

BY – LAWS

TUCKAWAY CREEK - BY-LAWS

BY - LAWS

OF

TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is Tuckaway Creek Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be 2719 South 60th Street, Milwaukee, Wisconsin 53219. Meetings of members and Directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

SECTION 1. ASSOCIATION.

Association shall mean and refer to Tuckaway Creek Homeowners' Association, Inc., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors or assigns.

SECTION 2. PROPERTY.

Property shall mean and refer to that certain real property described in the Declaration and any supplements thereto or amendments thereof.

SECTION 3. COMMON AREA.

Common area shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the owners.

SECTION 4. LIMITED COMMON AREA.

Limited common area shall be those common areas which are identified more particularly in the Declaration which are specifically reserved for the exclusive use of one or more owners, but in no event, for all the owners.

SECTION 5. UNIT.

Unit shall mean that portion of the property subject to the Declaration, consisting of a portion of a residential building and an attached garage, having a separate entrance, with enclosed rooms or areas, more particularly described in the Declaration.

SECTION 6. OWNER.

Owner shall mean and refer to the record owner, whether singular or plural, persons or entities, of a fee simple title to a unit. This shall not be deemed to include any person or entity who may hold such interest as a security for the performance of an obligation.

SECTION 7. DECLARANT.

Declarant shall mean and refer to the Tuckaway Creek Development Corp.

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SECTION 8. DECLARATION.

Declaration shall mean and refer to the Declaration of Condominium Ownership for Tuckaway Creek Condominiums and any supplements or amendments thereto.

SECTION 9. MEMBER.

Member shall mean and refer to any person or entity entitled to membership as provided in the Declaration.

ARTICLE III

MEETINGS OF THE MEMBERS

SECTION 1. ANNUAL MEETINGS.

The first annual meeting of the members shall be held within one (1) year from the date of recording of the Declaration and each subsequent annual meeting shall be held on the same day of the same week of the same month of each year thereafter. Said day shall be determined by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of other business that may be properly brought before the meeting.

SECTION 2. SPECIAL MEETINGS.

Special meetings of the members shall be called at any time by the Board of Directors, or by the President of the Association, or upon written request of twenty-five per cent (25%) of the members entitled to vote.

SECTION 3. PLACE OF MEETINGS.

Meetings of the members shall be held at such place as the Board of Directors deem to be convenient to the members.

SECTION 4. NOTICE OF MEETINGS.

Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association, or such other person as the Board of Directors shall appoint, by delivering written notice either in person, by mail or by general posting of the Notice as hereinafter provided, such Notice being given at least ten (10) days prior to such scheduled meeting.

A general posting shall be accomplished by the placement of the Notice on the bulletin board which will be located upon the condominium property.

If notice is made by person or by mail, such notice will be given to any member entitled to vote as their names appear on the books of the Association.

All Notices shall specify the meeting place, time and date and the purpose of such meeting.

SECTION 5. QUORUM.

The presence of ten per cent (10%) of the members eligible to cast a vote, of each class of membership, shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-laws. In the event a quorum is not present at any meeting, the members present, who are entitled to vote, shall have the power to adjourn the meeting from time to time, and without further notice of meeting, other than an oral announcement at the adjourned meeting, schedule a new meeting time, date and place, until a quorum is present. Voting proxies shall be considered in determining if a quorum for any meeting has been reached.

SECTION 6. PROXIES.

At any meeting of the members, any member eligible to vote may do so in person or by proxy. All proxies must be in writing and filed with the Secretary prior to the start of the meeting. Each proxy must be dated and shall be valid, unless otherwise specifically stated on said proxy, for a period of ten (10) days. Any perpetual proxy shall automatically terminate upon the conveyance of the member's unit to another person or entity.

SECTION 7. MAJORITY OF OWNERS.

As the term "Majority of Unit Owners" is used in these By-laws, it is meant those owners, as a group, representing more than 50% of the total authorized votes of all owners present in person or by proxy and voting at any meeting of the members.

SECTION 8. DECLARANTS CONTROL.

Except as provided in Article IV, Section 1 of these By-laws, the Declarant, or its designee, may appoint and/or remove the officers of the Association and exercise powers and responsibilities of the Association, provided, however, that such control shall cease seven (7) years from the date of the first unit sale of Declarant or thirty (30) days from the sale by Declarant of seventy-five per cent (75%) of the total units, whichever time occurs first.

SECTION 9. RIGHTS OF DECLARANT PRIOR TO TRANSFER.

The Declarant specifically reserves the right to retain units from sale and use said units and any common area of the condominium and related facilities thereto, and together with any unsold units to facilitate the completion and sale of all units contemplated thereon, including, but not limited to, maintaining

a sales office, sales office, model unit visitor parking area and related signage.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. SELECTION.

Except for the initial Board of Directors, the affairs of the Association shall be managed by a Board of Directors consisting of not less than five (5) nor more than seven (7) Directors. The Directors, except for the initial Board, shall all be voting members of the Association.

Upon conveyance of 25% of the common element interest to the owners, the Association shall hold a meeting of the members, other than the Declarant, and shall elect two (2) Directors to serve on the Board with the initial Directors.

Upon conveyance of 50% of the common element interest to the owners, the Association shall hold a meeting of the members, other than the Declarant, and shall elect another two (2) Directors (total of four (4) Directors elected by members) to serve on the Board with the initial Directors.

Not later than forty-five (45) days of expiration of Declarant control, the Association shall hold a meeting to elect the full Board of Directors, the initial Directors having resigned.

SECTION 2. INITIAL DIRECTORS.

There shall be three (3) initial Directors, appointed by the Declarant, who shall hold office as stated in SECTION 1 above and

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whose names and addresses are as follows:

Michael J. Kaerek
2719 South 60th Street
Milwaukee, Wisconsin 53219

Shirley A. Hill
2719 South 60th Street
Milwaukee, Wisconsin 53219

Richard J. Kaerek
2719 South 60th Street
Milwaukee, Wisconsin 53219

SECTION 3. ELECTION AND TERM OF OFFICE.

At the meetings of the owners referred to in Section 1 of this Article, the terms of office of 2 members of the Board of Directors shall be set at three (3) years. The terms of office of 2 other members of the Board of Directors shall be set at two (2) years and the terms of the remaining members shall be set at one (1) year.

Upon the expiration of the initial term of office for each Director, an election of a new Director will take place and the term for each successor Director so elected will be for three (3) years.

Except for the event of resignation, removal or death, each Director shall hold office until a successor has been elected by the owners.

SECTION 4. REMOVAL OF DIRECTORS.

Any Director may be removed from the Board, with or without cause, by a majority vote of the Association or by a majority vote of the other Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Directors as shall serve for the unexpired term of his

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predecessor.

SECTION 5. COMPENSATION.

No Director shall receive compensation for any service he may render to the Association in the capacity of being a Director. A Director may be reimbursed for his actual expenses incurred in the performance of his duties and any Director performing other duties requested by the Association may, upon approval of the Board of Directors, receive compensation for such other duties.

SECTION 6. ACTION TAKEN WITHOUT A MEETING.

In the absence of a formal meeting, the Directors shall have the right to take any action which they could take at a meeting by obtaining the written approval of all the Directors. Any such action so taken, shall have the same effect as though taken at a formal meeting of the Directors.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

SECTION 1. REGULAR MEETINGS.

Regular meetings of the Board of Directors shall be held periodically without notice, at such times and at such places as may be set from time to time by resolution of the Board of Directors.

SECTION 2. SPECIAL MEETINGS.

Special meetings of the Board of Directors shall be held when called by the President or by any two (2) Directors, by giving at least forty-eight (48) hours advance notice of said meeting to each Director.

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SECTION 3. QUORUM.

A majority of the Board of Directors shall constitute a quorum for the transaction of all business.

SECTION 4. WAIVER OF NOTICE.

Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board in writing. The giving of such waiver shall be deemed equivalent to the giving of proper notice of said meeting. Attendance by a Director at a meeting of the Board of Directors shall constitute a waiver of notice by him. If all the Directors are present at any meeting of the Board, said meeting shall be deemed to have been properly called, with proper notice, whether any such notice was given or not, and any business may be transacted at such meeting.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS.

In addition any to other authority granted them by law, the Board of Directors shall have the power to:

a. Adopt and publish rules and regulations governing the use of the common areas and facilities, the personal conduct of the members, members families and invitees of members, and to establish penalties for any violation of those rules and regulations.

b. Suspend the voting rights of a member during any period in which such member is in default in the payment of any assessment or other monies due the Association. The Board shall have the right to suspend the voting privileges of any member for

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a period not in excess of forty-five (45) days, who violate any rule or regulations.

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the general membership by other provisions of the Declaration or these By-laws.

d. Remove a member of the Board of Directors with or without cause.

e. Employ a manager, independent contractor or such other employees as they may deem necessary.

f. Foreclose a lien for which assessments are unpaid or bring an action at law against the owner to accomplish the payment of same.

g. Adopt and amend rules and regulations covering the details of the operation in the condominium property.

h. Maintaining banking accounts on behalf of the Association and to designate the signatories required therefore.

i. Purchase, lease or otherwise acquire in the name of the Association any unit offered for sale or lease, or surrendered by the owner to the Association.

j. Purchase units located in this condominium which are being foreclosed or available through other judicial sales, in the name of the Association.

k. Sell, lease and mortgage any units acquired or leased by the Association.

l. Grant licenses for vending machines located upon the common areas.

SECTION 2. DUTIES.

It shall be the duty of the Board of Directors to:

a. Maintain a complete record of all acts and corporate affairs and to present a statement thereof at the annual meeting of the members, or at any special meeting when such statement is requested in writing by at least seventy-five percent (75%) of the Class A members who are entitled to vote.

b. Supervise all officers, agents and employees of this Association.

c. Set the amount of the annual assessment of each unit, said amount to be levied at least thirty (30) in advance of each annual meeting of the members.

d. To advise each owner either by mail or other method, such as general posting, the amount of assessment levied his unit, said notice being given at least ten (10) days in advance of each annual assessment.

e. To issue, upon request, a certificate setting forth whether or not any assessments are outstanding against any unit. A reasonable charge for such certificate shall be made and collected upon it's issuance, which charge shall iniatiially not be less than \$25.00. This charge is made to partially offset the Associations expense in preparation of the letter.

f. Procure and maintain adequate hazard and public liability insurance, together with a Fidelity Bond on any person who might be in possession of any assets belonging to the Association.

g. Cause the common areas to maintained.

h. Grant or withhold approval of any action by any owner or other person which would change the exterior of any unit or any other area of the condominium.

i. Make contracts or incur other liabilities in connection with the operation of the condominium.

j. Maintain a roster of all owners names, addresses and mortgagees having liens on any unit.

k. Deny voting privilege to any owner of a unit if said owner fails to file with the Secretary of the Association the owners names and addresses.

ARTICLE VII

OFFICERS AND THEIR DUTIES

SECTION 1. OFFICERS.

This Association shall have as officers a President, Vice President, Secretary and Treasurer, who shall at all times be also members of the Board of Directors.

SECTION 2. ELECTION OF OFFICERS.

The Board of Directors shall nominate and elect all officers at the first Board meeting following the annual membership meeting of the Association.

SECTION 3. TERM OF OFFICE.

Each officer shall serve a term of one (1) year and shall remain in office until his successor is elected, unless due to death, resignation or be removed from office as hereinafter provided.

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SECTION 4. SPECIAL APPOINTMENTS.

The Board may elect such other officers as they deem necessary and create duties and authorities as required.

SECTION 5. RESIGNATION OR REMOVAL.

Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, by given written notice to the Board, the President or Secretary. Said notice of resignation shall take effect as stated in such notice and formal action of the Board is not necessary.

SECTION 6. VACANCIES.

A vacancy of any office may be filled by the appointment by the Board of any Director.

SECTION 7. DUPLICATION OF OFFICES.

The office of President shall be held by that person and he shall not hold any other office. Any other two offices can be held by one person, providing, however, that all offices shall be held by no less than three (3) persons.

SECTION 8. DUTIES OF THE OFFICERS.

a. **President:** The President shall preside at all meetings of the Board and of the members and shall enforce all orders and resolutions of the Board. It is required that the President sign all leases, mortgages, deeds and other written instruments.

b. **Vice President:** The Vice President shall act in the absence of the President regardless if such absence is voluntary or not.

c. **Secretary:** The Secretary shall keep all records of the Association, serve all Notices of meetings and maintain minutes of all meetings.

d. **Treasurer:** The Treasurer shall be responsible for all receipts and disbursements of monies, maintain depository accounts, cause an annual audit of Association books, said audit being performed by a disinterested public accountant, prepare for the Board and members an annual budget together with a statement of income and expense.

ARTICLE VIII

COMMITTEES

The Board shall appoint an architectural control committee and any other committees as deemed appropriate by the Board or at the request of the members.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all reasonable times, be available to any owner for inspection.

ARTICLE X

ASSESSMENTS

As stated in the Declaration, each member has a duty and obligation to pay to the Association, any amounts levied for general or special assessments. Any expense incurred by the Association in collecting the assessments shall be charged to the owner creating such expense, including, but not limited to, bank charges made for returned, unpaid checks. To cover the expense of the Association, any charge made to the Association for whatever purpose, in the process of collecting assessments, shall be paid by the respective owner at the rate of 200% of the charge made.

ARTICLE XI

REGULATING VIOLATIONS

Any infraction of any official rule or regulation, or the breach of any By-law or provision of the Declaration, shall give the Board the right, in addition to all other rights set forth herein, to:

a. To enter the unit in which, or to which such violation exists, and to summarily abate and remove, at the sole expense of the defaulting owner, any structure, thing, animal or other condition that may exist which is creating the breach and the Board, together with it's employees or agents shall not thereby be guilty of any trespass.

b. To enjoin, abate or remedy any such condition by appropriate legal proceedings.

All legal expense incurred by the Association enforcing these By-laws, Declarations, rules or regulations, shall be borne and paid by the violating owner, and if not paid shall be

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collected by placement of a lien on the owners unit, and any unpaid amounts shall earn interest at the same rate as set for any unpaid assessment.

ARTICLE XII

SALE AND LEASE OF UNITS AND
LEASE OF GARAGE STALLS

SECTION 1. SALES AND CONVEYANCES OF UNITS.

No owner shall sell his unit or any interest therein except by conveying an undivided interest in the common areas and facilities which are appurtenant to his unit.

SECTION 2. LEASING AND RENTING OF UNITS.

No owner shall enter into a lease or rental agreement with any person or entity until such time as the Board has accepted such person or entity as a tenant. Owners desiring to lease or rent their unit should advise the Board, in writing, of their intentions and upon agreeing with any prospective occupant, advise the Board as to the name of such prospective occupant, his current address, members of his household and number of motor vehicles to be placed on the condominium. The Board, at its sole discretion, may require that a credit report be obtained on any such lease/rental occupant and the cost of same is to be paid by the owner.

SECTION 2A. MINIMUM TERM OF LEASE/RENTAL.

No owner may lease or rent to any one person any living unit for a period of less than six (6) months. No living unit is to be occupied by any one person on a daily, weekly or monthly period and in the event a lease or rental is granted to an entity, the unit may only be occupied by persons who have been approved by the Board.

Article XII Sale and Lease of Units and Lease of Garage Stalls**SECTION 2. LEASING AND RENTING OF UNITS**

Except as set forth below, only a "permitted person" shall be a resident in any unit. Occupancy of a unit by an individual who is not a "permitted person" under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. Furthermore, occupancy of a unit by an individual who is not a "permitted person" with the permission of an owner other than under a lease or rental agreement is permissible only if a "permitted person" also remains a resident in the unit at the same time. If and when a "permitted person" is no longer a resident in the unit, any non-owner occupant (whether by lease or rental agreement or by permission) must vacate the unit. For purposes of this section only, a "permitted person" is defined to be a person who is an "owner" within the meaning of SECTION 4 of ARTICLE II above or a person who is the grantor or settlor of a revocable trust (i.e. a trust over which the grantor or settlor retains the power of revocation) which trust is an "owner" within the meaning of SECTION 4 of ARTICLE II above; furthermore, a "permitted person" is also defined to be any relative of such a person within the first degree of kinship to an owner as determined in accordance with Wisconsin Statutes §990.001. Any lease or rental agreement with respect to a unit must be in writing and must be executed by both the tenant and the owner of the unit; any such agreement and the parties to such agreement are subject to the provisions of Wisconsin Statutes §703.24 and Wisconsin Statutes §703.315. In the event of a violation of the provisions of this SECTION, the association shall have the right to seek a court order compelling compliance with the provisions of this SECTION and also the right to recover \$10.00 per day as liquidated damages for each day of violation; furthermore, the association shall have the right to recover all reasonable costs, including attorney fees, incurred by the association in obtaining such court order and/or an award of liquidated damages. Any unit which was leased or rented at the time this SECTION became effective may continue to be leased or rented until such time as the existing tenant vacates the unit; once the existing tenant vacates the unit, the unit shall then be subject to the provisions of this SECTION.

SECTION 2A. MINIMUM TERM OF LEASE/RENTAL

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SECTION 3. LEASE OR RENTAL DEPOSIT

In addition to compliance with the provisions of SECTION 2 of this ARTICLE above and subject to and in accordance with the provisions of SECTION 2 of ARTICLE IV of the declaration, the owner of any unit being leased or rented shall deposit with the association an amount equal to 15 times the monthly general assessment for the unit at the time the lease or rental agreement is executed.

No living unit shall be sub-leased or sub-rented.

SECTION 3. LEASE OR RENTAL SECURITY DEPOSIT.

The owner of any unit being rented or leased shall deposit with the Association an amount of money deemed appropriate by the Board, but in no event less than \$500.00 to insure that any damage caused by the renter or lessee to the common areas be repaired upon demand of the Board. In the event of any such damage the owner shall be held fully responsible and will be assessed all repair costs incurred, any such costs being charged to the security deposit, and in the event such deposit is not sufficient to cover the required repairs, the owner will pay to the Association the additional monies due.

SECTION 4. LEASE OR RENTAL OF GARAGE STALLS.

No garage stall shall be leased to any person other than an owner of another unit. No leasing or renting of garage stalls to renters or lessees of units is permitted other than that garage stall which is part of the leased or rented unit.

SECTION 5. WAIVER OF RIGHT OF PARTITION.

In the event that the Board acquires any unit, on behalf of all owners (as tenants in common), all owners hereby expressly waive all right of partition they might have in any such unit.

SECTION 6. PAYMENT OF ASSESSMENTS.

No owner shall be permitted to convey, pledge, hypothecate, sell or lease his unit unless and until all charges previously assessed by the Board have been paid in full.

ARTICLE XIII

CONFLICTS

These By-laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict with the provisions of these By-laws and the Act, the Declaration, the Condominium Plat or the Articles of Incorporation, the following shall apply:

- a. The provisions of the Act control over the Declaration, the Condominium Plat, the Articles and the By-laws.
- b. The provisions of the Declaration control over the provisions of the Condominium Plat, the Articles and the By-laws.
- c. The provisions of the Condominium Plat control over the provisions of the Articles and the By-laws.
- d. The provisions of the Articles control over the provisions of the By-laws.

ARTICLE XIV

AMENDMENTS

These By-laws may be amended by an affirmative vote of at least sixty-seven percent (67%) of the eligible members entitled to vote at a regular or special meeting called for such purpose or be the Declarant only, prior to the sale of seventy-five per cent (75%) of the units.

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ARTICLE XV

FISCAL YEAR

The fiscal year for the Association shall be the annual period commencing February 1st and ending January 31st, or such other fiscal year as the Board may, from time to time, designate.

ARTICLE XVI

CORPORATE SEAL

The Association shall not have a corporate seal and where a seal is indicated, there shall be a notation placed on any such document, stating that the Association has no corporate seal.

IN WITNESS WHEREOF, the Directors of the Tuckaway Creek Homeowners' Association, Inc. have set their hands and seals this 4th day of September, 1984.

By: Michael J. Kaerek
Michael J. Kaerek

By: Shirley A. Hill
Shirley A. Hill

By: Richard J. Kaerek
Richard J. Kaerek

This Document was drafted by Richard J. Kaerek

ARTICLES OF INCORPORATION

TUCKAWAY CREEK - ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

OF

TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION

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

ARTICLE I

CORPORATE NAME

The name of the corporation is TUCKAWAY CREEK HOMEOWNERS' ASSOCIATION, INC..

ARTICLE II

TERM

The period of existence shall be perpetual.

ARTICLE III

PURPOSE

The purposes of this Corporation shall be as follows:

a. To provide for maintenance, preservation and architectural control of the common areas within tracts of real estate, which may include all the real estate more particularly set forth in the Declaration.

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b. To promote the health, safety and welfare of the residents within said real estate.

c. To set, charge, collect and enforce payment, by any lawful means, of all charges or assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith, including all office and other expenses incident to the conducting of business of the Association.

d. To acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

e. To exercise and perform all of the powers, duties and obligations of this Association as set forth in said Declaration which is to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

f. To borrow money, with the approval of 75% of the voting members and to mortgage, pledge, deed and trust, or otherwise hypothecate, all of its real or personal property for security for such money borrowed.

g. To dedicate, sell and transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the general members.

h. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes as set forth herein providing that the general members shall have approved such acts.

i. To have and to exercise any and all powers, rights and privileges a Wisconsin Corporation organized under Chapter 181, of the Wisconsin Statutes, may now or hereinafter acquire.

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ARTICLE IV

PRINCIPAL OFFICE

The location of the principle office is 2719 South 60th Street, Milwaukee, Wisconsin 53219.

ARTICLE V

REGISTERED AGENT

The name of the original registered agent is Michael J. Kaerek.

ARTICLE VI

ADDRESS OF REGISTERED AGENT

The address of the initial registered agent is 2719 South 60th Street, Milwaukee, Wisconsin 53219.

ARTICLE VII

NUMBER OF DIRECTORS

The number of Directors may be fixed by the By-laws but shall not be less than three (3).

ARTICLE VIII

INITIAL BOARD OF DIRECTORS

The number of Directors constituting the initial Board shall be three (3) who do not need to be members of the Association.

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ARTICLE IX

INITIAL DIRECTORS AND ADDRESSES

The names and addresses of the initial Directors:

1. Michael J. Kaerek
2719 South 60th Street
Milwaukee, Wisconsin 53219
2. Shirley A. Hill
2719 South 60th Street
Milwaukee, Wisconsin 53219
3. Richard J. Kaerek
2719 South 60th Street
Milwaukee, Wisconsin 53219

ARTICLE X

MEMBERSHIP

The Declarant, and every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject to assessment by the Association is a member.

The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation, however, members voting rights may be assigned to mortgagees as further security for an obligation secured by the assignors unit. Membership shall be appurtenant to and may not be separated from ownership of a unit which is subject to assessments by the Association.

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ARTICLE XI

VOTING RIGHTS

The Association shall have two classes of voting membership:

a. **CLASS A.** Class A members shall be all owners of units with the exception of the Declarant and each shall be entitled to one vote per unit owned. When more than one person owns a unit, all such persons shall be members. The vote for such unit shall be exercised as they, amongst themselves, determine, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote for any unit. Prior to the start of any meeting at which a vote is to be taken, each co-owner shall file the name of the authorized voting co-owner with the Secretary of the Association in order to be entitled to a vote, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes, said authority being considered in force until rescinded.

b. **CLASS B.** The Class B member shall be the Declarant who shall be entitled to one vote for each unit owned, whether or not such unit has been built, provided, however, that notwithstanding the foregoing provisions for voting, the Declarant shall have at least twenty-one (21) votes until all units are sold, provided, further, that Declarant's control shall cease seven (7) years after conveyance of the first unit to a purchaser other than the Declarant, or within thirty (30) days after the conveyance of seventy-five per cent (75%) of all the units, whichever occurrence is earlier.

ARTICLE XII

AMENDMENT OR DISSOLUTION

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

TUCKAWAY CREEK - ARTICLES OF INCORPORATION

ARTICLE XIII

INCORPORATOR

The name and address of the incorporator is Michael J. Kaerek, 2719 South 60th Street, Milwaukee, Wisconsin 53219.

EXECUTED IN TRIPLICATE, this 4th day of September, 1984

Michael J. Kaerek
Michael J. Kaerek

STATE OF WISCONSIN)

) SS.

MILWAUKEE COUNTY)

Personally came before me on the 4th day of September, 1984, the above named MICHAEL J. KAERER, to me known to be the person who executed the foregoing instrument and acknowledged same.

Shirley A. Hill
Shirley A. Hill

Notary Public

State of Wisconsin

My Commission Expires March 13, 1988.

THIS DOCUMENT WAS DRAFTED BY:

Richard J. Kaerek
2719 South 60th Street
Milwaukee, Wisconsin 53219
414-321-5300