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United States of America

State of Wisconsin

OFFICE OF THE SECRETARY OF STATE

93 JUN 15 PM 1:14
REEL 2078 IN CASE 1511

TO: REGISTER OF DEEDS

[Signature]
DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.



Douglas La Follette

DOUGLAS LA FOLLETTE
Secretary of State



STATE OF WISCONSIN
FILED
JUN 12 1995
DOUGLAS LA FOLLETTE
SECRETARY OF STATE

STANDARD FORM NO. 1

TO BE RECORDED IN ^{Waukesha} ~~OZAUKEE~~ COUNTY

ARTICLES OF INCORPORATION OF

VILLAGE ESTATES CONDOMINIUM ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE 1
Name

The name of the corporation is Village Estates Condominium Association, Inc...

ARTICLE 2

The period of existence of the corporation shall be perpetual.

ARTICLE 3

The purpose shall be to manage, operate and maintain Village Estates Condominium Homes which is located at what is formerly known as 401 N. Main St. Village of Thiensville, Ozaukee County, State of Wisconsin.

ARTICLE 4

The principal office of the corporation shall be located in Waukesha County and the street address is 101 W. Wisconsin Avenue, Pewaukee, Wisconsin, 53072.

ARTICLE 5

The name of the initial registered agent is Michael P. Heise.

ARTICLE 6

The address of the initial registered agents 101 W. Wisconsin Avenue, Pewaukee, Wi 53072

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ARTICLE 7

These Articles may be amended in the manner authorized by law at the time of the amendment.

ARTICLE 8

The number of Directors may be fixed by By-Laws, but shall not be less than three (3) nor more than five (5).

ARTICLE 9

The initial Board of Directors shall be three (3) who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws. The name and address of the initial Directors are:

Michael P. Heise, 101 W. Wisconsin Avenue, Pewaukee, Wisconsin 53072
 Nancy Heise, W277 N2563 Rocky Point Rd, Pewaukee, Wisconsin 53072
 Jane Powers, 1916 Sunkist Ave., Waukesha, Wisconsin 53188

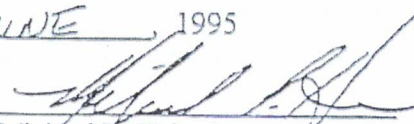
ARTICLE 10

Membership provisions will be set forth in the By-Laws.

ARTICLE 11

The name and address of the Incorporator is Michael P. Heise, 101 W. Wisconsin Avenue, Pewaukee, WI 53072

Executed this 2ND day of: JUNE, 1995

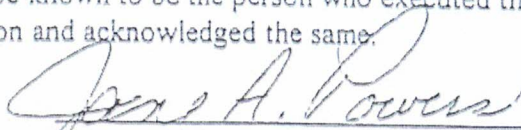

 (Michael P. Heise,)
 Incorporator

STATE OF WISCONSIN)

WAUKESHA COUNTY)

Personally came before me the 2ND day of JUNE, 1995, the above

named MICHAEL P HEISE, to be known to be the person who executed the foregoing Articles of Incorporation and acknowledged the same.



Notary Public, State of Wisconsin

My commission expires 11-1-98

This instrument was drafted by Jane A. Powers

Mail filed document to:

Michael P. Heise
101 W. Wisconsin Avenue
Pewaukee, WI 53072

DISCLOSURE MATERIALS

VILLAGE ESTATES CONDOMINIUM HOMES

101 W. Wisconsin Ave
Pewaukee, Wisconsin 53072

Declarant: Village Estates Development Corp.
a Wisconsin Corporation

Declarant's Agent: Michael P. Heise

Business Address: 101 W. Wisconsin Ave
Pewaukee, Wisconsin 53072

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

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

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

CONDOMINIUM DOCUMENTS
FOR
VILLAGE ESTATES CONDOMINIUMS

DECLARATION OF CONDOMINIUM	White Pages
ARTICLES OF INCORPORATION	White Pages
BY-LAWS and AMENDMENT CERTIFICATION	White Pages
HOUSE RULES AND REGULATIONS	Green Pages

DECLARATION OF CONDOMINIUM

1995 AUG 22 PM 2:00

OF

VILLAGE ESTATES DEVELOPMENT CORP.

(1) *Ronald H. Dief*
REGISTER OF DEEDS
JEFFERSON COUNTY, WI

This Declaration is made this 20TH of June, 1995 by Village Estates Development Corp., a Wisconsin corporation. Village Estates Development Corp. (hereinafter the "Declarant") wishes to submit the property described herein to the provisions of Chapter 703, Wisconsin Statutes (1993-1994) the Wisconsin Condominium Act (hereinafter called the "Act").

I. PURPOSE

12-050-03-10-000 *

The purpose of this Declaration is to submit the land and improvements described herein (hereinafter called the "Condominium") to the condominium form of ownership and use in the manner provided by the Act.

II. DEFINITIONS

The terms used herein shall have the meanings set forth in the Act and as follows, unless the context otherwise requires:

A. "Act" means the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes.

B. "Association" means Village Estates Condominium Association, Inc., a Wisconsin non-profit corporation, consisting of all of the Unit Owners acting as a group in accordance with Articles, By-Laws, this Declaration and the Act to govern the affairs of the Village Estates Condominium Corp.

C. "Board" means the Board of Directors of the Association.

D. "Building" means the structures to be built on the Property containing one or more of the Units.

E. "By-Laws" means the By-Laws of the Association.

F. "Common Elements" means all the property, less the Units, as further defined in Section IX of this Declaration. No reference in the Plat to Common Elements limits or defines Common Elements for the purposes of this document.

G. "Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Association, together but not limited to, the creation and/or maintenance of reserves, and as further described in Section XIII herein.

H. "Declarant" means Village Estates Development Corp., a Wisconsin corporation, its successors and assigns.

I. "Declaration" means this document by which the Property is submitted to the provisions of the Act, as it may be amended from time to time.

J. "Limited Common Elements" means all Common Elements which adjoin or exclusively serve one Unit, or one or more adjoining Units, and which the Plat, Declaration or Board reserves the use or benefit of to the occupants of such Unit or Units, all as further defined in Section XI of this Declaration. Further, said Limited Common Elements include one or more designated parking spaces which are transferred to the unit owner for his use.

K. "Majority" means the Owners of more than fifty (50%) per cent of the undivided ownership of Common Elements. Any percentage of Unit Owners specified in this document similarly means the percentage of the undivided ownership of the Common Elements.

L. "Person" means any natural individual, corporation, partnership, or other legal entity which may hold legal title to real estate.

M. "Plat" means the Plats or Survey of the Property and the Units submitted according to the provisions of the Act.

N. "Property" or "Condominium" means the real estate, all easements, rights or appurtenants belonging to it, and all improvements, fixtures, equipment, and personalty intended for the mutual use and benefit of Unit Owners.

O. "Unit" means a portion of the condominium designed and further defined in Section VIII of this Declaration and intended for the individual ownership and use, together with an undivided interest in the Common Elements and Limited Common Elements as may apply.

P. "Unit Owner" means the person or persons who have fee simple title to the Unit and the undivided interest in the Common Elements and Limited Common Elements as may apply. Declarant is deemed a Unit Owner as long as it has legal title to any Unit.

III. SUBMISSION TO ACT

Declarant, as Owner in fee simple of the Property, intends to, and by the recording of this document does, submit the Property to the provisions of the Act.

IV. DESCRIPTION OF LAND

The land subject to this Declaration is owned by Declarant and is more fully described in the Condominium Plat (Exhibit A).

V. NAME AND ADDRESS

The name of the Condominium is Village Estates Condominium Homes and is located at 399, 401, 403, 405 and 409 North Main Street, Thiensville, Wisconsin.

VI. GOVERNING BODY

A. ASSOCIATION. An Association has been formed under the Wisconsin Nonstock Corporation Law, Chapter 181, with the name "Village Estates Condominium Association, Inc." The Association is the governing body for Unit Owners, with regard to the operation, use and management of the Condominium as provided in the Declaration, the By-Laws, and the Act.

B. BOARD. The Board constitutes the Board of Directors of the Association as provided by the Act. The Board is to be elected and will serve in accordance with the By-Laws.

C. ASSOCIATION ACTIVITY. The Association will not conduct a business of any kind. The Association's activities are for the sole benefit of the Unit Owners. All funds received by the Association are to be held and applied for the use and benefit of the Unit Owners, pursuant to this Declaration and by By-Laws.

No Unit Owner, except an authorized officer of this Association or authorized member of the Board, shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the By-Laws, the Act, and this Declaration, subject to the rights reserved by Declarant herein, including, but not limited to, those rights reserved by Declarant in Section VII (C) herein.

D. CONDOMINIUM ADMINISTRATION. All Unit Owners covenant and agree that the administration of the Condominiums shall be in accordance with the provisions of this Declaration, the By-Laws of the Association, and the Act. All Unit Owners, tenants of Units and other occupants shall comply with the provisions of this Declaration, the By-Laws, and the decisions and resolutions of the Association or its representatives, all as lawfully amended from time to time. Failure to comply with any such provisions, decisions or resolutions shall be grounds for an action to recover any sums that may be due and related to such failure, for any other damages allowed by law, and, if applicable, for injunctive relief.

VII. VOTES OF UNIT OWNERS

A. MEMBERSHIP. Each Unit Owner is automatically a member of the Association. A Unit Owner's membership automatically terminates when he or she ceases to be a Unit Owner. If the Owner sells, transfers, or in any way disposes of his or her individual ownership interest in the Condominium, that individual's membership in the Association will be automatically transferred to the new Owner of that Unit.

B. VOTING. All voting concerning the administration of the Condominium shall be in accordance with this Section VII. Voting is on the basis of one (1) vote per living Unit. The vote for each living Unit may be cast as agreed by the persons who have an ownership interest in the living Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event multiple owners of one Unit cannot agree on the manner in which the vote is to be cast, no vote may be accepted from that living Unit. One who holds a land contract purchaser's interest or any other such equitable interest shall be considered the Unit Owner for voting purposes. However, the purposes of being eligible to vote as a member of the Association, a land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Ozaukee County Register of Deeds Office.

C. DECLARANT'S ELECTION. In the event that the Declarant is an owner of a living Unit and elects not to be assessed (the "election") for, and pay, Common Expenses pursuant to Section XIII, the Declarant shall not be entitled to cast the votes designated above for such living Unit with regard to the administration of the Condominium or any other matters referred to herein. In the event that the Declarant, as Owner of a living Unit, does not elect to not be assessed for, and pay, Common Expenses pursuant to Section XIII, the Declarant shall be entitled to cast the vote designated above for such Unit.

D. CONDITIONS ON VOTING RIGHTS.

1. If the Association has recorded a statement of condominium lien on a Unit Owner's unit and the amount necessary to release the lien has not been paid prior to the time of an Association annual or special meeting, the Unit Owner will be prohibited from voting at such meeting.

2. Each Unit Owner must furnish the Association with his or her name and current mailing address. No Unit Owner may vote at an Association meeting until he or she has furnished such information.

VIII. DESCRIPTIONS OF BUILDINGS AND UNITS.

A. CONTENTS OF PLAT. A condominium Plat, enumerating the proposed measurements, location, and other data regarding the real estate, the building (including each floor of the building) and each unit (including its perimeter dimension), is attached hereto (Exhibit A).

B. LEGAL DESCRIPTION AND USE OF UNITS. The legal description of each Unit is its identifying numbers or symbols for not only the Unit, but also the basement area and garage space or spaces, if any (see Exhibit C, attached). Such description is good and sufficient for purposes of any deed, lease, mortgage or other legal document. No Unit Owner may, except as provided in the Act, subdivide or cause his or her Unit to be separated in any way into any parcel different than that Unit as specified in the Plat.

C. ELEMENTS OF THE UNIT. A Unit in the Condominium shall include:

1. One or more contiguous or non-contiguous cubicles of air including the perpetual right of ingress and egress thereto. The exterior boundaries of the cubicles shall be the unfinished or uncovered interior surface of the perimeter walls surrounding the cubicle. The upper boundary of such cubicles shall be the unfinished or uncovered lower face of the ceiling of the highest story of the Unit. The lower boundary shall be the unfinished or uncovered upper face of the floor in the Unit. The foregoing boundaries extend to the intersection with each other. It is intended that the finished surface of the boundaries (whether tiled, papered, panelled, painted, carpeted or otherwise) is included as part of the Unit.

2. Any and all appliances and other fixtures contained in the Unit and included as part of the sale of the Unit in the contract of sale, which items may include, but not be limited to, refrigerator, dishwasher, disposal, laundry equipment, water softener, furnace, range, compactor, cabinets, carpeting, and floor covering.

3. The following items serving the particular Unit although they may be outside the defined cubicle of air:

- (a) All doors and windows, their interior casements, and all of their opening, closing and locking mechanisms and hardware;
- (b) All wall and ceiling mounted electrical fixtures and recessed junction boxes serving them;

- (c) All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them;
- (d) All plumbing fixtures and the piping, valves, and other connecting and controlling materials and devices serving only the Unit and not the Condominium in general, lying between the fixtures and the exterior wall where the connecting sewer, water, gas, electric and other utilities enter the Unit;
- (e) The cable television outlet, if any, to the Unit and the junction box serving it (unless owned by the provider of the service);
- (f) If applicable, the air conditioning equipment and ducting providing air conditioning to the Unit, and the controls for the air conditioning system of the Unit;
- (g) If applicable, the individual furnaces or ducting, the radiator, and the piping providing heating to the Unit, and the controls for the heating system for the Unit;
- (h) The lines bringing natural gas or similar fuel to the Unit, which lines extend from the utility meter to the boundary of the Unit;
- (i) The fireplace and the fireplace flues, if any, serving the Unit.

4. Specifically not included as part of the Unit are those structural components of the building and any portions of the mechanical systems of the building not specifically included in the Unit under (3) above, which lie within the cubicle or cubicles of air comprising the Unit.

IX. COMMON ELEMENTS

A. DEFINITION. Without intending to limit the term, "Common Elements" expressly includes all of the Condominium except the Units and specifically includes, but is not limited to:

- 1. The land on which the Building or Units are located;
- 2. Roads, driveways, exterior pedestrian walks, private road parking, yards, gardens, play areas, and any other recreational facilities, if any;
- 3. All central services provided to all of the Units, such as water, sewer, gas, electrical, and all laterals leading to each Unit and each Building;

4. Such community and commercial facilities as may be provided for in this Declaration, if any;

5. All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use except as otherwise limited herein;

6. The limited Common Elements, hereafter described in Section XI, as subject to the usage and maintenance limitations particularly set out therein;

7. All other portions of the Condominium not included in the definition of the Unit, as described above.

B. UTILITIES AND STRUCTURAL SYSTEM. No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his/her Unit and serving more than his/her Unit, whether or not such item shall be located in the floors, ceilings, or perimeter or interior walls of the Unit.

C. USE OF COMMON ELEMENTS. Each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended pursuant to this Declaration, the By-Laws, and rules and regulations adopted by the Association without hindering or encroaching upon the lawful rights of the other Unit Owners.

D. MAINTENANCE. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in the Declaration, the By-Laws, and the rules and regulations of the Association.

X. PERCENTAGE INTEREST IN COMMON ELEMENTS

A. UNDIVIDED INTEREST. All Units and the Unit Owners have an ownership factor of one (1). Each Unit and the Unit Owner has an undivided percentage interest in the Common Elements equal to the ratio of that Unit's ownership factor to the sum total of ownership factors for all Units. Except as provided herein and subject to the By-Laws of the Association and any rules and regulations adopted pursuant thereto, the Common Elements are available for the use and enjoyment of, or service to, all Unit Owners. This percentage interest is appurtenant to the Unit, and is not subject to partition as long as this Declaration is in effect. The percentage of undivided interest in the Common Elements appurtenant to any Unit shall not be changed except with the unanimous consent of all the Unit Owners in the Association. Such consent shall be expressed in an amendment to this Declaration duly executed by all such owners and recorded.

B. LEGAL DOCUMENTS. Any deed, mortgage, lease or other instrument purporting to effect a conveyance of a Unit without including also the Unit Owner's interest in the Common Elements shall be deemed and interpreted to include the interest so omitted even though the latter is not expressly mentioned or described therein.

XI. LIMITED COMMON ELEMENTS

A. DEFINITION. "Limited Common Elements" shall mean those Common Elements identified in this Declaration and on the Condominium Plat (Exhibit A) as reserved for the exclusive use of at least one but less than all, of the Unit Owners. The use of the parking spaces, the patio and balcony Limited Common Elements is reserved to the Unit which takes legal title thereto by deed or other legal transfer. Limited Common Elements include pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units, and parts of the perimeter walls, floors, ceilings, doors, windows and entry ways (and fixtures and structures located in them) which are outside the boundaries of the Units.

B. USE OF LIMITED COMMON ELEMENTS. Each Unit Owner shall be entitled to the exclusive use and possession of the Limited Common Elements if direct access is provided outside of and adjoining his or her respective Unit, or if it is otherwise reserved to the use of his or her Unit. Unless and until such time as the Board determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the Limited Common Elements, the exclusive use and possession whereof is extended hereby, at his or her own expense including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear. However, the Association shall be responsible for lawn maintenance and snow removal as further determined by the Board. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such Limited Common Element in any manner contrary to such rules and regulations as may be established by the Board. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, general cleanliness and presentability of his or her Limited Common Elements.

C. TRANSFER OF TITLE. Pursuant to Section 703.14, Wisconsin Statutes, as may be amended, any Unit Owner of a Unit to which the use of any Limited Common Element is restricted may grant by deed, subject to the rights of any existing mortgage or secured party, the use of the Limited Common Element to any other Unit Owner. Such deed must be recorded in the Ozaukee County Register of Deeds Office and a copy thereof must be provided to the Association. After any such grant, the grantor shall have no further right to use such specified Limited Common Element except as specified in the deed.