BY-LAWS OF

TUCKAWAY DOWNS OWNER'S ASSOCIATION UA
(a Wisconsin Non-Profit Association)

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is Tuckaway Downs Owner's Association UA (the "Association").

1.2 Application. These By-Laws are adopted pursuant to the Declaration of Restrictions For Tuckaway Downs Subdivision recorded in the Register of Deeds Office of Milwaukee County as Document No. 8002824 (the "Declaration"). This Association is organized pursuant to the Uniform Unincorporated Nonprofit Association Act (the "Act"). Any and all present or future Owners shall be governed by the Declaration, these By-Laws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration.

1.3 Members.

a. The "Members" of the association are the lot owners who reside in the Tuckaway Downs Subdivision at the address and tax key numbers indicated below who have an undivided fractional interest in Outlot 1 as members of this association, under Tax Key No. 837 0210 000, address 8402 Fountain Court, Franklin, Wisconsin, which is referred to as the "Common Area", as follows:

Property Address:	Tax Key Number
8410 Fountain Court, Franklin, WI	837 0200 000
8418 Fountain Court, Franklin, WI	837 0201 000
8426 Fountain Court, Franklin, WI	837 0202 001
8434 Fountain Court, Franklin, WI	837 0202 002
8442 Fountain Court, Franklin, WI	837 0204 000
8450 Fountain Court, Franklin, WI	837 0205 000
8465 Fountain Court, Franklin, WI	837 0206 000
8455 Fountain Court, Franklin, WI	837 0207 000
8439 Fountain Court, Franklin, WI	837 0208 000
8405 Fountain Court, Franklin, WI	837 0209 000

b. For purposes of this section, all names that appear on title as property owners are considered lot owners and are members of this Association.

1.4 Initial Organization. Declarant shall designate the initial Board of Directors (the "Board"), consisting of three (3) persons, who must be owners of the properties listed above. Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until the next annual meeting or the events specified in Paragraph 31. of the Declaration.

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.

ARTICLES 2. VOTING

2.1 Voting.

a. There are ten (10) lots in this subdivision and each lot owner is vested with one (1) vote. There shall be no cumulative voting.

b. For purposes of this section, if there is more than one individual who holds title to the same lot, their combined vote is consider one (1) vote as is specified in Paragraph 31.B. of the Declaration, and they shall designate between themselves by who will cast the vote by executing a Certificate of Appointment filed with the Secretary of the Association. If the owners of a lot cannot agree on how to vote, such lot owners shall lose their vote for the particular item to be voted upon.

c. If a lot is owned by a legal entity, the person entitled to cast the vote for the lot shall be designated by a Certificate of Appointment signed by a duly authorized officer or agent of such entity and filed with the Secretary of the Association.

d. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the lot occurs.

2.2 Majority of Owners. A matter shall be deemed approved if it is approved by the majority of lot owners who are in attendance at any meeting held by the Association.

2.3 Quorum. Except as otherwise provided in these By-Laws, three (3) lot owners shall be considered a quorum. Except for meetings of the Board, Members may not transact any business if less than a quorum is present for any Association meeting.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies in writing must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Lot Owners. Each lot owner shall furnish the Association with each owner's name and current mailing address and telephone number. 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 Meetings. The annual meeting of the Association shall be held on the second Wednesday of October 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 more than 50% of the lot owners.

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 written 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 of the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Produce. Except where inconsistent with these By-Laws, meeting of the Association shall be conducted in accordance with the 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. Upon the expiration of Declarant control shall be vested in the Board of Directors, the Owners shall elect new Directors as that the Board shall consist of no less than 3 persons. Subject to the provisions of Section 1.4, at least 2 Directors must be Owners from each Lot (including, for this purpose, officers of Owners that are entities).

4.2 Election and Term of Office. Each Director elected by the Owners shall hold office for a term of three (3) years commencing with the date of the Director's election, and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one Director is to be elected at any meeting, each Lot shall cast votes for candidates equal in number to the Directors to be elected.

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

a. Making and enforcing Rules and amendments thereto (including enforcement through the establishment 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 subdivision.
d. Satisfying all liens against the subdivision and paying necessary expenses connected therewith.
e. Employing professionals for the management of the subdivision as the Board shall authorize including the duties listed in this Section.
f. 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 by Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. 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 the Board, after one or more Directors is newly elected, shall be held within ten (10) days 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 the fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone or telegraph, or email, 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 mail, telephone or telegraph, or email, 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 meting 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 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.

4.14 Indemnity of Directors and Officers.

a. Every person who is or was a Director or officer of the Association (together with the personal representatives and 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 claims, 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 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 noting in this Section shall be deemed to obligate the Association 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 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by the Board and serve one-year terms. A person may simultaneously hold more than on office except that no person may simultaneously hold the offices of President and Treasurer.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure 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, 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.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President not the Vice President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as impose by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary 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 shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The 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 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.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out of pocket expenses.

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.

The estimate of Common Expenses shall be assessed against each Lot on an annual basis and paid as provided in the Declaration.

a. If any expense is incurred by the Association or Common Area, assessment shall be levied uniformly among the Owners except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on few than all Owners. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may Levin 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 assessmen6t 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 Lot. 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 a Owner fails to timely pay an assessment or installments thereof, such failure shall be deemed a 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 $500.00 for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear signature and counter-signature of designated officers.

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

ARTICLE 7. OBLIGATIONS

7.1 Owners Responsibility. Each Owner acknowledges and accepts those obligations and provisions as specified in the Declaration and these By-Laws, and it is the Owners responsibility to comply with those sections at the Owner's own cost and expense.

7.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Areas.

ARTICLE 8. AMENDMENTS

8.1 Amendments.

a. These By-Laws may be amended by the Owners of the Lots representing at least (66 2/3%) of the Lots in the subdivision of the total interests.

b. In the event there is more than one (1) Owner of any Lot in the subdivision, the execution of any amendment by any one (1) or more of said Owners of such Lot shall be deemed sufficient for the purpose of approving and executing any amendment.

ARTICLE 9. CONFLICTS

9.1 Conflicts. If any provisions of these By-Laws conflicts with the Declaration, the Declaration will control, prevail and supersede.