COVER SHEET

DISCLOSURE MATERIALS

Name and Location of the Condominium:

PARKVIEW CONDOMINIUM
North 12th Street, Village of Oostburg
Sheboygan County, Wisconsin 53070

Name and Address of Declarant:

GORDON VELDBOOM, SR a/k/a
GORDON J. VELDBOOM, SR. and
GORDON J. VELDBOOM, JR.
1218 Center Avenue
Oostburg, Wisconsin 53070

Name and Address of Declarant's Agent:

GORDON J. VELDBOOM, JR.
1218 Center Avenue
Oostburg, Wisconsin 53070

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

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

3. 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.

Please date and sign the attached receipt and return to Declarant. Cut on dotted line.

RECEIPT

I acknowledge that I have received a copy of the Disclosure Materials on Parkview Condominium, that I was provided with time to read such material, that I was advised that should I have any questions in connection with same; I should seek independent professional advice; that I did read such documents; that a lien for maintenance payments could attach against my property and other matters as set forth in more specific detail in the Disclosure Materials, receipt whereof is hereby acknowledged.

Executed this _____ day of _____, 19_____.

_____

GENERAL TABLE OF CONTENTS

The following is an index to the materials Declarant is required by law to provide to each prospective condominium purchaser.

I. DECLARATION. The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins on page 1a

II. BYLAWS. The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on page 1b

III. ARTICLES OF ASSOCIATION. The operation of a condominium is governed by the Association, of which unit owner is a member. Powers, duties and operation of an association are specified in the Articles of Association. The Articles of Association begin on page 1c

IV. MANAGEMENT OR EMPLOYMENT CONTRACTS. Certain services may be provided to the condominium through contracts with individuals or private firms as provided for in the Declaration of the Condominium and the Bylaws of the Condominium. At the present time there are no contracts with individuals or private firms but said contracts may exist in the future.

V. ANNUAL OPERATING BUDGET. The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on page 1d

VI. LEASES. There are no leases of property or facilities which are not a part of the condominium. However, pursuant to the terms of the Bylaws of the association of condominium owners, individual condominium units may be subject to residential rental leases. A copy of the residential rental form to be utilized in the event of a written lease is at page 1e

VII. EXPANSION PLANS. The expansion plans concerning the Condominium are set forth in the Condominium Declaration in Article II at Page 4.A. and 5.A.

VIII. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map are part of theDeclaration, pages 27a, 2
29a, 3
31a, 3
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SHEBOYGAN COUNTY, WISCONSIN
Received for Record the 11th day of
Aug. A. D. 19 82 at 10:00
o'clock A. M., and Recorded in Vol.
920 of Records on page 782/817

Exhibit in Plat
Cabinet
Vol. 13 Page 136

VOL 920 PAGE 782

1078870

Register

AMENDED DECLARATION OF CONDOMINIUM OWNERSHIP AND COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARKVIEW CONDOMINIUM

THIS AMENDED DECLARATION of condominium ownership and covenants, conditions and restrictions for Parkview Condominium is made by the undersigned owners of the condominium property, and all the Mortgage holders pursuant to Declaration of said condominium, the By-Laws thereof and Wisconsin Condominium Ownership Act (Chapter 703, Wisconsin Statutes). The original Declaration is filed in Volume 901 of Records on Pages 292/321 as Document No. 1067360 and the original plat of said condominium is filed in Volume 13 of Plats on Pages 107/8. This Amendment is filed for the purpose of continuing to subject to the real property described herein and the subsequent improvements thereon to the provision of the Condominium Ownership Act.

RECITALS

555211-5787 K00099.00

Section 1. Ownership: Gordon Veldboom, Sr. a/k/a Gordon J. Veldboom, Sr. and Gordon J. Veldboom of 1218 Center Avenue, Oostburg, Wisconsin, hereinafter referred to as "Declarant", are the owners of the subject property.

Section 2. Name of Condominium: The project shall be known as Parkview Condominium, and shall hereinafter be referred to as the "Project", located on North 12th Street, in the Village of Oostburg, County of Sheboygan, State of Wisconsin.

Section 3. Condominium Is Expandable: Declarant shall construct this project in not less than two (2) and not more than six (6) phases. Phase I shall consist of four (4) two (2) unit buildings for a total of eight (8) units. The remaining phases shall consist of two (2) two (2) unit buildings for a total of four (4) units, and either three (3) four (4) unit buildings or not more than six (6) two (2) unit buildings for a total of sixteen (16) units. The maximum number of living units in the project shall not be more than twenty-four (24) units.

Section 4. Legal Description of Property: The real property subject to condominium ownership by this Declaration is:

That part of Lot One (1) of a Certified Survey Map filed for record in Volume 6 of Certified Survey Maps on Page 2 in the office of the Register of Deeds for Sheboygan County, Wisconsin, on February 9, 1981, as Document No. 1064041 being a part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 1, Township 13 North, Range 22 East, Village of Oostburg, Sheboygan County, Wisconsin, being described as beginning at the Northwest corner of the above Lot 1, thence South 00°21'49" West 210.00 feet; thence North 89°33'39" East 80.00 feet; thence North 00°21'49" East 210.00 feet; thence South 89°33'39" West 80.00 feet to the point of beginning, and also beginning at the Southeast corner of above Lot 1; thence North 00°21'49" East 180.00 feet, thence South 89°33'39" West 80.00 feet; thence South 00°21'49" West 80.00 feet; thence South 89°33'39" West 80.00 feet; thence South 00°21'49" West 100.00 feet; thence North 89°33'39" East 160.00 feet to the point of beginning.

Real Property Subject to Phased Construction

All that part of Lot One (1) of a Certified Survey Map filed for record in Volume 6 of Certified Survey Map on Page 2 in the office of the Register of Deeds for Sheboygan County, Wisconsin, on February 9, 1981 as Document Number 1064041 being a part of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 1, Township 13 North, Range 22 East, Village of Oostburg, Sheboygan County, Wisconsin, except that part as being described as Phase I.

Section 5. Covenants, Conditions and Restrictions: Certain covenants, conditions and restrictions upon the use or uses of the condominium property are set forth throughout this Declaration.

CONDOMINIUM PLAN AND

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, the Declarant hereby establishes the following plan for condominium ownership of the real property described above and the buildings and improvements hereafter located thereon pursuant to the provisions of the Condominium Ownership Act, and hereby declares that all said property shall be held, occupied, used, transferred, sold and conveyed subject to the terms, conditions and restrictions of this Declaration.

ARTICLE I.

DEFINITIONS

As used in this Amended Declaration, o in any other amendment thereto, unless otherwise provided or unless the context requires otherwise, the following words/terms shall have the meaning set forth below.

Section 1.1 "Association": shall mean and refer to the Parkview Owners Association, which association shall be an unincorporated, non-profit association, its successors and assigns.

Section 1.2 "Unit Owner": shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to any unit described in this Declaration, and may also be referred to in this Declaration as "Owner".

Section 1.3 "Condominium Property": shall mean and refer to the real property described herein, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

Section 1.4 "Building": shall mean, refer to and include each of the several detached structures identified herein and also depicted on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.5 "Unit": shall mean, refer to and include each part of the condominium property designated as and intended for residential use, including one or more cubicles of air at one or more levels in a building.

Section 1.6 "Common Elements": shall mean, refer to and include all of the condominium property excepts its units.

Section 1.7 "Limited Common Elements": shall mean, refer to and include those common elements designated in this Amended Declaration or the condominium plat as reserved for the use of a certain unit, units or building to the exclusion of other units or building.

Section 1.8 "Common Expenses" and "Common Surpluses": shall mean refer to and include the expenses and surpluses of the Association.

Section 1.9 "Living Area": shall mean, refer to and include that part of the unit excluding the garage and storage areas, if any.

ARTICLE II.

PHASED CONSTRUCTION

Section 2.1 Declarant Reserves Right to Expand: Phase I of the project shall consist of four (4) duplexes, each duplex containing two (2) units. Three (3) duplexes shall be of the Grandview design and one duplex shall be of the Heritage design. The remaining proposed buildings or the alternates thereto, may be constructed in one (1) phase or in no more than six (6) additional phases containing one (1) or more buildings as the Declarant may decide. The buildings need not be completed in the numerical sequence in which they are numbered in this Amended Declaration. All proposed buildings are depicted on Exhibit A in their approximate location showing buildings five (5) and six (6) to be duplexes of the Heritage design and buildings seven (7), eight (8) and nine (9) may be replaced by buildings of either the Grandview or Heritage duplex design, or a combination thereof, but containing not more than the same number of units than would have been contained in the four (4) unit Parkwood design buildings. In any event, buildings seven (7), eight (8) and nine (9) shall be constructed as all Parkwood-type design buildings or buildings

seven (7), eight (8) and nine (9) shall be replaced by buildings seven (7), eight (8), nine (9) and separately numbered buildings containing duplex type buildings of either the Heritage or Grandview design. If the option of building Heritage and/or Grandview type buildings in place of the Parkwood buildings is exercised, than it is possible that the number of units in the project shall be less than twenty-four (24).

The Declarant specifically reserves the right to initiate construction of the additional phase(s) and does not by this Amended Declaration or this reservation committ to initiate or complete construction of any of the remaining phases.

Section 2.2 Time Limits on Reservation: Declarant shall have five (5) years from the date of the recording of this Amendment to the Declaration of the project in the office of the Register of Deeds for Sheboygan County, Wisconsin, to complete construction of this project. The Declarant exercises the right to add a phase to the project by filing an amendment to the plat of the project with the office of the Register of Deeds for Sheboygan County, Wisconsin, and commencing construction of a building in said phase by excavation of the basement, if any, or the commencement of the construction of footing for said building.

ARTICLE III.

DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Description of Buildings: Phase I of Parkview Condominium shall consist of four (4) two (2) unit buildings. Buildings one (1), two (2) and three (3) shall be of the Grandview design. Building four (4) shall be of the Heritage design. The total number of units in Phase I shall be eight (8). Buildings five (5) and six (6) if built, shall be either the Heritage or Grandview design. Buildings

seven (7), eight (8) and nine (9), if built, shall be of the Parkwood design. If the Declarant does not exercise the option to build any buildings of the Parkwood design, than those buildings of the Parkwood design shall be replaced by not more than the same number of units as would have been contained in the Parkwood buildings seven (7), eight (8) and nine (9) of a duplex design, either being of the Grandview or Heritage design. In the event of the Parkwood design buildings are being replaced by Heritage and/or Grandview design buildings, than it is possible that additional numbers beyond building number nine (9) will be added.

"Parkwood"

The Parkwood buildings when constructed will consist of two stories with attached four car garage and shall, in addition, have a basement. The construction shall be frame with brick veneer on the lower story and with a poured concrete foundation and either aluminum or wood siding above the brick veneer on the lower level. Each building will consist of four separate living units more particularly described hereinafter below.

"Grandview and Heritage"

The Grandview and Heritage buildings when constructed will consist of one story with a basement and will be of frame construction with poured concrete foundation and basement, with aluminum exterior siding and brick veneer on the first four feet of the front of each building. Each building will consist of two separate living units more particular described hereinafter below.

Section 3.2 Description of Units:

"Parkview"

Each of the four units situated in the Parkview building afore-described shall be separately designated by an identifying letter (A, B, C and D) as set forth on Exhibits E, F and G. Said exhibits

show the immediate limited common elements to which each unit has access to a corridor or a corridor and stairway as well as an exterior door. The living portions of each unit shall be wholly contained upon one of the two floors, with two units occupying each floor. In addition, each unit will consist of a garage and storage area as designated herein. In addition, the unit will consist of that portion of the basement designated as storage by a letter corresponding to the designation of the living area of the unit.

"Grandview and Heritage"

Each of the two units situated in each of the buildings aforedescribed shall be separately designated by an identifying letter (A or as set forth on Exhibits B and C and H and I. The units shall be of the duplex type design and each unit will consist of a main floor (with a garage on said main floor), a crawl space above the main floor and a basement. The two levels will be connected by interior stairways fully contained within each separate unit and access to the exterior of the building shall be had through separate exit and entry doors for each unit. In addition, there shall be two alternate floor plans for the Grandview as set forth on Exhibit D and J, which shall be alternatives to the floor plans shown on Exhibit C.

"All Buildings"

Each unit shall have electric baseboard heat, electric hot water heater, separately metered electricity, and include a stove and refrigerator. In addition, each unit shall be carpeted throughout except that at the owner's option there shall be vinyl flooring in the kitchen and the bathrooms of each unit. The alternate to the duplex as set forth herein above shall be at the Declarant's option. The boundaries of each unit shall be as set forth in Article IV, Section 4.3 below. If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any

other unit whereupon any portion of the common or limited common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In interpreting the exhibits attached hereto, the existing physical boundaries of a unit or a unit which is constructed in substantial compliance with the plan thereof, shall be conclusively presumed to be within its boundaries rather than the dimensions expressed in the attached exhibits, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

Section 3.3 Description of Common Elements: The location of the common elements on the condominium property are shown on exhibits attached hereto and also designated on the condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, and the items of property and facilities included within the meaning of said term are as stated in Section 1.6 of this Amendment to Declaration. The owners of each unit shall have an undivided interest as tenants in common in the common elements as hereinafter described in this Declaration.

Section 3.4 Description of Limited Common Elements: The limited common elements are part of the common elements of the project, but are permanently assigned and limited to the exclusive use of designated units as follows:

"Parkwood"

Area A: The patio area adjacent to Units A and B onto which patio each of the units has separate direct access as designated on Exhibit F.

Area B: The "rescue platform" attached to and adjacent to Units C and D which decks have direct access from each unit by a door as designated on Exhibit G, although the use of said "rescue platforms" may be otherwise limited.

Area C: The entryway, stairways, hallways and adjacent areas designated on Exhibits E, F, and G, which areas are limited to the exclusive use of the units located in each building.

Area D: The driveway area in front of each of the respective unit's garage which shall be for the exclusive use and benefit of that unit for driveway purposes. Exhibit A shows the driveway and parking areas.

"Grandview and Heritage"

Area A: The front stoop, the back stoop or deck attached to each unit as designated on Exhibits C and H.

Area B: The driveway in front of the garage assigned to each unit. (The garage which is a part of the building shall be considered a part of the unit).

The limited common elements designated herein shall be assigned to the exclusive use of the particular unit and units designated and limited common elements shall be assigned by the Declarant to a unit purchaser and such conveyance shall designate such assignment. Thereafter, the unit to which each of the limited common areas was assigned shall have the exclusive use thereof and any subsequent conveyance of title to such unit shall pass with it as an appurtenance thereto the exclusive (mutual) use herein provided for. The use of the limited common elements aforedescribed shall be restricted to the purpose for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Amendment to Declaration or the By-Laws of the Association or any rules or regulations as may from time to time be adopted by the Association.

The limited common elements designated shall be subject to access under the provisions of this Amendment to Declaration, the By-Laws of the Association or any rules and regulations as may from time to time be adopted by the Association, such access including, but not being limited to, the purposes of maintenance, inspection and repair.

ARTICLE IV.

PROPERTY RIGHTS

Section 4.1 Percentage of Undivided Interest in Common Elements:

The fraction of undivided interest owned in the common elements (includ the limited common elements being a part thereof) and facilities appertaining to each unit in Phase I and its owner is one-eighth (1/8), which interest shall be conveyed with each unit.

Upon the addition of each phase or phases of the project, a new fraction will be determined based upon the number of units added. Each of the units in Phase I and subsequent phases, if any, shall have the same interest in the common elements. Effective date for determining the new fraction shall be the date the phase is added to the project, which date shall be for the purposes of this subparagraph only, the date a building permit is issued for the construction of the building or buildings in the added phase.

Declarant acknowledges that the various units may be of different square footage, different construction, different costs, different assessed valuations, and be contained in different style buildings having two or three bedrooms, but has designated each unit regardless of such factors as having an equal interest in the common elements.

Section 4.2 Status and Ownership of Units: Each unit, together with its undivided interest in the common elements and facilities shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

Section 4.3 Boundaries of Units: The boundaries of the residenti living element of each unit shall be the underside of the finished interior surface of its perimeter walls, floors and ceilings. Such finished surfaces being included within the unit. In addition, a unit will contain a garage and/or storage areas. The interior space of said areas shall be included in the unit.

Section 4.4 Rights in Common Elements: Each owner, together with his family and guests, and tenants shall use the common elements

for all purposes for which it was designed and intended. No owner, his family and guests or tenants may hinder or encroach upon the lawful rights of any other owner, such owner's family and guests or tenants with respect to such use, with the exception of the limited common elements as described in this Amendment to Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations set forth in this Amendment to Declaration or in the By-Laws of the Association, and the rules and regulations adopted pursuant thereto.

Section 4.5 Easement of Enjoyment: Every owner shall have a non-exclusive right to an easement of enjoyment in and to the common elements, including, but not by way of limitation, a right and easement of ingress and egress over, upon and across the common elements necessa for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

Section 4.6 Association Easement for Utilities and Services: There shall be located in the crawl space above unit "A" in each duplex and unit "C" in each four unit building, a booster for the TV antenna attached to said building and such booster shall be considered a fixture and therefore condominium property and the Association shall have an easement as may be necessary for the service and/or replacement of said booster and atenna. In addition, there shall be located on the condominium property a water meter for water service to be used for watering the condominium grounds and any other purpose determined by the Association to be appropriate as well as a power meter for registering the electricity used to light the condominium property and the Association shall have the necessary easement of access to said utilities for whatever maintenance, use or repair is necessary. In addition, there shall be located in the basement area of each duplex

unit a sump pump which shall be considered a part of the unit and there shall be located a sump pump in the common basement corridor in the four unit building which sump pumps shall be considered condominium property and the Association shall have the right of easement for repair, maintenance and inspection of said pumps as may be condominium property. The electricity to run said sump pumps in the duplex shall be that of the owners of the duplex and the expense of running the sump pump in the four unit buildings shall be the expense of the Association. It is anticipated that the cost of running these pumps is of such a negligible amount that they may be treated as they are herein for expense purposes. It is further contemplated that the Association or its agents and employees shall have an easement for inspection, maintenance and repair of all condominium property as may be reasonable to accomplish the purposes of the Association.

Section 4.7 Other Easements: The condominium property shall be subject to the following easements, and all rights appurtenant thereto:

a. Right-of-way over private driveway (alleyway) for access to public street and to parking as shown in Exhibit A, and more particularly described and set out in the condominium plat recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin, for us in common by the owners and their assigns subject to this Declaration and the By-Laws of the Association and any rules made thereunder.

b. Any utility easement present now or necessary in the future as may be granted for gas, water, electrical, telephone services and sewer, whether or not evidenced by an instrument in writing of public record.

c. Should any of the aforedescribed easements hereafter be requir to be evidenced by written instrument, Declarant reserves the right to convey same in its name alone, which conveyance shall be binding upon each owner of any unit on the condominium property by the acceptance of any right, title or interest therein.

d. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the Declarant, its successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the condominium property, their respective heirs, personal representatives, successors and assigns.

f. The condominium property as it may be expanded by future development by addition of phases, proposed herein, shall be subject to such additional easements as may appertain to said property and as may be necessary to expand the condominium property.

ARTICLE V.

MEMBERS AND THEIR VOTING RIGHTS

Section 5.1 Members: Every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title or a similar interest merely as security for the performanc of an obligation) to a unit, whether existing or proposed (as described herein), shall be a member of the Association which shall administer the common areas.

Section 5.2 Voting Rights: Each unit, whether existing or propos shall be entitled to one vote only. If an owner shall own more than on unit, such owner shall be entitled to one vote for each unit owned. If there exists more than one owner of a unit, then they shall determin between themselves who has the right to cast the one vote or may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one, have more than one vote. For the purpose of this subparagraph the total proposed number of units shall be twenty-four (24) unless the condominium project is completed with less total units being constructed.

Section 5.3 Proxy on Behalf of Owner or Owners: In addition to the owner or owners exercising their voting right under Section 5.2 above, the owner or owners may designate a proxy on his or their behalf who need not be an owner and such proxy shall be entitled to cast the vote appurtenant to such unit or units at all meetings of unit owners. The designation of any proxy shall be made in writing to the secretary of the Association and shall be revocable at any time by written notice to the secretary by the owner or owners so designatin

ARTICLE VI.

COVENANT (AND LIEN) FOR ASSESSMENTS

Section 6.1 Assessments, and Lien and Personal Obligation Therefo Declarant, for each unit (whether existing or under construction) owned on the condominium property, hereby covenants and agrees to pay, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to covenant and agrees to pay to the Association monthly assessments, special assessments for capital improvements and building assessments, which shall be established and collected as hereinafter provided in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be and constitute a continuing lien in favor of the Association upon the unit(s), and the undivided interest in the common elements and facilities appurtenant thereto against which such assessments is made, which lien shall arise and run from the time a Certificat for Lien is filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, or other appropriate place according to law, by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such information as is necessary to properly identify the unit against which the lien exists, the record owners thereof and the amount of the lien claim,

and shall be signed by any officer of the Association. A lien for assessments, as provided for herein, may be foreclosed as provided in Section 703.16 of the Wisconsin Statutes. In addition to the foregoing, such assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be a personal obligation of the owner(s) of the unit against which assessed at the time such assessment (or any installment thereof) is due, and such personal obligation shall pass to the successors in title (except for mortgagees, their successors and assigns, and other purchasers who obtain title to the unit as a result of a first mortgage foreclosure) to such unit, and each owner of any unit, by acceptance of any right, title or interest therein, is deemed to assume the obligation to make such payment.

Section 6.2 Purpose of Assessments: The assessment levied by the Association shall be used to enhance the property value, to promote the recreation, health, safety and welfare of the unit residents, and for the maintenance and improvement of the condominium property. Subjec to the provisions following, assessments shall be used to pay the commor expenses of the Association for such items, but not by way of limitatior as: general maintenance services of the common elements (and facilities appurtenant thereto) and Association property; liability, fire and extended coverage insurance premiums for the common elements; utility charges for any part of the condominium property not individually metered to units; lawn care, landscaping, trash services, snow removal, repair, maintenance and operation of the common elements, facilities and Association property. Subject to the provisions of Section 6.3 following, special assessments for capital improvements shall be used to defray, in whole or in part, the common expenses for the costs of reconstruction, repair or replacement of capital improvements on the common elements or Association property, and the construction or purchase of new capital improvements, but may be levied only upon

the affirmative vote of seventy-five (75%) percent of the voting power of the members of the Association at a meeting duly called for that purpose in accordance with the provisions of the By-Laws of the Association, except as to repair and reconstruction after damage not in excess of Ten Thousand ($10,000.00) Dollars, for which the Board of Directors is authorized to, and shall, arrange such repair and reconstruction as set forth in greater detail hereinafter.

Section 6.3 Common Expenses (and Surplus); Payment of the Annual Assessment: The common expenses under Section 6.2 above shall be charged to (and the common surplus shall be distributed among) the unit owners based upon the ratio that the unit owners of the two bedroom units shall pay eight-tenths (8/10) of the common expenses of the owners of three bedroom units, if any. If there are no three bedroom units than all unit owners shall share equally in the common expenses referenced herein. This ratio is based upon such considerations as the lineal footage of the walls of each unit, the roof area of each unit, excluding garage, the parking areas attributable to the unit, or adjacent to the unit, the expected purchase price of the units, the anticipated valuation of the units, the square footage of the units and the contemplated use pressure on the common elements as may vary from unit to unit.

Declarant understands that the voting rights set forth herein above in Article V are different from the means of prorating the common expenses, but believes that this proration is equitable based upon the factors set forth herein above.

Section 6.4 Date Annual Assessments Commence: The annual assessments provided for above shall commence as to the units in the first building on the 1st day of the 1st month following the conveyance of any units in said building by the Declarant (or occupancy of any of the units in the building by a tenant) and shall be due and payable to the Association each year thereafter on the same date. The assess-

ment shall likewise begin the 1st day of the 1st month following the conveyance of any further units in any additional building (or occupancy of said units by tenants) and the assessment shall be a pro rata portion of the assessment for the remainder of the assessment year previously established as set forth herein. An assessment may be paid in monthly installments, except first year's annual assessment, equal to one-twelve (1/12) of the annual assessment determined by the Association if the owner so chooses, but a service charge equal to twelve (12%) percent of the annual assessments, shall be added to said assessment, the service charge being payable in twelve (12) equal installments, as well as the annual assessment. If the owner so chooses to make monthly installments, written notice of the amount due each month shall be mailed by the Association to those units requesting such notice. Should the annual assessments be determined insufficient to pay the common expense for such levied, the Board of Directors of the Association may increase the amount thereof, and thereupon shall give written notice of such action to the unit owners.

Section 6.5 Disposition of Excess Assessments: In the event the Board of Directors determines that assessments have been made or assesse to the unit owners, the Board of Directors may repay those excessive assessments or credit all or a portion of excessive assessments to the next annual assessment. Excessive assessments would be those assessment collected or due for which there are no existing or projected common expenses within a one-year period, necessitating the payment of such funds or for which no specific contingency exists. The Board of Directors may make such repayments in their discretion, with due regard for past payment pattern and future needs.

Section 6.6 Certification of Status of Assessments: The Associati shall furnish, upon request of a unit owner or such other persons who have a bona fide interest in the status of such assessments, a Certifica signed by an officer (other than an owner of the unit for which requeste of the Association setting forth as a specified date the amount of unpai

or excess assessments on a specified unit.

Section 6.7 Remedies of Association of Non-payment of Assessments In addition to the right of the Association to foreclose a lien for non-payment of assessments due and owing, an action at law against the owner(s) personally obligated to pay same may be brought by the Association. No owner may waive or otherwise escape liability for the payment of assessments by non-use of any of the common elements or by abandonment of his, her and/or its units.

Section 6.8 Priority of Lien: A lien for assessments shall be prior to all other liens except only (a) liens of general and special taxes, (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanics' (construction) liens prior to the making of such assessment, as provided in Section 703.16 of the Wisconsin Statutes.

Section 6.9 Grounds Maintenance Expenses: In the event that it is necessary for certain grounds maintenance upon the condominium property which is still under the control of the Declarant and no buildings have been constructed on said part of the condominium property, then the Declarant shall be reponsible for said grounds maintenance limited to landscaping, grasscutting and snow removal as may be necessary and such expenses shall not become part of the annual assessment contemplated herein attributable to the unit owners.

ARTICLE VII.

DAMAGE AND DESTRUCTION OF PROPERTY

Section 7.1 Repair and Reconstruction After Damage: In the event of any damage to or destruction of the property of the condominium as a result of fire or other casualty and the damage is less than a total loss to said common elements, repairs shall be promptly undertaken by the Association to reconstruct the property to a condition compatible with the remainder of the condominium. Any cost of repair or reconstruction in excess of available insurance proceeds shall be a common expense.

Section 7.2 Total Loss or Loss in Excess of Insurance Proceeds: In the event the common elements of the condominium are damaged to an extent more than the available insurance proceeds or the condominium property is damaged to the extent that it is a total loss for insurance purposes, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having seventy-five (75%) percent of the votes. In the case of partition, the net proceeds of sale, together with the net proceeds of insurance, shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interest in each unit.

Section 7.3 Damages Not in Excess of Ten Thousand ($10,000.00) Dollars: Any damage less than T en Thousand ($10,000.00) Dollars, whether by fire, casualty or otherwise, shall be considered for the purpose of this Declaration as a maintenance and repair matter pursuant to Article IX below.

ARTICLE VIII.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the condominium property, nor shall any addition, change or alteration be made to or on the building exteriors until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and approved by the Board of Directors of the Assocition. In the event the Board of Directors fails to approve such plans and specifications

within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved.

ARTICLE IX.

MAINTENANCE AND REPAIR

Section 9.1 All maintenance and repairs, including replacement of window panes and glass doors, if any, structural or nonstructural, ordinary or extraordinary shall be made by the owners of each unit unless otherwise provided for herein. Each unit owner shall be responsible for all damages to any other unit or to the common or limited common elements and facilitites resulting from misconduct, negligence or miuse.

Section 9.2 All maintenance, repairs and replacements provided in Article VI set forth above in the common and limited common elements, whether located inside or outside of the building or the units (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner) shall be made by the Board of Directors and shall be charged to all unit owners as a common expense as set forth in Article VI above.

Section 9.3 The Declarant shall bear the responsibility of maintenance or repair to any building (units) under construction for which an occupancy permit has not yet been issued by the municipality.

ARTICLE X.

USE RESTRICTIONS

Section 10.1 Residential Use. Each unit is intended for and its use shall be restricted to a single family residence only, occupied by the owner of such unit. Exceptions and special rules relating to occupancy are set forth in detail in the By-Laws of the Association or any rules established by the Association that may be permitted by the By-Laws.

Section 10.2 No nuisance shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to

its residents or interferes with the peaceful possession or proper use of the property by its residents.

Section 10.3 No signs of any kind shall be displayed to public view on the condominium property except those approved and authorized in advance by the Board of Directors of the Association.

Section 10.4 Additional Rules and Regulations: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association, which regulations impose additional use restrictions on the condominium property, including but not limited to restrictions relating to the keeping of pets upon the condominium property and the placement of furniture or other items within the limited common or common elements.

ARTICLE XI.

INSURANCE

Section 11.1 Property Insurance: The Board of Directors shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all condominium property, but not including furniture, furnishings or personal property owned by or located in units. Such insurance shall cover the property and shall name as insureds the Association, the Board of Directors, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to the full replacement value of the buildings without deduction for depreciation. If coverage for replacement value cannot be obtained the insurance coverage shall be for the greatest value obtainable through due diligence of the Association in its attempts to obtain insurance coverage. Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association as trustee for all unit owners and their mortgagees as their interests may appear.

Section 11.2 Payment of Loss: All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof, if $10,000.00 or less, shall be payable directly to the Board of Directors, and if more than $10,000.00, shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association.

Section 11.3 Policy Requirements: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least 10 days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings, including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

Section 11.4 Public Liability Insurance: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year, until the first meeting of the Board of

Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least $1,000,000.00 covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in the Exhibits hereto.

Section 11.5 Additional Insurance: Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable effort shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each building or unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premise as may be made by third parties and is further responsible for obtaining such property insurance as may be necessary to insure his interest in personal or other property within Parkview Condominium.

ARTICLE XII.

GENERAL PROVISIONS

Section 12.1 Covenants and Enforcement: All of the requirements imposed upon the owners of the condominium property by this Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Unit Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors.

The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Amendment to Declaration and the By-Laws and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

Section 12.2 Additional Rights of Mortgage Holders: The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purposes considering any proposed amendment to this Amendment to Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided herein, a notice of any default of any unit owner as to any of the provisions of this Declarati the Articles and the By-Laws thereunder, simultaneously with giving the required notice to any unit owner for such violation. Further, if requested, the Board of Directors shall give notice in writing to any mortgage holder of any damage to a mortgaged unit in excess of $1,000.00 or to the condominium property in excess of $10,000.00.

Section 12.3 Amendment of Delcaration: This Amendment to Declaration may be amended by the Declarant until all units have been sold, conveyed and paid for soley in order to correct any errors or omissions herein or by vote of at least 75% of the authorized votes voting as owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the By-Laws of the Association or by unanimous vote by all members of the Board

of Directors of the Association at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the provisions of Section 703.13(4) of the Wisconsin Unit Ownership Act shall apply to any vote to change or alter the percentage of ownership in the common or limited common elements; and further provided that any amendment comply with Secton 12.2 above, relating to the rights of mortgage holders.

Section 12.4 Termination of Condominium Plan: This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Statutes.

Section 12.5 Other Assessments: Should any local government unit levy an assessment for public improvements against any part of the condominium property, such assessments shall be paid by the Association as a common expense, and the share thereof allocated to each unit as provided in this Declaration shall become and be added to the assessmen against each unit.

Section 12.6 Service of Process: The person to receive service of process upon the Association shall be Gordon J. Veldboom, Jr. whose business address is 1218 Center Avenue, Oostburg, Wisconsin 53070. The members of the Association may from time to time designate a succes to receive service of process, which shall be effected by compliance with statutory provisions of the State of Wisconsin therefor.

Section 12.7 Severability: In the event any one or more of the covenants, conditions, restrictions or easements contained in this Declaration is declared invalid, such invalid provisions shall in no way affect any other provisions of this Amendment to Declaration which shall remain in full force and effect.

Dated at Oostburg, Wisconsin, this 10th day of August, 198

GORDON VELDBOOM, SR. a/k/a GORDON J. VELDBOOM,

GORDON J. VELDBOOM, JR.

STATE OF WISCONSIN)
ss.
SHEBOYGAN COUNTY)

Personally came before me this 10th day of August, 1982, the above named Gordon J. Veldboom, Jr. and Gordon Veldboom, Sr. a/k/a Gordon J. Veldboom, Sr., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

John N. Gunderson
Notary Public, Sheboygan County, Wiscons
My Commission: is Permanent

The Oostburg State Bank, the holder of a Mortgage as to the premises described herein above, hereby consents to this Amended Declaration of Condominium.

OOSTBURG STATE BANK

By: _____
Keith Brill, President

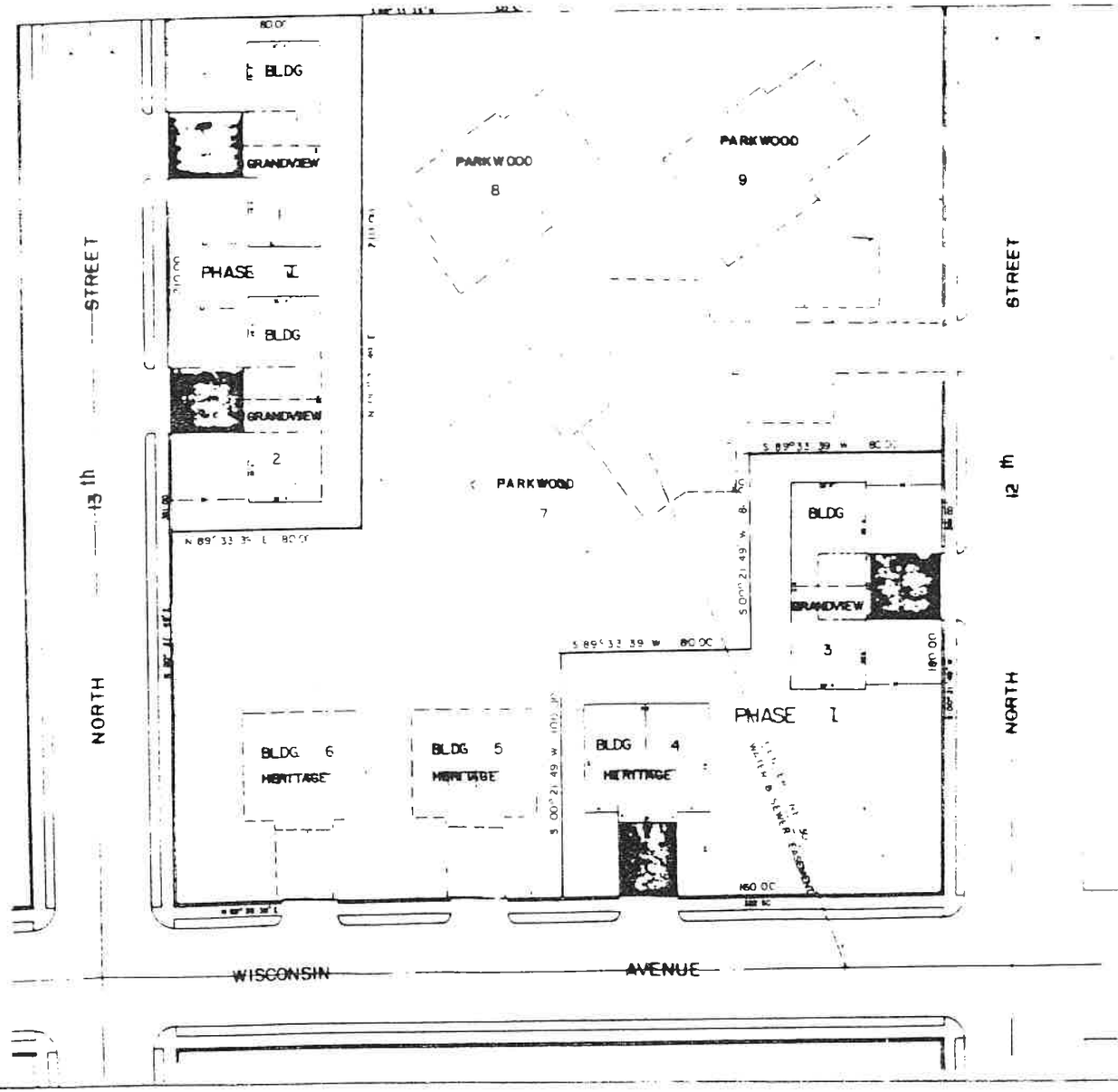
By: _____
Gary DeMaster, Cashier

STATE OF WISCONSIN)
ss.
SHEBOYGAN COUNTY)

Personally came before me this 10th day of August, 1982, the above named Keith Brill and Gary DeMaster, President and Cashier of Oostburg State Bank, a Wisconsin banking corporation, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same as officers of said bank.

John N. Gunderson
Notary Public, Sheboygan County, Wiscon
My Commission: is Permanent

EXHIBIT A



AMENDED PLAT OF

PARKVIEW CONDOMINIUM

BEING PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 1, T 13N, R 22E, VILLAGE OF OOSTBURG SHEBOYGAN COUNTY, WISCONSIN AND DESCRIBED AS BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 6, PAGE 2 OF C.S.Ms. AS DOC No 1064041

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTION OF THE CONDOMINIUM DESCRIBED AND CORRECTLY SHOWS THE LOCATION OF EACH BUILDING AND COMMON ELEMENTS TO THE BEST OF MY BELIEF AND ABILITY

DENNIS J VAN SLUYS W.R.L.S.-1236

PHASE I

BEING DESCRIBED AS BEGINNING AT THE NW COR OF THE ABOVE LOT 1 THENCE S 00°21'49"W, 210.00 THENCE N 89°33'39"E, 80.00, THENCE N 00°21'49"E, 210.00, THENCE S 89°33'39"W, 80.00' TO THE POINT OF BEGINNING

ALSO BEGINNING AT THE SE COR OF ABOVE LOT 1 THENCE N 00°21'49"E, 180.00, THENCE S 89°33'39"W, 80.00' THENCE S 00°21'49"W, 80.00', THENCE S 89°33'39"W, 80.00', THENCE S 00°21'49"W, 100.00', THENCE N 89°33'39"E, 160.00 TO THE POINT OF BEGINNING

LAND SURVEY

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP AND COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKVIEW CONDOMINIUM

THIS AMENDMENT to the Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for Parkview Condominium is made by the declarant, Gordon Veldboom, Sr., a/k/a Gordon J. Veldboom, Sr., and Gordon J. Veldboom, Jr., pursuant to Section 703.26 of the Condominium Ownership Act and Article II of the Amended Declaration of Parkview Condominium recorded for record in Volume 920 of Records on pages 782/817 as document number 1078870 in the office of the Register of Deeds for Sheboygan County, Wisconsin.

RECITALS

By this Amendment the declarant herein adds Phase III to the Parkview Condominium.

ARTICLE I.

DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1.1 Description of Real Property in Phase III: Being described as beginning at the Southwest corner of the above Lot 1, thence North 00°21'49" East, One Hundred Fifty-one (151) feet, thence North 89°33'39" East Eighty (80) feet, thence North 00°21'49" East Two Hundred Ten (210) feet, thence North 89°33'39" East Seventy-seven and fifty one-hundredths feet (77.50), thence South 24°56' East, One Hundred Ninety-eight and eighty-eight one hundredths feet (198.88), thence South 00°21'49" West Eighty (80) feet, thence South 89°33'39" West One Hundred Fifty-five (155) feet, thence South 00°21'49" West One Hundred (100') feet, thence South 89°33'39" West Eighty-seven and fifty one-hundredths (87.50) feet to the point of beginning.

Section 1.2 Description of buildings: Phase III of Parkview Condominium will consist of three (3) two (2) unit buildings. Buildings six (6), seven (7) and eight (8) shall be of the Heritage design. The total number of units in Phase III shall be six (6). The total number of units in Phases I, II and III shall be eighteen (1

Section 1.3 Description of units: The units are described in the original Condominium Declaration and amendments thereto.

ARTICLE II.

PROPERTY RIGHTS

Section 2.1 Percentage of Undivided Interest in Common Elements: The fraction of undivided interest in the common elements (including the limited common elements being a part thereof) and facilities appertaining to each unit in Phases I, II and III and its owner is one-eighteenth (1/18), which interest shall be conveyed with each unit.

Section 2.2 Easement: The private driveway designated on Exhibit A extending from North 12th Street to Phase II and into Phase III is a private drive for purposes of ingress and egress to buildings seven (7), eight (8) and nine (9) as designated herein and in previous condominium documents, and as proposed for the use and benefit of said buildings it shall be a common element of the condominium, but shall be treated as a limited common element appertaining to buildings seven (7), eight (8) and nine (9) for purposes of maintenance and repair as further designated hereinafter below.

ARTICLE III.

MEMBERS AND THEIR VOTING RIGHTS

Section 3.1: The same formula for determing voting rights of each unit owner shall as set forth in the amended declaration previously filed.

ARTICLE IV.

MAINTENANCE AND REPAIR

Section 4.1: Eastment Road. Any maintenance and repair to the private drive mentioned hereinabove, after the initial construction of said drive, shall be borne by the unit owners utilizing said drive for purposes of ingress and egress and shall be paid on a pro rata basis by the then existing unit owners.

Dated at Oostburg, Wisconsin, this ____ day of _____, 1984.

Gordon Veldboom Sr.
GORDON VELDBOOM, SR. a/k/a
GORDON J. VELDBOOM, SR.

Gordon J. Veldboom Jr.
GORDON J. VELDBOOM, JR.

STATE OF WISCONSIN)
: ss.
SHEBOYGAN COUNTY)

Personally came before me this ____ day of _____, 1984, the above named Gordon Veldboom, Sr., a/k/a Gordon J. Veldboom, Sr. and Gordon J. Veldboom, Jr., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Sheboygan County, Wisconsin
My Commission: _____

The Oostburg State Bank, the holder of a Mortgage as to the premises described hereinabove, hereby consents to this Amended Declaration of Condominium.

OOSTBURG STATE BANK

By: Terry Katsma
TERRY KATSMA, ASSISTANT CASHIER

By: Gary E. DeMaster
GARY DE MASTER, Cashier

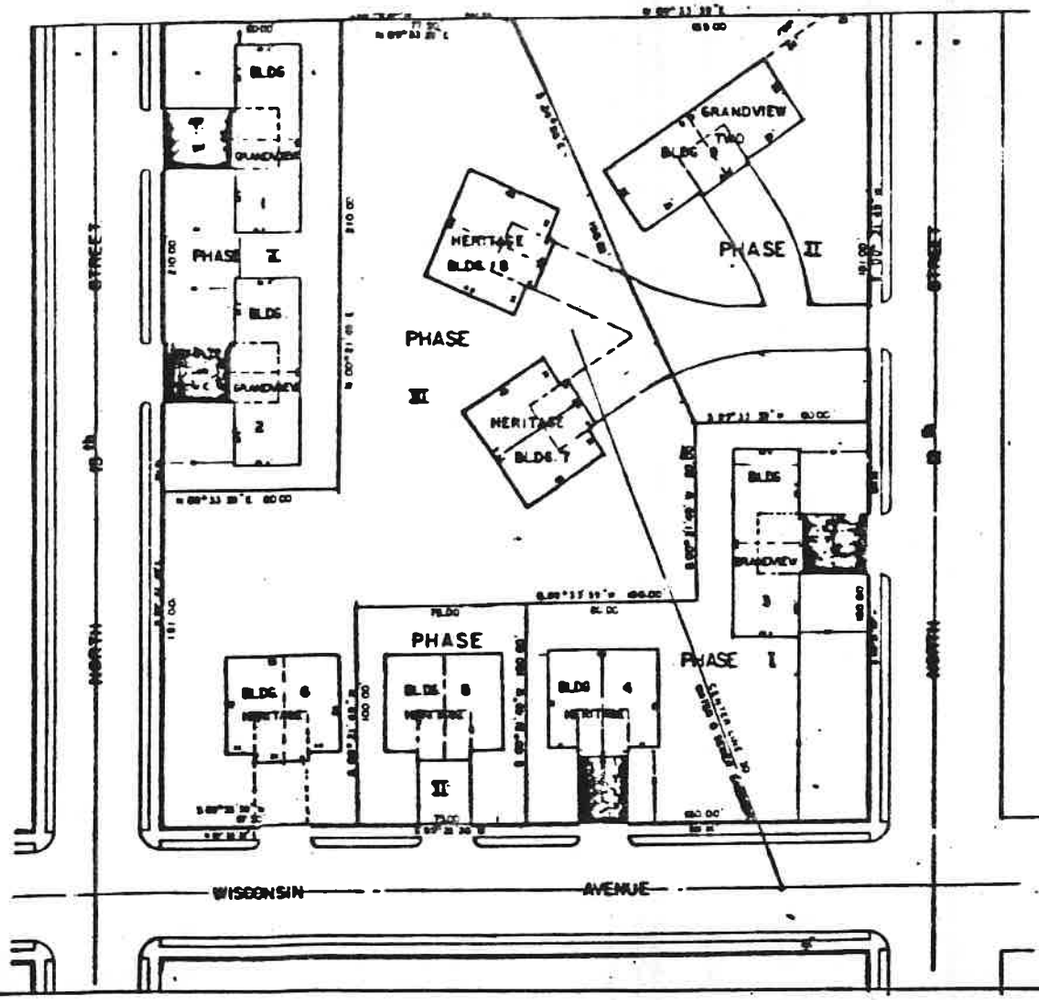
STATE OF WISCONSIN)
: ss.
SHEBOYGAN COUNTY)

Personally came before me this ____ day of _____, 1984, the above named Keith Brill and Gary De Master, President and Cashier of Oostburg State Bank a Wisconsin Banking Corporation, respectively, to me known to be the persons who executed the foregoing instrument and acknowledged the same as officers of said bank

Notary Public, Sheboygan County, Wisconsin
My Commission: _____

This Instrument was Drafted by:
Attorney John N. Gunderson

EXHIBIT "A"



AMENDED PLAT OF PARKVIEW CONDOMINIUM

BEING PART OF THE NW1/4 OF THE NE1/4 OF SECTION 1, T 13N, R 22E, VILLAGE OF OOSTBURG, SHEBOYGAN COUNTY, WISCONSIN AND DESCRIBED AS: BEING ALL OF LOT 1 OF A C.S.M. RECORDED IN VOLUME 6, PAGE 2 OF C.S.M.s AS DOC. No. 1064041

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTION OF THE CONDOMINIUM DESCRIBED AND CORRECTLY SHOWS THE LOCATION OF EACH BUILDING AND COMMON ELEMENTS TO THE BEST OF MY BELIEF AND ABILITY.

Dennis J Van Sluys

DENNIS J. VAN SLUYS W.R.L.S.-1235

PHASE I

BEING DESCRIBED AS BEGINNING AT THE NW COR OF THE ABOVE LOT 1, THENCE S.00°21'49"W., 210.00', THENCE N.89°33'39"E. 80.00', THENCE N.00°21'49"E., 210.00', THENCE S.89°33'39"W., 80.00' TO THE POINT OF BEGINNING.

ALSO BEGINNING AT THE SE. COR. OF ABOVE LOT 1, THENCE N.00°21'49"E., 180.00', THENCE S.89°33'39"W., 80.00', THENCE S.00°21'49"W., 80.00', THENCE S.89°33'39"W., 80.00', THENCE S.00°21'49"W., 100.00', THENCE N.89°33'39"E., 160.00' TO THE POINT OF BEGINNING.

PHASE III

BEING DESCRIBED AS BEGINNING AT THE SW. CORNER OF THE ABOVE LOT 1, THENCE N.00°21'49"E., 181.00', THENCE N.89°33'39"E., 80.00', THENCE N.00°21'49"E., 210.00', THENCE N.89°33'39"E. 77.50', THENCE S.24°56'E., 198.88', THENCE S.00°21'49"W. 80.00', THENCE S.89°33'39"W. 155.00', THENCE S.00°21'49"W. 100.00', THENCE S.89°33'39"W., 82.50' TO THE POINT OF BEGINNING.

1" = 40'

BY-LAWS

OF

PARKVIEW HOMEOWNERS ASSOCIATION

A Non-profit unincorporated Association

ARTICLE I.

PLAN OF OWNERSHIP

Section 1. Ownership. Parkview Condominium located at Village of Oostburg, Sheboygan, Wisconsin, is submitted to the provisions of Chapter 703, Wisconsin Statutes of the Condominium Ownership Act of Wisconsin.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to Parkview Condominium.

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Declaration of Condominium Ownership and Covenants, Conditions and Restructions for the Project known as Parkview Condominium, hereinafter referred to as the "Declaration", as recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin.

ARTICLE II.

VOTING

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the unit in the Declarations.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding fifty-one (51%) percent of the votes in accordance with the percentage in the Declarations.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in the preceding paragraph of this article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy as set forth in the Declaration.

ARTICLE III.

ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Parkview Owners Association, hereinafter referred to as the "Associatic which Association will have the responsibility of administering Parkview

BY-LAWS
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Condominium, approving the annual budget, establishing and collecting monthly assessments, and arranging for the maintenance of Parkview Condominium. Except as otherwise provided in the Declaration and in these By-Laws, decisions and resolutions of the Association shall require approval by a majority as set forth hereinabove in Article II and in the Declarations.

Section 2. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on the date of execution of these By-Laws. Thereafter, annual meetings shall be held on the first Monday of June of each succeeding year. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or on a petition signed by a majority of the owners and having been presented to the secretary. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place of the meeting, to each owner of record, at least ten (10) but not more than twenty (20) days prior to such meeting. Meetings may be held with less notice than specified herein upon the waiver of notice by all members of the Association.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present either in person or by proxy may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all the Association meetings shall be as follows:

(a) Roll Call.
(b) Proof of notice of meeting or waiver of notices.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committee.
(f) Election of inspectors of election.
(g) Election of directors.
(h) Unfinished business.
(i) New business.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The Association's affairs shall

be governed by a Board of Directors composed of three (3) persons, all of whom must be owners of unit in Parkview Condominium, except that the initial Board of Directors shall be comprised of three (3) persons designated by the Declarant, Gordon J. Veldboom, Jr. and Gordon J. Veldboom, Sr.

Section 2. Initial Board of Directors. The initial Board of Directors shall serve for a period of five (5) years or until thirty (30) days after the conveyance of seventy-five (75%) percent of the common element interest to purchasers, whichever period is shorter. The period of Declarant control begins on the date that the first unit is conveyed by the Declarant to any person other than the Declarant. Prior to the conveyance of twenty-five (25%) percent of the common element interest to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third (33-1/3%) percent of the Board of Directors (one (1) director). No later than forty-five (45) days after the expiration of Declarant control the Association shall hold a meeting and all unit owners shall elect the Board of Directors of at least three (3) Directors. The Directors shall take office upon election. The term of one Director shall be a period of one (1) year, the term of another Director shall be a period of two (2) years and the term of the third Director shall be a period of three (3) years. Thereafter, the term of each successor Director shall be for a period of three (3) years. If the Declarant retains ownership of any of the units herein upon completion of all other units, such retention of ownership shall be considered to be a conveyance.

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the Association's affairs and such further powers and duties are set forth in the Declarations and may also do all such acts and things as are not by law or by these By-Laws or the Declarations directed to be exercised and done by the owners.

Section 4. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association or by the Declarations, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and common elements and facilities and the restricted common elements and facilities.

(b) Collection of monthly assessments from the owners.

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common elements and facilities, and the restricted common elements and facilities.

(d) Collection of special assessments from the owners which are not a part of the regular monthly assessments.

(e) File with the Secretary of State at times necessary, designation of the registered agent of the Association and to complete any and all other necessary documents and notices as required by Wisconsin Law.

(f) Maintain the roster of unit owners with their addresses and also

a roster of mortgages of condominium property as may be required under the Declarations, these By-Laws, or the Wisconsin Condominium Ownership Act.

(g) Designate those areas within the condominium common area where recreational and laundry areas may be maintained for the various units upon the condominium property.

Section 5. Election and Term of Office. The term of office of the designated Directors as set forth in Section 1 above shall be three (3) years. The term of office of the Director elected after twenty-five (25%) percent of the condominium common element is transferred shall be as set forth in Section 2 above. The Director shall hold office until their successors have been elected and hold their first annual meeting, or until such time as they are replaced pursuant to these By-Laws or resign.

Section 6. Vacancies. Vacancies in the Board of Directors caused for any reason shall be filled by a vote of the majority of the owners at a special meeting of the Association, and such Director shall serve the same term as the Director replaced, except that replacement of one of the original Board of Directors designated by the Declarant, Gordon J. Veldboom, Sr. and Gordon J. Veldboom, Jr., as provided herein shall be by designation of the Declarant of a new Director to fill such vacancy.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the owners, and a successor may then and there be elected to fill the vacancy thus created except that the original Board of Directors shall not be removed except by the Declarant, Gordon J. Veldboom, Sr. and Gordon J. Veldboom, Jr. Any directors whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organizational Meeting. The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting, unless such notice of waiver is signed by all of the Directors.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President in the same manner as regular meetings of the Board of Directors may be called. Further, special meetings may be called in the same manner by a majority of the Board of Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of

Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any busines may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the quorum shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the members present may adjourn the meeting from time to time. At any such meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association and assessed to the owners.

ARTICLE V.

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice-President, and a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Treasurer and/or an Assistant Secretary as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. On an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the Association's affairs.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed on him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall count and record all votes of the Association; he shall have charge of such books and papers as the Board of Directors may direct and he shall in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities 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 moneys 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.

ARTICLE VI.

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay annual assessments imposed by the Association to meet all communal expenses, which may include a liability and property insurance as set forth in the Declarations. The assessments shall be made pro-rata pursuant to the Declarations. Such assessments shall include a general operating reserve and a reserve fund for projected expenses. Such assessments may also include special assessments as allowed by the Declaration and the Board of Directors shall direct the Treasurer of the Association to adapt any procedures not inconsistent with these By-Laws or the Declaration to facilitate the collection of the annual assessments as provided therein.

Section 2. Maintenance and Repair.

(a) Each unit owner shall promptly perform all maintenance and repair work within his unit or units which, if omitted, would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of each unit, such as water, light, gas , power, telephones, air conditioners, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the unit owner's expense.

(c) A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damages through his fault.

Section 3. Use of Units.

(a) All units shall be utilized for residential purposes only, whether occupied by the unit owner(s) or by a tenant.

(b) An individual unit owner shall not make structural modifications or alterations in his unit or make installations located therein without previously notifying the Association in writing and gaining the specific written approval of the Association for such modifications, installations or alterations.

(c) No commercial business enterprise shall be conducted on the premises other than incidental cottage type craft businesses that require no storage of inventory, finished goods, customer shopping area, signs or other similar characteristics.

(d) Multiple ownership of units is not prohibited, but units shall be occupied as one family residential unit with no more than one (1) non-related occupant. Children, whether adopted or foster shall be considered members of the family for this clause rather than non-related occupants.

Section 4. Use of Common Elements and Limited Common Elements.

(a) A unit owner shall not cause any items to be placed in the common areas of the condominium property except as may be necessary for normal transit through them.

(b) A unit owner may store property within the limited common elements exclusively for the use of the unit owner, such as the patio. Property which may be stored in such area is limited to shovels, brooms, lawn furniture and similar items of personal property, provided, however, that no permanent storage of any item of personal property takes place in the outside area.

(c) No buses, recreational vehicles, trailers, campers, boats, unlicensed or unrepairable automobiles, machinery, snowmobiles, debris, junk or other similar material or items shall be stored, kept or maintained on the condominium property.

(d) Guest Parking. There shall be designated certain areas for guest parking upon condominium property and such designated parking area shall be used for guest parking only and shall not be used for the storage or parking of additional vehicles belonging to condominium unit owners.

Section 5. Right of Entry. A unit owner shall permit representatives of the Association and other parties designated by the Association entry into the unit for purposes of maintaining the mechanical or electrical services, or performing any other act as authorized by these By-Laws or the Declaration of the Association.

Section 6. Pets. Unit owners shall not own, keep or board any pet outside of their unit. Unit owners may keep a pet owned by the unit owner inside the unit, but such pets shall be limited to domestic cats, birds and/or fish.

Section 7. Utility and Recreational Area. A portion of the property shall be designated as a utility and recreational area and shall be maintained by the Association for purposes of being a children's recreational area and recreational items may be placed upon that area. An area may also be designated for the purpose of drying clothing and appurtenances for such purposes may be placed in that area consistent with these By-Laws and the Declarations. Structures for children's play or structure for the airing and drying of clothing shall not be maintained at any other places upon the condominium property.

Section 8. Rental of Units. Unit owners may lease the unit or units which they own under such terms as otherwise comply with these By-Laws and the Declaration, if such rentals are by written lease on a form approved by the Association and further provided that a unit may not be rented more than twice during any calendar year, whatever the length of the tenancy contemplated by the lease or actually occupied by the tenant.

Section 9. Rules of Conduct. The Association may adopt such rules of conduct as may be necessary for the purposes of maintaining the property of Parkview Condominium and for the convenience of the owners of Parkview Condominium, including but not limited to the rules relating to the limited common elements of such condominium.

ARTICLE VII.

AMENDMENT TO BY-LAWS

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purposes, and no amendment shall take effect unless approved by owners representing at least sixty-seven (67%) percent of the total units as set forth herein and in the Declaration. (For the purposes of t By-Laws, sixty-seven (67%) percent and two-thirds (2/3) shall be considered the same).

ARTICLE VIII.

MORTGAGES

Section 1. Notice to Association. An owner who mortgages his unit or units shall notify the Association by advising the Secretary of the name and address of the mortgagee and the Association shall maintain such information in a book entitled Parkview Mortgages.

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit as well as any unpaid real estate taxes or special assessments levied by the taxing authority.

ARTICLE IX.

COMPLIANCE

These By-Laws are set forth to comply with the requirements of Wisconsin law and the Wisconsin Condominium Ownership Act. In the event any of these By-Laws conflict with the provisions of that statute, it is hereby agreed and accepted that the provisions of the statute or other applicable law will apply.

Dated this 7 day of August, 1982.

PARKVIEW CONDOMINIUM

By: _____
President

ATTEST:

By: _____
Secretary

ARTICLES OF ASSOCIATION
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ARTICLES OF ASSOCIATION OF PARKVIEW OWNERS ASSOCIATION

A Non-profit unincorporated Association

ARTICLE ONE
NAME

The name of this association shall be Parkview Owners Association.

ARTICLE TWO
PRINCIPAL OFFICE

The principal office of the association shall be 1218 Center Avenue, Oostburg, County of Sheboygan, State of Wisconsin. The association may have such other officers as may from time to time be designated by its members or its Board of Directors.

ARTICLE THREE
PURPOSES

The purposes of this association shall be to provide for the administration, maintenance, preservation and control of certain property situated in the Village of Oostburg, Sheboygan County, Wisconsin, subject to the Declaration of Condominium Ownership and Covenants, Conditions, and Restrictions for the condominium known as Parkview Condominium filed under the provision of the Wisconsin Unit Ownership Act. This association is organized and operated exclusively for the stated purposes and for other nonprofit purposes and no part of any net earnings shall be for the benefit of any member of the association.

ARTICLE FOUR
POWERS

In furtherance of the purposes described above, but not in limitation thereof, the association shall have all the powers given to it under the Declaration of the condominium and the By-Laws established hereunder and as may further be allowed pursuant to Chapter 703, Wisconsin Statutes.

ARTICLE FIVE
MEMBERSHIP AND VOTING RIGHTS

Every record owner, whether one or more persons or entities of a fee simple title (defined herein for clarification as including Land Contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed, as described in the Declaration aforestated, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership.

The association shall have one class of voting membership and each unit (whether existing or proposed) shall be entitled to one (1) vote only. The vote for any unit owned of record by more than one person or entity shall be exercised as set forth in the Declaration. In no event, however, shall more than one (1) vote attach to the unit.

Further membership provisions shall be set forth in the By-Laws.

ARTICLE SIX
MEETINGS

There shall be an annual meeting of the Association as more particularly specified in either the Declarations or the By-Laws and provisions shall be made for the calling of special meetings to conduct the business of the Association. A quorum at any meeting shall be a majority of the members of the Association. In the event that there is less than a quorum at any meeting, the presiding officer may adjourn the meeting from time to time until a quorum is present.

ARTICLE SEVEN
INITIAL REGISTERED AGENT

The initial registered agent for the Association shall be:

Gordon J. Veldboom, Jr.
1218 Center Avenue
Oostburg, Wisconsin 53070

ARTICLE EIGHT
BOARD OF DIRECTORS

The number of directors shall be fixed by the By-Laws, but shall not be less than three (3). The number of directors constituting the initial Board of Directors shall be three (3), the name and addresses of each such director being:

Gordon J. Veldboom, Jr., 1218 Center Avenue, Oostburg, Wisconsin 53070
Helen J. Veldboom, 1218 Center Avenue, Oostburg, Wisconsin 53070
Gordon J. Veldboom, Sr., 1218 Center Avenue, Oostburg, Wisconsin 53070

The By-Laws shall further state how directors are elected and the composition of the Board of Directors.

ARTICLE NINE
INDEMNIFICATION

The Association shall indemnify any present or former director or officer of the Association against expenses actually and necessarily incurred by him or her in the connection with the defense of any action, suit or proceeding in which he or she is made a party by reason of being or having been a director or officer, except in relation to matters as to which he or she shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty, but such indemnification shall not be deemed exclusive of any other legal right to which such director or officer may be entitled under any By-Law, agreement, vote of members or otherwise.

ARTICLE TEN
AMENDMENT TO ARTICLES

These articles may be amended or repealed, in whole or in part, by a vote of sixty-seven percent (67%) of those voting at any duly called meeting of the Association (for the purposes of these articles and the By-Laws sixty-seven percent (67%) shall be considered the same as two-thirds (2/3)).

ARTICLE ELEVEN
BY-LAWS

By-Laws shall be adopted. Such By-Laws may be amended in the same manner as amendments may be made to these Articles. Such amendments shall be binding upon all members.

ARTICLE TWELVE
DISSOLUTION OF ASSOCIATION

This association shall be dissolved only under circumstances consistent with the Wisconsin Unit Ownership Act.

Executed at Oostburg, Wisconsin, this ____ day of _____, 1982.

PARKVIEW OWNERS ASSOCIATION

By: _____
Gordon J. Veldboom, Jr.

By: _____
Helen J. Veldboom

By: _____
Gordon J. Veldboom, Sr.

ESTIMATED OPERATING EXPENSES FOR

PARKVIEW CONDOMINIUM

	MONTHLY	ANNUAL
ADMINISTRATION		
MANAGEMENT FEES		
MAINTENANCE		
INSURANCE (Fire and extended coverage plus $1,000,000.00 public liability insurance. Owner must purchase own coverage for furniture, furnishings, personal property and public liability within his unit)		
OPERATING EXPENSES:		
Fertilizer and weed control		
Grass cutting and trimming		
Snow Removal		
Water meter (common)		
Lighting (common)		
RESERVES		
TOTAL		

THE OPERATING EXPENSES SHOWN ABOVE ARE THE ESTIMATED COSTS FOR ONE BUILDING (2 UNITS). UPON COMPLETION OF BOTH BUILDINGS THE ABOVE ESTIMATES MUST BE MULTIPLIED BY 2. THE MONTHLY CHARGES PER UNIT WILL BE $

DEVELOPER (DECLARANT) MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.