BY-LAWS

OF

EAST TOWN CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

Article I		Name and Location of Association
Article II		Definitions
	Section 1	"Association"
	Section 2	"Property"
	Section 3	"Common Elements"
	Section 4	"Unit"
	Section 5	"Owner"
	Section 6	"Developer"
	Section 7	"Declaration"
	Section 8	"Member"
Article III		Meeting of Members
	Section 1	Annual Meeting
	Section 2	Special Meeting
	Section 3	Place of Meetings
	Section 4	Notice of Meetings
	Section 5	Quorum
	Section 6	Proxies
	Section 7	Majority of Unit Owners
	Section 8	Order of Business
	Section 9	Parliamentary Procedure
	Section 10	Developer's Control
	Section 11	Rights of Developer Prior to Transfer
Article IV		Board of Directors, Selection - Term of Office
	Section 1	Number and Selection
	Section 2	Initial Directors
	Section 3	Election and Term of Office
	Section 4	Removal
	Section 5	Compensation
	Section 6	Action Taken Without a Meeting
Article V		Meeting of Directors
	Section 1	Regular Meeting
	Section 2	Special Meetings
	Section 3	Quorum
	Section 4	Waiver of Notice

Article VI	Powers and Duties of the Board of Directors
Section 1	Powers
Section 2	Duties
Article VII	Officers and Their Duties
Section 1	Enumeration of Offices
Section 2	Election of Officers
Section 3	Term
Section 4	Special Appointments
Section 5	Resignation and Removal
Section 6	Vacancies
Section 7	Multiple Offices
Section 8	Duties (a) President (b) Vice-President (c) Secretary (d) Treasurer
Article VIII	Committees
Article IX	Books and Records
Article X	Assessments
Article XI	Abatement and Enjoining of Violations
Article XII	Sale and Lease of Units
Section 1	Sale and Leases
Section 2	Lease
Section 3	Approval of Purchase
Section 4	Financing of Purchase of Units by Board of Directors
Section 5	Waiver of Right of Partition with Respect to Units Acquired by Board of Directors
Section 6	Payment of Assessments
Section 7	Notification of Conveyance
Article XIII	Conflicts
Article XIV	Amendments
Article XV	Fiscal Year
Article XVI	Corporate Seal

BY-LAWS

OF

EAST TOWN CONDOMINIUM ASSOCIATES, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is EAST TOWN CONDOMINIUM ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be 1717 East Newton Avenue, Milwaukee, Wisconsin, 53211, but meetings of Members and Directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to EAST TOWN CONDOMINIUM ASSOCIATION, INC., a corporation organized pursuant to Chapter 181, Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Condominium Ownership, and any supplements thereto and amendments thereof.

Section 3. "Common Element" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.

Section 4. "Unit" shall mean and refer to any Unit shown upon the recorded plat or plats of survey of the property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" shall mean and refer to EAST TOWN HOMES, INC. The Developer may also be referred to as the Declarant.

Section 7. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING: The first annual meeting of the Members shall be held prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event less than within one (1) year from the date of recording of the Declaration, and each subsequent regular meeting of Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. SPECIAL MEETING: Special meetings of the Members may be called at any time by the Board of Directors or by the President, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. PLACE OF MEETINGS: Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 6. PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be effective for a maximum period of one hundred-eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners.

Section 8. ORDER OF BUSINESS: The order of business at all meetings of the Unit Owners 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

Section 9. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

Section 10. DEVELOPER'S CONTROL: Except as provided in ARTICLE IV, Section 1, below Developer, or a person or persons authorized by it may appoint and remove the officers of the Association and exercise powers and responsibilities of the Association; provided, however, that such control shall cease three (3) years from the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers, whichever time occurs first.

Section 11. RIGHTS OF DEVELOPER PRIOR TO TRANSFER: As long as the Developer shall own any Unit except for a Unit which Developer is using as a residence, Developer may use the Common Elements and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, maintaining a model unit, showing of property and erecting and maintaining signs on the Common Area.

ARTICLE IV

BOARD OF DIRECTORS
SELECTION - TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of three (3) Directors, all but one of whom shall be a member of the Association, except that the initial Directors need not be members of the Association. Such Board shall be elected as follows:

(a) Prior to the conveyance of twenty-five percent (25%) of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Unit Owners shall be called at which time one (1) member of the initial Board of Directors, or his successor, as designated by the Declarant, shall tender his resignation and the Unit Owners, other than Declarant, shall elect one (1) new member of the Board of Directors.

(b) Notwithstanding paragraphs (a) above, thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the General Common Elements by Declarant to purchasers a special meeting of the Unit Owners shall be called at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignation in accordance with paragraph (a) above, shall tender their resignations, and the Unit Owners shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of three (3) persons, including such new members as may have been elected pursuant to paragraph (a) above.

Section 2. INITIAL DIRECTORS: Notwithstanding any provision set forth in these By-Laws to the contrary, the "Declarant" shall designate the initial Board of Directors, none of which must be Unit Owners, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Declarant, shall continue to serve until their successors are elected as set forth herein. The names and addresses of the initial Directors are:

Leon Joseph	Bonnie S. Joseph	Eli C. Frank
2266 N. Prospect Ave.	2266 N. Prospect Ave.	111 E. Wisconsin Ave.
Milwaukee, WI 53202	Milwaukee, WI 53202	Milwaukee, WI 53202

Section 3. ELECTION AND TERM OF OFFICE: At the time of election of t full Board, the term of office of the first elected Member of the Boa of Directors shall be fixed at three (3) years, the term of office the second elected member of the Board of Directors shall be fixed two (2) years, and the term of office of the last elected Member of t Board of Directors shall be fixed at one (1) year. If there is a conflict in determining the terms of office, the decision of the initi Directors shall control. At the expiration of the initial term office of each respective Member of the Board of Directors, h successor shall be elected to serve for a term of three (3) year Except in the event of death, resignation or removal, each Direct shall hold office until his successor has been elected by the Un Owners.

Section 4. REMOVAL: Any Director may be removed from the Board, wi or without cause, by a majority vote of the Members of the Associatio or by a majority vote of the other Directors. In the event of deat resignation or removal of a Director, his successor shall be selected the remaining Members of the Board and shall serve for the unexpir term of his predecessor.

Section 5. COMPENSATION: No Director shall receive compensation f any service he may render to the Association as such. However, a Director may be reimbursed for his actual expenses incurred in t performance of his duties.

Section 6. ACTION TAKEN WITHOUT A MEETING: The Directors shall ha the right to take any action in the absence of a meeting which th could take at a meeting by obtaining the written approval of all t Directors. Any action so approved shall have the same effect as thou taken at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Directors shall held periodically without notice, at such place and hour as may be fix from time to time by resolution of the Board. Should said meeting fa on a legal holiday, then that meeting shall be held at the same time the next day which is not a legal holiday.

Section 2. SPECIAL MEETINGS: Special meetings of the Board Directors shall be held when called by the President of the Associatio or by two-thirds of the Directors, after not less than twenty-four (2 hours notice to each Director.

Section 3. QUORUM: A majority of the Directors shall constitute quorum for the transaction of business. Every act or decision done made by a majority of the Directors present at a duly held meeting which a quorum is present shall be regarded as the act of the Board.

Section 4. WAIVER OF NOTICE: Any member of the Board of Directors ma at any time, waive notice of any meeting of the Board of Directors writing, and such waiver shall be deemed equivalent to the giving such notice. Attendance by a Member of the Board of Directors at a meeting of the Board shall constitute a waiver of notice by him of t time and place thereof. If all the members of the Board of Directo are present at any meeting of the Board, no notice shall be required a any business may be transacted at such meeting.

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS: In addition to their other authority, the Directo shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws or the Declaration:

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units

offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Directors), or otherwise dealing with Units acquired by and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners:

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners;

(m) Grant licenses for vending machines and laundry machines.

Section 2. DUTIES: It shall be the duty of the Board of Directors to

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by three-fourths (3/4) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on that Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full;

(j) Grant easements through or over Common Elements;

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(l) Make contracts and incur liabilities in connection with the operation of the condominium;

(m) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent;

(n) Deny the right to Vote at an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The officers of this Associatic shall be a President, Vice-President, and Secretary who shall at al times be members of the Board of Directors, and a Treasurer, and suc other officers as the Board may from time to time by resolution create

Section 2. ELECTION OF OFFICERS: The election of officers shall tak place at the first meeting of the Board of Directors following eac annual meeting of the members.

Section 3. TERM: Each officer of this Association shall be electe annually by the Board and each shall hold office until a successor i

elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL: Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time, by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICES: The offices of Vice-President and Secretary, Vice-President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES: The duties of the officers shall be as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors;

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board;

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members and present the minutes of the prior meeting and have all minutes available at all meetings; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board;

(d) Treasurer. The Treasurer or designate shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any mortgagee. The Declaration, Articles and the By-Laws as well as annual reports of the Association and minutes of annual meetings shall be available for inspection by any member or any mortgagee at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligate to pay to the Association annual and special assessments which ar secured by a continuing lien upon the property against which th assessment is made. Any assessments, or installments thereof, which ar not paid when due shall be delinquent. If the assessment is not pai within ten (10) days after the due date, the assessment shall bea

interest from the date of delinquency at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. (In lieu of charging such interest the Board may, from time to time, fix a reasonable late fee, not to exceed one month's interest, for each month or fraction thereof that such assessment is delinquent), and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any assessment becomes delinquent the privilege of paying such assessment in installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

The violations of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of the trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

ARTICLE XII

SALE AND LEASE OF UNITS

Section 1. SALES AND LEASES: No Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and

(c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests".

Section 2. LEASE: Any lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. Except as hereinbefore set forth, the form of any lease of a Unit shall be the then current form of apartment lease recommended by the Wisconsin Real Estate Board, with such modifications as shall from time to time be required by the Board of Directors or be approved in writing by the Board of Directors.

Section 3. APPROVAL OF PURCHASE. The Board of Directors may not purchase a Unit without first obtaining the approval of the majority of Unit Owners, excluding the Developer, present in person or by proxy, at a special meeting called for that purpose.

Section 4. FINANCING OF PURCHASE OF UNITS BY BOARD OF DIRECTORS: Acquisition, of Units by the Board of Directors, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements and facilities, as a common charge, which assessment shall be enforceable in the same manner as provided herein. Alternatively, the Board of Directors may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be acquired by the Board of Directors.

Section 5. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS: In the event that a Unit shall be acquired by the Board of Directors or its designee on behalf of all Unit Owners as tenants-in-common all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 6. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 7. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

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 between the provision of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLE XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of Unit Owner having sixty-seven percent (67%) or more of the votes at a regular c special meeting of the Members.

Form 14
(1990)

REEL 2595 1342

United States of America

State of Wisconsin
OFFICE OF THE SECRETARY OF STATE

6503491

REGISTER'S OFFICE } SS
MILWAUKEE COUNTY, WI

A11:05

'91 JUL 19 A11:05

1336

REEL 2595 1342

TO: REGISTER OF DEEDS

Attached please find a duplicate of a document filed in my office on the date endorsed therein. It is furnished in compliance with sec. 180.86(2)(b), 181.67(2)(b), 185.82(2)(b) or other section of the Wisconsin Statutes specifying the recording of the document in your office.

650345

RECORD 22.00

SEAL OF THE SECRETARY OF STATE * STATE OF WISCONSIN *

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

22

STATE SECRETARY OF STATE STATE OF WISCONSIN

ARTICLE OF INCORPORATION

OF

91 JUL 11 A8:00 91 JUL 1 A8:00

EAST TOWN CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

Article 1	Name of Corporation
Article 2	Existence Perpetual
Article 3	Purpose
Article 4	Location of Principal Office
Article 5	Registered Agent
Article 6	Address of Registered Agent
Article 7	Number of Directors
Article 8	Initial Board of Directors
Article 9	Names and Addresses of Initial Board Members
Article 10	Membership
Article 11	Voting Rights
Article 12	Dissolution
Article 13	Amendment
Article 14	Name and Address of Incorporator
Exhibit A	Legal Description

SECRETARY OF STATE STATE OF WISCONSIN

ARTICLE OF INCORPORATION

OF

91 JUL 11 A8:00 91 JUL 1 A8:00

EAST TOWN CONDOMINIUM ASSOCIATION, INC.

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 1

The name of the Association is East Town Condominium Association, Inc.

ARTICLE 2

The period of existence shall be perpetual.

ARTICLE 3

The purposes shall be as follows:

(a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the residents within said property;

(b) To fix, levy, collect and enforce payment by any lawful means of all charges or assessments pursuant to the terms of the Declaration of Condominium Ownership; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To acquire (by gift, purchase or otherwise), 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;

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

(e) To borrow money, and with the assent of seventy-five percent (75%) of voting members, mortgage, pledge, deed in trust,

or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of voting members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of voting members;

(h) To have and to exercise any and all powers, rights and privileges a Wisconsin Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise.

ARTICLE 4

Location of the principal office is 2562 North Farwell Avenue, Milwaukee, Wisconsin 53202. Milwaukee County

ARTICLE 5

Name of the initial registered agent is Eli C. Frank.

RET TO.

ARTICLE 6

Address of the initial registered agent is Suite 1330, 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

Names and addresses of the initial Directors:

Leon Joseph 2266 N. Prospect Ave. Milwaukee, WI 53202	Bonnie S. Joseph 2266 N. Prospect Ave. Milwaukee, WI 53202	Eli C. Frank 111 E. Wisconsin Ave. Milwaukee, WI 53202

ARTICLE 10

MEMBERSHIP

Every Owner of a Unit shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner of a Unit or Developer may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a mortgage on a Unit.

ARTICLE 11

VOTING RIGHTS

All Owner shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themsleves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Developer shall be entitled to one (1) vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Developer's control shall cease three (3) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

ARTICLE 12

DISSOLUTION

The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this ASsociation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and

assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 13

These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 14

The name and address of the incorporator is Eli C. Frank, 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202

Executed in duplicate the 28th day of June, 1991.

Eli C. Frank

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

Personally came before me this 28th day of June, 1991, the above named Eli C. Frank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Harvey J. Goldstein
Notary Public, State of Wisconsin
My commission is permanent.

This document was drafted by Eli C. Frank,
of the Law Firm of Hiller & Frank, S.C.

BUDGET

The association budget is distributed annually to current owners of record and must be made available to all owners and any prospective buyers. If you do not have the current budget, please contact the managing agent listed below.

Holley Realty, Inc.
401 Pilot Ct. Suite B
Waukesha, WI 53188
(262)547-6250

CONTRACTS

(i.e. management, landscape, snow removal, etc.)

The association contracts annually with various contractors. These contracts must be made available to all owners and any prospective buyers. If, as an owner or a prospective buyer, you would like to review these, please contact the managing agent listed below.

Holley Realty, Inc.
401 Pilot Ct. Suite B
Waukesha, WI 53188
(262)547-6250

RECEIVED NOV 14 2005

09110664

DOC.# 09110664

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 10/14/2005 09:51AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 13.00

Return to: Holley Realty, Inc.
404 North Hartwell Avenue
Waukesha, WI 53186

STATUTORY RESERVE ACCOUNT STATEMENT OF EAST TOWN CONDOMINIUM ASSOCIATION, INC.

The East Town Condominium, which is located at:

See Attached Exhibit A

Pursuant to Wisconsin Statutes Section 703.163(11) hereby states that the Association maintains a statutory reserve account.

By: Mary Kay Kuhfittig
Mary Kay Kuhfittig, President

Countersigned

By: Margaret Dickson
Margaret Dickson, Secretary

ACKNOWLEDGE

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me this 4th day of October, 2005, the above named Mary Kuhfittig and Mark Dickson, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: 9-21-08

RICHARD SHNEYDER NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by:
Morton M. Grodsky, Attorney at Law