote is taken to amend these Articles.

ARTICLE 7 Number of Directors

Section 1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than four (4) nor more than nine (9) persons. The initial Board of Directors shall have four (4) members and in the future, the number will be determined from time to time in accordance with the Corporation's Bylaws and this Article 7.

Section 2. Directors shall be elected by the Members in accordance with the Bylaws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one year and in the event of a vacancy, the remaining directors may appoint a director to serve the balance of said unexpired term. The directors named in Article 8 shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by appointment by the remaining directors.

Section 3. All officers shall be elected by the Board of Directors in accordance with the Bylaws at the regular annual meeting of the Board as established by the Bylaws. The Board of Directors shall elect from among the Members a President, Vice-President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Directors but no other officer need also be a director.

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ARTICLE 8

Initial Board of Directors

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The names and addresses of the initial board of directors are:

Dean P. Murphy
N. 4638 Highway E
Kaukauna, WI 54130

Christopher Murphy
N3953 Liberty Lane
Kaukauna, WI 54130

Thomas Murphy
N 4666 Old Ireland Way
Kaukauna, WI 54130

Mary S. Murphy
N 4666 Old Ireland Way
Kaukauna, WI 54130

ARTICLE 9 Members

Section 1. All unit Owners in the Condominium shall automatically be members of the Association and whose rights and responsibilities shall be prescribed by the Bylaws, the

Declaration of Condominium and these 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.

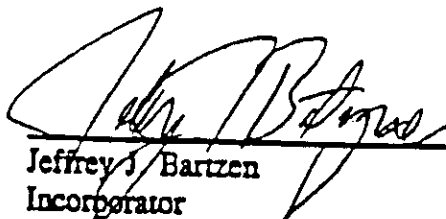
ARTICLE 10 Dissolution

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.

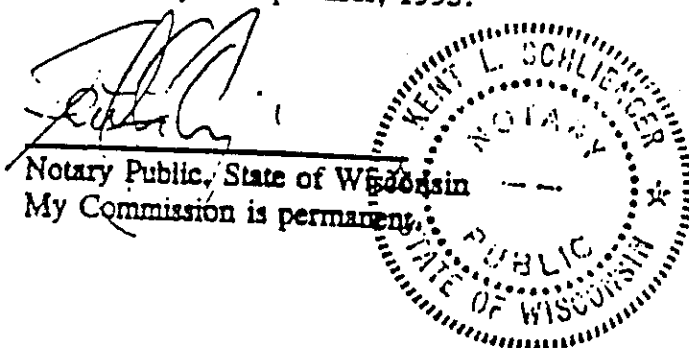
ARTICLE 11 Incorporator

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

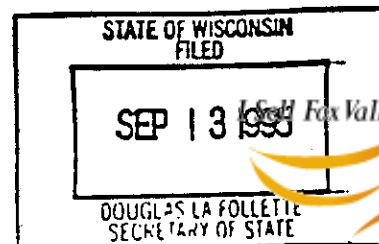
Dated: September 13, 1995.


Jeffrey J. Bartzen
Incorporator

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



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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