5/17	**VALLEY VIEW II CONDOMINIUM** **DECLARATION OF CONDOMINIUM**	DOC# 922215 Recorded Aug. 22, 2000 AT 02:15PM
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Parcel I.D. Number:		Recording Area

VALLEY VIEW II CONDOMINIUM

673 and 675 Valley View Drive
Campbellsport, Wisconsin 53010

DECLARATION

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DECLARATION OF CONDOMINIUM
FOR
VALLEY VIEW II CONDOMINIUM
("Declaration")

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin ("Act"), by **CRAIG T. VOLLENDORF** ("Declarant").

1. Statement of Intent

The purpose of this Declaration is to submit the real estate and improvements hereafter described and the improvements thereon to the condominium form of ownership in the manner provided in the Act and by this Declaration. Declarant declares that they are the owners in fee simple of the real property described in Paragraph 2 (hereinafter Property"), which is held and shall be held, conveyed, devised, leased, encumbered, used, improved, and in any other manner affected subject to the provisions, conditions, covenants, restrictions, and easements of the Declaration and the Act. All provisions hereof shall be deemed to run with land and shall constitute benefits and burdens to the Declarant, his successors and assigns, and to all parties hereinafter having any interest in the Property. Notwithstanding anything hereinafter contained, all provisions set forth herein shall be deemed to incorporate the provisions of the Act and nothing herein contained shall be deemed contrary thereto with this Declaration in all manner to be deemed consistent therewith, including consistent with the provisions of Wisconsin Statute 703.365 relating to small condominiums.

2. Description of Condominium and Name of Condominium

The following-described real estate, together with improvements, is hereby submitted to, and shall be subject to, the provisions of this Declaration:

Valley View II Condominium:

All of Lot Thirteen (13) of the Plat of Valley View Subdivision as recorded in Plats in the Fond du Lac County Register of Deeds Office in Volume 16, page 56, being located in a part of Section 13, Township 13 North, Range 18 East, Village of Campbellsport, Fond du Lac County, Wisconsin.

This above described real estate may, on occasion, be referred to as "Real Estate" or, together with the improvements thereon may be referred to as "Property".

Said Real Estate and Property, including the building, garages, and all improvements thereon, shall be known a **VALLEY VIEW II CONDOMINIUM** ("Condominium"). The street address of the Condominium is known as 675 Valley View Drive (Unit 1) and 673 Valley View Drive (Unit 2), Campbellsport, Wisconsin 53010.

A duplex-type building of wood frame construction and vinyl siding is in the process of completion on the Property. The Plans and Specifications can be reviewed prior at the offices of Declarant. This building also has two (2) attached garages which adjoin and are attached to each of

the residential areas. The building, including the dwelling area and garage, are shown on the Condominium Plat of Valley View II Condominium, a reduced copy of which is attached to and made a part hereof as Exhibit "A" ("Condominium Plat").

There also are attached front covered porches adjacent to each of the Units. These will be maintained by the Association. Each of the Units also has a covered deck in the rear. Except as otherwise provided in the Declaration, the Association will be responsible for maintenance of the structure surrounding except the treated lumber that constitutes the deck surface and any supports for the deck and the Unit Owner will be responsible for maintenance of this portion of the covered deck.

3. Description of the Units

Each Unit, Unit 1 and Unit 2, will consist of the separate residential dwelling (including first floor and basement), **and** also including the garage, which is immediately adjacent to each Unit; all as shown on the Condominium Plat. The boundaries of each Unit shall be described as that part of the Property identified as Unit 1 and Unit 2 respectively, which contain the following:

a. The contiguous cubicle of air and including the perpetual right of ingress and egress thereto as set forth herein. The exterior vertical boundary of each of the Units shall be the vertical plane of the walls (including foundation wall), exclusive of wall covering or paint, of the building constructed upon the property. The upper boundary of each of such separate Unit shall be the lower face of the drywall or other material which forms the ceiling. In the case of the basement and the garage, or other area which has no such drywall, then the upper boundary of each floor shall be formed by the horizontal plane formed by the lower face and interior face of the joists, except those areas where the floors are pierced by stairwells and in those areas, the cubicles of air shall be thereby continuous. The lower boundary of each separate Unit shall be the horizontal plain formed by the lower face of the concrete floor or wooden floor of the structure, exclusive of floor covering except where the floors are pierced by stairwells, and in those cases the contiguous cubicle of air shall be thereby continuous.

b. Notwithstanding the above description of each of the separate Units, the following items serving a particular Unit, although part of the Common Element, shall be maintained by each Unit Owner as opposed to the Association, whether located inside or outside the defined cubicle of air.

i. All doors and windows, together with their interior casements, and all of the opening, closing, and locking mechanisms and hardware associated therewith, including the garage door and associated equipment as to the garage which is part of that Unit.

ii. All wall and ceiling mounted electrical fixtures and recessed junction boxes serving each of the separate Units.

iii. All floor, wall, baseboard, ceiling, electrical outlet switches, and junction boxes that serve the separate units.

iv. All plumbing fixtures, piping valves, and other connecting and controlling materials and devices lying between the fixtures and the water main or sewage main.

v. Individual furnaces or ducting, together with radiators associated therewith and piping providing heating to the Unit and controls for the heating system for the Unit.

vi. All air conditioning equipment and ducting providing air conditioning to each of the Units and the controls associated therewith.

vii. All lines bringing electricity, telephone, and natural gas to the Unit, and all lines bringing water to the Unit, together with meters associated therewith from a point at which such services are intended exclusively for the use of each of the separate Units.

viii. Rear deck surface and support.

Those items which shall not be deemed a part of the Unit shall be the structural components of the building, including those items described in Paragraph 3.b. above, foundations, walls, ceiling, roofing, exterior siding, insulation, and other structural or mechanical systems servicing the building and both Units, and other improvements which may be located within the Limited Common Elements.

4. Description of Building

The duplex building known as 675 Valley View Drive (Unit 1) and 673 Valley View Drive (Unit 2), Campbellsport, Fond du Lac County, Wisconsin, is the structure within which Unit 1 and Unit 2 are located. The size and configuration of the building is shown on the Condominium Plat. This is a one (1) story duplex structure with full basement, wood frame building, vinyl siding, two (2) attached garages, covered front porch and stoop and covered rear deck.

Each of the Units has a self-contained mechanical system which provides gas, water, electricity, telephone, and its own separate mechanical system with heating and air conditioning. Each of the Units has its own separate basement.

By virtue of this Declaration, the garages are defined as part of the Units and each Unit Owner will be solely responsible for those maintenance portions of the garages which are described in Paragraph 3.b.

5. Common Element

The "Common Element", which will be maintained jointly through the Association. This will consist of the structure of the building and other accessories which are not defined as being within the Units or otherwise defined as being the responsibility of a Unit Owner, such as the surface and supports of the rear deck.

The other portions of the Condominium which would typically be a Common Element are, in the case of this Condominium, defined as Limited Common Elements in Paragraph 6. The

structural portions of the Limited Common Elements will be maintained through the Association, but the individual Unit Owners will be responsible for snow removal and landscape maintenance. Each individual Unit Owner shall maintain the deck surface and supports within that Unit Owner's respective Limited Common Element.

6. Limited Common Elements

"Limited Common Elements" are portions of the Condominium which are owned by the Unit Owners. However, in the case of this Condominium, the Declaration has identified them as Limited Common Elements, meaning that they will be used by their respective Unit Owner. The Limited Common Elements which are created in the Condominium are described as follows:

a. *Limited Common Element 1.* Limited Common Element 1 consists of the balance of the Condominium excluding Unit 1 and Unit 2 and excluding the main structure of the duplex which is defined as a Common Element and also excluding Limited Common Element 2.

b. *Limited Common Element 2.* Limited Common Element 2 consists of the balance of the Condominium excluding Unit 2 and Unit 1 and excluding the main structure of the duplex which is defined as a Common Element and also excluding Limited Common Element 1.

7. Percentage of Ownership Interest

The percentage ownership interest of each Unit Owner in the Common Element and Limited Common Elements shall be as follows:

a. Unit 1 - An undivided fifty percent (50%)
b. Unit 2 - An undivided fifty percent (50%)

8. Use

The Property, including the Units, are intended and restricted exclusively to residential use and shall be governed by the terms and conditions contained in this Declaration, together with Bylaws adopted pursuant hereto. Any restrictions with regard to use contained in the Declaration of Bylaws shall be in addition to any restrictions which may be contained in any independent Restrictive Covenants of record, as well as any additional restrictions which may be imposed by any other governing municipal authorities through applicable laws, codes, and ordinances.

A maximum of four (4) permanent residents may occupy any single Unit. No Unit Owner shall allow any nuisance upon the property nor shall a Unit Owner allow a use or practice which could be reasonably calculated to be the source of annoyance to the other Unit Owner, or which would interfere with the peaceful possession and proper use of the property by the Unit Owners, their guests, and invitees. No Unit Owner shall allow any immoral, improper, offensive, or unlawful use, and all use of the property shall be in accord with all laws, ordinances, restrictions, and regulations of governing bodies, including zoning regulations, all of which shall be deemed in addition to Rules and Regulations which may be set forth herein or adopted pursuant to the Bylaws.

The following restrictions shall apply to pets:

a. Dogs shall not be permitted.

b. Unit Owner is permitted to have up to two (2) cats subject to the condition that they do not create a nuisance and are not allowed to roam outside the Units.

c. Unit Owner may maintain other small indoor household pets, such as birds or fish on the condition that they are not being held for breeding purposes and do not create a nuisance or disturbance.

No boats, recreational vehicles, trucks having a load capacity of more than one (1) ton may be stored or parked upon either of the Limited Common Elements except within the garage without the written consent of the other Unit Owner. This will not apply to third party delivery or repair vehicles typically parked in the ordinary course of business.

No industry, business, trade, occupation, or profession, whether commercial, religious, educational, or otherwise, and whether designated for profit, altruism, or otherwise, shall be conducted, maintained, or permitted upon the Property.

A sign advertising a Unit "For Sale" or "For Rent" is permitted but shall be of a type and size customarily displayed in the local real estate market for residential sales.

Leases of Units shall be permitted, but any such Lessee shall be bound by all of the terms, restrictions, and conditions contained herein. The Unit Owner shall be responsible for all guests, invitees, and tenants. There shall be no lease of Units for periods of less than thirty (30) consecutive days without the written consent of the other Unit Owner, which consent will not be unreasonably withheld. Unit Owners leasing Units will comply with Chapter 703 of the Wisconsin Statutes. Leases will require tenants to comply with the Condominium Documents and acknowledge that the lessees have received copies thereof.

No Unit Owner shall install on the duplex building any satellite dish greater in diameter than twenty-four (24) inches. There shall be no rooftop antennas. Free standing antennas shall not exceed forty (40) feet. There shall be no other antennas, such as ham radio antennas. No basketball backboards or other items shall be attached to the structure unless agreed to in writing by both Unit Owners.

Any covenants contained in this Declaration or rules which may be adopted pursuant to the Declaration shall be in addition to any restrictive covenants of record, whether included on the Plat or recorded as a separate document.

Other than the described deck, no Unit Owner shall construct or place any accessory structure or device, or landscaping material, upon the Property, including the Limited Common Elements, without the written permission of the other Unit Owner, which permission shall not be unreasonably withheld. This prohibition will include, but not be limited to, storage sheds and fences. All such devices, structures, or landscaping materials which are permitted to be installed herein shall thereafter be the sole responsibility of the Unit Owner causing such installation to maintain in good condition.

Each Unit Owner shall be allowed to place lawn or patio furniture on the covered porch or covered deck. Outdoor barbecue or cooking equipment may be used within each of the Limited Common Elements by the Unit Owner having the use of that Common Element but when not in use such barbecue or cooking equipment shall be either stored on the covered deck or within the garage of that Unit Owner. Outdoor furniture may be placed in the Limited Common Element by the respective Unit Owner but the same shall be in an appearance which is consistent with the neighborhood in which the property is located and consistent with the quality of the Condominium.

In the event any covenant or rule contained herein or adopted pursuant to this Declaration or the Bylaws is contrary to any applicable laws, codes, or ordinances, the same shall be deemed modified or eliminated but this shall not affect any other rules or regulations which are contained in this Declaration or adopted pursuant to the Bylaws which are not contrary to such applicable laws, codes, and ordinances.

9. Service of Process

The person to receive service or process shall initially be CRAIG T. VOLLENDORF, N726 Moraine Drive, Campbellsport, Wisconsin 53010. In the event he is unwilling or unable to serve in that capacity or sells the Unit which he will own upon creation of the Condominium, then the Association shall elect a successor to serve in that capacity.

10. Administration and Management

The administration and management of this condominium property shall be governed by the Bylaws of VALLEY VIEW II CONDOMINIUM ASSOCIATION, a Wisconsin unincorporated association of Unit Owners ("Association"). Each Unit Owner, upon becoming an owner, shall become member of the Association by virtue of such ownership and shall remain a member for the period of ownership. The owners may appoint an agent for operation and management through act of the Association.

The initial Bylaws of the Association shall be those Bylaws which will be adopted by the Declarant at the time of recording of this Declaration. These Bylaws will govern the affairs of the Association and may only be amended in the manner set forth therein.

Each Unit Owner shall be entitled to one (1) vote at any meeting of the Association notwithstanding that the ownership of Common Elements and Limited Common Elements and the percentage payment of dues and assessments are not equal. The person exercising the right to vote for each Unit shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the owner or some person designated in writing by such owner through proxy to act on behalf of the owner. In the absence of written direction to the Association, it shall be presumed that any person having record title to a Unit may cast a vote in the affairs of the Association. In the case of multiple owners of Units, the first person to so cast a vote, in the absence of written direction by any other Unit Owner, shall be deemed to have the authority to do so.

11. Reservation for Access/Maintenance, Repair & Emergencies/Easements

Each Unit Owner shall have the irrevocable right, through the Association, to have access to each Unit and to Limited Common Elements associated therewith during reasonable hours or as may be necessary in the case of emergency for the making of emergency repairs or

necessary to prevent damage to Common Elements or Limited Common Elements, or to the Units contained with the Property or damage to person.

Each Unit Owner shall grant easements as are reasonably necessary upon the Property, including areas designated as Limited Common Elements, for purposes of providing mechanical services, utilities, or cable television to the Units, and each Unit Owner will execute any such documents as are necessary in connection therewith.

12. Owners' Maintenance Responsibility of Unit

For purposes of maintenance, repair, alteration, and remodeling, a Unit Owner shall be deemed responsible for betterments located within the cubicle of air previously described as a Unit with the exception of load-bearing walls. This shall include doors, door casings, door hardware, cabinetry, carpeting or floor covering, paint, wallpaper, and wall covering, as well as those items described in Paragraph 3.b. which are not part of the original Plans and Specifications or are replacements of greater cost (see Paragraph 14 below).

13. Destruction and Reconstruction

In the event of a partial or total destruction of a Unit or Units, and unless both Unit Owners agree to the contrary, such damaged or destroyed Unit(s) shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan, and specifications as originally built, unless within thirty (30) days of the date of the damage or destruction, both of the owners of the units in the buildings or buildings partially or totally destroyed agree not to rebuild or repair. Then, in such event, the provisions of Wisconsin Statute 703.18(2) shall govern.

14. Insurance

The Board of Directors of the Association shall provide and maintain fire and extended comprehensive insurance coverage of the buildings and fixtures, including HVAC, cabinetry, and all other fixtures as originally provided in the Plans and Specifications with this to be in the amount of full insurable value thereof. In the event a Unit Owner causes improvements to be made within a Unit which have a value in excess of the value of the fixtures originally located within the Unit, commonly referred to as "betterments", the Unit Owner shall be responsible for insurance coverage on such betterments. This insurance shall cover those fixtures notwithstanding the provisions of Paragraph 3.b. which require certain fixtures to be maintained by the respective Unit Owners.

In the event of partial or total destruction, and in the event of repair or reconstruction, then the proceeds of the insurance shall be applied to the cost of such repair or reconstruction. If it is determined not to reconstruct or repair, then the proceeds shall be held in a trust by the Association to be then distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear. Insurance proceeds shall be made available for repair, replacement or distribution in proportion to the approximate square footage of each Unit as compared to the total of both Units, namely: Unit 1 – fifty percent (50%) and Unit 2 – fifty percent (50%).

The Board of Directors of the Association shall also provide public liability insurance covering the Board of Directors and the Unit Owners for liability relating to Common Elements and

Limited Common Elements as may be determined by the Board of Directors from time to time in its discretion. The cost for such insurance shall be a Common Expense of the Association accessible to Unit Owners in the manner provided herein.

No Unit Owner will engage in any activity which would increase the cost of such insurance to the other Unit Owner. Each Unit Owner shall obtain insurance on such owner's personal property as deemed appropriate and shall, in such Unit Owner's discretion, obtain individual liability insurance.

Each Unit Owner is responsible for insurance on personal property and personal liability, as well as insurance on what are commonly referred to as "betterments" located within the Unit.

15. Liability for Common Expenses

The costs of administration of the Association, including costs associated with repair, maintenance, and other expenses of Common Elements and Limited Common Elements (except the surface of the rear deck and supports), together with expenses for insurance as provided above shall be deemed "Common Expenses" of the Association to be shared by the Unit Owners as follows:

Unit 1 – Fifty Percent (50%)
Unit 2 – Fifty Percent (50%)

Assessments shall be made against each of the Unit Owners for such expenses, together with reserves for contingencies, replacements or capital improvements, as may be determined by the Board of Directors of the Association from time to time.

Unless agreed by both Unit Owners, routine maintenance of the Limited Common Elements, including snow removal and lawn and landscape maintenance shall be the responsibility of each Owner individually and not the Association.

All Common Expenses and assessments, when due, shall immediately become a personal debt of the Unit Owner of record and shall also, in the event not paid, become a lien against the Unit and the undivided rights appurtenant thereto in the manner provided by the Act until the same is paid, all of which shall be deemed to occur without the necessity of filing any such lien and all of which shall be deemed sufficient notice to all successors of title to Units.

The provisions of Wisconsin Statute 703.365 relating to and defining small condominiums shall apply in all respect to this Declaration.

In the event that either:

a. A proposed expenditure or action for the repair, maintenance, or upkeep of the Property, or for the operation of the Property, is not approved by the Board of Directors and any Unit Owner believes the expenditure or action is necessary for the safety and proper use of the Property or of the owner's Unit, or

b. An expenditure or action is approved by the Board of Directors and any Unit Owner believes the expenditure or action is contrary to the safety and proper use of the Property or the owner's Unit,

then:

i. The Unit Owner challenging a decision of the Board of Directors described under Paragraphs a. and b. above shall give written notice of the objection to the other Unit Owner and mortgagees within forty-five (45) days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse, or modify the decision, and

ii. The Unit Owner may challenge the decision after reconsideration by the Board of Directors under Paragraph a. only in an arbitration proceeding under Chapter 788. Acceptance of a conveyance of the small residential condominium Unit is deemed to constitute an agreement by the Unit Owner to submit challenges to decisions of the Board of Directors to arbitration.

The Board of Directors, upon submission of the matter to arbitration as provided herein shall name a proposed arbitrator. The Unit Owner may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two (2) arbitrators shall select a third person and the three (3) shall serve as an arbitration panel chaired by the third person. The expense of the arbitration shall be shared equally by the Association and the Unit Owner challenging the decision of the Board of Directors.

The arbitration award by the arbitration panel hereunder shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bona fide emergency requiring it.

16. Partition of Common Elements Prohibited

There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceeds or otherwise until this Declaration is terminated and the Property is withdrawn from its terms.

17. Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements

No Unit Owners shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both their interest in the unit and their corresponding percentage of ownership in the Common Elements and Limited Common Elements and facilities, it being the intention hereby to prevent any severance of such combined ownership. Any such deed, mortgage, lease, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

18. Failure of Association to Insist on Strict Performance; No Waiver

The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration and Bylaws, or to exercise any right or option herein contained or to serve any notice or to institute any action shall not be constructed as a waiver or a relinquishment for the future of such terms, covenants, conditions, or restrictions, but shall remain in full force and effect.

19. Amendments to Declaration

Except as otherwise provided by the Act, this Declaration may be amended only by an affirmative vote of both Unit Owners. The Declarant shall to be allowed to continue to be a Unit Owner and shall be accorded a vote as a result of such ownership on an equal basis with respect to the owner of the other Unit.

Copies of any Amendments to the Declaration shall be prepared and executed in a manner which are suitable for recording and a copy of any such Amendment shall be recorded with the office of the Register of Deeds for Fond du Lac County, and thereafter shall be binding upon subsequent purchasers of Units and other parties of interest.

20. Mechanic's Lien Rights and Indemnification

No labor performed or materials furnished and incorporated in a Unit at the request of an owner or their agent, including contractor or subcontractor, shall be the basis for filing of a lien against the Unit of any other owner not consenting thereto, nor shall any such activity result in a lien against the Common Elements or a lien against the Limited Common Elements.

21. Mortgage of a Condominium Unit

Any owner of a Unit shall have the right, from time to time, to mortgage or encumber their interest in Valley View II Condominium by mortgage or other security agreement. Such mortgage or encumbrance may apply to the Unit and to the undivided interest of the owner in the Common Elements and Limited Common Elements as a tenant in common and subject to the restriction against partition as herein contained. Rights of mortgagees, grantees, assignees, or other successors to the rights of Unit Owners shall be subject to the terms of this Declaration, and Bylaws and Rules and Regulations adopted pursuant hereto.

22. Notices

All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered Unit Owner of a Unit regardless of the number of owners who have an interest therein. Personal delivery or delivery in a manner reasonably calculated to provide notice to the party to who such notice is given shall be deemed sufficient. A notice mailed to a Unit Owner by first class United States mail, postage prepaid, and addressed to the Unit Owner at the last address given to representatives of the Association, shall be deemed sufficient notice hereunder.

23. Easements, Reservations, and Encroachments / Drainage Facility

a. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association, and are reserved thereto for utility purposes, including the right to install, lay, install, maintain, repair, and replace water mains and water laterals, sewer lines, sewer laterals, gas mains, telephone wires and equipment, cable systems, wires and equipment, including power transformers, or other reasonably necessary utilities or services to be located within the Property for the benefit of Unit Owners.

b. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building or the design or construction of any Unit, any part of the Common Elements or facilities, or Limited Common Elements, encroaches or shall hereafter encroach upon any part of the Common Elements and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful conduct of said owner or owners.

c. All easements and rights described herein are easements appurtenant to the Property, running with the land, and are subject to the reasonable control of the Unit Owners. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and on all Unit Owners, purchasers, and mortgagees and their heirs, executors, administrators, successors and assigns. The Unit Owners shall have the authority to execute all documents necessary to carry out the intent of this paragraph.

d. The lot upon which the Condominium is constructed have been imposed with a "landscape easement" across the generally westerly twenty (20) feet of the Condominium which was created my notation on the Plat of Valley View Subdivision which states as follows: *"Landscaped easements are reserved for the planting of tree and shrubs. The building of structures and placement of longitudinal easements for utilities hereon is prohibited. No plantings are to placed within the limits of the vision triangles."*

24. Utilities

Each Unit Owner shall pay their own telephone, electricity, gas, and other utilities which are separately metered or billed to each user by a utility company.

25. Acceptance of Declaration and Bylaws

Any purchaser(s) or their successors in interest shall be deemed to have accepted this Declaration as may be hereafter amended in the manner provided by law. Similarly such purchaser(s) or their successors in interest shall be deemed to have accepted the Bylaws of the Association as then amended and adopted pursuant to this Declaration and the Act.

26. Severability

The provisions of this Declaration shall be deemed independent and severable. The invalidity of partial invalidity or unenforceability of any one provision, or portion thereof, shall not affect the validity or enforceability of the remaining portion of said provision, or of any other provisions hereof.

All provisions of this Declaration shall be deemed consistent with the Act, including those provisions applicable to "small residential condominiums" as that term is defined in the Act. If any provision hereof is deemed inconsistent or contrary to the provisions of the Act, such provision shall be deleted, amended, revised or reformed in a manner so as to include and incorporate all of the provisions and requirements of the Act relating thereto.

27. Arbitration

In the case of a dispute concerning application or interpretation of this Declaration, and except as otherwise expressly provided herein, any such dispute shall be submitted to binding arbitration pursuant to the Rules of the American Arbitration Association. The costs of such arbitration shall borne equally unless the arbitrator shall, in his/her discretion, determine that a party has acted in bad faith, in which case all costs, including a reasonable attorney's fee, may be ordered to be paid by such party.

28. Exhibit

The following exhibit is incorporated by reference:

Exhibit "A" - Condominium Plat

29. Consent By Mortgage Holder

First Banking Center joins in this Declaration for the sole purpose of consenting to the recording of the Declaration and the Condominium Plat notwithstanding its interest as a mortgage holder on the Property which is the subject matter of this Declaration.

IN WITNESS WHEREOF, the said Declarant has signed this document this 18th day of August, 2008.

Craig T. Vollendorf

Craig T. Vollendorf

FIRST BANKING CENTER

By: _____

Name: Mike Kennedy

Title: Vice President

Attest: _____
Name: Nancy A. Hoppe
Title: Branch Manager

STATE OF WISCONSIN :
: ss.
FOND DU LAC COUNTY :

Personally came before me this 18th day of August, 2008, the above-named Declarant, Craig T. Vollendorf, known to me to be such person who executed the foregoing instrument and acknowledged the same.

_____
Robert V. Edgarton, Notary Public
State of Wisconsin
My Commission ~~expires~~: is Permanent

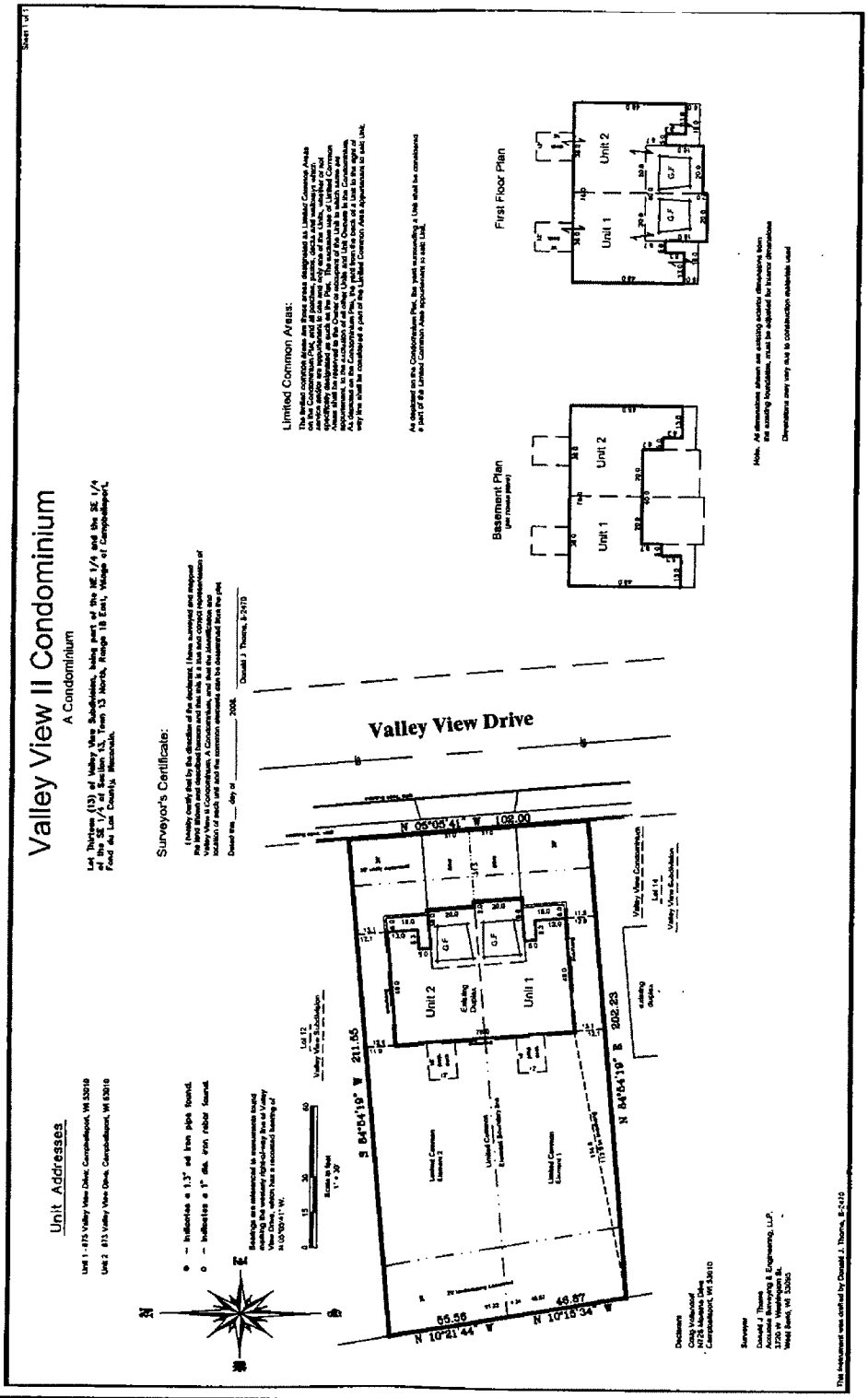
STATE OF WISCONSIN :
: ss.
RACINE COUNTY :

Personally came before me this 19th day of August, 2008, the above-named Michael Reynolds (name) and Nancy Hoppe (name), Vice President (title) and Branch Manager (title) respectively of the mortgage holder, First Banking Center, known to me to be such persons who executed the foregoing instrument, acknowledged the same and are authorized to sign on behalf of said entity.

_____
Cindy M. Gauger, Notary Public
State of Wisconsin
My Commission expires: 10/2/2008

THIS INSTRUMENT DRAFTED BY:
ROBERT V. EDGARTON (#1011146)
ATTORNEY AT LAW

EXHIBIT "A"


Valley View II Condominium
A Condominium
Unit Addresses
Surveyor's Certificate:
Limited Common Areas:
First Floor Plan
Basement Plan
Valley View Drive
N 05°05'41" W 108.00
S 84°54'19" W 211.55
N 84°54'19" E 202.23
Unit 1
Unit 2
Existing Duplex
Declarant
Surveyor