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DECLARATION OF CONDOMINIUM
FOR
LANGDON COURT CONDOMINIUM

This Declaration of Condominium of the Langdon Court Condominium is made by PF Development Corporation (hereinafter referred to as "Declarant"), pursuant to the Wisconsin Condominium Ownership Act (hereinafter referred to as the "Act").

This Document should be returned to:

Bradley J. Dagen, Esq.
Rose & deJong, S.C.
161 South First Street, Suite 400
Milwaukee, WI 53204

Recitals

Declarant hereby states that it is the sole owner of the real property described and depicted on the attached Exhibit A (hereinafter referred to as the "Property"). By this Declaration, Declarant intends to submit such Property and the improvements thereon to the condominium form of ownership and to establish certain easements, rights, restrictions, and obligations with respect to the ownership, use, maintenance and repair of such Property.

PIN: 151-03-22-14-029-140

Declaration

Now therefore, Declarant by this Declaration (1) submits such real Property and such improvements, to the condominium form of use and ownership as provided in the Act; (2) establishes and imposes the provisions, restrictions, conditions, easements and uses herein upon such Property; and (3) specifies that the provisions of this Declaration shall constitute covenants running with the land which shall be binding upon Declarant, and all subsequent Owners and Occupants of all or any part of such Property.

ARTICLE 1. DEFINITIONS

The following terms shall have the following definitions:

1.1 Act. The "Act" shall mean the Wisconsin Condominium Ownership Act, as currently set forth at Chapter 703 of the Wisconsin Statutes and as the same shall be amended or renumbered from time to time.

1.2 Association. The "Association" shall mean the **Langdon Court Condominium Association** established under Article 4 hereof. The use of the term "Association" does not necessarily mean that the entire Association is entitled to vote on a particular matter; the Association acts through its Board.

1.3 Association Insurance. "Association Insurance" shall mean all policies of insurance to be maintained by the Association under this Declaration.

1.4 Board. The "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the By-Laws.

1.5 Building. "Building" shall be the freestanding structure(s) located on the Property.

1.6 By-Laws. The "By-Laws" shall mean the By-Laws of the Association as adopted by the Board. **(Exhibit C attached.)**

1.7 Common Elements. The "Common Elements" shall consist of all of the Condominium except for the Units and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements."

1.8 Common Expenses. The "Common Expenses" are any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance of the Common Elements and administration of the Association, including expenses for landscaping, lawn care, snow removal, improvements and repairs to the Common Elements, security lighting, municipal utility services for the common elements, maintenance and management wages, and fees of outside consultants.

1.9 Condominium. The "Condominium" shall be known as the **Langdon Court Condominium** and shall mean the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property.

1.10 Condominium Documents. The "Condominium Documents" are this Declaration and By-Laws of the Association, and such Rules and Regulations as may be adopted by the Board pursuant to this Declaration or the By-Laws.

1.11 Declarant. The "Declarant" shall be defined and limited to PF Development Corporation and the successors and assigns of Declarant, if applicable, pursuant to an assignment undertaken in accordance with Section 17.7 of this Declaration.

1.12 Declaration. "Declaration" shall mean this Declaration of Condominium of the Langdon Court Condominium as the same may be amended from time to time in the manner and according to the procedures set forth herein.

1.13 Director. A "Director" shall mean a member of the Board.

1.14 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium. The Common Expenses, liabilities, and surpluses relating to Common Elements shall be shared equally.

1.15 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.16 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.17 Occupant. "Occupant" shall mean the Owner or any other person residing in a Unit.

1.18 Owner. "Owner"shall mean each fee simple Owner of a Unit and each vendee of a Unit under a recorded land contract. The Declarant is an Owner with respect to each Unit to which it holds title.

1.19 Plat. "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, building floor plans and Unit addresses as recorded in the Office of the Register of Deeds and as the same may be amended from time to time.

1.20 Property. The "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, and all improvements constructed thereon.

1.21 Register's Office. The "Register's Office" is the Office of the Register of Deeds for Racine County, Wisconsin.

1.22 Rules. The "Rules" shall mean rules and regulations established by the Association in accordance with this Declaration and the Association By-Laws.

1.23 Unit. A "Unit" is that part of the building intended for individual, private, residential use comprised of one or more contiguous or noncontiguous cubicles of air at one or more levels of space having outer boundaries formed by the unfinished interior surfaces of the perimeter walls, floors and ceilings of the building. The Unit shall also consist of the entirety of the windows, window frames, glass panes forming walls or ceilings (if applicable), doors and door frames, located within or contiguous to the Unit. The Units are designated by identifying numbers. The driveway serving each Unit is to be used principally by that particular Unit and its occupants or guests; no other Unit owner will park vehicles or use the other's driveway, absent prior written consent, except in an emergency or for maintenance/or reasonable access reasons. Each Unit also includes all mechanical and utility installations and services that exclusively service the Unit.

Said Units are depicted and have boundaries generally shown on the building and floor plans attached hereto as part of Exhibit A.

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant hereby divides the Condominium into the following separate freehold estates:

2.1 Units.

a) Unit Description. Two (2) separate freehold estates, each consisting of one or more cubicles of air and any improvements now or in the future constructed therein, at one or more levels of space having boundaries as set forth on the Plat attached hereto as Exhibit A. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit as defined above and as depicted in the floor plans included as part of Exhibit A.

b) Unit Improvements. Each Unit shall also include the following improvements, including, without limitation, any of the following: interior wall finishes, stairways, fire escapes, doors, basement, storage spaces, installations for utility and other services (including, without limitation, power, light, gas, water, heating, air conditioning, incineration and refrigeration equipment), tanks, pumps, and all other apparatus, equipment, and fixtures to the extent such items exclusively serve the Unit. Each Unit shall be separately metered for utility services, and have its own real estate tax key number.

c) Improvements. Any future improvements to a Unit are to be constructed by and at the sole cost and expense of the Unit's Owner, subject to Association approval as set forth in Section 6.6 and in accordance with any rules and regulations of the Association. No satellite dishes or similar attachments shall be permitted without approval of the Board of Directors. Any Owner desiring to make additions or improvements shall notify all contractors constructing such improvements that construction is on the Unit only and does not pertain to and creates no lien against the Common Elements. A copy of such notice, acknowledged by such contractor, shall be delivered to the Association prior to commencement of such construction. Upon completion of such construction, the Owner shall deliver to the Association copies of executed lien waivers from all contractors. The Owner shall indemnify the Association from and hold the Association harmless against any and all liability for costs of such construction.

d) Addresses. Unit addresses are set forth on Exhibit B.

e) Occupancy. Each Unit may be (i) occupied by the Unit Owner, (ii) separately leased by the Unit Owner or (iii) sold by the Unit Owner subject to the Act, this Declaration and the Association's By-laws.

2.2 Common Elements. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements.

a) Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant and consist of (1) any patio areas and decks appurtenant to a Unit; (2) entryways and stairways, and (3) concrete walkways (unless shared by more than one Unit), and (4) specifically identified parking (as per the plat) and include any supply lines, waste lines, pipes, wires, conduits or public utility lines which serve only one unit shall be part of such Unit. All Limited Common Elements are set forth in Exhibit A. The manner of use of the Limited Common Elements shall be governed by the By-Laws of the Association and such rules and regulations as may be established thereunder, and no Unit Owner shall alter, remove, repair, maintain, decorate, landscape or adorn any Limited Common Element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No major or structural changes shall be made by any Unit Owner to any of the Limited Common Elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate. No outside storage will be allowed.

b) General Common Elements consist of all of the Condominium except the Units and the Limited Common Elements including, but not limited to, foundation, columns, girders, beams, supports, exterior walls, bearing walls, roof, common use entrances or exits, lawn, and centrally located mechanical room. Supply lines, waste lines, pipes, ducts, wires, conduits or public utility lines which are main lines or which serve more than one unit shall be Common Elements to the extent not owned and/or maintained by any public utility, governmental Unit or cable television or similar company.

2.3 Reciprocal Easement Grant. Each Unit Owner, for itself, its successors, heirs, assigns and occupants, hereby grants the other Unit Owner such rights of access and repair to their Limited Common Area as is required by the other Unit to maintain and repair any lateral supply line, waste line, storm sewer line, pipe, wire, conduit or public utility line (all of which shall be referred to in the aggregate, or individually, as "Dedicated Lines" crossing the Limited Common Area of a Unit for the exclusive use by any other Unit. Each Unit Owner shall have an easement to the space between the interior and exterior walls, as applicable, for purposes of conducting repairs, adding utility outlets or service, wall hangings, constructing non-bearing partition walls and similar uses where the space so described may be needed, provided that the Unit Owner is not permitted to do anything that may affect soundproofing between Units or the structural integrity of the building. Any necessary restoration shall be done by the Unit Owner utilizing the said easement rights at the said Unit Owner's sole expense .

In the event one Unit Owner ("the repairing Unit Owner") is required to obtain access to the Limited Common Area of the other Unit Owner for purposes permitted by this easement, such repairing Unit Owner shall provide the other Unit Owner with as much advance notice as possible about the need for and details of any proposed repair or maintenance to a Dedicated Line.

2.4 Adjustment of Unit Boundaries. Boundaries between Units may be reallocated as provided in Section 703.13(6) of the Act and evidenced by an amendment to the Declaration. If a Unit involved in a proposed boundary reallocation is subject to a Mortgage, then the Mortgagee must also consent to such action. The Owners involved in such reallocation shall pay all costs associated with such reallocation, including the costs of physically adjusting Common Elements between such Units and the expenses of legal and architectural review of the plans and documents to carry out the adjustment. The Association may require that an estimate of such costs be paid as a condition to execution of the amendment, with a final payment made upon completion of any work by the Association.

2.5 Separation of Units. No Unit may be divided into smaller lots, units or parcels, whether by plat of subdivision, certified survey map, separation under the Act, creation of condominium out of a Unit or portion thereof, or otherwise.

2.6 Parking. Each Unit has a Limited Common Element specifically designated as parking for each Unit. Parking for each Unit shall be permitted only in the designated area. Parking must be accomplished without obstructing egress or ingress from the property for the other Unit or guests of the other Unit. Parking for additional vehicles, if available, may only be done with the Board's approval.

ARTICLE 3. OWNERSHIP INTEREST AND COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall be entitled to exclusive use and possession of his or her Unit.

3.2 Percentage of Ownership Interest in Common Elements and Facilities. The ownership of each Unit shall include an undivided interest in the Common Elements in the amount of such Unit's Interest.

3.3 Expenses and Surpluses. The common expenses and surpluses relating to the Common Elements shall be shared among all Owners according to their respective Interests except as provided in paragraph 2.2 above.

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

4.1 Administration. The Declarant shall create the Association, which may, at a later time, be incorporated but initially will be an unincorporated Association. By-Laws will be adopted for the governance and administration of the Condominium. The Association shall administer the Condominium and the provisions of this Declaration and the By-Laws, acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is the total number of Units, to be cast as set forth in the By-Laws.

4.3 Control of Association. The Declarant shall have the right to appoint and remove the members of the Association Board and the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, By-Laws, the Act, this Declaration and the Wisconsin Non-stock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until eighteen (18) months after such date; unless Declarant elects to waive its right of control.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days notice without payment of any penalty.

4.5 Approvals. Any proposal by an Owner being considered for Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may reasonably require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (1) freedom and safety of access and convenience to other Units; (2) requiring the written agreement of the Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (3) requiring the Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the proposal. The Board may at its discretion impose further conditions upon its consent to any proposal as it deems appropriate. Approval of a proposal shall be deemed given if the Association, by majority vote of the Board, approves, in writing, the proposal.

ARTICLE 5. ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general and special assessments therefor against the Units, except as set forth herein. The budget shall include the funding of an adequate replacement reserve out of general assessments. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents, or for any other purpose authorized herein.

5.2 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any general assessment or installment of a general assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the By-Laws or in a Rule.

5.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law and this Declaration; provided that in the exercise of reasonable business judgment, the Board may elect not to take such measures in cases of hardship or unlikelihood of recovery. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorney fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interest, fines and reasonable costs of collection, including attorneys' fees incurred by the Association incidental to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.4 Payment of Assessments by Declarant. Declarant shall not be obligated to pay any assessments until the date that the first condominium unit is conveyed by Declarant to any person other than Declarant. During the period of Declarant control as described in Section 4.3, Declarant may, but shall not be obligated to, directly pay bills or provide services or materials which would otherwise represent Association obligations to which regular assessments would be applied. Declarant shall be entitled to offset assessments due on Declarant owned Units by the fair market value of the expenses incurred by Declarant in performing or paying for such Association obligations.

5.5 Association Statements. Within ten (10) days of written request from a Unit Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Units conveyed by Declarant shall be deemed conveyed free from outstanding general, special or working capital assessments and no such letter shall be required or given as to such Units.

5.6 Common Expenses and Surpluses. Except as otherwise provided in this Declaration, common expenses and surpluses shall be allocated among all Owners according to the Interest applicable to their Units. All common surpluses of the Condominium for each of its fiscal years shall be retained for common expenses of the Condominium for the next succeeding fiscal year.

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall: (a) perform routine maintenance, repair and replacement of all components or installations of the Unit within, upon, or exclusively serving his or her Unit so that such items are in good condition other than those Limited Common Elements which the Association chooses to maintain for reasons of uniformity, structural considerations, or convenience; (b) pay for the repair and replacement of any portion of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (c) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, or any of the Common Elements reserved for the exclusive use of any other Unit, to the extent not covered by insurance, as a result of such Owner's breach of such security, negligence, violation of law or intentional acts; and (d) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Sections 6.1, including, but not limited to foundations, roofs, asphalt, paving, curb, storm sewer, all plantings and irrigational systems dedicated to said planting, and central service mechanical room and contents (except for those items that exclusively serve a particular Unit.) If repairs to Common Elements are required as a result of an Owner's, or its occupant's actions or omissions with respect to matters set forth herein, the Association shall have the right to repair such Common Elements, and may levy an assessment against the responsible Owner for all costs incurred therefor in excess of any insurance proceeds received and applicable thereto. If any Owner fails to perform the maintenance, repair, replacement or restoration required by the Act or the condominium Documents, the Association shall have the right, but not the obligation, after ten (10) days' notice to such Owner, to perform such maintenance, repair, replacement or restoration and may levy an assessment against such Owner for the cost of such performance. There shall be a perpetual easement for the Association and its officers, directors, employees, agents, servants and independent contractors to enter a Unit at all reasonable times to perform such maintenance, repairs or replacements required by the Association which it elects to perform.

6.3 Additional Utility Services. If the Common Element portions of the water, electric, gas or sewer services are inadequate to serve the future needs of any Unit, each Owner shall cooperate in the installation of any

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. Except as specifically set forth in this Declaration, each Unit shall be occupied and used primarily for residential purposes as permitted by the ordinances of the Village of Mt. Pleasant (without variance or rezoning, but giving effect to any general changes in such ordinances) and for no other purpose except for (1) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens, or (2) the sale or lease of Units, subject to the other provisions hereof and any Rules related thereto, or (3) the establishment of offices by Declarant or its agents for sales of Units or by the Association for conducting its affairs.

7.2 Leases of Units. Any Owner of a Unit may lease the Owner's Unit for terms of not less than six (6) months. If any Unit or portion thereof is occupied by a person or entity other than an Owner, the Owner shall file with the Secretary of the Association a copy of the lease or a memorandum of lease, setting out (at minimum) the premises and term thereof, the name, mailing address and telephone number of the tenant's agent, and a covenant by which the tenant obligates itself, upon penalty of termination of such lease by proceedings which may be brought by the Association, to observe the Condominium Documents. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with the Owner and shall not be obligated to address any breach with the offending Occupant.

7.3 No Time Shares. No Unit shall be permitted to be subject to any time share of similar arrangement, whether or not under Wisconsin Statutes Chapter 707.

7.4 Notice of Private Road Agreement. Langdon Court is subject to a Private Road Agreement that will have to be considered and followed by the Condominium and its Unit Owners. Said Agreement may result in assessments or taxes from time to time for the Unit Owners.

ARTICLE 8. RECONSTRUCTION AFTER LOSS

8.1. Reconstruction of Common Elements. The Association shall undertake to cause reconstruction and repair of any damage to the Common Elements to be accomplished within a reasonable period of time. The Association shall make use of available insurance proceeds in the restoration, repair or reconstruction of these Common Elements, and any costs not covered by available insurance proceeds shall be assessed to the Unit Owners according to their Interests. Perpetual easements are hereby reserved to the Association over, under and across the Condominium for the reconstruction or repair contemplated in this Article.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair Common Elements, then, subject to Section 8.3, the Owners of all Units shall be assessed according to their Interests for the deficiency relating to the reconstruction or repair of Common Elements comprising Damaged Premises. The provisions of Article 5 shall apply to all sums assessed for any deficiency.

8.3 Reconstruction of Units. This Section shall apply in the event of any damage or destruction to all or part of any Unit from one or more occurrences.

a) Any Unit damaged to the extent that the cost of repair, rebuilding or reconstruction (collectively "Reconstruction" or "Reconstruct") is less than 35% of the fair market value of the Unit on the date immediately preceding the date of initial damage to the Unit ("Damage Date") shall be Reconstructed by the Unit Owner and such Reconstruction shall be commenced on or before the sixty-first day after the Damage Date and completed within one year of the Damage Date.

b) Any Unit damaged to the extent that the cost of Reconstruction would exceed 35% of the value of the Unit on the date immediately preceding the Damage Date shall be Reconstructed by the Owner of the damaged Unit as in Section 8.3(a) above unless the Owner serves written notice on the Association within 60 days of the Damage Date of his decision to raze and remove the Unit. "Razing", whether performed by an Owner or the Association, shall include leveling the Unit and removing it from the Property and thereafter landscaping the ground to the same grade and condition as that surrounding the Unit on the date immediately preceding the Damage Date. An Owner shall commence Razing a Unit on or before the sixty-first day after the Damage Date and complete such razing within one hundred and eighty days following the Damage Date.

c) In the event that the Owner of a Unit damaged where the Reconstruction cost is less than 35% of the Unit's value on the date immediately preceding the Damage Date, fails to timely Reconstruct the Unit as provided in Section 8.3(a), the Board may elect to Reconstruct the Unit. Such election by the Board shall require 15 days prior written notice to the Owner and mortgagee of the Unit, if any. If the Unit Owner has not commenced Reconstruction upon expiration of such notice period, the Board may commence Reconstruction of the Unit whereupon the Unit Owner together with the mortgagee of such Unit, if any, hereby assign all their right, title and interest in the proceeds of insurance on the Unit to the Association, which shall be entitled to receive and apply such proceeds from the insurer(s) for that purpose, without further obligation on the part of the insurer(s) for payments so made to the Association. The Board shall also specially assess the Unit Owner for actual costs of Reconstruction which exceed the amount of insurance proceeds collected or to be collected by the Board at the time any payment for such costs is required.

d) In the event the Owner of a Unit damaged where the cost of Reconstruction of such Unit is 35% or more of the Unit's fair market value on the date immediately preceding the Damage Date (i) fails to timely commence and complete Reconstruction of the Unit, or (ii) having timely served notice on the Association of the Owner's intention to Raze the Unit, fails to timely commence and/or complete such Razing, the Board shall have an election to either proceed under 8.3(c) hereof and following expiration of the notice period provided therein, Reconstruct the Unit, or alternatively, Raze the Unit as hereinafter provided. If the Unit Owner has not commenced to Reconstruct or Raze the Unit upon expiration of the notice period, the Board may either Reconstruct or Raze the Unit as expressed in its notice to the Owner and mortgagee whereupon the Unit Owner and mortgagee of the Unit, if any, hereby assign all right, title and interest in the proceeds of insurance on the Unit to the association which shall be entitled to receive and apply such proceeds from the insurer(s) for the purpose of Razing or Reconstructing the Unit, without further obligation on the part of the insurer(s) for payments so made to the Association. The Board shall also specially assess the Unit Owner for actual costs of Razing or Reconstructing which exceed the amount of insurance proceeds collected or to be collected by the Board at the time any payment for such costs is required.

e) The vote of a majority (51%) of all Unit Owners either personally or by proxy at an Association meeting specially convened to vote on this issue shall be determinative of whether the Association shall elect to exercise any of the options provided the Association under this Section 8.3.

8.4 Partition. If the insurance proceeds are insufficient to reconstruct or repair the Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within 30 days from the date of adjustment of insurance proceeds following the fire, casualty or other disaster, then no such action for partition shall be maintained or initiated.

8.5 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements. and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

8.6 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to the Owners and their Mortgagees as their Interests may appear, in accordance with their Interests.

ARTICLE 9. INSURANCE

9.1 Association Insurance. The Association shall maintain, as a common expense:

a) Public liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Unit or Common Element or from any activity of the Association, with limits of not less than $1,000,000/person and $3,000,000/occurrence for bodily injury or death and not less than $250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association.

b) Workers' Compensation insurance to the extent necessary to comply with applicable law.

c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property.

d) Fire and broad form extended coverage insurance in the name of the Association covering all Units, including the Common Elements and Limited Common Elements, in the amount of the full insurable replacement value thereof, as determined and reviewed annually by the Board, with loss payable to the Board as trustee for the Unit Owner or Owners and their respective mortgagees as their interests may appear and with a waiver by such insurer of any subrogation rights against the Unit Owners and the Association and their respective agents, servants and employees acting in good faith. Such insurance shall be non-cancelable except upon thirty (30) days advance written notice to the Board.

e) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive public liability insurance and insurance for loss of rental income on each Unit.

9.2 Proceeds. All insurance obtained by the Association shall be for the benefit of the Association and Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable thereunder shall be paid to the Association as trustee for the Owners and their mortgagees for the purpose provided in Article 10. Proceeds from liability coverage shall be applied as the Association directs. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.3 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner.

9.4 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.5 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (1) result in termination of any such policies, (2) adversely affect the right of recovery thereunder, (3) result in reputable insurance companies refusing to provide such insurance, or (4) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, the Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the By-Laws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit.

9.6 Exclusions From Coverage. Association Insurance coverage may exclude (1) coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit or the Limited Common Area allocated to it; and (2) liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any and all occurrences within a Unit or within its Limited Common Area and/or relating in any way whatsoever to any and all personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. CONDEMNATION

10.1 Definitions. Each of the terms "taking" and "condemnation" shall include any sale in settlement of any pending or threatened condemnation proceeding.

10.2 Right of Appeal. Each Owner shall have the right of appeal of the necessity of the taking and of the condemnation award with respect to its Unit or its Limited Common Area. The Association shall have the exclusive right of appeal of the necessity of the taking and of the condemnation award with respect to the Common Elements which are not Limited Common Area. An appeal by the Association or such Owner shall be binding upon all Owners affected thereby.

10.3 Allocation of Award. Any damages for a taking shall be awarded as follows:

a) Each Owner shall be entitled to the entire award for the taking of all or part of its respective Unit and for consequential damages to its Unit.

b) If no reconstruction is undertaken as below, any award for the taking of Common Elements shall be allocated to all Owners in proportion to their respective Interests.

10.4 Reconstruction After Taking. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing Condominium. Any costs of such restoration in excess of the condemnation award shall be a common expense payable in accordance with Article 8. If the taking diminishes the Condominium to the extent that reconstruction or restoration is not practical in the opinion of the Association, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of each Unit Owner. In the case of partition, the net proceeds of sale of the Condominium, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Owners in accordance with Section 10.3(b). If such consent is not obtained within thirty (30) days of the decision of the Association, then reconstruction shall take place in accordance with Sections 8.1 and 8.3.

ARTICLE 11. AMENDMENT OF DECLARATION

11.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of a majority (51%) of the Owners of Units of the total Unit Owners. Consent is not effective unless approved by the Unit's first mortgage holder, or the holder of an equivalent security interest, if any. Amendments shall be prepared submitting the Amendment for recording shall state that the required consents and approval for the Amendment were received. A copy of the amendment shall be recorded at the Register of Deed's Office and a copy of the amendment shall be mailed or personally delivered to each Unit Owner at the address on file at the Association for each Unit Owner. In addition to the foregoing, the Declaration may be amended in any other manner consistent with the Act. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded.

11.2 Requirement for Special Approvals of Certain Amendments. No amendment shall adversely affect a right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS

12.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

(b) Any thirty (30) day delinquency in the payment of assessments owed by the Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action that requires the consent of mortgage holders as specified in Article 11.

12.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

12.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications.

12.4 Termination. Any election to terminate the Condominium must require Mortgagee approval.

ARTICLE 13. RIGHTS OF DECLARANT

13.1 Reserved Rights. Until the sale by Declarant of all Units in the Condominium, Declarant may:

(a) but shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to section 4.4.

(b) use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs, including model Units, buildings and a sales office on the Property and to use those model Units, buildings and the sales office during the period that any of the proposed number of Units

remain unconstructed and/or unsold. It is intended that such model Unit(s) and/or building(s) shall ultimately be sold to a Unit Owner. Declarant shall have the right to use signs, flags or other types of devices to promote construction and sales of the Units. Declarant and persons it may select, shall have the right of ingress and egress in, over and across the Common Elements and the Limited Common Elements and the right to store materials thereon and make such other use thereof as may be reasonably necessary incident to construction, development, sales, and operation of the Condominium, Units, Common Elements and Limited Common Elements thereof.

(c) grant easements upon, over, through and across the General Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for their excavation and construction on or adjacent to any of the Units.

(d) grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real Property adjacent to it.

(e) lease Units owned by Declarant on such terms as Declarant desires.

(f) make alterations and changes to the design or exterior materials of any Unit or part thereof during construction.

ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the By-Laws or the Association Rules, such Owner shall be liable for any charges, fines or assessments imposed by the Association or any other remedy provided under this Declaration, and/or in the By-Laws and may be subject to temporary or permanent injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violation; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the By-Laws or the Rules, which failure continues for a period of fifteen (15) days following written notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit's Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such an action, it shall not be obligated to take any other or further action with respect to the same, similar or subsequent failure by the same or a different Owner of Occupant.

ARTICLE 15. SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on Jason Fettig, President, PF Development Corporation, 5439 Highridge Drive, Menomonee Falls, WI 53051. Any change in the person or location

for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 16. EASEMENTS

16.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations, including the right to install, lay, maintain, repair and replace wells, water mains and pipes, sewer lines, septic systems, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television wires and equipment, electrical conduit wires and equipment, including power transformers, over, under, along and on any part of the Units, buildings, Common Elements and Limited Common Elements, to service the Condominium, provided request for entry is made in advance and at a convenient time for the Owner.

In case of emergency, entry of a Unit may be made immediately, whether the Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of the Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Driveways and Walkways. To the extent the Condominium and buildings in Exhibit A depict the common use of driveways and walkways for purposes of access, ingress and egress, valid easements are hereby established and shall exist for the mutual benefit of all Unit Owners and the Declarant for such uses.

16.3 Repair Easements. An irrevocable right and easement is hereby granted and declared for the benefit of the Association to enter Units and to make repairs to Common Elements when repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium. Except in cases involving manifest danger to public safety or Property, the Association shall make a reasonable effort to give notice to the Unit Owner of the need for entry and for the purpose of any repairs.

16.4 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

16.5 Existing Easements. The Condominium is subject to certain easements granted prior to the recording of this Declaration.

16.6 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of the Owners.

16.7 Binding Effect. All easements and rights described in this Declaration are easements appurtenant, running with the real Property, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their heirs and successors, and on all Unit Owners, purchasers, mortgagees, lessees and Occupants and their heirs, executors, administrators, successors and assigns. The

Association shall have the authority to execute all documents necessary to carry out the intent of this Article.

ARTICLE 17. CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

17.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

17.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.5 Remedies. All remedies herein are cumulative.

17.6 **Waivers.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

17.7 **Assignment of Declarant's Rights.** Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Unit Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office.

17.8 **Binding Law & Jurisdiction.** This Declaration, the Articles of Incorporation of the Association (if incorporated), the By-Laws of the Association and the Rules and Regulations established thereunder, shall be governed by and construed under the internal laws of the State of Wisconsin. Jurisdiction of any disputes arising under any of these documents shall be a Wisconsin County Circuit Court where venue is appropriate.

17.9 Homestead Property. This is not Homestead Property.

Executed at Milwaukee, Wisconsin, this 16th day of July, 2009.

PF Development Corporation,
Declarant

~~Jason Fettig,~~ President

ACKNOWLEDGMENT

State of Wisconsin)
)ss.
County of Milwaukee)

Personally came before me the above named Jason Fettig, President of PF Development Corporation as the sole owner and Declarant, to me known to be the person who executed the foregoing instrument and acknowledged same.

Notary Public, State of Wisconsin
My commission: is permanent

This instrument drafted by:
Bradley J. Dagen, Esq.
Rose & deJong, S.C.
161 South First Street, Suite 400
Milwaukee, WI 53204
Tel. 414-274-1200 Fax 414-274-1401
E-mail: bjd@rosedejong.com

LANGDON COURT CONDOMINIUM
EXHIBIT B

Unit No. 916	916 Langdon Court Racine, WI 53406
Unit No. 918	918 Langdon Court Racine, WI 53406

COPY

"EXHIBIT C"

BY-LAWS OF

LANGDON COURT CONDOMINIUM ASSOCIATION

PREAMBLE

The following are adopted as the By-Laws of the Langdon Court Condominium Association located in Mt. Pleasant, Wisconsin.

All present and future Owners, mortgagees, lessees and occupants of Units and their employees and any other persons who may use the facilities of the **LANGDON COURT CONDOMINIUM** (hereinafter "Condominium") in any manner are and shall be subject to the Declaration, the Articles of Incorporation (if applicable) , these By-Laws and all rules and regulations made pursuant hereto and any amendment of them. The acceptance of a deed of conveyance, or a mortgage, or the entering into a land contract, or lease, or the act of occupancy of a Unit, shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation (if applicable), and these By-Laws (and any rules and regulations made pursuant to them), as they may be amended from time to time, are accepted, ratified, and will be complied with.

These By-Laws shall be deemed covenants running with the land and shall be binding on the Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is Langdon Court Condominium Association (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Condominium of Langdon Court Condominium (the "Declaration"). This Association is organized pursuant to the Wisconsin Condominium Act (the "Act") to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these By-Laws and the Act.

1.3 Members. The Owners are the "Members" of the Association.

1.4 Initial Organization. Declarant shall designate the initial Board, consisting of two (2) persons, none of whom are required to be Unit Owners. Such Directors, or successors to any of them as designated by Declarant, shall serve for a term of one (1) year and shall continue to serve until the events specified in Article 4 and other related sections of the Declaration, including those provisions that vest control in the Declarant until specified dates or events.

1.5 Location. The Association may have offices at such places as the Board may from time to time determine or the Association may from time to time require.

1.6 Definitions. Capitalized terms not otherwise defined in these By-Laws shall have the same meaning as set forth in the Declaration of Condominium of Langdon Court Condominium.

ARTICLE 2. VOTING

2.1 Voting.

(a) Each Unit is vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is the total number of units, as set forth in the Declaration. There shall be no cumulative voting.

(b) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the Owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon.

(c) If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

2.2 Majority of Owners. Except as otherwise required in these By-Laws, a matter shall be deemed approved if approved by those Owners holding more than fifty (50%) percent of the votes to be cast on the particular matter to be voted upon.

2.3 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Owners shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Proxies shall be valid only for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of the meeting. If any meeting of Members cannot be organized because a quorum is not present, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.5 Rights of Declarant. Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right to appoint and remove the members of the Association Board and the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, By-Laws, the Act, this Declaration and the Wisconsin Non-stock Corporation Law from the date the first Unit is conveyed by the Declarant to any person other than Declarant, until eighteen (18) months after such date; unless Declarant elects to waive its right of control.

Each Owner of a Unit in the Condominium shall be deemed by acceptance of any deed to any Unit to agree, approve, and consent to the right of Declarant to so control the Association.

ARTICLE 3. MEETINGS

3.1 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on or about the first day of December of each year. At the annual meeting, Directors may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners with more than 50% of the Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 75% of the Interests represented, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served, effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Procedure. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

3.8 Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.
(b) Proof of Notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.

(d) Reports of officers.
(e) Report of committees.
(f) Election of Directors (when applicable).
(g) Unfinished business.
(h) New business.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualification. The affairs of the Association shall be governed by a Board initially composed of three (3) persons. Subject to the provisions of Section 1.4, at least 1 Director must be Owners (including, for this purpose, officers of Owners that are entities).

4.2 Election and Term of Office. Notwithstanding any other provisions contained in these By-Laws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the Board of Directors of the Association and to exercise the powers and responsibilities otherwise assigned by the Declaration, the Act, or the By-Laws to the Association or its Directors, until the Declarant relinquishes control of the Association as provided in Article 2.5. Not later than forty-five (45) days after the Declarant relinquishes control of the Association as provided in Section 2.5, the Members shall hold a meeting and elect three (3) Directors to hold office until the next annual meeting of the Members of the Association. At the first annual meeting of the Association after the Declarant relinquishes control of the Association as provided herein, the Members shall elect two (2) Directors to the Association Board of Directors. Each Director will serve a one year term. Thereafter, an election will be conducted annually to elect the Condominium Board of Directors. The Directors whose terms expire shall serve until their successors are duly elected and qualified, or until any of said Directors resign or shall have been removed in the manner hereinafter provided.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

(a) Making and enforcing Rules and amendments thereto (including enforcement through the establishment of a system of fines).
(b) Making and collecting assessments from the Owners in accordance with the provisions of the Declaration, and expending assessments for Common Expenses.
(c) Executing contracts on behalf of the Association, employing necessary personnel, and carrying out all functions and purposes necessary for the operation of the Condominium.
(d) Satisfying all liens against the Condominium and paying necessary expenses connected therewith.
(e) Employing a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including the duties listed in this section.
(f) Borrowing money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and pledging, mortgaging or granting security interests in the assets of the Association or Condominium; provided, however, that the Board of Directors may not borrow, in the aggregate, more than Two Thousand Dollars ($2,000.00) in any twelve (12) month period and may not pledge,

mortgage or grant a security interest in the Common Elements without the prior approval of a majority of the Members of the Association given at a regular or special meeting of the Members.

(g) Acquiring and conveying property, both real and personal, tangible and intangible of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Two Thousand Dollars ($2,000.00) without the prior approval of a majority of the Members of the Association given at a regular or a special meeting of the Members.

(h) Performing such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority of the Association. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8 Organization Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting if a majority of the whole Board is present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two (2) Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of

notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the original meeting may be transacted without further notice.

4.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President and Secretary/Treasurer, all of whom shall be elected by the Board and serve one year terms. The Directors may appoint such other officers as in their judgment may be necessary. These rights of designation are subject to the rights of the Declarant as set forth in Section 2.5.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office under the supervision of the Board.

5.3 Removal of Officers. Upon an affirmative vote of a majority of the Board, any officer may be removed, either with or without cause, at the sole discretion of the Board, and a successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a non-profit corporation, including, but not limited to, the power to appoint committees from among the Members from time to time as appropriate to assist in the conduct of the affairs of the Association, and the power to sign, together with any other officer, if so designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions of these By-Laws.

5.5 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board and the Association, and shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary/Treasurer shall count the votes cast at any annual or special meeting of the Association or the Board of Directors. The Secretary/Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Secretary/Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated

by the Board. The Secretary/Treasurer shall also be responsible for the billing and collection of all common charges, assessments, fines, penalties, and special assessments made by the Association.

5.6 Compensation. No officer shall receive compensation for services rendered on behalf of the Association unless authorized by a resolution of the Owners, but may be reimbursed for reasonable actual out of pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall annually adopt a budget of Common Expenses and other items as provided in the Declaration.

6.2 Assessments.

(a) The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied uniformly among the Units except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

(b) Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve (12%) percent per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

6.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit. No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If an Owner fails to timely pay an assessment or installment such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than $500 for payment of Association obligations bear only one (1)

signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

6.5 Fiscal Year. The fiscal year of the corporation shall begin on January 1 and end on December 31 of each year.

6.6 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or non-action based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

6.7 Indemnity of Directors and Officers.

(a) Every person who is or was a Director or Officer of the Association (together with the representatives or heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or Officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or Officer. In the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director or Officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

(b) All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or Officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these By-Laws due to such person's status as an Owner.

ARTICLE 7. OPERATION OF THE CONDOMINIUM PROPERTY

7.1 The Association. The Association, acting through the Board of Directors, shall be responsible for the administration and operation of the Condominium in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations established under them. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium.

7.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and the Common Elements by the Unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements by persons entitled to. The Association Members and their families, lessees or guest and any occupants of the Units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration and these By-Laws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate including fines, penalties and/or special assessments (hereinafter collectively "fines"). Any such fines shall be deemed liquidated damages for breach of the rules and regulations of the Association which are accepted by Unit Owners upon becoming a Member of the Association. Any such fines shall be deemed to be assessments in the same manner as common expenses and shall be collected in the same manner as common expenses. The rules and regulations may be altered and amended or repealed in the discretion of the Board of Directors.

7.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the Members of the Association according to their respective percentages of ownership in the Common Elements of the Condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorneys' fees, shall constitute a lien on the Units on which they are assessed, as hereinafter provided. If not paid on or before the date due, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

7.4 Operating Budget. The annual operating budget shall provide for two (2) funds, one of which shall be designated the "operating fund" and the other the "reserve fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements, management services, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting, Association obligations for repair or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Board of Directors may levy a further assessment equally against all Unit Owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the Condominium, or against each Unit, if resulting from

action by the Association. The Unit Owners or Owner responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The Directors may also use the reserve fund for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefor.

The annual budget shall be prepared and determined by May 1 each calendar year. The Board of Directors shall advise all Members of the Association in writing of the amount charges payable on behalf of each Unit by the date of Members' meeting and shall furnish copies of the budget such common charges are based to each Member.

If within fifteen (15) days after the annual meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by Members representing more than fifty percent (50%) of the membership entitled to vote, the Directors shall notify all Members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges (except contributions to the reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to the reserve fund) may not be revised downward until two (2) years of experience exist.

7.5 Default. If a Member of the Association is in default in the payment of any charges, expenses, assessments and/or fines, (hereinafter collectively "assessments") for a period of more than thirty (30) days (hereinafter "delinquent"), the Association may accelerate the entire amount of the annual common charges and other assessments remaining unpaid with respect to such delinquent Member and the Member's Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid charges. All assessments until paid plus all accrued interest and actual costs of collection and actual attorneys' fees incurred in connection with collection shall constitute a lien on the Units on which they are assessed if a statement of lien as provided in the Act is filed in the land records of the Clerk of Circuit Court of Racine County, Wisconsin within two (2) years after the assessment becomes due. If a Member of the Association is delinquent, the Member, Member's family and guests may be prohibited from using any recreational facilities that are part of the Common Elements until all delinquent assessments have been paid. All matters concerning collection of assessments shall be administered by the Board of Directors. If any Member of the Board of Directors is delinquent, the delinquent Member shall not be allowed to vote on any matters concerning the collection of such delinquent assessments. If the number of delinquent Members of the Board of Directors is such that the remaining Members do not constitute a quorum for purposes of taking any collection action, the non-delinquent Member(s) shall be able to take any action deemed advisable even though such Member(s) may constitute less than a quorum. In addition to any other action authorized for collection of assessments as provided in the Act, any Member of the Board of Directors who is delinquent may be removed from office by a vote of a majority of the non-delinquent Member(s) of the Board of Directors, even though such Member(s) may

constitute less than a quorum. Alternatively, the said delinquent Director may be removed by a 51% vote of the Unit Owners.

ARTICLE 8. REPAIRS AND MAINTENANCE

8.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of their Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such maintenance and repair with respect to their Unit as is more fully set forth in these By-Laws.

8.2 Common Elements. The Association shall be responsible for the management and control of the Common Elements (except landscaping and gardens planted and maintained by Unit Owners) and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, Members of the Owner's family or lessees, in which case such expense shall be charged to such Unit Owner and the Owner's Unit), for accomplishment of the following specific items of maintenance and repair with respect to the Common Elements (except landscaping and gardens planted and maintained by Unit Owners).

1. All painting, repairing, restoration, maintenance and decorating of building exteriors and roofs, including garage;

2. General repair, maintenance, repair or replacement of exterior fixtures including mail boxes;

3. All grass cutting, edging and trimming;

4. Tending and cultivating bush beds and limited pruning of bushes and shrubbery;

5. Replacement of landscaping and shrubbery;

6. Tree pruning, cutting and replacement;

7. Fertilizing, watering and weed control as required;

8. Raking and disposal of leaves and leaf removal from building gutters;

9. Repair, replacement or restoration of gate houses, sidewalks, fences, driveways, retaining walls, water and sewer system;

10. Repair and maintenance of exterior lights and associated equipment;

11. Snow removal and salting of all walks and driveways;

12. Provision, maintenance and storage of equipment and materials required to accomplish the foregoing.

8.3 Individual Units and Limited Common Elements. Except as otherwise provided in these By-Laws, each Unit Owner, at his sole expense, shall be responsible for keeping their Unit interior and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for any repair, maintenance, decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of the Unit. The Unit Owner may decorate, paint and/or varnish the patio or deck, if applicable, appurtenant to the Unit with the prior written consent of the Board of Directors of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement of any interior electric wiring and conduit, fixtures, plumbing, water heaters, furnaces, steps, stairways, carpeting, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, doorbells, garage door openers, storage areas, or other equipment which may be in, or connect with or appurtenant to the Unit which exclusively serve the Unit. The Unit Owner's responsibility includes drywall repairs, door repairs, window repairs, window replacement, replacement and glass repair or replacement for any such features serving or appurtenant to the Unit, unless same are caused by a failure of the structure of the Building housing the Unit.

8.4 Disputes. In the event of any dispute between Unit Owners including, but not limited to, a dispute concerning use or maintenance of a Common Element, such dispute shall be submitted to binding arbitration by a mutually agreed upon neutral third party. The Arbitrator's decision shall be final and binding upon the Owners. Such proceedings shall be conducted as binding arbitration and shall proceed in accordance with Chapter 788 of the Wisconsin Statutes, as amended, renumbered or revised.

8.5 Association Services. The Association may provide any service or maintenance requested by a Unit Owner or Owners with respect to individual Units that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit Owner or Owners therefor.

8.6 Architectural Control. No exterior additions or alterations to any building, additional fences, or changes in existing fences, hedges, walls, walkways, interior window coverings, treatments, draperies or curtains, and any other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the Condominium buildings, and afterwards, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design, aesthetics and location in relation to the surrounding buildings in the development by an architectural control committee composed of the Board of Directors of the Association, or by such representative or representatives as designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove of such design and location within thirty (30) days after said plans and specifications have been submitted to him, such approval will be deemed to have been

given. If no application has been made to the Architectural Control Committee or, their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the Members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Control Committee or its designated representatives.

ARTICLE 9. RULES AND REGULATIONS OF THE ASSOCIATION

The Units, the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

9.1 Use. No Unit Owner shall occupy or use their Unit or the Common Elements or Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, the Owner's family, the Owner's guests or the Owner's lessees.

9.2 Obstructions. There shall be no obstruction of the Common Elements or Limited Common Elements.

9.3 Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements that will increase the rate of insurance on same without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in their Unit or in the Common Elements or Limited Common Elements that will result in the cancellation of insurance of any Unit or any part of the Common Elements or Limited Common Elements, or that would be in violation of any law or ordinance. No waste will be committed in the Condominium.

9.4 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited Common Elements without the prior consent of the Association. This rule does not apply to Declarant in the initial sale of Units.

9.5 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in or on the Common Elements or Limited Common Elements, except as provided in this Article and Section, as defined below, and subject to the rules and regulations which may be adopted from time to time by the Association regarding same. Each unit owner shall be permitted to keep two pets on the premises and shall be responsible for their care, upkeep, cleanliness and supervision. The Association shall have the authority to require an owner to remove pets that cause any nuisance or harm that goes uncorrected for 14 days; including noise or cleanliness issues. The Association may amend these rules and regulations; but must provide 90 days written notice to all owners of any such changes before the change becomes effective. A violation of the terms of this Article and the conditions set forth herein shall subject the Owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, costs of maintenance and repair attributable to the pet,

as well as reasonable attorneys fees incurred by the Association incident to the enforcement of this paragraph and any rules and regulations established hereunder.

9.6 Other rules and regulations as may be adopted by the Association under the provisions of the Declaration.

ARTICLE 10. AMENDMENTS

10.1 Amendments. These By-Laws may be amended by the Owners of Units representing at least a majority (51%) of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns, without Declarant's express written consent.

ARTICLE 11. MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

11.1 Notice to Association. Any Member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary is given notice.

11.2 Notice of Unpaid Assessments. Upon twenty (20) days request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

11.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 12. CONFLICTS

12.1 Conflicts. If any provision of these By-Laws conflicts with the Declaration, the Declaration will control.

Adopted this 16th day of July, 2009.

PF Development Corporation, Declarant

By: _____
Jason Fettig, President