

WINDFIELD PLACE CONDOMINIUMSDECLARATION OF CONDOMINIUM

T & J Corporation and Windfield Place, Inc., Wisconsin corporations located at Neenah, Wisconsin, the "Joint Declarants," and herein collectively referred to as "the Declarant" make the following declaration:

Purpose of Declaration

The purpose of this declaration is to submit the land described below to the Wisconsin Condominium Ownership Act as required by Chapter 703 of the Wisconsin Statutes.

Name and Address

The name by which this condominium is to be identified is Windfield Place Condominiums, and its address is Windfield Place, Appleton, Wisconsin 54911.

Description of Land

The land which the Declarant hereby submits to this declaration under the terms of the Wisconsin Condominium Ownership Act has the following legal description:

All that part of Lot 1, Block 16, Northwood Park Plat and part of Service Road adjacent to Said Lot 1, City of Appleton, Outagamie County, Wisconsin, more fully described as follows:

Commencing at the intersection of the South line of Said Service Road, which is also the North line of Northland Avenue and the East line of said Lot 1 extended Southerly; thence S 38°-16'-00" W, along the North line of Northland Avenue, 17.50 feet to the point of beginning; thence N 25°-06'-00" E, 153.50 feet; thence N 35°-24'-00" W, 126.00 feet; thence N 9°-14'-00" W, 158.68 feet to a point on the South line of Windfield Place; thence along the arc of a curve 90.20 ft. which has a radius of 431.67 feet and a chord of 90.03 feet which bears N 85°-44'-50" W; thence continuing along said South line of Windfield Place S 88°-16'-00" W, 95.63 feet; thence along the arc of a curve in the south line of Windfield Place 49.45 feet, which has a radius of 431.67 feet and a chord of 49.39 feet which bears S 83°-05'-52" W; thence S 07°-49'-35" E, 406.42 feet to a point on the North line of Northland Avenue; thence N 88°-16'-00" E, along the North line of Northland Avenue, 212.50 feet to the point of beginning.

Description of Units

The condominium consists of five buildings. Four buildings contain four units each and one building contains two units. The locations of the buildings and units are designated on the Condominium Plat.

The perimeters of each unit are the inside surfaces of all walls, the floor and ceiling, each before finishing. All windows, window frames and doors, including all glass in all windows and doors, shall be considered a part of the unit.

Description of Common Areas and  
Limited Common Areas

The common areas include the land, foundations, beams, supports, walls and roofs, walks, parking areas and driveways, landscaping and other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use. With the exception of those portions of the common areas which are limited below, each unit has access and use of all of the common areas.

Limited common areas are portions of the common areas reserved for the exclusive use of a particular unit and other portions of the common areas which in normal use are for the exclusive use of one or more but less than all of the units.

Percentage Interest and Number of Votes

Each unit shall have an undivided 1/18th percentage interest in the common elements, common expenses and common surpluses.

Each unit shall be entitled to one vote at meetings of the Owner's Association.

Purpose of Units

Each of the units is intended to be used and is restricted to residential purposes only. The rules and regulations found in this declaration, in the by-laws and in the administrative rules are intended for the protection and benefit of all. The aesthetic considerations involved in this condominium are likewise for the benefit of maintaining the pleasant life style at Windfield Place Condominiums. Therefore, it is necessary that no alterations of any kind of the exterior portions of the units or buildings be made without the express permission of all the other unit owners. Likewise, it is understood that the equipment and other articles of day-to-day life are to be stored out of sight when not in use. These and other small details add up to provide consistently pleasing surroundings for those who live in and visit the condominiums. Units may be rented by the Declarant or by unit owners but only with written approval of the Board of Directors of the Owner's Association.

Windfield Place Condominiums Owner's Association

- a. Administration. The administration of the condominium property shall be governed by an association in accordance with by-laws made pursuant to Sections 703.10 and 703.15 of the Wisconsin Statutes.
- b. Name. The name of the association shall be Windfield Place Condominiums Owner's Association.
- c. Members. The members of the association shall consist of the record owners of the units in the condominium.
- d. Board of Directors. The affairs of the association and operation of the condominium shall be governed by the board of directors. Initially, the board of directors shall consist of three persons chosen by the Declarant. Because of the expandable nature of the condominium the Declarant shall continue to appoint the board members until Section 703.15, Wisconsin Condominium Ownership Act requires otherwise. The "total units" possible shall be 58 units.

When 25% of the total units have been conveyed by the Declarant, the association shall hold a meeting and unit owners other than the Declarant shall elect an additional member of the board of directors. The other three board members shall continue to be appointed by the Declarant. When 50% of the total units are conveyed by the Declarant, the association shall hold a meeting and unit owners other than the Declarant shall elect one more additional member of the board of directors. The other three board members shall continue to be appointed by the Declarant. The board of directors thereafter shall consist of five members. Thirty days after 75% of the total units have been conveyed by the Declarant, a meeting of all unit owners, including the Declarant if it continues to own units, shall be held to elect replacements for the three board members previously appointed by the Declarant.

- e. Interim Administration. Until the election called for in Section d. after sale of 75% of the total units, or until such earlier time as Declarant chooses, the management and administration of the condominium shall be vested in the Declarant through the members it appoints to the board of directors. The Declarant, therefore, shall have, among other powers, the right to adopt by-laws; to amend same, to provide for the maintenance, repair and replacement of common elements; to collect from unit owners their share of common expenses; to provide and adopt a budget; to adopt administrative rules governing the condominium; to provide insurance against loss or damage to the common elements and to provide public liability insurance and to insure against

other hazards as are usual and customary in the operation of the condominium; and to exercise such other powers and responsibilities of the association and its officers as may reasonably be needed for the operation of the condominium property.

Assessment Against Unit Owners

The common expenses needed for the operation of the condominium shall be charged to the unit owners in accordance with the percentage of their undivided interest in the common elements and facilities as set forth above, and such amount shall be a lien against the unit in accordance with the provisions of Section 703.16 of the Wisconsin Statutes. Other charges against unit owners will also be liens against a unit as provided for in the by-laws of the Owner's Association.

Maintenance

- a. The Owner's Association shall be responsible for the maintenance, repair and replacement of the common and limited common areas.
- b. Each unit owner shall maintain, repair and replace at his or her expense, all portions of the unit. No unit owner shall paint or otherwise decorate or change any portion of the condominium buildings not within the boundaries of his or her unit, without the express permission of all the other unit owners. In addition, each unit owner shall maintain and repair all doors and windows, provided that if it becomes necessary to replace any door or window, the replacement shall be as identical to the original door or window as possible. Further details on maintenance are included in the by-laws and administrative rules of the Owner's Association.
- c. Maintenance charges which will be assessed by the Owner's Association against each unit shall include as a part of that charge an amount to be set aside in a reserve for future repairs and capital expenditures.
- d. No maintenance charges shall be assessed against units which are in an uncompleted building unless said unit has been sold or rented. However, the Declarant will assume responsibility for maintenance charges upon completion of a building for all units in that building that are not yet sold or rented.

Reconstruction or Repair or Sale

In the event of damage to all or part of the common elements of the condominium, Section 703.18 of the Wisconsin Condominium Ownership Act shall control, and in all events, a 75% vote of the Association shall be determinative as to what actions shall be taken.

Method of Amending Declaration

This declaration may be amended by the affirmative vote of the owners and mortgagees of 75% of all of the units in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. No amendment shall change any unit's appropriate share of the common elements, common expenses or the voting rights unless all of the owners of the units shall approve thereof. Notwithstanding the foregoing, Declarant retains the right to amend the Declaration with regard to expansion as provided by Sections 703.09(2) and 703.26, Wisconsin Condominium Ownership Act.

Applicability of Declaration and By-Laws

The acceptance of a deed or conveyance or entering into occupancy as an owner or guest of any unit shall constitute an acceptance of the provisions of this declaration, the by-laws and the rules and regulations adopted pursuant thereto as such documents are amended from time to time. 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. 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.

Utility Easement

Declarant reserves the right to grant, convey, transfer, cancel, relocate, establish and deal with, upon such terms as it may determine, easements in favor of public and private utilities over and upon the common elements and facilities for the purpose of providing, constructing, operating, adding to, repairing, maintaining and removing utility services in and to the units.

Termination

- a. All of the unit owners acting jointly may terminate this condominium by an instrument drawn to such effect, duly and properly executed and recorded, provided, however, that such termination shall not be effective unless the same complies with the provisions of Section 703.28 of the Wisconsin Statutes, and upon such termination, the property shall be deemed to be owned in common by unit owners. Following termination, the property may be partitioned and sold upon application of a unit holder.
- b. The members of the board of directors, acting collectively as agent for all unit owners, shall continue to have such powers as are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

- c. The termination of a condominium shall not bar the creation of another condominium affecting the same property.

Other Provisions

A. Transfer of Declarant's Interest. The Declarant hereby reserves the right to assign or convey some or all of its rights, duties, powers and obligations to one or more third parties who shall then acquire all the same rights, duties, powers and obligations as set forth in this declaration as if said third party was the original Declarant of the condominium.

B. Expansion. Declarant hereby reserves the right to expand the condominium. The Parcels which may be added to the condominium are as follows:

PHASE II

All that part of Lot 1, Block 16, Northwood Park Plat and part of Service Road adjacent to Said Lot 1, City of Appleton, Outagamie County, Wisconsin, more fully described as follows:

Commencing at the intersection of the South line of Said Service Road, which is also the North line of Northland Avenue and the East line of said Lot 1 extended Southerly; thence S 88°-16'-00" W, along the North line of Northland Avenue, 320.50 feet to the point of beginning; thence N 01°-44'-00" W, 160.00 feet; thence N 31°-56'-45" W, 102.58 feet; thence N 01°-44'-00" W, 83.00 feet to a point on the South line of Windfield Place; thence along the arc of a curve in the South line of Windfield Place 183.58 feet, which has a radius of 431.67 feet, a chord of 182.20 feet, which bears N 79°-33'-00" W; thence on the arc of a reverse curve in the said South line of Windfield Place 93.38 feet, which has a radius of 431.67 feet, a chord of 93.20 feet which bears N 73°-33'-50" W; thence S 09°-14'-00" E, 158.68 feet; thence S 35°-24'-00" E, 126.00 feet; thence S 25°-06'00" W, 153.50 feet to a point on the North line of Northland Avenue; thence N 88°-16'-00" E, along the said North line, 297.00 feet to the point of beginning.

PHASE III

All that part of Lot 1, Block 16, Northwood Park Plat and part of Service Road adjacent to said Lot 1, City of Appleton, Outagamie County, Wisconsin, more fully described as follows:

Commencing at the intersection of the South line of Said Service Road, which is also the North line of Northland Avenue and the East line of said Lot 1 extended Southerly; thence N 00°-25'-00" E, along the East line of Park Drive La., 331.88 feet to the intersection of the South line of

Windfield Place; thence S 88°-16'-00" W, along the South line of said Windfield Place, 384.57 feet; thence S 01°-44'-00" E, 83.00 feet; thence S 31°-56'-45" E, 102.58 feet; thence S 01°-44'-00" E, 160.00 feet to a point on the North line of Northland Avenue; thence N 88°-16'-00" E, along the North line of Said Northland Avenue, 320.50 feet to the point of beginning.

The maximum number of units which may be added are 40, making a total potential of 58 units. All units shall have one vote and their undivided percentage interest shall be:

1  
total units of  
prior phases and  
phase unit is in

Resident Agent

John D. Schmerein is the initial person to receive service of process, and his place of business is 815 River Lane, Neenah, Wisconsin. The person designated to receive service of process may be removed by the Declarant at any time up until it sells 75% of the total number of units in this condominium and thereafter by a majority vote of the unit owners. In the event of removal, resignation or death of a person designated to receive service of process, the vacancy may be filled by the Declarant until it has sold 75% of the total units and thereafter by a majority vote of the unit owners. When the Declarant or its successor has sold 75% of the total units of this condominium, then immediately the person designated for service of process shall be the president of the Owner's Association. Said person shall remain as the person designated for service of process until the Owner's Association meets and decides otherwise.

IN WITNESS WHEREOF, the said T & J Corporation and Windfield Place, Inc. have caused these presents to be signed by the officers of said corporation.

Dated this 3rd day of February, 1984.

T & J CORPORATION  
Joint Declarant

By: John D. Schmerein  
John D. Schmerein, President

ATTESTED:

By: Margaret G. Schmerein  
Margaret Schmerein, Secretary

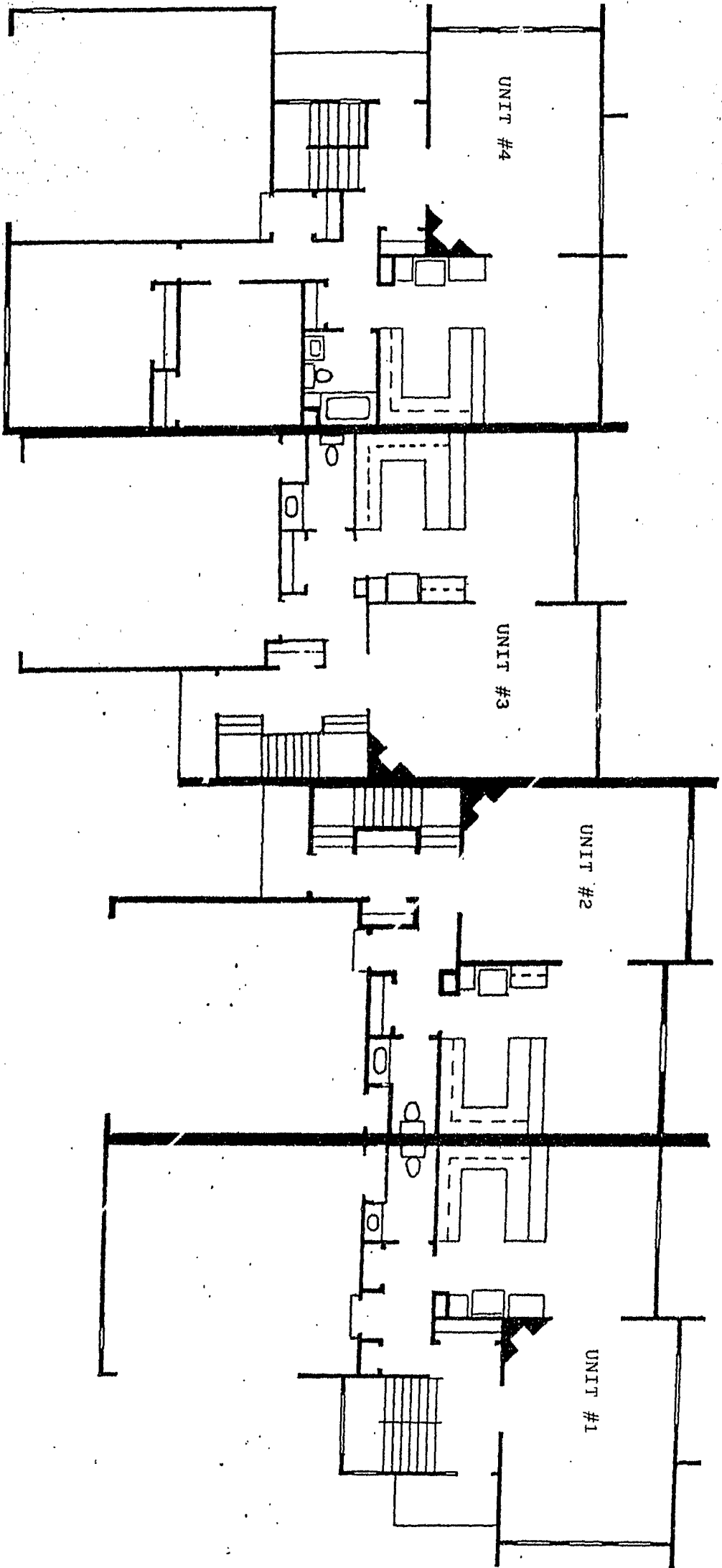
WINDFIELD PLACE, INC.  
Joint Declarant

By: Stephen A. Winter  
Stephen A. Winter, President

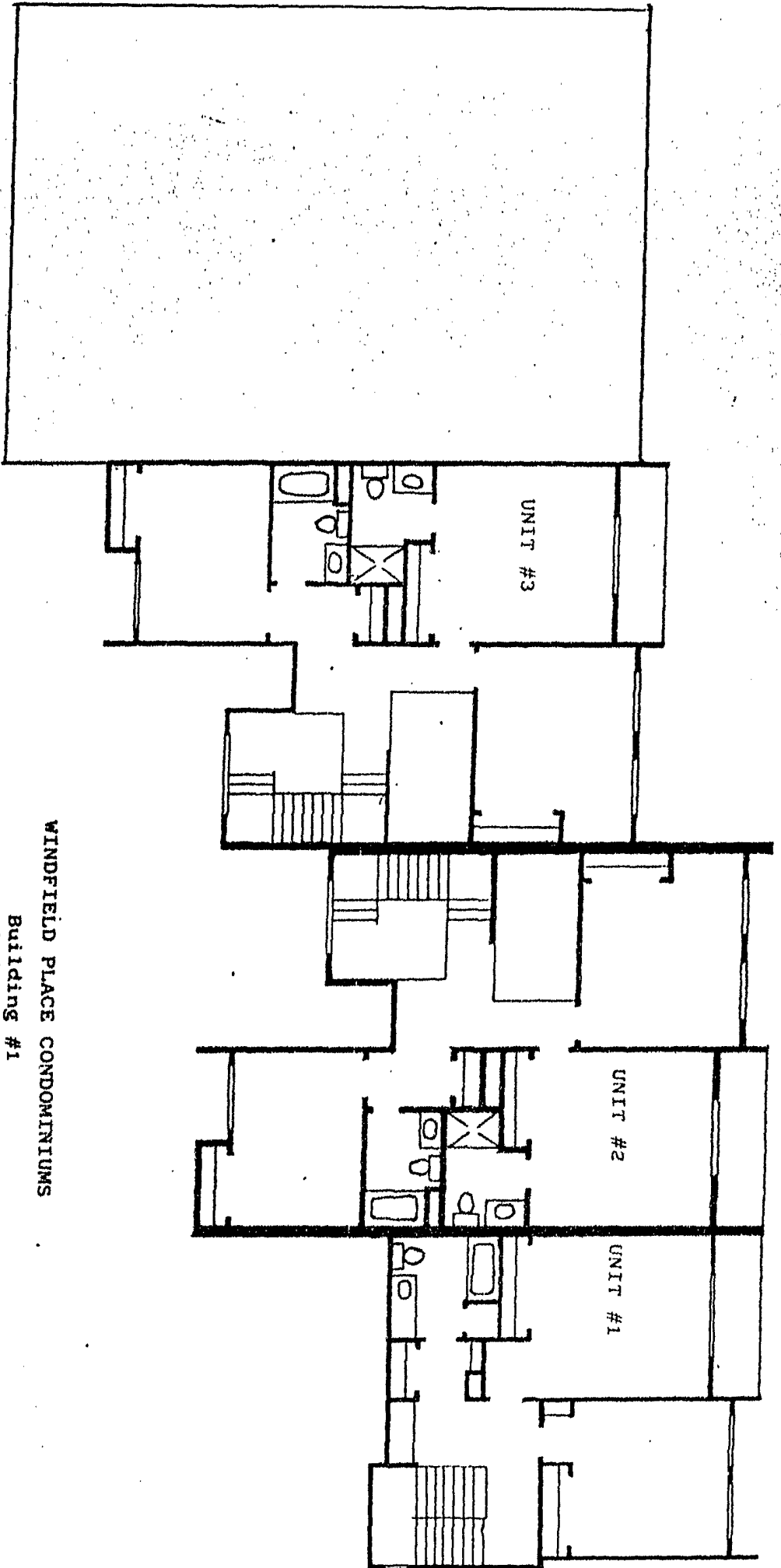
ATTESTED:

By: Guy Smith  
Guy Smith, Secretary

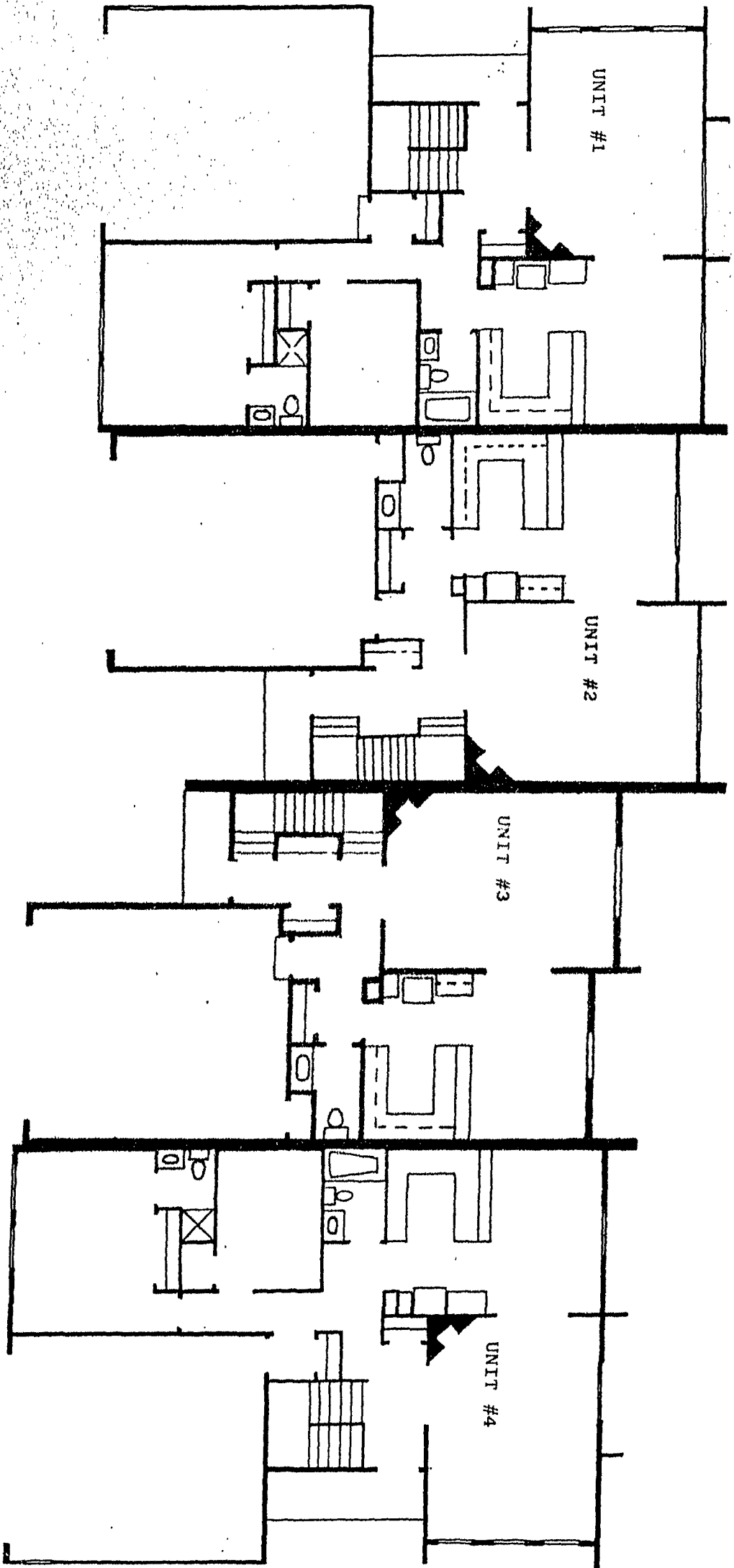




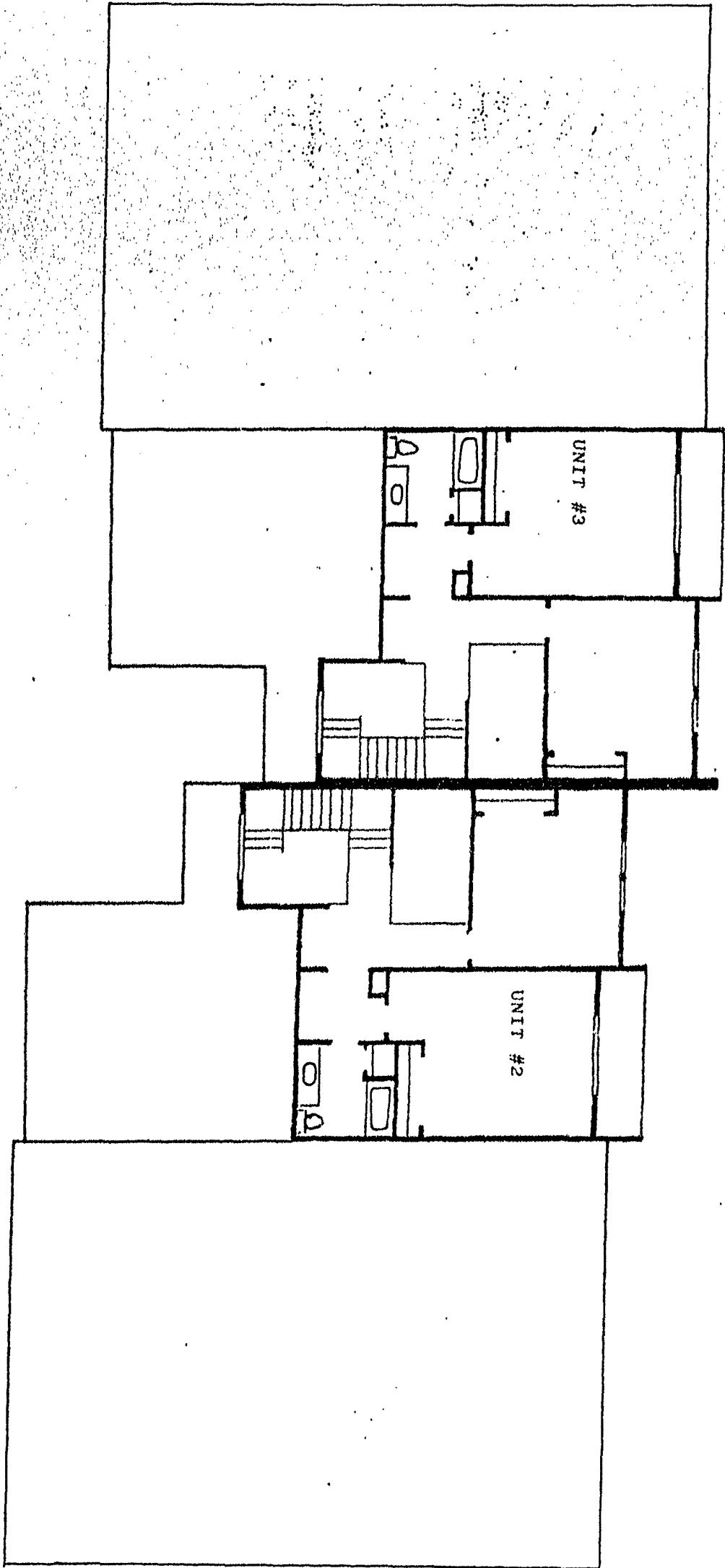
WINDFIELD PLACE CONDOMINIUMS  
Building #1  
1st floor



WINDFIELD PLACE CONDOMINIUMS  
Building #1  
2nd floor



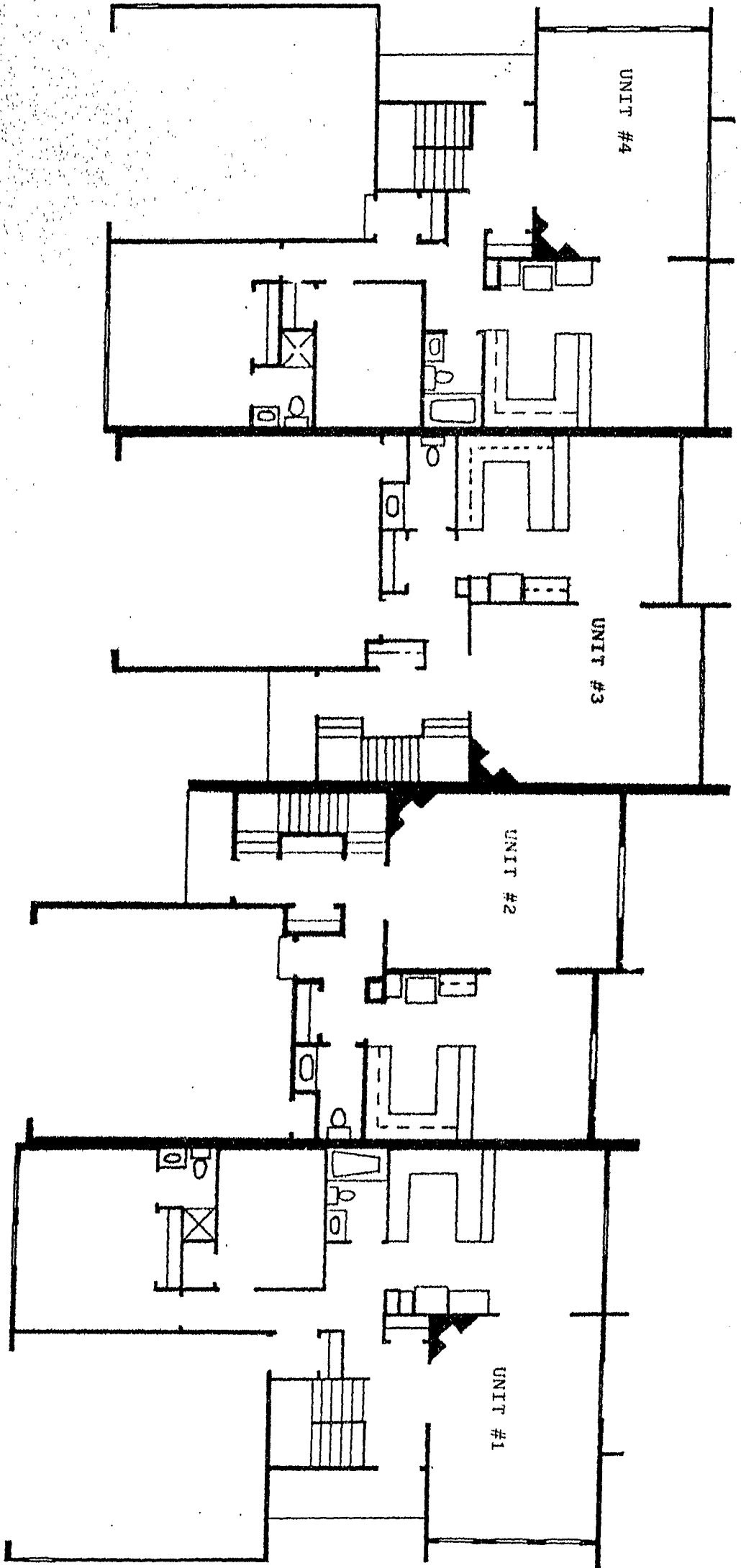
WINDFIELD PLACE CONDOMINIUMS  
Building #2  
1st floor



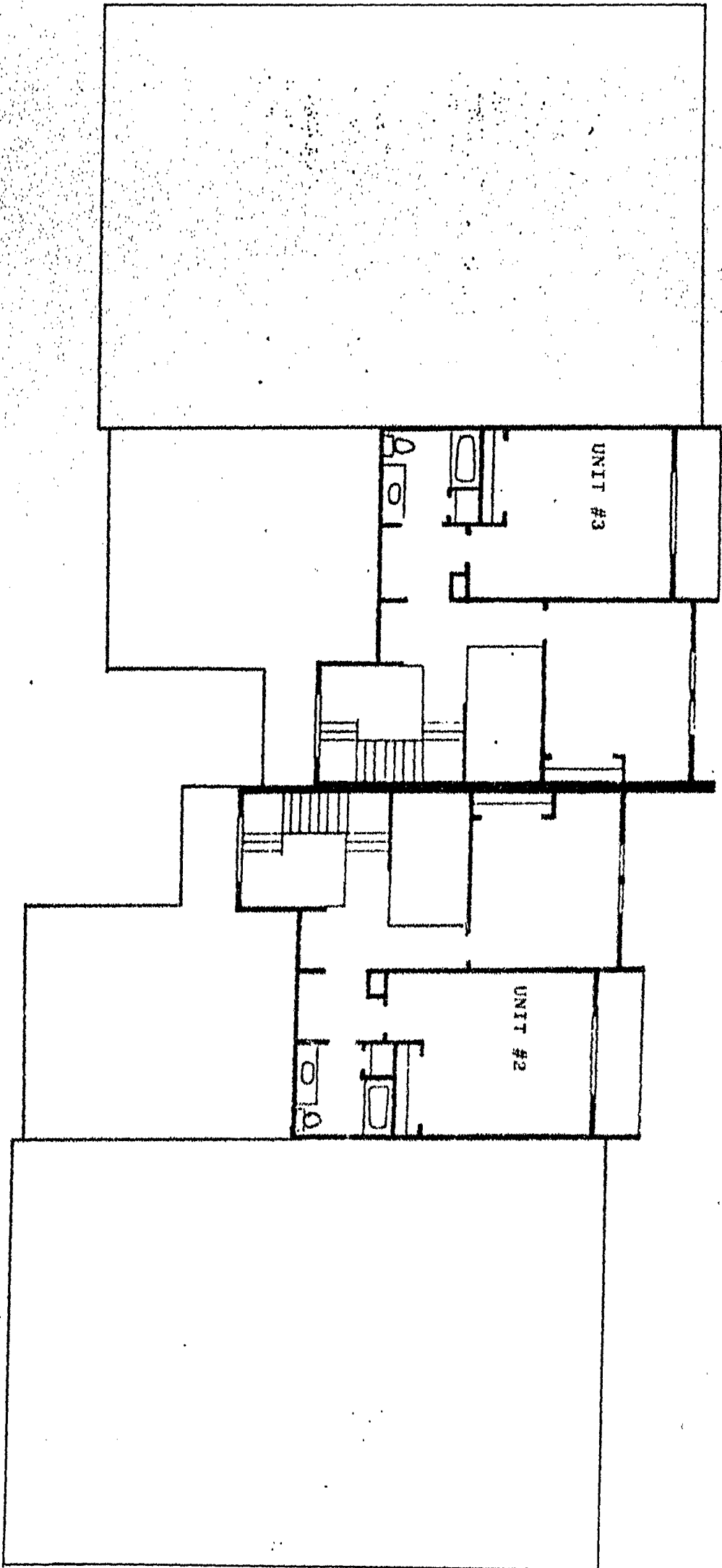
WINDFIELD PLACE CONDOMINIUMS

Building #2

Second floor

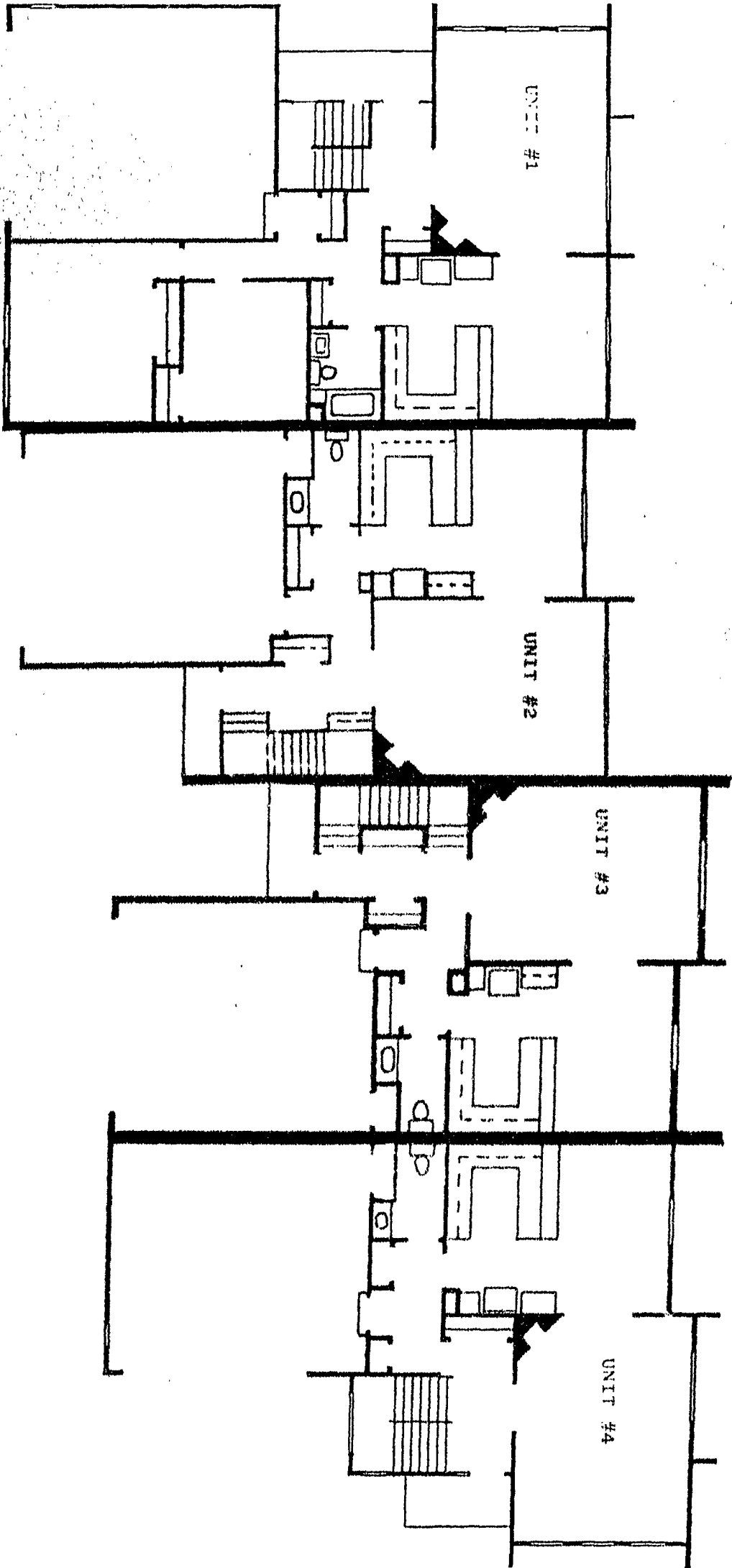


WINDFIELD PLACE CONDOMINIUMS  
Building #3  
1st floor



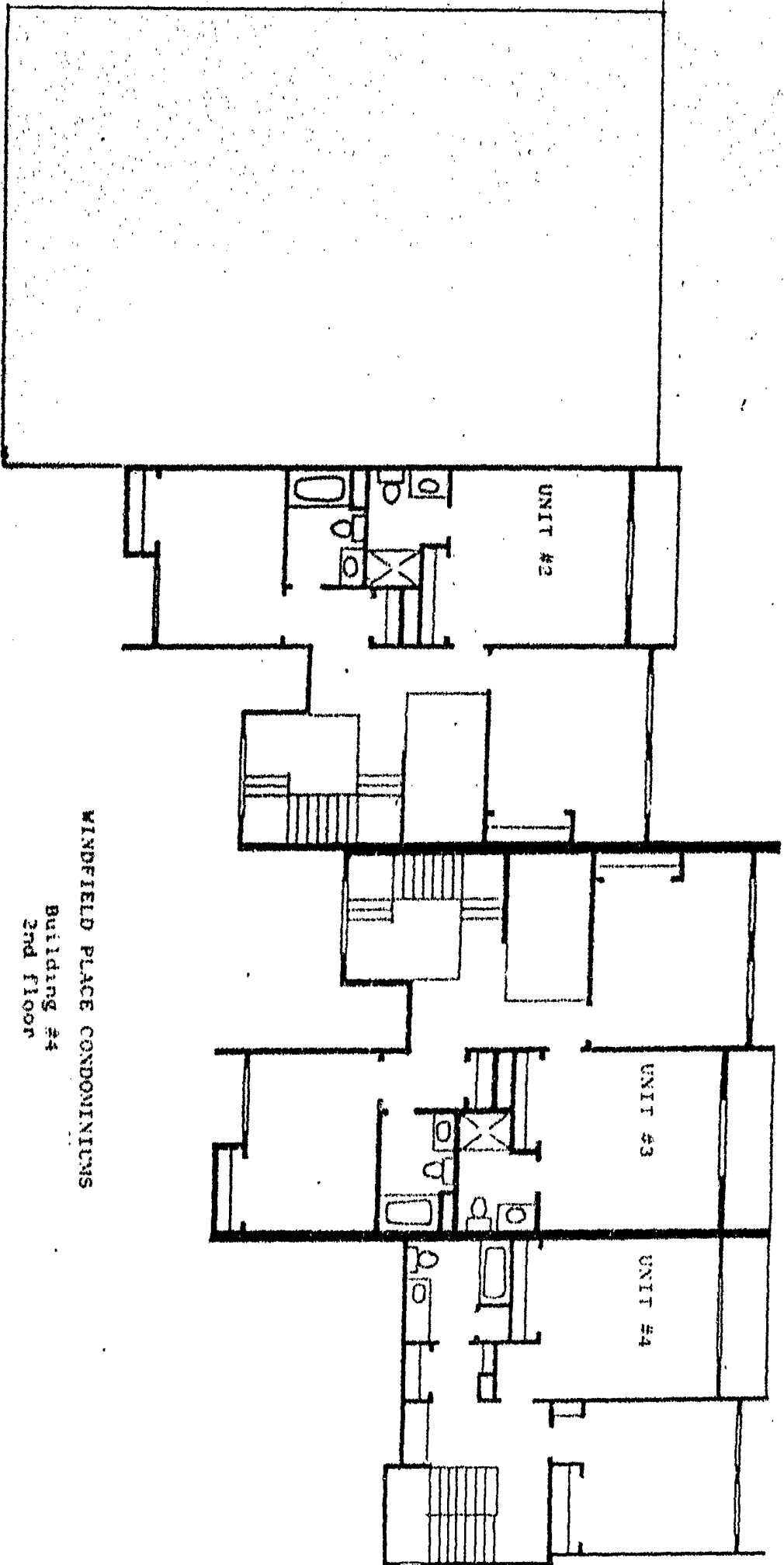
WINDFIELD PLACE CONDOMINIUMS

Building #3  
2nd floor



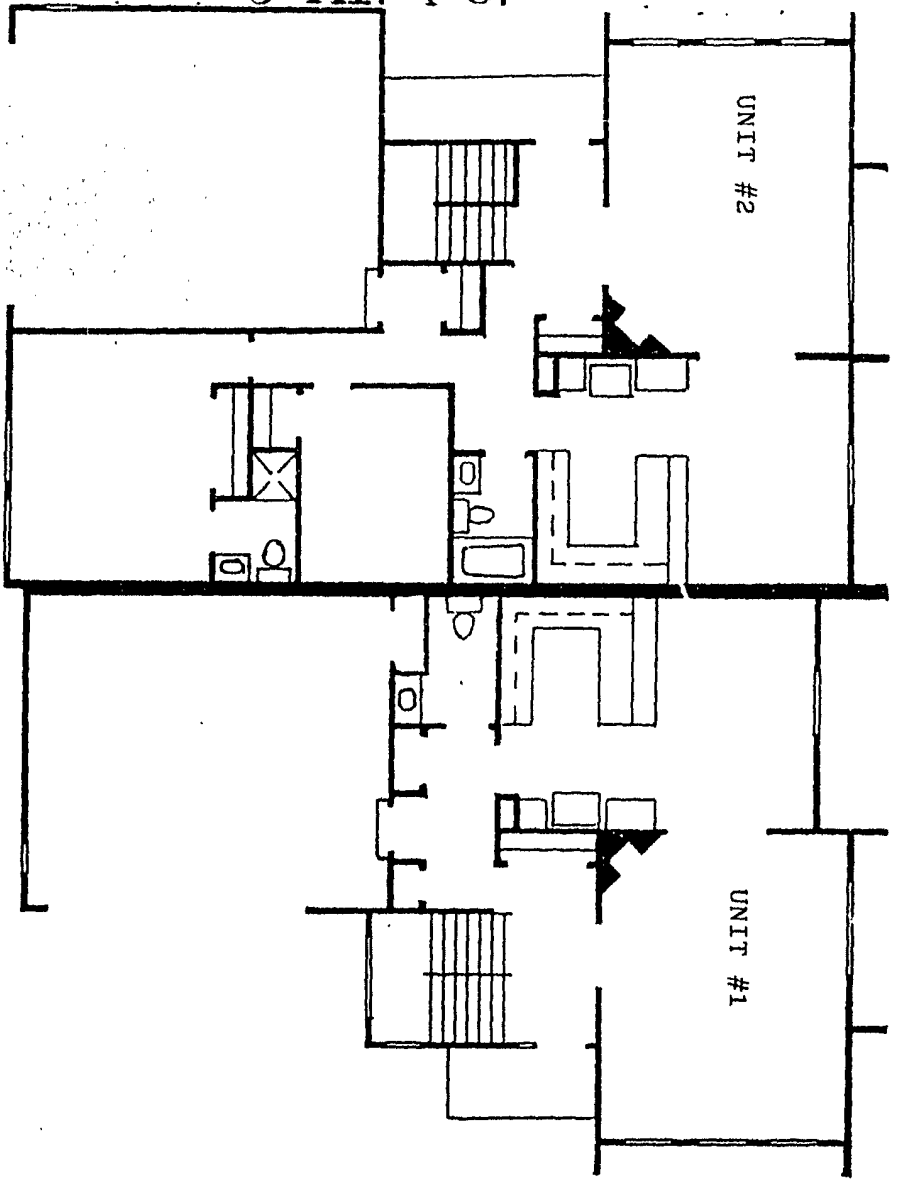
WINDFIELD PLACE CONDOMINIUMS

Building #4  
1st floor



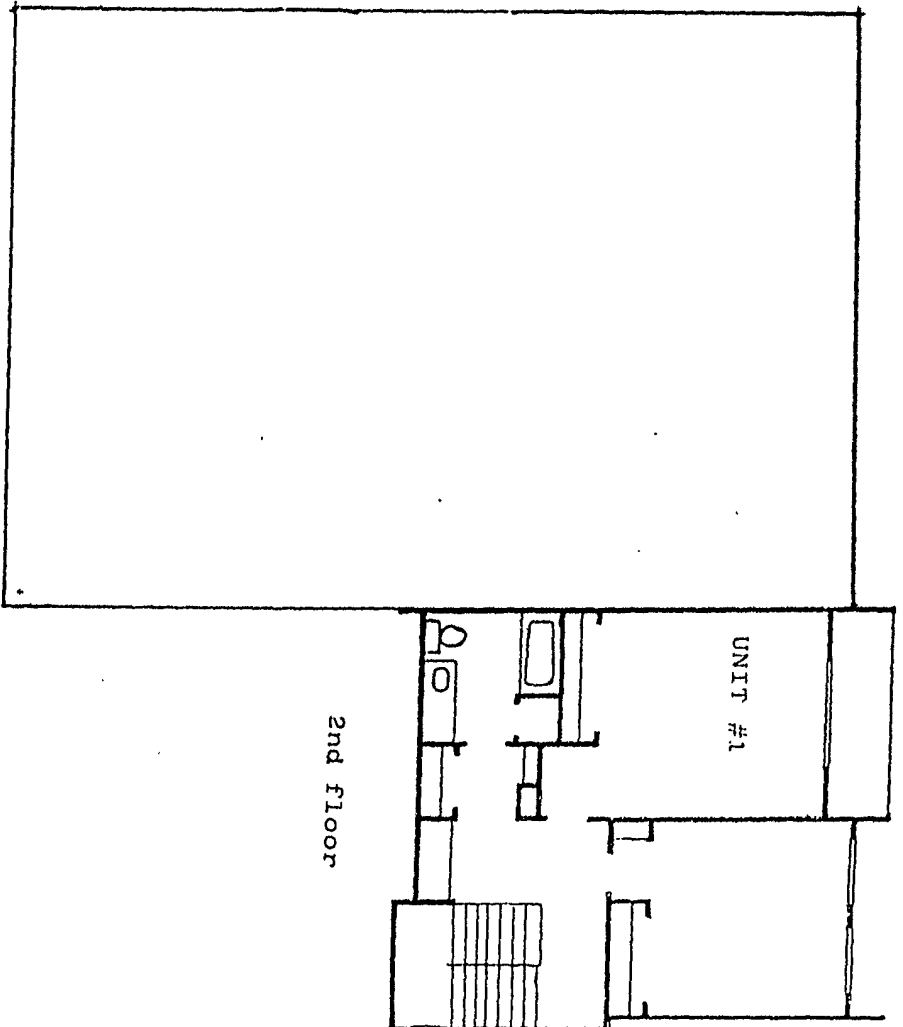
WINDFIELD PLACE CONDOMINIUMS  
Building #4  
2nd floor

J 4417 1 37



1st floor

WINDFIELD PLACE CONDOMINIUMS  
Building #5



2nd floor

OUTAGAMIE

Document #

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WINDFIELD PLACE CONDOMINIUMS  
DECLARATION OF CONDOMINIUMS

REGISTER'S OFFICE  
OUTAGAMIE COUNTY, WI.  
RECEIVED AND RECORDED ON

FEB 7 1984

AT 11 O'CLOCK a.M.  
IN JACKET 4417 IMAGE 31-38  
Trace Herb dv  
REGISTER OF DEEDS

pd  
36.00

PHOTOCOPY IN FILE. X.

KARL VOLKMAN

CENTURY 21 ROLLIE

WINTERS