

WINDSOR NORTH CONDOMINIUM - DECLARATION OF CONDOMINIUM

John T. Law and Michael L. Law (hereinafter referred to as the "Declarant") do hereby make the following declaration:

NAME

1. The name by which this condominium is to be identified is "Windsor North Condominium". The addresses associated with such condominiums shall be 1799, 1809, and 1819 Alcan Drive, in the City of Menasha, County of Winnebago, Wisconsin.

DESCRIPTION OF LAND

2. It is the intent of the Declaration to subject the following described property to the condominium declaration in conformity with the Wisconsin Condominium Ownership Act as required under Sections 703.01 to 703.38 inclusive of the Wisconsin Statutes (hereinafter referred to as the "Condominium Act". The following described property shall hereinafter be referred to as "the land":

A parcel of land in the NE 1/4 of the SW 1/4 of Section One, T20N, R17E, City of Menasha, Winnebago County, Wisconsin, more fully described as follows:

Commencing at the Northeast corner of said NE-SW and extending $S1^{\circ}05'$, along the East line of said NE-SW 33.0 feet to the point of beginning; thence continuing $S1^{\circ}05'E$, along said East line, 392.0 feet; thence $S88^{\circ}55'W$ 204.52 feet to a point on the Easterly right-of-way line of Alcan Drive; thence $N7^{\circ}53'E$, along said Easterly right-of-way line 401.75 feet to a point on the South right-of-way line of Valley Road; thence $S89^{\circ}07'E$, along said South right-of-way line, 141.93 feet to the point of beginning.

EXHIBITS

3. Attached to this declaration as exhibits and incorporated by reference herein are the following:

A. Exhibit "A" which is the Plat of Survey of the land showing the location of the buildings containing the units and the location of the garage and carport buildings.

B. Exhibit "B" is a set of first floor plans of two adjacent units showing the lay-out and dimensions of the units. The units are mirror images of each other, being identical except for the reversal of the floor plans. Units 1, 3, 6, 8, 10 and 12 have the floor plan as shown on the left unit of Exhibit "B". Units 2, 4, 5, 7, 9, and 11 have the floor plan as shown on the right unit of Exhibit "B".

C. Exhibit "C" is a set of second floor plans of two adjacent units showing the lay-out and dimensions of the units. The units are mirror images of each other, being identical except for the reversal of the floor plans. Units 1, 3, 6, 8, 10 and 12 have the floor plan as shown on the left unit of Exhibit "B". Units 2, 4, 5, 7, 9, and 11 have the floor plan as shown on the right unit of Exhibit "B".

DESCRIPTION OF THE BUILDINGS

4. A. Three separate buildings have been constructed upon the land. Each building contains four two-story, three bedroom town house units. Each unit is identified by a unit number and each building has been given a separate post office address. Each building may be summarized as follows:

North Building - 1819 Alcan Drive - Units 1, 2, 3, and 4

Middle Building - 1809 Alcan Drive - Units 5, 6, 7, and 8

South Building - 1799 Alcan Drive - Units 9, 10, 11 and 12

All buildings are identical frame buildings with wood siding and without basements. The first floor of each building is a concrete slab with four (4) foot frost walls and footings. Each unit has a fenced patio with concrete floor and an outdoor storage shed.

B. A six stall garage and eight stall carport are located on the eastern portion of the land.

DESCRIPTION OF THE UNITS

5. A. Each unit is designated by a unit number. Adjacent units have their floor plans reversed as can be seen from Exhibits "B" and "C" but in all other respects such floor plans for all units are identical. The first floor of each unit consists of a living room with fireplace, a kitchen with stove, refrigerator,

dishwasher and disposal, a formal dining room, foyer, powder room and several storage closets. The stairs to the second floor are open on one side to the formal dining room. The second floor of each unit consists of three bedrooms, a bath with shower and a utility room.

Attached to or immediately adjacent to each individual unit and reserved for the exclusive use of each individual unit are the following:

- (1) First floor porch leading to the main entrance of each unit;
- (2) Attached second floor balcony;
- (3) Fenced patio with concrete floor;
- (4) Outdoor storage shed openings on to patio area.

An 8 inch masonry wall consisting of concrete block and brick has been constructed between the center and end units in each building. The walls between the two center units in each building have been insulated.

Each unit consists of approximately 1813 square feet. The square footage is computed from the exterior plane of the outside walls to the center of the interior common walls.

B. Unit Boundaries Exclusive of Patio, Storage Shed, Porch and Balcony

- (1) Horizontal Boundaries: The horizontal boundaries of all units are as follows:
 - (a) Upper Boundaries: The plane of the undersurface of the second floor drywall ceiling.
 - (b) Lower Boundaries: The plane of the upper surfaces of the ground floor slab.
- (2) Vertical Boundaries: The vertical boundaries of all units shall be:
 - (a) Exterior Building Walls: The interior plane of the exterior walls of the unit.
 - (b) Interior Building Walls: The interior plane of the interior building walls.
 - (c) Doors and Windows: The exterior plane of all unit doors and the exterior plan of all unit windows.

C. Boundaries of Patio

- (1) Horizontal Boundaries: The horizontal boundaries of all patios are as follows:

- (a) The plane of the upper surfaces of the concrete ground slab and the garden area to a depth of 12 inches below grade measured from the top of the concrete ground slab.
- (2) Vertical Boundaries: The vertical boundaries of all patios are as follows:
 - (a) The interior plane of the wood fences, the storage sheds and the exterior of the outside walls of the buildings. The patio area behind the storage sheds to the interior plane of the fence shall be divided equally between each adjacent unit by an imaginary line extending from the center of the rear of each storage shed to the fence behind it.

D. Boundaries of Storage Shed

- (1) Horizontal Boundaries: The horizontal boundaries of all storage sheds are as follows:
 - (a) Upperboundaries: The plane of the undersurface of the ceiling of the storage shed.
 - (b) Lower Boundaries: The plane of the upper surface of the ground floor slab.
- (2) The vertical boundaries of all storage sheds shall be:
 - (a) Interior Walls: The interior plane of the interior walls of the storage shed.
 - (b) Doors: The exterior plane of all doors of such storage shed.

COMMON ELEMENTS

6. The common elements are defined to mean all of the land and improvements being subjected to the Condominium Declaration except the individual units.

LIMITED COMMON ELEMENTS

7. The limited common elements are defined to include:

A. Attached to or immediately adjacent to each unit are an attached first floor porch leading to the main entrance of each unit, an attached second floor balcony, a fenced patio with concrete floor and an outdoor storage shed which opens on to the patio area. These elements are designated as limited common elements and are reserved for the exclusive use of the unit to which these elements are attached or immediately adjacent to.

B. The garages and carports are designated by number on Exhibit "A". Each garage and carport is designated as a limited common element and is restricted in its use to the unit with the same corresponding number.

C. As car stalls in garages which may be added under Paragraph 18 of this Declaration are assigned to Units to which a carport has been assigned in the Declaration, the carport assigned to the Unit shall cease to be a limited common element and shall be a common element to be used for guest parking under Rules and Regulations established by Declarant, if Declarant is exercising control or by the Board of Directors of Windsor North Condominium Owners Association Ltd. if Declarant is not exercising control.

DESIGNATED PERCENTAGE OF UNDIVIDED INTEREST

8. The owners of each unit shall be entitled to an undivided 1/12 interest in the common and limited common areas. The owners of each unit shall also have a 1/12 share in the common surpluses, if any, and in the common expenses.

VOTING

9. A. The owners of each of the units shall have one vote for each of the units owned by them and the vote shall be cast as a whole vote and may not be cast pro rata among multiple owners.

B. The By-Laws of Windsor North Condominium Owners Association may make appropriate provisions for the method of voting and proxies in the case of a unit being owned by more than one person.

STATEMENT OF PURPOSE

10. Each of the units are intended to be used and are restricted to single family residential use with all residents being 16 years of age or over.

SERVICE OF PROCESS

11. John T. Law is the person to receive service of process and his address is 1819 Alcan Drive, Menasha, Wisconsin 54952. The name or address of the resident agent may be changed by a 3/4 vote of the Windsor North Condominium Owners Association.

DECLARANT CONTROL

12. The period of time commencing on the date that the first condominium unit is conveyed by the Declarants to any person other than one of the Declarants until the earlier of: (1) Three years from such date; or (2) thirty days after the conveyance of 75% of the common element interest to purchasers; shall be known as the period of "Declarant Control". During the period of Declarant Control, the Declarant shall have the power to appoint and remove

the officers of the owners association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Condominium Act to the association of Unit Owners or its officers. The powers and responsibilities which may be exercised by the Declarants during the period of Declarant Control shall consist of, but not be limited to, to provide for the maintenance, repair and replacement of common elements and limited common elements; to collect from the Unit Owners their share of the common expenses; to provide and adopt a budget; to adopt administrative rules and regulations for the governing of details for the common elements; to provide insurance against loss or damage to the common elements and limited common elements and to provide public liability insurance and to insure against other hazards as are usual and customary in the operation of condominiums; and to exercise any other powers and responsibilities otherwise assigned by the Declaration, the Condominium Act to the association of Unit Owners or its officers. Until Declarant Control passes to the Windsor North Condominium Association Ltd. by law or by the terms of this Paragraph 12, Declarant may relinquish control to the association in full or in part or for a limited or unlimited period of time and may revoke any relinquishment of control upon written notice to the association.

RECONSTRUCTION OR REPAIR OR SALE

13. Reconstruction or repair or sale in the event of fire, casualty or disaster shall be in accordance with the following:

A. Until the termination of Declarant Control, the Declarant in the event of damage or destruction through fire, casualty or disaster, shall be the sole judge as to whether to rebuild or repair. In the event the cost of such repair or reconstruction is in excess of available insurance proceeds, the deficit shall be imposed as an assessment against the unit or units affected by such fire, casualty or other type of loss. If no decision to rebuild, repair or reconstruct is made by the Declarant within ninety days of the date of the damage or destruction to all or part of the property, or ninety days from the date when the cost of the reconstruction can be determined, whichever is later, but in no event later than 120 days from the date of the damage or destruction, then Paragraph B (3) below shall be applicable.

B. After the termination of Declarant Control or in the event of Declarant failing to decide to rebuild, repair or reconstruct within the time period as specified in Paragraph A above, in the event of damage or destruction through fire, casualty or disaster to all or any part of the property, rebuilding, repairing and reconstruction shall occur under the following circumstances:

- (1) In the event of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct or repair the building and other improvements shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the building and other improvements to substantially the same condition in which they existed prior to the fire, casualty or other disaster. Such reconstruction or repair shall be accomplished by the Board of Directors of the Association.
- (2) If the insurance proceeds are insufficient to reconstruct or repair the building or other improvements but are equal to at least ninety per cent of the cost of said reconstruction and repair, then they shall be reconstructed or repaired by the Board of Directors of the association using the insurance proceeds, and the owners of the unit or units affected by such fire, casualty or other type of loss shall be assessed for the deficiency.
- (3) If the insurance proceeds are less than 90% of the cost to reconstruct or repair the building and other improvements, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken by the members of the Owners Association within ninety days from the date of the damage or destruction to all or part of the property, or ninety days from the date when the cost of the reconstruction can be determined, whichever is later, but in no event later than 120 days, from the date of the damage or destruction.

An affirmative vote of at least 75% of the members of the Owners Association eligible to vote shall be required in order to reconstruct or repair the building and improvements and such decision shall also provide that the owners of the unit or units affected by such fire, casualty or other type of loss shall be assessed for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said period, the property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all units owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

- (4) In the event of an assessment against the unit or units affected by fire, casualty or other type of loss due to a deficiency in insurance proceeds to reconstruct or repair any improvements, the assessment against an individual unit for the deficit shall be that portion of the deficit which bears the same ratio as the damages to the particular unit bears to the total damages of all units.
- (5) When a loss covered by insurance is incurred, the Directors of the owners association are authorized to act on behalf of the Association and execute all necessary proof of loss and to receive all funds and to distribute the funds pursuant to this declaration and the By-Laws.

WINDSOR NORTH CONDOMINIUM OWNERS ASSOCIATION

14. A. Subject to Declarant Control in Paragraph 12, the administration of the condominium property shall be governed by an incorporated association in accordance with its Articles of Incorporation and By-Laws. The By-laws shall be pursuant to the provisions of Section 703.10 of the Wisconsin Statutes.

B. The name of the association shall be Windsor North Condominium Owners Association Ltd.

C. The members of the association shall consist of the record owners of the units in Windsor North Condominium. Each unit shall have one vote allocated to it which the owners of the unit may vote. The number of directors on the Board of Directors of the Association shall be fixed in the By-Laws, but shall consist of not less than three persons, not more than one being a non-unit owner. The By-Laws of Windsor North Condominium Owners Association, Ltd. shall make appropriate provisions for the method of election and/or appointment of the Directors and their removal.

ASSESSMENT AGAINST UNIT OWNERS

15. The common expenses requisite for the operation of Windsor North Condominium shall be charged to the unit owners in accordance with the percentage of their undivided interests in the common elements hereinabove set forth, and such sum shall be a lien against the unit pursuant to the provisions of Section 703.16 of the Wisconsin Statutes.

MAINTENANCE

16. A. The owners association shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements including but not limited to, portions of the building which contribute to the support of the building, outside walls, structural slabs, the roof, the upper boundary walls and load

bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities services to the units (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures within the units).

B. Each unit owner shall maintain, repair and replace at his expense all portions of the unit except that which is to be maintained and repaired or replaced by the owners association.

METHOD OF AMENDING DECLARATION

17. This declaration may be amended with the written consent of 75% of the unit owners and mortgagees. An amendment becomes effective when it is recorded in the same manner as the Declaration.

EXPANDABLE NATURE OF CONDOMINIUM

18. A. Declarant reserves the right to expand this Declaration and the Condominium.

B. The land to be added to the Declaration to become part of this Condominium is described as:

That part of the Northwest Quarter of the Southeast Quarter of Section 1, T20N, R17E, Town of Menasha, Winnebago County, Wisconsin, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 1; thence Southerly, along the West line of said Southeast Quarter, 223.0 feet to the point of beginning; thence continuing Southerly, along said West line, 150.0 feet; thence Easterly, at right angles to said West line, 140.0 feet; thence Northerly, parallel with said West line 150.0 feet; thence Westerly, at right angles to said West line, 140.0 feet to the point of beginning, containing 0.48 acres, more or less.

C. Eighteen car stalls and two buildings shall be built on the land described in Paragraph 18B. When added, the car stalls shall be limited common elements. The garage building shall be located approximately as appears on the Condominium Plat. Each car stall of the garages shall be restricted in use to the unit to which it is assigned by the Board of Directors of the Windsor North Condominium Owners Association Ltd. or by the Declarant, if Declarant is exercising control. The plan is to ultimately have for each unit two car stalls as limited common elements located among all of the garage buildings in the condominium.

D. The cost of the land and garages described in this Paragraph 18 shall be paid for by the association in the manner that all common and limited common elements are paid for, and shall be an assessments against the units.

E. The land and garages described in this Paragraph 18 need not be added to this condominium.

EASEMENTS

19. The storage sheds for Units #4, 7, and 11 contain telephone junction boxes and wiring to or from which all units receive telephone services. Access to such junctions and the right to service the wiring in the boxes and to install or remove wiring by gaining access to the interior of these storage sheds shall be reserved to the party servicing the telephone equipment.

CONVEYANCE OF USE OF LIMITED COMMON ELEMENTS

20. Any unit owner of a unit to which the use of any limited common element is restricted may grant by deed, subject to the rights of any existing mortgagee, the use of such limited common element to any other unit owner. Thereafter, the grantor shall have no further right to use the limited common element.

APPLICABILITY OF DECLARATION AND BY-LAWS

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

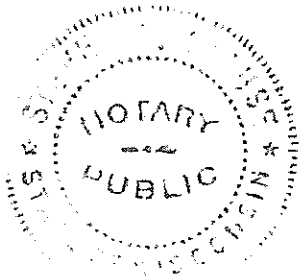
TERMINATION

22. A. All of the unit owners may remove all or any part of the property from the provisions of the Wisconsin Condominium Ownership Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interests of the unit owner in the property.

B. Upon removal of any property from the provisions of the Wisconsin Condominium Ownership Act, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

STATE OF WISCONSIN)
)SS.
OUTAGAMIE COUNTY)

Personally came before me this 16th day of March, 1979,
John T. Law and Michael L. Law, to me known to be the persons
who executed the foregoing instrument and acknowledged the same.



 C. P. Krause
Notary Public, Outagamie County, Wisconsin
My commission is permanent

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF
WINDSOR NORTH CONDOMINIUM OWNERS ASSOCIATION LTD.

A meeting of the directors of Windsor North Condominium Owners Association Ltd. was held on the 27th day of March, 1980. All directors were present in person.

Officers for the following year were elected as follows:

President and Treasurer	John T. Law
Vice President and Secretary	Michael L. Law

Upon motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED: that the First National Bank of Appleton, Appleton, Wisconsin, is hereby designated as depository of the corporation's funds and John T. Law and Michael L. Law are designated as persons who can individually sign checks on the corporation's account.

It was noted that the actual cash expenditures of the condominium declarants, thus far, for snow removal, insurance, utilities, law care, and similar common expenses was \$1,285.00. It was decided that these common expenses shall be prorated among the unit owners in proportion to their percentage ownership interests in the condominium.

A discussion followed concerning possible rule changes. Upon motion duly made and seconded, the following resolution was unanimously adopted:

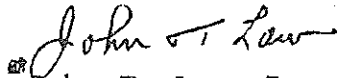
RESOLVED: that Rule 8 of the Rules and Regulations of the Windsor North Condominium Owners Association Ltd. shall be amended to read in its entirety as follows:

8. Occupants, either unit owners or tenants, who resided in units of Windsor North prior to the conversion of Windsor North into the condominium form of ownership shall be allowed to keep what pets they had at the time of the filing of the Declaration of Windsor North Condominium. Such occupants, should they desire to replace such pets, and all other occupants of Windsor North who desire pets shall be subject to the following limitation. Pets which shall be permitted shall include:

- A. Dogs and cats not in excess of 10 pounds nor greater than 18 inches in length;
- B. Birds not in excess of 10 inches in length;
- C. Aquariums not in excess of 20 gallons.

All pets, when not within a unit, shall be kept on a leash at all times and shall be made to walk and relieve themselves along the sides of the adjacent public roadway where lawns have not been established.

Respectfully submitted,


John T. Law, President
WINDSOR NORTH