

CITY GREEN CONDOMINIUM OWNERS ASSOCIATION, INC.

BYLAWS

ARTICLE 1

NAME AND PURPOSE

1.1 Adoption. These Bylaws are adopted by and for City Green Condominium Owners Association, Inc., pursuant to the Articles of Incorporation of City Green Condominium Owners Association, Inc. (hereinafter sometimes referred to as "the Association"), and the Declaration of City Green Condominium. The Association is a non-profit, non-stock corporation formed and organized to serve as an association of unit owners who together own real estate and improvements (hereinafter "the Property" or "the Condominium") under the condominium form of ownership, as provided in the Condominium Ownership Act (Chapter 703, Wisconsin Statutes) and subject to the terms and conditions of the Declaration.

1.2 Binding Effect. These Bylaws shall be deemed covenants running with the land and shall be binding on all unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE 2

MEMBERS, VOTING AND MEETINGS

2.1 Members and Units. Members of the Association shall be all owners of Units in the Condominium. Wherever used in these Bylaws without qualification, the terms "unit" or "units" shall have the same meaning as in the Declaration. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his, her or its ownership of such unit ceases for any reason, at which time that owner's membership in the Association shall automatically cease.

2.2 One Membership Per Unit; Number of Votes. One membership shall exist for each unit. Each unit shall have one vote. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such unit owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests with regard to a single unit must be voted by one person pursuant to the designation of that person contained in the Membership List. If a unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the unit. If the Association has filed a statement of condominium lien against a unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such unit shall not be entitled to vote at such meeting.

2.3 Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of meetings of the Association shall be

sent, the mortgagee of the unit, if any, and the person or persons designated to cast the vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit. The person(s) designate to cast the unit's vote may designate some other person to cast the unit's vote by proxy.

2.4 Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Upon transfer of a unit, the new owner, not less than 30 days after closing, shall give to the Association written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, name of the person designated to vote, the mortgagee of the unit, if any, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may, but is not required to, provide Membership Certificates to its members.

2.5 Quorum and Proxies for Members' Meetings. A quorum for members meetings shall consist of 50% of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 90 days, unless sooner revoked, and must be filed with the Secretary 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.

2.6 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise in these Bylaws, in the Declaration, or under the Condominium Ownership Act of Wisconsin.

2.7 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and the place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than 10 days nor more than 90 days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.8 Annual and Special Meetings. The annual meeting shall be held on the second Tuesday in October of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the Members. Special meetings of the members shall be held whenever called by the Board of Directors and must be called by the Board upon receipt of a written request signed by members with no less than 50% of the votes in the Association.

ARTICLE 3

BOARD OF DIRECTORS

3.1 Powers and Duties of the Board. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.2 Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the unit owners pursuant to terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests in City Green Condominium to purchasers, an Association meeting shall be held and unit owners other than Declarant shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the common element interests by Declarant to purchasers, an Association meeting shall be held and the unit owners other than Declarant shall elect at least 1/3 of the Board of Directors.

3.3 Number and Qualifications of Directors. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of 3 persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association. In the event a member which is not a natural person (including by way of example, without limitation, corporations, partnerships and other business entities), is chosen as a Director, it shall designate a representative to act for it as Director. Except for members of the initial Board, no person may serve as a Director in any manner unless he or she actually lives in the Condominium.

3.4 Election and Terms of Directors. At the first annual meeting of the Association after Association control passes to the unit owners, the members shall elect 3 directors to be classified with respect to the terms for which they hold office by dividing them into 2 classes as follows:

3.4.1 Class "A" Directors. One director whose term will expire after 1 year, at the next annual meeting of the Association, to be known as the Class "A" Director.

3.4.2 Class "B" Directors. Two directors whose terms will expire after 2 years, at the second annual meeting of the Association after their election, to be known as Class "B" Directors.

3.5 All succeeding directors shall be elected to hold office for a term of 2 years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire each year.

3.6 Vacancies on the Board. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the membership present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.8 Annual Meeting and Notice. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.9 Regular Meetings and Notice. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.10 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by 2 directors on 3 days' prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.11 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required any business may be transacted at such meeting.

3.12 Quorum of Directors; Adjournments. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the majority of the directors present at a meeting at which quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.13 Fidelity Bonds. The Board of Directors shall require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE 4

OFFICERS

4.1 Designations, Election and Removal. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of the President and Secretary, may be held by the same person. Except for persons designated by the Declarant, no person may serve as an officer of the Association unless that person lives in the Condominium.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such other authority as may be delegated by the Board of Directors.

4.3 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary. The Secretary shall be responsible for maintaining the Membership List and the issuance of Membership Certificates for the Association.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipt and disbursements and financial records and books of account on behalf of the Association. The Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or admitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amount and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 Indemnification of Directors and Officers.

4.7.1 Corporation to Indemnify. The corporation shall, to the fullest extent permitted or required by Chapter 181 of the Wisconsin Statutes ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment), indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a party because such Director or Officer is a Director of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive

of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in the Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Statute.

4.7.2 Insurance. The corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of such Directors or Officers whether or not the corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

4.8 No Compensation for Directors or Officers. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of membership.

ARTICLE 5

DECLARANT CONTROL

Notwithstanding any other provisions contained in these Bylaws, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association, and to amend the Bylaws or rules and regulations of the Association, until the earlier of (a) three years after the first sale of a unit in City Green Condominium by Declarant, (b) 30 days after the conveyance of 75% of the common element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in City Green Condominium shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of the Declarant to so control the Association.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 Association's Responsibilities and Powers. The Association, acting through the Board of Directors, shall be responsible for the administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these Bylaws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, mortgage, contract or other obligation involving the sum of \$10,000.00 or more shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services or a managing agent with respect to the administration and operation of the condominium.

6.2 Rules and Regulations. The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities 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 contracts, documents, and

easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and their appurtenant limited common elements, and the common elements and facilities, by persons entitled to use them. The Association members, their lessees or guests, and any occupants of the units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of a majority of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been properly included in the notice of meeting. No rule or regulation adopted by a vote of the members at such a meeting shall be amended or repealed by the Board of Directors if the rule or regulation in question so adopted so provides, and if notice of that provision was specifically given in the notice of meeting.

6.3 Common Expenses. The matters dealt with in this and subsequent paragraphs, concerning assessments and liability for payment of common expenses, are further governed by the provisions of Article 14 of the Condominium Declaration, which should be read in conjunction with these paragraphs. The Board of Directors shall determine each year the common expenses of the Association, and shall prepare an annual operating budget for the Association. Based on the budget, the Board shall determine the amount of the assessments payable with respect to each unit, to meet the estimated common expenses of the Association for the coming year. The amounts determined shall be assessed against the units and the unit owners, the members of the Association, as set forth in the Declaration. The assessments shall be made on an annual basis; however, for the convenience of the members in paying their annual assessments, each unit's annual assessment shall be prorated over 12 months and may be paid in 12 monthly installments, due and payable on the first day of each month. If any monthly installment is not paid on or before the fifth day of the month, the monthly payment shall be delinquent and shall bear interest at one percent per month, simple interest, until paid in full. If any installment is delinquent for more than 30 days, the Association may accelerate the entire balance of the annual assessment remaining unpaid with respect to the delinquent unit and may designate the unit for collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the budget and assessments for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Annual Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund."

6.4.1 Operating Fund. The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of services, snow and lawn maintenance, insurance on the common elements, administration, materials and supplies.

6.4.2 Reserve Fund. The reserve fund shall be used for contingencies and periodic expenses such as driveway repair, paving, repair and renovation of the building common elements. 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 may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners 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 common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefore. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the unit owners in subsequent years.

6.5 The Budget Process.

6.5.1 Preparation. The proposed annual budget shall be prepared and determined by October 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

6.5.2 Revision. If within 15 days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than 50% of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than 50% of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.6 Working Capital Fund. A working capital fund shall be established. An initial contribution to this fund shall be required of any purchaser who obtains a Unit in this Condominium, whether from the Declarant or from another owner. The working capital fund shall be used to meet unforeseen expenditures or to purchase additional equipment or services, and any amount paid into the working capital fund shall not be considered as advance payments of regular assessments. While the Declarant is in control of the Association, the Declarant shall not use any part of the working capital fund to defray its expenses or construction costs or to make up any budget deficits. When control is transferred to the Association, the working capital fund shall be transferred to the Association for deposit into the reserve fund.

6.7 Unit Owners: Commencement of Payment. Each unit in the condominium shall begin paying monthly installment payments toward its annual assessment of common expenses to the Association as of the date of the first transfer of title to such unit to a bona fide purchaser for value by the Declarant. Such monthly installments of annual assessments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. The Declarant shall not be required to pay assessments for common expenses or reserve funds to the Association with regard to unsold units, EXCEPT that Declarant shall pay, at the rates set forth in the Declaration, monthly installments of annual assessments as to unsold units owned by Declarant beginning on the date when Declarant surrenders control of the Association. At such time as the Declarant is making such payments as to all

units owned by Declarant, the Declarant shall no longer be responsible for paying any deficiency in operating expenses of the Association.

6.8 Default and Liens. All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than 30 days, the Board of Directors, in the name of the Association, may file liens therefore and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE 7

REPAIRS AND MAINTENANCE

7.1 Individual Units. Within the boundaries of each unit, the respective responsibilities of the unit owners and of the Association shall be generally as follows:

(a) Owner's Obligation in General. Each unit owner, at the owner's sole expense, shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, as specified in the Declaration. Each unit owner must properly perform, or cause to be properly performed, all maintenance and repair work to or within the unit which if omitted would affect any common element or limited common element, or any other owner's unit. Upon failure of the unit owner to properly maintain the unit, and after written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within 30 days from the date of the notice, the Association may accomplish such repairs and maintenance to the unit as are determined to be necessary by the Association, and may assess the unit owner for the costs and expenses thereof. The Association, its agents, employees and contractors, shall have a limited right of entry for this purpose, upon giving of notice of a type and timeliness appropriate to the circumstances.

(b) Owner's Obligation, Specific Items. Without in any way limiting the foregoing, each unit owner shall be responsible for the following:

- 1) All painting, repairing, restoration, maintenance and decorating of unit interiors;
- 2) Decorating and keeping the interior of the unit in good repair;
- 3) Maintenance and repair of lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment if any, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, and water softeners if installed.

(c) Unit Exteriors: Association May Specify. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining items visible from outside the unit, such as doors, windows, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

7.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual unit owners are responsible therefore as provided hereinafter with respect to limited common elements. In the event of unscheduled or non-routine maintenance or repairs necessitated by the negligence, acts, omission or misuse of a unit owner, or the tenant, guest or agent of a unit owner, such expense shall be charged and specially assessed to such unit owner. Without limiting in any way the Association's overall responsibility for maintenance and repairs, the Association shall be responsible, at Association expense, for the following specific items of maintenance and repair with respect to the common elements:

- a) All cleaning, painting, repair, restoration and general maintenance of the common property;
- b) All maintenance, repair and restoration of driveways and walkways;
- c) Snow and ice removal from driveways and walkways;
- d) Lawn care, landscaping, tree cutting, erosion control, and general care and maintenance of any plantings and shrubberies which may from time to time be located within the common elements;
- e) Necessary care and maintenance of utility services and line within the common elements, including master television and communication cables, lines or antennae, and utility connection to mains.

7.3 Limited Common Elements. The maintenance and repair of the limited common areas or elements shall be the responsibility of the Association, except that each unit owner who has the exclusive use of a limited common element shall keep that limited common element in good, clean, attractive and sanitary condition and order. In the event of unscheduled or non-routine maintenance or repairs necessitated by the negligence, acts, omission or misuse of a unit owner, or the tenant, guest or agent of a unit owner, such expense shall be charged and specially assessed to such unit owner.

7.4 Association May Provide Services. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and may specially assess such requesting owner or owners for any related expenses.

ARTICLE 8

DUTIES AND OBLIGATIONS OF UNIT OWNERS

8.1 Use of Units, Common Elements and Limited Common Elements. The units, and the common elements and facilities, and limited common elements, shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations adopted by the Association from time to time, including but not limited to the following:

- a) **Mutual Quiet Enjoyment and Use for Owners and Tenants.** All unit owners, lessees and occupants shall have the right to occupy and use their units in accordance with these rules and regulations, and in such manner as not to disturb other unit owners, lessees or occupants. No unit owner, lessee or occupant shall occupy or use any unit, or permit the same or any part thereof to be

occupied or used, for any purpose other than those set forth in the Declaration. No trade or business shall be conducted on the condominium property or from any unit without prior written approval of the Association.

b) Occupancy of Units. Units shall not be used or occupied by any person or group of persons, other than the owner(s), except under a lease and in conformance with the requirements of these Bylaws and of the Declaration, or with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the units which would involve multiple occupancies by different persons or groups of persons.

c) Leasing Units. Owners of units in City Green Condominium may lease their units in accordance with the provisions of the Declaration, these Bylaws and any rules and regulations enacted by the Association.

d) Obstruction of Common Areas. No unit owner, tenant or occupant shall cause or permit the common areas to be used in such a way as to deny others the full use of the common areas. Accordingly, there shall be no obstruction of any common areas.

e) Pets and Other Animals. No animals, livestock or poultry of any kind shall, for sale, be raised, bred, or kept in any unit or in the common areas or limited common areas. Animals which are not prohibited by any law, regulation or ordinance may be kept as pets by unit owners or occupants, provided they are kept subject to rules and regulations which may be adopted by the Association regarding the same. Animals other than dogs which exceed 24 inches in height or 25 pounds in weight shall not be permitted in the Condominium at any time. Not more than 2 dogs, with a total weight of not more than 100 pounds, may be kept. Limits on numbers, sizes and species of other animals shall be those specified in the Ordinances of the City of Milwaukee, and as specified in this Article. For purposes of these Bylaws and any rules and regulations made by the Association, "animal" means any living organism characterized by voluntary movement.

f) Control of Animals. No animal shall be allowed at large within common areas of the Condominium, and any animal shall always be leashed and within the immediate control of a person when outside a unit. All animal dropping must be picked up and disposed of by the person in control of the animal. Owners of animals shall take responsible precautions and make all reasonable efforts to prevent their animals from being nuisances or annoyances to other unit owners or occupants.

g) Prohibited Dogs. Because a number of unit owners have expressed safety concerns about dogs of various breeds which are commonly characterized as "attack dogs", no dog regulated under Section 78-22 of the City of Milwaukee Code of Ordinances shall be kept anywhere in the condominium. Dogs affected by this section include all dogs which are one-half or more American Staffordshire terrier, Staffordshire terrier, American pit bull terrier, pit bull terrier, miniature pit bull terrier or Rottweiler. The Secretary of the Association shall keep a current copy of said Chapter 78 and shall issue a copy to any unit owner requesting one.

h) Dangerous Animals. No animal defined or characterized under the provisions of Chapter 78 of the City of Milwaukee Code of Ordinances as a "dangerous animal" shall be kept or harbored anywhere in the condominium at any time, regardless of when the animal was acquired or of any other circumstances. The Association shall have the authority to enforce the provisions of this paragraph and of the preceding paragraph (i), and to deal with any violation of these provisions as a

violation of the unit owner's duties concerning repair and maintenance of the unit under Section 7.1 of the Bylaws.

i) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the common elements or limited common elements which will increase the rate of insurance on the common elements or limited common elements, without the prior consent of the Association. No unit owners shall permit anything to be done or kept in his unit or in the common elements or limited common elements which will result in the cancellation of insurance on any unit or any part of the common elements or limited common elements, or which would be in violation of insurance on any unit or any part of the common elements or limited common elements, or which would be in violation of any law or ordinance. No waste shall be committed in the common elements or limited common elements.

j) Signs. No sign of any kind shall be displayed to the public view on or from any unit, or any limited common element appurtenant to any unit, or the common elements, without the prior consent of the Association. This prohibition shall not apply small "Welcome" signs or nameplates naming the occupants of the unit, or to signs of reasonable size and non-offensive appearance expressing support for political candidates, political parties or political views or causes within a reasonable time before and after an election. The Board of Directors shall have the authority to regulate the size, number, appearance and display of such signs. In doing so, the Board may be generally guided by the Ordinances of the City of Milwaukee insofar as said Ordinances deal with signs of similar type and purpose. Notwithstanding anything in this paragraph, the Declarant shall have the right to post and display reasonably necessary signage in reasonable places in connection with sales of Units in the Condominium, for as long as the Declarant owns units which are for sale.

k) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the common areas or limited common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

l) Alteration, Construction or Removal. Nothing shall be altered or constructed in or on, or removed from, the common elements and facilities or limited common elements and facilities, except upon the written consent of the Association acting through the Board of Directors.

8.2 Association May Adopt Rules. The Association, acting through the Board of Directors, may approve and distribute to unit owners and tenants additional rules and regulations, and amendments of such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the unit owners and tenants no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, and repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these Bylaws may be amended only in accordance with the provisions and requirements for amendment of the Bylaws.

ARTICLE 9

MISCELLANEOUS ADMINISTRATIVE MATTERS

9.1 Record of Ownership. Every unit owner shall promptly cause to be duly recorded or filed or record the deed, land contract or other document of conveyance to him of such unit, or other documentary evidence of his title to the unit, and shall present evidence of his title to the Board of Directors. The Secretary shall maintain all such information in the Membership List of the Association.

9.2 Mortgages. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

9.3 Statement of Assessments ("Association Letters"). The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, or any contemplated assessments, within 10 business days after such request is received.

9.4 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

9.5 Mailing Address. The initial mailing address of the Association shall be the same as that of the Declarant's main office. The mailing address may be changed from time to time by the Board of Directors.

9.6 No Seal. The Corporation shall have no seal.

ARTICLE 10

AMENDMENTS TO BYLAWS

10.1 By Members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having 50% or more of the votes in the Association.

10.2 Rights of Declarant. No amendment of these Bylaws shall alter or abrogate any rights of the Declarant or its successors or assigns, which may have been reserved, set forth or contained in the Declaration or in these Bylaws.

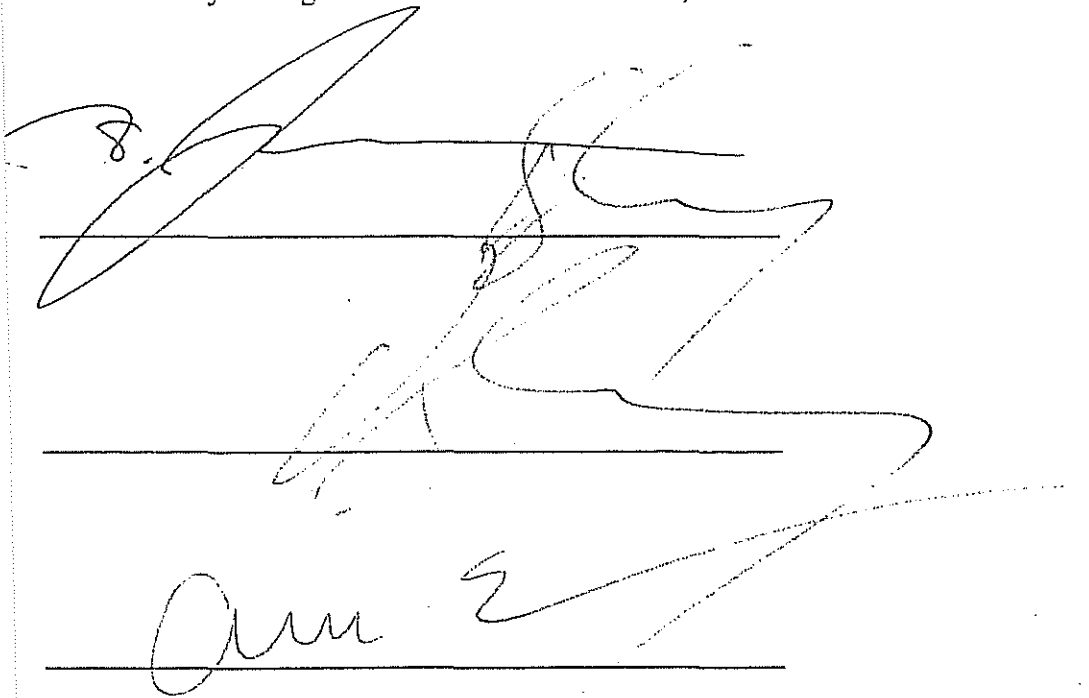
ARTICLE 11

GENERAL

11.1 Subordination. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration of said Condominium Ownership Act.

11.2 Interpretation; Severability. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any and or all the unit owners.

IN WITNESS WHEREOF, these Bylaws of City Green Condominium Owners Association, Inc., have been adopted by the Board of Director as of the 16 day of November, 2004, as evidenced by the signatures of its three Directors, set forth below:

Three handwritten signatures are written on three horizontal lines. The first signature is on the top line, the second is on the middle line, and the third is on the bottom line. The signatures are written in cursive and are somewhat stylized.

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services



ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: Do not use this form for organizing a for-profit business corporation. Use Form 2)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

CITY GREEN CONDOMINIUM

Article 1. Name of the corporation: OWNERS ASSOCIATION, INC.

(Must include "Inc." or similar word. See Instructions)

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Michelle Mangen

Article 4. Street address of the initial registered office: *(The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.)*

1840 N. Farwell Ave.

Suite 203

Milwaukee, WI 53202

Article 5. Mailing address of the initial principal office: 1840 N. Farwell Ave., Suite 203,
Milwaukee, Wisconsin 53202

Article 6. (Select and mark (X) one of the statements below)



The corporation will have members.

OR



The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

FILING FEE - \$35.00 See instructions, suggestions, and procedures on following pages.

DFI/CORP/102(R02/10/03) Use of this form is voluntary.

1 of 3

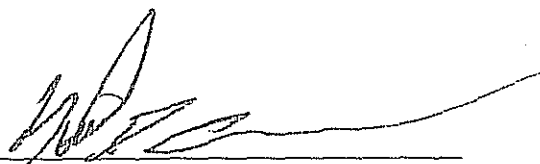
(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

Any lawful purpose for which a corporation of this type may be organized.

Article 9. Name and complete address of each incorporator:

Michael D. Corcoran

606 S. Garfield Ave.
Port Washington, WI 52074



Incorporator's signature

Incorporator's signature

This document was drafted by Attorney Michael D. Corcoran

(Name the individual who drafted the document)

OPTIONAL – Second choice corporate name if first choice is not available: _____

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of \$35**. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats.

NOTICE: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

ARTICLES OF INCORPORATION
Nonstock Corporation

Ann Shuk
New Land Enterprises
PO Box 511448
Milwaukee, WI 53202

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♦ Your name, return address and phone number during the day: (262) 268-0729

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (NOTE: Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.