

BY-LAWS

The original By-Laws were dated February 7, 1984.

The current copy - retyped December 2006 includes all amendments made to the By-Laws through the years.

WINDFIELD PLACE CONDOMINIUMS

BY-LAWS

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ARTICLE ONE: PURPOSE

1. The purpose for which this unincorporated Association is formed is to govern and administer the condominium property known as Windfield Place Condominiums (hereinafter "the condominium"), which has been submitted to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, by the recording in the office of the Register of Deeds for Outagamie County, Wisconsin, of the Windfield Place Condominiums, Declaration of Condominium and Plat attached thereto (the "Declaration"), on February 7, 1984, in Jacket 4417 at Image 21-38 as Document #839591.

1.2 All present or future owners or tenants of the condominium or their guests or employees, or any other person who might use the condominium in any manner are subject to these by-laws and any administrative rules which may be made applicable to the use and operation of the condominium, (See Article 8, Section 8.2 of these by-laws.)

ARTICLE TWO: DEFINITIONS

2.1 The following words or phrases when used in these by-laws shall have the following meanings:

- a) "Act" means the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, as amended.
- b) "The condominium" means all of the property submitted to condominium ownership by the Declaration and amendments thereto.
- c) "Unit" means a particular area of space enclosed by the perimeters as set forth in the declaration and survey map of the condominium.
- d) "Unit Owner" means each person who is a record owner of all or part of a unit, with right of occupancy thereof, and the undivided interest in the common areas and facilities according to the percentage established by the Declaration.
- e) "Person" means individual, corporation, partnership, association, trust or other legal entity.
- f) "Unit Number" means the number designating a unit in the condominium
- g) "Common Expenses" means: 1) All sums lawfully assessed against the unit owners by the Association; and, 2) expenses by the Act, the Declaration or these by-laws.
- h) "Common Profit or Surpluses" means the balance of all income and revenues remaining after the deduction of the common expenses.

i) "Common Areas and Facilities" or "Common Elements" means those portions of the condominium devoted to common use and ownership in the Declaration

ARTICLE THREE: LOCATION

3.1 The initial mailing address of the Windfield Place Condominiums Owner's Association shall be located at 815 River Lane, Neenah, Wisconsin 54956

ARTICLE FOUR: MEMBERSHIP

4.1 Qualifications. Ownership of a unit is required in order to qualify for membership in the Association. Any person, upon recording of his ownership of a unit, shall automatically become a member of the Association and shall remain a member until such time as ownership of the unit ceases for any reason, at which time membership in the Association shall automatically cease. The terms "Unit Owner" and "Member of the Association" are synonymous and are used interchangeable in these by-laws.

4.2 Payment of Assessments. The rights of membership are subject to the punctual payment of annual or monthly and special assessments levied by the Association. Membership rights of any person may be suspended by action of the board of directors during the period when assessments imposed against the unit are due and payable and remain unpaid, but upon payment of such assessments, rights and privileges shall be automatically restored.

4.3 Infractions of Administrative Rules. If the personal conduct of any person violates the administrative rules, which have been adopted by the board of directors and copies of which have been given to the unit owners, or other rules and regulations set forth in the Act, Declaration or these by-laws, the directors may, in their discretion, suspend the rights of any person violating the administrative rules for a period not to exceed 30 days and impose a fine not to exceed \$10.00 for each infraction of the administrative or other rules. Each day during which any such infraction exists shall be a separate and distinct infraction. These fines shall constitute a personal debt of the owner or owners and a lien against the unit. Nothing, however, contained in this section, shall be deemed to deny a unit owner access to his unit.

4.4 Termination. Termination of membership shall not relieve any former unit owner of any liability or obligation incurred while in any way connected with the Owner's Association during the period of such ownership and membership in the Association. Neither shall termination of membership impair any rights or remedies which the unit owners have, either through the board of directors or directly against such former unit owner and member arising out of or in any connected with ownership and membership and the covenants and obligations involved.

ARTICLE FIVE: MEETING OF UNIT OWNERS

5.1 Voting. Unit owners shall be entitled to vote on matters required or permitted to be voted on by them by the Act, the Declaration or these by-laws only through the vote allocated to each unit by the Declaration. The requirements contained in this Article Five shall first be met before the vote of a unit shall be deemed in good standing and entitled to be counted at any annual or special meeting. A unit owner in default in his assessments or whose rights have been terminated under Article Four, Section 4.3, shall not be permitted to vote.

5.2 Proof of Ownership. DELETED

5.3 Registration of Mailing Address. The registered address of a unit owner shall be furnished to the managing agent or secretary within fifteen days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the unit owners of the unit or by such persons as are authorized by law to represent the respective interests of all such unit owners. If a unit shall be owned by more than one unit owner, each such unit owner shall appoint one and the same registered mailing address for each such unit to be used by the Association for mailing of statements, notices, demands and all other communications.

5.4 Designation of Voting Representative -- Proxy. DELETED

5.5 Proxies. Votes may be cast in person or by proxy. Proxies must be regular in form, in writing, duly executed by the unit owner or if a unit is jointly owned, by all joint unit owners, if by a legal entity by the duly authorized and registered representative thereof, and filed with the secretary. Unless limited by its terms, such proxy shall be deemed valid only for a maximum period of one hundred eight (180) days following its issuance unless granted to a mortgagee or lessee. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such a capacity, whether or not the same, shall have been so transferred to his name, he shall satisfy the secretary that he is the executor, administrator, guardian or trustees holding such unit in such capacity. The owner or owners of a unit may not hold more than two proxies of other unit owners in the condominium.

5.6 Place. All meetings of the unit owners shall be held at the Association's address as specified herein unless some other place of such meeting shall be designated by the board of directors in any notice of the meeting.

5.7 Quorum. Except as otherwise provided in these by-laws, the presence in person or by proxy of unit owners holding more than 50% of the votes shall constitute a quorum.

5.8 Annual Meeting. The annual meeting of the unit owners shall be held at such time during the calendar year as may be designated by the board of directors in the

written notice of meeting.

5.9 Special Meetings. Special meetings of the unit owners for any purpose or purposes may be called by any office of the Association, by the board of directors or any two or more members thereof, or by 1/3 or more of the unit owners. Upon requests, in writing, by registered mail or delivered in person to the secretary of the Association, it shall be the duty of the secretary to cause notice to be given to the unit owners entitled to vote of a meeting to be held at such time as the secretary such request. The secretary shall not fix a date which unduly delays the meeting or shall have the effect of defeating the purpose of the meeting. Business transacted at any special meeting shall be limited to the purpose or purposes stated in the notice of the meeting. The mechanics of giving notice in paragraph 5.10 shall control for this paragraph also.

5.10 Notice of Meetings. Written notice of the annual meeting stating the time and place thereof shall be given to each unit owner not less than ten nor more than thirty days prior to the date of such annual meeting. All notices of meeting shall be mailed or telegraphed to each unit owner at the address registered under Section 5.3 of these by-laws and shall be deemed delivered when so deposited in the United States mail, with postage prepaid. Notices given by telegram shall be deemed to be delivered when the telegram is delivered to the telegraph company, properly addressed and prepaid. Any unit owner may waive notice of any meeting and presence at any meeting shall constitute such waiver.

5.11 Adjournment. If any meeting of the unit owners cannot be held because a quorum has not attended, the unit owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than seven days from the time the original meeting was called.

5.12 Order of Business. The order of business at all meeting of the unit owners shall be as follows:

- a) Roll call and certifying of proxies.
- b) Proof of notice of the meeting.
- c) Reading of minutes of last meeting.
- d) Reports of officers.
- e) Reports of committees.
- f) Election of directors (if relevant).
- g) Unfinished business.
- h) New Business.
- i) Adjournment

ARTICLE SIX: BOARD OF DIRECTORS

6.1 Number, Qualification and Term of Office. The affairs of the Association in the operation of the condominium shall be governed by the board of directors. There shall initially be three members of the board of directors.

Directors shall be unit owners or partners, stockholders or directors of unit owner. The term of office for the members of the board of directors shall be one year. Members of the board of directors shall hold office until their successors have been elected and shall qualify. Until otherwise directed by the declarant or until the first meeting of the unit owners following the sale of 25% of the units by the declarant, whatever occurs first, the following persons shall serve as directors of the Association:

<u>Name</u>	<u>Address</u>
1. John D. Schmerein	815 River Lane Neenah, WI 54956
2. Margaret Schmerein	815 River Lane Neenah, WI 54956
3. Stephen A. Winter	508 East Greenfield Appleton, WI 54915

6.2 Regular Meetings. A regular meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the unit owners. Other regular meetings of the board of directors may be held at such time and at such place as shall, from time to time, be determined by the board of directors provided that at least one such meeting be held each calendar quarter.

6.3 Special Meetings. Special meetings of the board of directors may be called by, or at the request of, the president, or in his absence, by the vice president or shall be called by the secretary on the written request of any two directors,. Any person or person authorized to call special meetings may fix the time and the place for any special meeting. The board may also act by written unanimous consent in lieu of meeting.

6.4 Quorum and Voting. A majority of the directors then in office shall constitute a quorum for the transaction of business at any regular or special meeting. If a quorum shall not be present at any meeting, a majority of the directors present may adjourn the meeting. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as to any question upon which any different or greater vote is required by the laws of the State of Wisconsin, if any, applicable to the acts of the board of directors.

6.6 Vacancies. A vacancy occurring on the board of directors with respect to a director who has been or who should be appointed by the declarant, or its successor, will be filled by appointment by the declarant or its successor. A vacancy with respect to a director to be elected or who should be elected by the Owner's Association may be filled by the affirmative vote of a majority of the directors remaining in office, even though such remaining directors may be less than a quorum. Unless a prior vacancy occurs by reason of death, resignation or removal from office, each director so elected shall hold office until the next annual meeting of the unit owners and until his successor qualifies.

6.7 Removal of Directors. Any director appointed by the declarant or its successor can be removed by the declarant or its successor at any time, with or without

cause, but only by the declarant or its successor. A director elected by the Association may be removed from office, with or without cause, at any special meeting of the unit owners, duly called for that purpose as provided in these by-laws, but a majority vote of unit owners present in person or by proxy at such duly constituted meeting. At such meeting, a successor or successors may be elected by the majority vote of the unit owners present in person or by proxy, or if any vacancy is not so filled, it may be filled by the directors.

6.8 Powers of Association--Authority of Board of Directors. The Association shall have all powers necessary or proper to carry out the purpose of the Association as stated in the Declaration or these by-laws or the administrative rules or as granted in the Act, acting by and through the board of directors including, without limitation, the power to:

- a) Operate, care, keep up and maintain the common areas and facilities of the condominium.
- b) Determine and assess the amounts required for operation, care, upkeep, maintenance and other affairs of the condominium.
- c) Collect the common charges from the unit owners.
- d) Employ and dismiss personnel as necessary for the efficient maintenance and operation of the property.
- e) Adopt and amend administrative rules covering the details of the operation and use of the property.
- f) Enter into contracts.
- g) Incur indebtedness; borrow money.
- h) Acquire units and convey same.
- i) Have access to each unit during reasonable hours that are mutually agreed upon by unit owner and board of directors or resident manager as may be necessary for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or limited common areas and facilities or to another unit. In non-emergency situations at least 24 hr notice will be given to unit owners
- j) Unit owners shall provide a key to the board of directors for use in emergency access to units. The key will be held with the president. At least two members of the board will be present when access to a unit necessitates use of the key. Should a unit owner choose not to provide a key to the board of directors and emergency access is necessary, the unit owner will be responsible for the cost of opening the

unit. When the president is not available, a second board member will have a key to the president's unit to obtain a key for the unit with the emergency. When two board members are not available for emergency entrance, two available unit owners shall be authorized by the board for such emergency entrance. When unit owners are available at the time of emergency, they shall have the prime responsibility to be present and shall provide the key for such emergency entry by board member or repair person.

k) If the board of directors approves a request from a unit owner to make alterations of any kind to the exterior portion of the unit or building, a written notice of the proposed change shall be made to each member of the Association at least thirty days prior to the date of construction. Any owner in opposition to the proposed change may, by letter to the secretary sent within ten days of the notification, direct that the board hold a general meeting to discuss the proposed change. After such meeting is held, the board may, at its discretion, order a vote of the entire membership or may grant or deny the proposed change. An owner who is denied permission by the board may, by written request to the board, demand a vote of the entire membership. Any vote to approve requires no less than 67% of the owners voting approval.

ARTICLE SEVEN: OFFICERS AND AGENTS

7.1 Number. The officers of the Association shall be a president, vice president, secretary and treasurer, all of whom shall be elected by the board of directors and such assistant officers as the board of directors shall, from time to time, elect. Such officers must be unit owners. The offices of secretary and treasurer may be held by the same person.

7.2 Election of Officers and Term of Office. The officers of the Association shall be elected annually by the affirmative vote of the board of directors at each annual meeting of the board and shall hold office at the pleasure of the board.

7.3 Removal of Officers. Upon an affirmative vote of a majority of the members of the board of directors, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the board of directors called for such purpose.

7.4 President. The president shall be the chief executive officer of the June, Association and shall be selected from among the board of directors. He shall preside at all meetings of the Association and board of directors. He shall have all of the general powers and duties which are usually vested in the office of the president of such an Association, including, but not limited to, the power to appoint such committees from among the unit owners from time to time as he may, at his discretion, decide are appropriate to assist in the conduct of the affairs of the Association or as may be established by the board or by the unit owners at any regular or special meeting.

7.5 Vice-President. The vice president shall have all the powers and authority and

perform all the functions and duties of the president, in the absence of the president, or his inability for any reason to exercise such powers and function or perform such duties; and such powers and duties as the board of directors or the president shall delegate to him.

7.6 Secretary. The secretary shall keep all the minutes of the meetings of the board of directors and the minutes of all meetings of the Association, shall count votes, and shall have charge of such books and the papers as the board of directors may direct, and shall, in general, perform all the duties in incident to the office of secretary as provided in the Declaration and by-laws.

The secretary shall compile and keep up-to-date at the principal office of the Association a complete list of members and their last known addresses as shown on the records of the Association. Such list shall also show opposite each members name the number or other appropriate designation of the unit owned by such member and his undivided interest in the common areas and facilities. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7.7 Treasurer. The treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may, from time to time, be designated by the board of directors. In the event a managing agent has the responsibility of collecting and disbursing funds, the treasurer shall review the accounts of the managing agent not less often that once each calendar quarter. At the expense of the Association, the treasurer shall be bonded for \$10,000.00. All books which the treasurer is responsible to make his records in shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours.

7.8 Managing Agent. The board of directors may appoint, on behalf of the Association, a managing agent who may be a natural person or a legal entity or the declarant or its successor, and may contract with or employ such person to manage and administer the condominium on such terms and conditions as the board deems suitable and advisable. In the event a managing agent is appointed, the board may delegate to such managing agent, by contract or otherwise, such of its powers of administration over the condominium as it deems suitable and advisable.

ARTICLE EIGHT: ADMINISTRATION

8.1 General. The board of directors, acting through the officers and managing agent of the Association, shall administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provision set forth in the Declaration, these by-laws and all supplements and amendments thereto.

8.2 Administrative Rules. The board of directors may establish make and enforce compliance with rules as may be necessary for the operation, use and occupancy of the condominium and may amend the rules and regulations from time to time. Copies of such rules shall be furnished to each unit owner prior to the date when they shall become effective.

8.3 Maintenance. The Association, under the supervision of the board of directors, shall keep in good order, condition and repair, all of the common and limited common areas and facilities and all items of common personal property and may incur such costs and expenses, as common expenses, as may be necessary to achieve such purpose including maintenance, repair or replacement.

8.4 Property Insurance. The Association shall obtain and continue in effect, insurance against loss or damage to the condominium, common and limited areas, and facilities for all risk of loss excluding such perils as are found in MP-OO 13 form. Coverage shall be obtained for the full replacement value of the building. The insurance policy shall be endorsed or written to recognize the replacement cost method of valuation. The policy should also be endorsed to provide for an agreed amount clause recognizing the replacement value and deleting the coinsurance clause normally contained in the policy. The board of directors may engage the services of a bank, trust company or title insurance company authorized to do business in Wisconsin to act as agent or depository on behalf of the board of directors for the purpose of such terms as the board of directors for the purpose of receiving and disbursing insurance proceeds resulting from any loss upon such terms as the board of directors shall determine consistent with the provisions of the Act. The expenses and fees of such agent or depository shall be common expenses.

8.5 Waiver of Subrogation. Each unit owner and the Association hereby mutually waive and release any and all claims which they may have against each other, their respective directors, officers, agents, employees and invitees, if any, for damage or destruction to the condominium, including the common areas and facilities, the units and any personal property located within said units or within the common areas and facilities caused by or resulting from fire or any other casualty to the extent that such damage or destruction is covered by fire insurance or other form of insurance and to the extent such waiver is legally authorized and permitted by the insurance carrier.

8.6 Other Insurance. The board of directors shall also have authority to and shall obtain comprehensive general liability insurance including liability for bodily injuries, personal injuries and property damages with a combined single limit of \$1,000,000. The comprehensive general liability policy shall be extended to include owner's and contractor's protective liability, contractual, and any other liability insurance as the board may deem desirable. Premises medical payments shall be added to the policy using limits of \$1,000 per person and \$25,000 per occurrence. The Association shall be the name insured while each unit owner shall be added as an additional named insured as their interest might appear.

8.7 Insurance of the Unit Owner. Insurance coverage obtained as part of the common

expenses as above provided shall be without prejudice to the rights of the unit owners to insure their respective units for their benefit. Each unit owner shall be responsible for insurance on the contents of the unit, fixtures, furnishings, personal property therein, any additions, alterations or improvements to the unit, and for personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided, and for such other insurance as the unit owner may deem necessary.

8.8 Mortgages. A unit owner who mortgages a unit shall notify the Association through the managing agent, if any, or the secretary, giving the name and address of the mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Units". The board of directors whenever so requested, in writing, by a mortgagee of the unit, shall promptly report any then unpaid common assessments due from, or any other default by, the owner of a mortgaged unit and shall send a copy of any notice of default to such holder of a mortgage. Each mortgagee of a unit shall be permitted to examine the books of account at reasonable times, on business days, but not more often than once each month.

ARTICLE NINE: ASSESSMENTS

9.1 Purpose of Assessments. The Association shall levy assessments upon the unit owners for the purpose of paying the common expenses, which assessments shall be used exclusively for the purpose of promoting the health, safety and welfare of the unit owners and, in particular, for the improvement and maintenance of the condominium and its services and facilities related to the use and enjoyment of the common and limited common areas and facilities. The common expenses shall include, but not by way of limitation, any expenses for common utilities, insurance, labor, equipment, materials, management and supervision for maintenance, repair, replacement and improvement to the common and limited common areas and facilities and personal property located therein.

9.2 Personal Obligation of Assessments. In addition to being a charge on each unit and continuing lien thereon, assessments by the Association to be fixed, established and collected, from time to time, as hereinafter provided, shall be a personal obligation of each unit owner at the time when any such assessment falls due, to the full extent for the assessment allocated to the unit in which said owner holds an interest.

9.3 Categories of Common Expenses. Common expense shall be separated into the following classifications, and all funds, expenditures and assessments of the Association shall be classified, credited and charged to accounts on the books and records of the Association corresponding thereto:

- a) Current expense, which shall include all funds and expenditures within the year for which the funds are budgeted and reasonable allowance for contingencies and working capital, but shall exclude expenditures chargeable to the reserves.
- b) Reserve for deferred maintenance, replacement and possible improvements.

9.4 Budget and Assessment. The board of directors shall cause to be prepared an annual budget, from which shall be determined the estimated amount of common expenses for any forthcoming year and the board of directors shall allocate and assess such common expenses among the units on the basis of their respective percentage ownership of undivided interest in the common areas and facilities; provided, however, that the board of directors shall not be authorized to assess or make reserve for any purpose that requires a capital expenditure in excess of \$1,000.00 without first obtaining authorization therefore by majority of the unit owners present in person or by proxy at a duly constituted meeting.

9.5 Date of Payment --Adjustments. The board of directors shall determine the dates when payment of such assessments, or portions thereof, are due and may adjust, decrease or increase such assessments or apply any excess to common expenses in a subsequent year. The board of directors, whenever in its opinion it is necessary or proper to do so, may levy special assessments in order to meet increased operating or maintenance costs or as a result of emergencies. Written notice of all assessments shall be sent to the address of each unit owner registered pursuant to Section 5.3 of these by-laws. The Association shall, upon demand, at any time, furnish to any unit owner liable for said assessment, a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

9.6 Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the date fixed by to the board of directors to be date of commencement. Annual assessments may be pre-paid on a quarterly basis.

9.7 Audit--Annual Report. The board of directors shall cause a complete audit of the books and accounts of the Association to be made by a committee of no less than three unit owners not currently serving on the board, at least once each year and shall cause to be prepared and delivered annually to each unit owner a statement showing receipts and disbursements since the last such statement.

9.8 Remedies of Association for Non-Payment. In the event that an assessment is not paid when due and upon the general or special authorization by resolution of the board of directors, the Association may take any or all of the following actions, or other such action provided for in the Act:

- a) Foreclosure of the lien therefore on the applicable unit the manner provided in the Declaration and by-laws and Wisconsin Condominium Ownership Act.
- b) Suspend the membership rights of any unit owner of the applicable unit in the manner provided in Section 4.2 of these by-laws.
- c) Collect such assessment by suit or otherwise along with a late charge of \$25.00 if not paid by the 15th of the month, and an additional \$10.00 each and every month thereafter.
- d) Maintain an action for damages.

If there be more than one unit owner of a unit, each such unit owner shall be jointly

and severally liable to the extent of the full assessment against the applicable unit and shall be subject to all remedies enumerated herein. No unit owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas and facilities or abandonment of his unit.

ARTICLE TEN: RIGHTS AND OBLIGATIONS OF UNIT OWNERS

10.1 Use and Enjoyment of Common Areas and Facilities. Each unit owner shall have the right to use the common areas and facilities in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of others, subject to restrictions and limitations which may be contained in the Declaration, these by-laws or the administrative rules authorized by the board of directors pursuant to Article Four of these by-laws.

10.2 Notice of Lien or Suit. A unit owner shall give notice to the Association of every lien or encumbrance upon his unit other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to his unit. Such notice shall be given in writing within five days after the unit owner has knowledge thereof.

10.3 Maintenance and Repair. Every unit owner must perform promptly, at his own expense, all maintenance and repair work and if necessary replacement within his own unit which, if not done, would affect the appearance of or the aesthetic or physical integrity of part or all of the condominium.

All maintenance, repairs and replacements of the installations in the units of water, electric, gas, telephone, sanitary, and all other accessories, equipment and fixtures and property of the unit owner shall be at the unit owner's expense. This shall be in addition to any other obligations imposed herein or elsewhere upon the unit owners.

A unit owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any of the common or limited common areas and facilities damaged by a unit owner's acts or by the acts of the unit owner's family, tenant, agents or guests. Until so paid such amounts constitute a lien on said owners unit.

10.4 Mechanics Lien. Each unit owner agrees to indemnify and to hold harmless each of the other unit owners from any and all claims or mechanics lien filed against other units and the common areas and facilities for labor, materials, service or other products incorporated in such unit owner's unit. In the event such a lien is filed or a suit for foreclosure of a mechanics lien is commenced, then within ten days thereafter, such unit owner shall be required to deposit with the Association, cash or negotiable securities equal to one and one-half of the amount of such claim plus interest for one year, together with a sum equal to 10% of the amount of such claim (but not less than \$1,000.00), which later sum may be used by the Association for any costs and expenses incurred, including reasonable attorney's fees incurred for legal advice and counsel. Except as otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the

Association to insure payment of or on account of such final judgment or settlement.

Any deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the unit owner and his failure to so pay shall entitle the Association to may such payment and a lien against the unit which may be foreclosed in the manner authorized by the Declaration for liens arising for unpaid assessments. All advancements, payments, costs and expenses, including attorney's fees incurred by the Association shall be forthwith reimbursed to it by such unit owner, and the unit owner shall be liable to the Association for the payment of interest at the rate of 12% per annum on all such sums paid or incurred by the Association.

10.5 Use of Units--Internal Changes. All units shall be utilized only for the purposes provided in the Declaration. A unit owner shall not make any structural, electrical, mechanical or sewer modification or alterations to his unit or installations located therein without the written approval of the board of directors. The board of directors shall be notified in writing of the intended modifications through the managing agent or, if no managing agent is employed, then through the secretary. The Association shall have the obligation to answer a unit owner's request within thirty days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

No owner or tenant of a unit shall do, or suffer or permit to be done, anything in any unit which would impair the soundness or safety of the property, or which would increase the rate or result in the cancellation of insurance applicable to the property or which would be noxious or offensive or an interference with the peaceful possession and proper use of any other units, or which would require any alteration of or addition to any of the common elements to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

10.6 Right of Entry. A unit owner shall and does grant the right of entry to the managing agent or to any other person authorized by the board of directors in case of any emergency originating in or threatening his unit whether the unit owner is present at the time or not.

A unit owner shall permit other unit owners or their representatives to enter his unit for the purpose of performing installation, alterations or repairs to the mechanical, electrical or other utility services which, if not performed, would affect the use of other units; provided that request, either written or oral, for entry are made at least 24 hours in advance and that such entry is at a time convenient to the unit owner. In case of an emergency, such right of entry shall be immediate.

10.7 Compliance with Rules. All unit owners, tenants, guests and agents shall obey all rules, regulations and covenants contained in the Act, Declaration, these by-laws, and all administrative rules and regulations. The Owner's Association is hereby given the right to bring action for injunction or damages, as well as other remedies contained in the Act, Declaration, these by-laws or any rules and regulations, to enforce all rules, regulations and covenants. Waiver of any one violation shall not constitute waiver as to any other violations

preceding or subsequent.

ARTICLE ELEVEN: COMMITTEES

11.1 Designation. The board of directors may establish such committees as it deems appropriate to the efficient operation of the condominium. Committee appointments shall consist of unit owners designated by the board of directors.

11.2 Nomination Committee. The board of directors shall appoint a nomination committee annually consisting of three unit owners. The nomination committee shall make as many nominations for elections to the board of directors as it shall, in its discretion, determine but not less than the number of vacancies to be filled. Additional nominations can be made from the floor.

ARTICLE TWELVE: INDEMNIFICATION OF OFFICERS, DIRECTORS AND MANAGING AGENT

The members of the board shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the board against all contractual liability to others arising out of contracts made by the board on behalf of the property unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration or of these by-laws. It is intended that the members of the board shall have no personal liability with respect to any contract made by them on behalf of the property. It is also intended that the liability of any unit owner arising out of any contract made by the board or out of the indemnity in favor of the members of the board shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all the unit owners in the common areas and facilities. Every agreement made by the board or by the managing agent on behalf of the Association shall provide that the members of the board or the managing agent, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interest of all unit owners in the common areas and facilities.

ARTICLE THIRTEEN: ABATEMENT AND ENJOINMENT AND EXPULSION

13.1 Abatement, Enjoinment and Expulsion. Violation of any administrative rule adopted by the board of directors or the breach of any by-law or any provision of the declaration shall give the board of directors or the managing agent the right, in addition to any other rights set forth herein: 1) To enter the unit in which or as to which, such violation or breach exists and summarily abate and remove at the expense of defaulting unit owner, any person, structure, thing or condition that may exist therein contrary to the intent and

meaning of the provisions thereof, and the board of directors or a managing agent shall not be deemed guilty in any manner of trespass; and to expel, remove and put out using such force as may be necessary in so doing, without being liable to prosecution or in damages therefore; 2) To enjoin, abate or remedy by appropriate legal proceeding, either at law or an entity, the continuance of any breach.

ARTICLE FOURTEEN: AMENDMENT TO BY-LAWS

14.1 Amendments. These by-laws may be amended at a regular or special meeting of the unit owners by the affirmative vote, either by those present or by proxy, of the 67% of more of the votes; and provided further that any provision stated herein to be of which is in fact governed by the Declaration, may not be amended except as provided in the Declaration.

14.2 Conflicts. In the case of any conflicts between the Declaration and these by-laws, the Declaration shall control.

Last amendment to these by-laws made in December 1994. Retyped June 1995 and December 2006.

DECLARATIONS

The original Windfield Place Condo Declaration was recorded in February 1984.

There were amendments in May, 1984, July, 1986, August 1986 and January 1991.

WINDFIELD PLACE CONDOMINIUMS

DECLARATION 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 88°-16'-00" W, along the North line of Northland Avenue, 617.50 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

STATE OF WISCONSIN)
) SS
Ozaukee COUNTY)

Personally came before me this 3rd day of February, 1984, the above named John D. Schmerein, Margaret Schmerein, Stephen A. Winter and Guy Smith, to me known to be the persons who executed the foregoing instrument and acknowledged the same in their respective capacities as officers of the Joint Declarants.

Karl D. Volkman
Notary Public, Ozaukee County
My Commission September 10, 1985

This instrument was drafted by Attorney Thomas H. Sutter of Appleton, Wisconsin.

WISCONSIN & NOTARY PUBLIC STATE BAR
WAL IS CYSMOTIA
BY: [Signature] 2. 008
BY: [Signature] [Signature]

J 4659 1 10

FIRST AMENDMENT TO WINDFIELD PLACE CONDOMINIUMS

DECLARATION OF CONDOMINIUM AND BYLAWS

John D. Schmerein and Margaret G. Schmerein, adult individuals residing at Neenah, Wisconsin, T & J Corporation and Windfield Place, Inc., Wisconsin corporations, hereby amend the Declaration of Condominium for Windfield Place Condominiums which declaration was recorded on February 7, 1984 in Jacket 4417 at Images 21-38, as Document No. 839591.

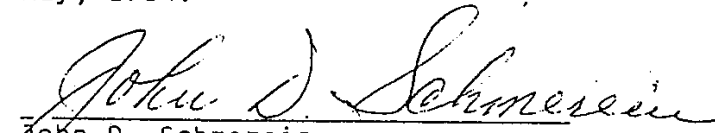
The amendment is to clarify that the actual owners of the real estate are John D. Schmerein and Margaret G. Schmerein who are now the joint declarants and T & J Corporation and Windfield Place, Inc. are removed as declarants of Windfield Place Condominiums.

The by-laws are also so amended to the extent that the signatures adopting said by-laws are changed from T & J Corporation and Windfield Place, Inc. to John D. Schmerein and Margaret G. Schmerein.

Except to the extent amended above, the Windfield Place Condominiums Declaration and By-laws are hereby restated and confirmed in full and govern, control and effect all units of Windfield Place Condominiums.

IN WITNESS WHEREOF, the above have caused these presents to be signed.

Dated this 25 day of May, 1984.


John D. Schmerein

J 4659 I 11

Margaret G. Schmerein

Margaret G. Schmerein

T & J CORPORATION

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

ATTEST:

Margaret G. Schmerein

Margaret G. Schmerein, Secretary

WINDFIELD PLACE, INC.

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

ATTEST:

Guy Smith

Guy Smith, Secretary

Personally came before me this 25th day of May, 1984, the above named John D. Schmerein, Margaret Schmerein, Stephen A. Winter and Guy Smith, to me known to be the persons who executed the foregoing instrument and acknowledged the same in their respective capacities.

Karl D. Veltman

Notary Public, Outagamie County.
My Commission November 10, 1985.

This instrument was drafted by Attorney Thomas H. Sutter of Appleton, Wisconsin.



Martenson & Eisele, Inc.

- Civil Engineering
- Municipal Engineering
- Construction Supervision
- Construction Inspection
- Consulting Engineering
- Land Subdividing
- Land Planning
- Property Surveys
- Topographical Surveys
- Certified Soil Testing

1919 American Court
Neenah, Wisconsin 54956
Telephone 414-731-0381

Stanley C. Martenson, P.E.
David D. Eisele, R.L.S.

Descriptions for Windfield Place/Luxury Homes Condominiums

Phase 2

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.

DDE

December 5, 1983

EXPANSION

The Declarant may, but is not obligated to, expand the condominium up to a total of 58 units. The possible expansion may include 10 four unit buildings as shown on the Condominium Plat. Expansion would probably take place in two separate phases as shown on the plat. A unit's percentage interest will change as units are added, as explained in the Declaration.

SECOND AMENDMENT TO
WINDFIELD PLACE CONDOMINIUMS
DECLARATION OF CONDOMINIUM

John D. Schmerein and Margaret G. Schmerein (herein "Declarant") hereby makes the following amendment to Windfield Place Condominiums Declaration of Condominium which was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on February 7, 1984 in Jacket 4417 at Images 21-38 as Document No. 839591 and a First Amendment so recorded on May 30, 1984 in Jacket 4659 at Images 10-12, as Document No. 845501. The purpose of this Second Amendment is to provide for the addition of 15 units to the condominium, the right to so expand the condominium having been reserved in the Declaration of Condominium, and to make such changes and amendments to the Declaration consistent with the addition of said units.

Declarant hereby amends the Declaration as follows:

ONE: Additional Units; Exhibits; Legal Description. The Declarant expands the condominium project to add 15 additional units. Attached hereto are the plat of survey, site location drawing and floor plans for seven of said additional units. These units are contained in four buildings. Attached hereto is the legal description of the land hereby subjected to the Wisconsin Condominium Ownership Act. The locations of the buildings and units are shown on the attached drawings.

TWO: Percentage of Undivided Interest of Original and Additional Units. The owners of each unit of both phases of the condominium shall be entitled to an undivided 1/33rd interest in the common and limited common areas and in the common surpluses, if any, and shall so share in the common expenses.

Because this condominium is an expandable one, as explained in the Declaration, it should be noted that the percentage of each unit's interest as indicated above is subject to change, but shall at all times be computed on the basis set forth in the Declaration.

THREE: The By-Laws and initial administrative rules as they presently exist and as they may be amended from time to time shall govern these additional units as well and it is understood that the owners, their tenants, guests and family shall be bound by the provisions of the Wisconsin Condominium Ownership Act, the Declaration, By-laws and Administrative Rules and as these may be amended from time to time.

FOUR: Except as herein amended the Declaration recorded on February 7, 1984 and amended by recording on May 30, 1984 is confirmed in full and governs, controls and affects all units of Windfield Place Condominiums.

IN WITNESS WHEREOF, the said John D. Schmerein and Margaret G. Schmerein have caused these presents to be signed.

Dated this 18 day of July, 1986.

John D. Schmerein
John D. Schmerein

Margaret G. Schmerein
Margaret G. Schmerein

STATE OF WISCONSIN)
Outagamie COUNTY) ss

Personally came before me this 18 day of July, 1986, John S. Schmerein and Margaret G. Schmerein, to me known to be the persons who executed the foregoing Amendment to Declaration and acknowledged the same.

Karl D. Holliman
Notary Public
Outagamie County, Wisconsin
My commission November 5, 1989.

This instrument was drafted by
Attorney Thomas H. Sutter
of Appleton, Wisconsin 54911

THIRD AMENDMENT TO
WINDFIELD PLACE CONDOMINIUMS
DECLARATION OF CONDOMINIUM

John D. Schmerein and Margaret G. Schmerein (herein "Declarant") hereby makes the following amendment to Windfield Place Condominiums Declaration of Condominium which was recorded in the office of the Register of Deeds for Outagamie County, Wisconsin on February 7, 1984 in Jacket 4417 at Images 21-38 as Document No. 839591 and a First Amendment so recorded on May 30, 1984 in Jacket 4659 at Images 10-12, as Document No. 845501 and a Second Amendment so recorded on July 21, 1986 in Jacket 6585 at Images 31-47, as Document No. 891200. The purpose of this Third Amendment is to clarify paragraph ONE of the Second Amendment.


Declarant hereby amends the Second Amendment to the Declaration by replacing paragraph ONE thereof in its entirety with the following:

ONE: Additional Units; Exhibits; Legal Description. The Declarant expands the condominium project to add 15 additional units which units are contained in four buildings, buildings 6, 7, 8 and 9. Attached hereto are the plat of survey, site location drawing and floor plans for seven of said additional units which units are contained in buildings 6 and 9. Attached hereto is the legal description of the land hereby subjected to the Wisconsin Condominium Ownership Act. The locations of the buildings and units are shown on the attached drawings.

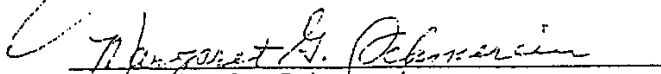
TWO: Except as herein amended the Declaration recorded on February 7, 1984 and amended by recordings on May 30, 1984 and July 21, 1986 is confirmed in full and governs, controls and affects all units of Windfield Place Condominiums.

IN WITNESS WHEREOF, the said John D. Schmerein and Margaret G. Schmerein have caused these presents to be signed.

Dated this 26 day of August, 1986.



John D. Schmerein



Margaret G. Schmerein

STATE OF WISCONSIN)

Outagamie COUNTY) ss

Personally came before me this 26 day of August, 1986, John S. Schmerein and Margaret G. Schmerein, to me known to be the

persons who executed the foregoing Amendment to Declaration and acknowledged the same.

Karl D. Volkman
Notary Public Karl D. Volkman
Outagamie County, Wisconsin
My Commission Nov. 5, 1989

This instrument was drafted by
Attorney Thomas H. Sutter
of Appleton, Wisconsin 54911

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 88°-16'-00" W, along the North line of Northland Avenue, 617.50 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 1/33 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 the board of directors. Written notice of a proposed change shall be made to each member of the Association at least thirty days prior to the date of construction. Any unit owner in opposition to the proposed change may, by letter to the secretary sent within ten days of the notification, direct that the Board hold a general meeting to discuss the proposed change. After such meeting is held, the board may, at its descretion,

order a vote of the entire membership or may grant or deny the proposed change. A unit owner who is denied permission by the board may, by written request to the board, demand a vote of the entire membership. A vote to approve requires 67% of the 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 charge 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 the board of directors. In addition, each unit owner shall maintain and repair all doors and window units, provided that if it becomes necessary to replace any door or window unit, the replacement shall be as identical to the original door or window unit 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 decide otherwise.