Brantwood Condominium Homes, Inc.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

THIS COPY INCORPORATES AMENDMENTS DATED NOVEMBER 8, 1983,
AMENDMENTS DATED NOVEMBER 12, 1991,
AND AMENDMENTS DATED NOVEMBER 30, 2010

BY-LAWS OF
BRANTWOOD CONDOMINIUM HOMES INC.

ARTICLE I
NAME, PURPOSE AND ADDRESS

1 Name, Purpose and Address

Pursuant to the Articles of Incorporation of Brantwood Condominium Homes, Inc., and the Declaration of Condominium of Brantwood Condominium Homes ("Declaration") recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, the following are adopted as the By-Laws of Brantwood Condominium Homes, Inc., which is a Wisconsin non-profit non-stock corporation organized under Chapter 181 of the Wisconsin Statute form to serve as an Association of unit owners who own real estate and improvements under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration (the corporation may hereinafter sometimes be referred to as "Association"). All mail to the Association should be sent to the current management company

ARTICLE II
Membership

2.1 Members.

This corporation shall have one class of members. 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 thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

2.2 One Membership Per Unit.

If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy

in which the title to the unit is held. A unit owner shall be entitled to one membership for each unit owned by him.

2.3 Transfer of Membership.

Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Prior to the transfer of a unit, the Association shall be given written notice of such contemplated transfer, including the name of new owner, identification of the unit, and the date of the contemplated transfer, and any other information about the contemplated transfer which the Association may deem pertinent. Each purchaser of a unit shall tender to the Association at the time of acquisition of such unit a membership fee in the amount of One hundred dollars ($100.00) or such other reasonable amount as may be approved by the Board of Directors of the Association from time to time in its sole discretion. Said amount shall be nonrefundable, and may be integrated and commingled with the funds of the Association in its active checking account. Said fee shall be utilized for the continued operation, maintenance and improvement of the Condominium property by the Board of Directors at its discretion.

ARTICLE III

Meeting of Members

3.1 Place of Meetings.

Meetings of the membership shall be held at such place as may be designated be the Board of Directors.

3.2 Annual Meetings.

The annual meetings of the members of the Association shall be held on any given day during the month of October of each succeeding year.

3.3 Special Meetings.

Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called upon receipt of a written request signed by members with one-third or more of all votes entitled to be cast. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

3.4 Notice of Meetings.

It shall be the duty of the Secretary to mail and or to personally deliver and or cause to be mailed or personally delivered a notice of each annual- or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at his last known place of address, at least ten but not more than ninety days prior to such meeting. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

3.5 Quorum.

The presence, either in person or by proxy of members representing a majority of all votes entitled to be cast shall constitute a quorum for the transaction of business at all meetings.

3.6 Adjourned Meetings.

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty eight hours from the time the original meeting was called.

3.7 Voting.

No member shall be eligible to vote, either in person or by proxy, or to be elected to The Board of Directors, who is shown on the books or management accounts of The Association not to be current in any payment due the Association.

3.8 Proxies.

A member may appoint any other member or any other person as his qualified proxy. In no case may any member cast more than two vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting.

3.9 Order of Business.

The order of business at all regularly scheduled meetings sha11 be as follows:

(a) Roll call and certificate of proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers, if any.

(e) Reports of committees, if any.

(f) Unfinished business.

(g) New business.

(h) Election or appointment of inspectors of election.

(i) Election of directors.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE IV

Directors

4.1 Number and Qualifications.

The affairs of The Association shall be governed by a Board of Directors composed of at least five (5) persons, of whom must all be current unit owners.

4.2 Powers and Duties.

The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and the Project and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

(a) care, upkeep and surveillance of the Project and its general and limited common areas and services in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) establishment and collection of assessments and/or carrying charges from the members and for the assessment and/or enforcement of liens therefore in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the Project and for the proper care of the general or limited common areas and to provide services for the Project in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the Project and the use of the general and limited common areas as are designated to prevent unreasonable interference with the use and occupancy of the Project and of the general and limited common areas by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

4.3 Management Agent.

The Board of Directors may employ for the Association a Management Agent at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize. The Association shall inform unit owners within 30 days of employing any new Management Agent.

4.4 Election and Term of Office.

At each annual meeting the members shall elect the Directors to serve until the next annual meeting and until their successors are duly elected and qualified or until any of said directors shall have been removed in the manner provided hereinafter. Provided, however, the terms of at least one-third (1/3) of the Directors shall always expire annually for purposes of compliance with Wisconsin Statute Section 703.10 (2) (d).

4.5 Vacancies.

Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by 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 by the members at the next annual meeting to serve out the unexpired portion of the term.

4.6 Removal of Directors.

At an annual meeting of the Association, or a special meeting duly called for such purpose after the first annual meeting of the Association, any Director may be removed with or without cause by the affirmative vote of the majority of the votes entitled to be cast and a successor may then and there be elected to fill the vacancy thus created. The term of any Director who becomes more than sixty days delinquent in payment of any assessments and/or charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 4.5, above.

4.7 Compensation.

No compensation shall be paid to Directors for their services as Directors.

4.8 Regular Meetings and Notice.

A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

4.9 Special Meetings and Notice.

Special meetings of the Board of Directors may be called by the President or by two Directors on three days prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

4.10 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 of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.11 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 acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts 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.

4.12 Fidelity Bonds.

The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premium on any such bonds shall be paid for by the Association.

4.13 Action without Meeting.

Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent to such action. Such consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

4.14 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 omitted to be taken by him/her as a Director of officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his 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.

ARTICLE V

Officers

5.1 Designation, Election and Removal.

The principal officers of the Association shall be a President, Vice-President, Secretary and a Treasurer to be elected annually by the Board of Directors. Upon the affirmative vote of a 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 the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

5.2 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 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.

5.3 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 neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so 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.

5.4 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 the duties incident to the office of secretary.

5.5 Treasurer.

Treasurer shall have the responsibility for oversight of Association funds and securities and shall be responsible for making sure the following occurs: keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the

preparation of all required financial statements. The Treasurer shall be responsible for the deposits of all monies and other valuable affects in the name of the Board of Directors or the managing agent in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin business corporation law.

ARTICLE VI

Liability and Indemnification of Officers and Directors

6.1 Liability and Indemnification of officers and Directors.

The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or Director whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors shall not be liable to the members for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or the Project (except to the extent that such officers or Directors may also be owners of units) and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association, or former officer or Director of the Association may be entitled.

6.2 Common or Interested Director.

The Director shall exercise their powers and duties in good faith and with a view to the interests of the Association and the Project. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Declarant) in which one or more of the Directors are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or

their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the Minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed. Common or interested Directors may be counted in determining the presence of a quorum or any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VII

Management

7.1 Management and Common Expenses.

The Association, acting by and through its Board of Directors, shall manage, operate and maintain the Project and, for the benefit of the units and the owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund the following:

(a) The cost of providing water, sewer, garbage and trash collection, electrical, gas and other necessary utility services for the common areas and, to the extent that the same are not separately metered or billed to each unit, for the condominium units.

(b) The cost of fire and extended liability on the Project and the cost of such other insurance as the Association may effect.

(c) The cost of the services of a person or firm to manage the Project to the extent deemed advisable by the Association together with the services of such other personnel as the Board of Directors shall consider necessary for the operation of the Project.

(d) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Project.

(e) The cost of acquiring, painting, maintaining, replacing, repairing and landscaping the common areas and such furnishings and equipment for the common areas as the Board of Directors shall determine are necessary and proper.

(f) The cost of any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common areas; provided, however, that if any of the aforementioned are provided or paid for the benefit of a particular unit or units, the cost thereof shall be specially assessed to the owner or owners thereof in the manner provided in subsection (g), below.

(g) The cost of the maintenance or repair of any unit in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common areas or to preserve the appearance or value of the Project or is otherwise in the interest of the general welfare of all owners of the units; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the owner of the unit proposed to be maintained and provided further that the cost thereof shall be assessed against the unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then owner of said unit at which time the assessment shall become due and payable and a continuing lien and obligation of said owner in all respects as provided in Article XIII, below.

(h) Any amount necessary to discharge any lien or encumbrance levied against the Project, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common areas rather than the interest of the owner of any individual unit.

7.2 Management Agent.

The Association may by contract in writing delegate any of its ministerial duties, powers or functions to the Management Agent. The Association and the Board of Directors shall not be liable for any omission or improper exercise by the Management Agent if any such duty, power or function so delegated.

7.3 Duty to Maintain.

Except for maintenance requirements herein imposed upon the Association, if any, the owner of any unit shall, at his own expense, maintain the interior of his unit and any and all

equipment, appliances or fixtures therein situate, and its other appurtenances (including, without limitation, any balcony, terrace or patio appurtenant to such unit and designated on the Declaration as a limited common area reserved for exclusive use by the owner of a particular unit), in good order, condition and repair, free and clear of ice and snow, and in a clean and sanitary condition, and shall do all redecorating, painting the like which may at any time be necessary to maintain the good appearance of his unit and such appurtenances. In addition to the foregoing, the owner of any unit shall, at his own expense, maintain, repair or replace any plumbing and electrical fixtures, water heater, fireplaces, plenums, heating and air-conditioning equipment (including air-conditioning compressors and equipment located outside the unit designated to serve only one unit), lighting fixtures, refrigerators, freezers, dishwashers, clothes washers, clothes dryers, disposals, ranges, range hoods, and/or other equipment that may be in or appurtenant to such unit. The owner of any unit shall also, at his own expense, keep any other limited common areas which may be appurtenant to such unit and reserved for his joint or exclusive use in a clean, orderly and sanitary condition. The Association shall have the responsibility of painting and replacing any patio fencing. The Association shall have the further responsibility of maintaining the floor in the atriums appurtenant to the units.

7.4. Windows and Doors.

The owner of any unit shall, at his own expense, clean and maintain both the interior and the exterior surfaces of all windows of the unit and shall, at his own expense, clean and maintain the interior glass surfaces of all glass entry doors of the unit, including the interior and exterior surfaces of any door leading to any balcony, deck, atrium, terrace or patio appurtenant to such unit and designated on the Declaration on a limited common area reserved for the exclusive use of the owner of a particular unit. The exterior surfaces of all other entry doors shall be cleaned and maintained at common expense in accordance with a schedule determined by the Board of Directors and the interior surfaces thereof shall be maintained by and at the expense of the individual unit owner.

7.5 Access at Reasonable Times.

For the purpose, solely of performing any of the repairs or maintenance required or authorized by these By-Laws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association through its duly authorized agents or employees, shall have the right after reasonable efforts to give notice to the owner or occupant, to enter any unit at any hour considered to be reasonable under the circumstances.

7.6 Limitation of Liability.

The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds, or for injury or damage to person or property caused by the elements or by the owner of any units, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the owner of any unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common areas. (No diminution or abatement of common expense assessments, as herein elsewhere provided shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas, or to any unit, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.)

ARTICLE VIII

Assessments and Carrying Charges

8.1 Annual Assessments.

Each member shall pay to the Association a monthly sum ("assessments") equal to one-twelfth of the member's proportionate share of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but 1n no way limited to the following:

(a) The cost of all operating expenses of the Project and services furnished, including charges by the Association for facilities and services furnished by it; and

(b) The cost of necessary management and administration, including fees paid to any Management Agent; and

(c) The amount of all taxes and assessment levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(d) The cost of fire and extended liability on the Project and the cost of such other insurance as the Association may effect; and

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the extent furnished by the Association; and

(f) The cost of funding all reserves established by the Association including, when appropriate, a general operating reserve and/or a reserve for replacement; and

(g) The estimated cost of repairs, maintenance and replacements of the Project to be made by the Association.

The Board of Directors shall determine the amount of the assessment annually, but may do so at more frequent intervals should circumstances so require. The Board of Directors shall make reasonable efforts to fix the amount of the assessment against each unit for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the membership and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the members. The omission of the Board of Directors, before the expiration of any assessment period, to fix the assessments hereunder for that or the next period, shall not be deemed a waiver or modification in any respect of the provisions of this Article, or a release of any member from the obligation to pay the assessment, or any installment thereof, for that or any subsequent assessment period, but the assessment fixed for the preceding period shall continue until a new assessment is fixed. No member may exempt himself from liability for assessments or carrying charges by a waiver of the use or enjoyment of any of the common areas or by abandonment of any unit.

8.2 Special Assessments.

In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Project, including the necessary fixtures and personal property related thereto, or for such other purpose as the Board of Directors may consider appropriate, provided that any such assessment shall have the assent of the members representing two thirds of the votes entitled to be cast. A meeting of the members shall be duly called for this purpose, written notice of which shall be sent to all members at least five days but not more than 45 days in advance of such meeting, which notice shall set forth the purpose of the meeting.

8.3 Reserve for Replacement.

The Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense.

Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the common areas and equipment of the Project and for operating contingencies of a non-recurring nature. The proportionate interest of any owner in any reserve for replacements shall be considered an appurtenance of his unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the unit to which it appertains and shall be deemed to be transferred with such unit.

8.4 Non-Payment of Assessment.

Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the unit or units belonging to the member against whom such assessment is levied and shall bind such unit or units in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the member to pay such assessment shall, however, remain his personal obligation and a suit to recover a money judgment for non-payment of any assessment levied pursuant to these By-Laws, or any installment thereof, may be maintained without foreclosure or waiving the aforesaid lien. Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid within ten days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed twelve percent per annum. The Association may bring an action at law against the member personally obligated to pay the same, or foreclose the lien against the unit or units then belonging to said member, in either of which events interest, costs and reasonable attorneys' fees of the sum claimed shall be added to the amount of each assessment.

8.5 Acceleration of Installments.

Upon default in the payment of anyone or more monthly installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

8.6 Subordination and Mortgage Protection.

Notwithstanding any other provisions hereof to the contrary, the lien of any assessment levied pursuant to these By-Laws upon any unit in the Project shall be subordinate to, and shall in

no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage upon such interest made in good faith and for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE IX

Use Restrictions

9.1. Residential Use.

All units shall be used for private residential purposes exclusively except for such temporary nonresidential uses as may be permitted by the Board of Directors from time to time. No business and/or the advertisement thereof shall be conducted from the Condominium property and/or any unit.

9.2 Leasing.

No unit within the Project shall be rented for transient or hotel purposes. No unit within the Project shall be leased without the written approval of the Board of Directors. No portion of any unit (other than the entire unit) shall be leased for any period. Any lease shall contain a provision to the effect that the rights of the tenant to use and occupy the unit shall be subject and subordinate in all respects to the provisions of the Declaration and these By-Laws and to such rules and regulations relating to the use of the common areas. All lease documents must be submitted to and approved by the board. A deposit of 10 months of Association fees is required no less than [15] days before the date of lessee's occupancy.

9.3 Prohibited Uses and Nuisances.

(a) No noxious or offensive activity shall be carried on within the Project or within any unit situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or the other owners.

(b) There shall be no obstruction of any common area. Nothing shall be stored upon any common area (excepting those areas designated for storage or personal property by the owners of the units) without the approval of the Board of Directors. Vehicular parking upon common areas may be regulated by the Board of Directors. Any over-night guest parking in

areas designated visitor and/or guest parking requires the prior written permission of the Board of Directors. No guests shall be permitted to park for a longer period than two (2) weeks in an area designated visitor and/or guest parking. (Visitors and/or guests parking in any space shall indicate on their automobile that they are visitors as such and to which unit.) Parking spaces upon the common areas may be assigned by the Board of Directors for use by the owner of particular units. Any and all parking must be within the lines assigned, both outdoors and indoors.

(c) Nothing shall be done or maintained in any unit or upon any common areas which will increase the rate of insurance on any unit or common areas, or result in the cancellation thereof, without the prior written approval of the Board of Directors. Nothing shall be done or maintained in any unit or upon common areas which would be in violation of any law. No waste shall be committed upon any common areas.

(d) No structural alteration, construction, addition or removal of any unit or common areas shall be commenced or conducted except in accordance with the provisions of these By-Laws.

(e) After November 16, 1991, no animals, reptiles or birds, including dogs or cats of any kind, shall be raised, bred, kept or maintained in any unit or in the common elements of the condominium.

(f) No signs of any character shall be erected, posted or displayed upon, in from or about any unit or common areas without the prior consent in writing of the Board of Directors and under such conditions as they may establish.

(g) No vehicle on which current registration plates are not displayed, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon any of the common areas, nor shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out on any of the common areas without the prior written consent of the Board of Directors.

(h) No part of the common areas shall be used for commercial activities of any character.

(i) No burning of anything (except regular candles), and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted within any unit, upon any common areas, or on the grounds anywhere. Trash and garbage containers shall not be permitted to remain in public view.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any common areas at any time unless by the consent of the board.

(k) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any unit or upon any common areas without the prior written consent of the Board of Directors.

(l) There shall be no violation of any rules for the use of the units or common areas which may from time to time be adopted by the Board of Directors and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

ARTICLE X

Architectural Control

10.1 Architectural Control Committee.

Except for the original construction of the Project by the Declarant, and except for purposes of proper maintenance and repair or as otherwise provided in these By-Laws, no person shall install, erect, attach, apply, paste, hinge, screw, nail, alter, remove or construct any lighting, shades, screens, awnings, patio covers, decorations, fences, aerials, antennas, radio or television broadcasting or receiving devices, slabs, sidewalks, curbs, gutters, patios, porches, driveways, walls or make any change or otherwise alter (including any alteration in color) in any manner whatsoever to the exterior of any unit or upon any of the common areas within the Project until the complete plans and specifications, showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, without limitation, any other information specified by the Board of Directors) shall have been submitted to and approved in-writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors or by an architectural control committee designated by it. Approval in writing by the board is required before any aforementioned changes begin.

ARTICLE XI

Insurance

11.1 Insurance.

The Board of Directors of the Association shall obtain and maintained public liability insurance and casualty insurance coverage for the Project in the amount of the replacement value thereof or the full insurable value in the event that the value is less than the replacement

value. Insurance coverage shall be adjusted as the replacement value or full insurable value of the property varies. The insurance coverage shall be written on the Project in the name of the Board of Directors as Trustee for each of the unit owners in the percentage established in Paragraph 8 of the Declaration. Premiums shall be common expenses. In the event of damage or destruction of Project or any portion thereof, if repair or reconstruction is required in accordance with the provisions of this paragraph, the proceeds of insurance shall be applied to the cost of such repair or reconstruction. If there is to be no repair or reconstruction because of a unanimous vote as provided in Article XII, below, the proceeds of the insurance shall be paid to the unit owners and any person holding a lien against such unit owners, as their interests may appear. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the state of Wisconsin and holding a rating at the highest level in a [current mainstream insurance guide].

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified without at least 30 thirty days prior written notice to any and all insured's named thereon, including any and all mortgagees of the units.

(e) All policies of casualty insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Board of Directors.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the owner of any unit and/or their respective agents, employees or invites, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(g) The owner of any unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner' s endorsement" for improvements and betterments to the unit made or acquired at the expense of the owner) at his own expense. Each owner of a unit may obtain a "Tenant's Homeowners Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the unit made or acquired at the expense of the owner.

ARTICLE XII

Casualty Damage - Reconstruction or Repair

12.1 Casualty Damage.

In the event of damage or destruction of all or part of the Project, the damage shall be repaired or the property destroyed shall be rebuilt, unless all unit owners shall vote to the contrary. Such vote shall be taken by the Association at a meeting called for that purpose within ninety days of the date of the damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable, unless the Association authorizes a variance, provided, however, that regardless of any authorized variance the number of square feet of any unit may not vary by more than 5% from the number of square feet of such unit as originally constructed, the number of units shall remain the same, and the location of the buildings shall be substantially the same. The Association may levy assessments if insurance proceeds are insufficient to pay the estimated or actual costs of reconstruction or repair.

ARTICLE XIII

General

13.1 Fiscal Year.

The fiscal year shall begin on the first day of January and end on the last day of December of each year.

13.2 Seal.

The Association shall not be required to maintain a corporate seal.

13.3 Record of Ownership.

Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto and

shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association. In addition, the following information is required to be provided to the Board and/or the current management company: full name; emergency contact numbers, including home, work, and cell; current mailing address; email address; license plate of all vehicles to be kept on the premises; mortgage company contact person & phone number; proof of condo insurance. All information provided to the Association will be used for notifications from the association only, and will not be sold or shared outside of the association and management company personnel.

13.4 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 the release of such mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

13.5 Subordination.

These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit 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 meaning as in the Declaration or said Unit Ownership Act.

13.6 Interpretation.

In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws 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 or all of the unit owners.

13.7 Amendment.

These By-Laws may be amended by the Association in a duly constituted meeting for such purpose or by the circulation to the unit owners of a petition setting forth the details of the proposed amendment with space included therein for the signature of the respective unit owner or owners so as to indicate the acceptance or rejection of the proposed amendment; but no amendment, as referred to above and in either proceeding, shall take effect unless approved by unit owners of at least sixty-seven percent (67%) of the total units.