TABLE OF CONTENTS

BYLAWS

ARTICLE I — NAME AND ADDRESS — Page 1

SECTION ONE. Name.
SECTION TWO. Address.

ARTICLE II — DEFINITIONS — Page 1

SECTION ONE. Definitions.

(a) Common Elements
(b) Common Expenses and Common Surpluses
(c) Condominium
(d) Condominium Ownership Act
(e) Condominium Plat
(f) Declarant
(g) Declaration
(h) Limited Common Elements
(i) Mortgagee
(j) Person
(k) Property
(l) Unit
(m) Unit Owner
(n) The Wisconsin Nonstock Corporation Law

ARTICLE III — MEMBERSHIP — Page 2

SECTION ONE. Membership.
SECTION TWO. Commencement and Termination.
SECTION THREE. Withdrawal or Expulsion.
SECTION FOUR. Membership Certificates.

ARTICLE IV — PURPOSE — Page 2

SECTION ONE. Purpose.

ARTICLE V — VOTING BY MEMBERS — Page 3

SECTION ONE. Number of Votes.
SECTION TWO. Proxies.
SECTION THREE. Multiple Owners.
SECTION FOUR. Limitations on Voting Rights.
SECTION FIVE. Quorum.
SECTION SIX. Vote Required to Transact Business.

ARTICLE VI — MEETINGS OF MEMBERS — Page 3

SECTION ONE. Place.
SECTION TWO. Annual Meeting.
SECTION THREE. Special Meetings.
SECTION FOUR. Notice of Meetings.
SECTION FIVE. Adjourned Meetings.
SECTION SIX. Duties of Officers at Meetings.
SECTION SEVEN. Order of Business.
SECTION EIGHT. Action Without a Meeting.

ARTICLE VII BOARD OF DIRECTORS Page 5

SECTION ONE. Number and Membership in Association.
SECTION TWO. Term of Office.
SECTION THREE. Election of Directors.
SECTION FOUR. Vacancy and Replacement.
SECTION FIVE. Removal.
SECTION SIX. Compensation.

ARTICLE VIII MEETINGS OF THE BOARD OF DIRECTORS Page 6

SECTION ONE. Regular Meetings.
SECTION TWO. Special Meetings.
SECTION THREE. Notice of Special Meetings.
SECTION FOUR. Quorum.
SECTION FIVE. Order of Business.
SECTION SIX. Action Without a Meeting.

ARTICLE IX POWERS AND DUTIES OF BOARD OF DIRECTORS Page 7

SECTION ONE. Power and Duties.
SECTION TWO. Limitations on Power.
SECTION THREE. Manger.

ARTICLE X OFFICERS AND THEIR DUTIES Page 8

SECTION ONE. Officers.
SECTION TWO. Election of Officers.
SECTION THREE. Term.
SECTION FOUR. Special Appointments.
SECTION FIVE. Resignation and Removal.
SECTION SIX. Vacancies.
SECTION SEVEN. Duties.

(a) President.
(b) Vice President.
(c) Secretary.
(d) Treasurer.

SECTION EIGHT. Compensation.
SECTION NINE. Fidelity Bonds.

ARTICLE XI BOOKS AND RECORDS Page 10

SECTION ONE. Inspection.
SECTION TWO. Current Roster.
SECTION THREE. Audits.

ARITCLE XII BUDGET, ASSESSMENTS AND ANNUAL REPORT Page 10

SECTION ONE. Fiscal Year.
SECTION TWO. Budget and Levying of General Assessments.
SECTION THREE: Payment of General Assessments.
SECTION FOUR. Special Assessments.
SECTION FIVE. Effect of Nonpayment of Assessments: Remedies of the Association.
SECTION SIX. Annual Report.

ARTICLE XIII RULES AND REGULATIONS ON USE OF CONDOMINIUM Page 11

SECTION ONE. Use as Residence.
SECTION TWO. Use of Common Elements.
SECTION THREE. Maintenance of Units.
SECTION FOUR. Access for Maintenance of Common Elements.
SECTION FIVE. Obedience to Laws and Rules.
SECTION SIX. Nuisances.
SECTION SEVEN. Clotheslines and Hanging Articles.
SECTION EIGHT. Moving.
SECTION NINE. Noise.
SECTION TEN. Parking.
SECTION ELEVEN. Leases.
SECTION TWELVE. Signs.
SECTION THIRTEEN. Pets.
SECTION FOURTEEN. Architectural Control.
SECTION FIFTEEN. Security.
SECTION SIXTEEN. Bicycles.
SECTION SEVENTEEN. Additional Rules and Regulations.

ARTICLE XIV GENERAL PROVISIONS Page 14

SECTION ONE. Seal.
SECTION TWO. Report of Unpaid Assessment.
SECTION THREE. Default.
SECTION FOUR. Interpretation.

ARTICLE XV AMENDMENT Page 14

SECTION ONE. Amendment.

BYLAWS OF

FOREST COURT, PHASE I CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

SECTION ONE. NAME. The name of this corporation shall be Forest Court Phase I Condominium Association, Inc. (hereinafter "Association").

SECTION TWO. Address. The principal office of the Association shall be located at c/o Peter C. Haensel, 740 North Plankinton Avenue, Milwaukee, Wisconsin. This address shall also be the mailing address of the Association.

ARTICLE II

DEFINITIONS

SECTION ONE. Definitions. The following definitions shall apply to these Bylaws:

(a) Common Elements mean all of the Condominium except its Units.

(b) Common Expenses and Common Surpluses mean the expenses and surpluses of the Association.

(c) Condominium means Property made subject to the Declaration.

(d) Condominium Ownership Act refers to Chapter 703 of the Wisconsin Statutes (1977) as amended from time to time.

(e) Condominium Plat means the survey maps and floor plans of the Condominium as originally recorded and as amended from time to time.

(f) Declarant refers to Bruemmer Development Corporation, a Wisconsin corporation organized and existing under the laws of the State of Wisconsin and having its principal place of business in Milwaukee, Wisconsin.

(g) Declaration means the Declaration of Condominium for Forest Court, Phase I Condominiums as may be amended from time to time.

(h) Limited Common Elements mean those Common Elements identified in the Declaration or in the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners.

(i) Mortgagee means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

(j) Person means an individual, corporation, partnership, association, trustee or other legal entity.

(k) Property means unimproved land, land together with improvements on it or improvements without the underlying land.

(l) Unit means that part of the Condominium intended for independent residential use as described in the Declaration.

(m) Unit Owner means a person, combination of persons, partnership or corporation who holds legal title to a Unit or has equitable ownership as land contract vendee.

(n) The Wisconsin Nonstock Corporation Law refers to Chapter 181, Wisconsin Statutes (1977) as amended from time to time.

ARTICLE III

MEMBERSHIP

SECTION ONE. Membership. The membership of this Association shall at all times consist exclusively of all of the Unit Owners of the Condominium.

SECTION TWO. Commencement and Termination. Membership shall immediately commence upon acquisition of any ownership interest in an Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. Upon the death of a Unit Owner, if his or her ownership interest shall pass to his or her personal representative or to a trustee, such personal representative or trustee shall be a member of the Association.

SECTION THREE. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from or be expelled from membership in the Association.

SECTION FOUR. Membership Certificates. Membership certificates shall not be issued.

ARTICLE IV

PURPOSE

SECTION ONE. Purpose. The Association shall be administered as a nonstock, nonprofit corporation organized under The Wisconsin Nonstock Corporation Law to serve as the "Association of Unit Owners" for the Condominium according to the provisions of the Condominium Ownership Act, the Declaration and these Bylaws. No part of the net income of the Association shall inure to the benefit of any Unit Owner other than through the acquisition, construction, management, maintenance and care of the Common Elements and other than by a rebate of excess assessments.

ARTICLE V

VOTING BY MEMBERS

SECTION ONE. Number of Votes. One and only one vote in the affairs of the Association shall appertain to each Unit of the Condominium.

SECTION TWO. Proxies. At all meetings of the Unit Owners, each vote may be cast by a Unit Owner in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and in any event shall cease upon conveyance of the Unit to which it appertains.

SECTION THREE. Multiple Owners. If there are multiple owners of any Unit, it shall be necessary for those owners present at any meeting or voting by proxy to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. If less than all of multiple owners of a Unit are present or votes by proxy at a meeting of the members of the Association, such owners shall be entitled to cast the votes allocated to that Unit and unanimous agreement among the multiple owners shall be conclusively presumed unless any of the other multiple owners files a statement with the Secretary of the Association stating that the vote is not unanimous among the multiple owners.

SECTION FOUR. Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until his or her name and current mailing address and the name and mailing address of the Mortgagee of his or her Unit, if any, has been furnished to the Secretary of the Association. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of Condominium lien on his or her Unit and the amount necessary to release the lien has not been paid at the time of the voting.

SECTION FIVE. Quorum. Fifty-one percent of the total votes of the Association shall be requisite to and shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

SECTION SIX. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast shall decide any question brought before the meeting unless the questions requires a different vote by express provision in the Declaration, the Articles of Incorporation, the Condominium Ownership Act, The Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

ARTICLE VI

MEETINGS OF MEMBERS

SECTION ONE. Place. All meetings of the Unit Owners shall be held at a place in Milwaukee County, Wisconsin, which shall be stated in the notice of the meeting.

SECTION TWO. Annual Meeting. The first annual meeting of the Unit Owners shall be held on the last Thursday of the first January after which the Declarant ceases to control the Association as provided in Section Seven of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the last Thursday of January of each succeeding year.

SECTION THREE. Special Meetings. Special meetings of the Unit Owners may be called at any time by the President of the Association and shall be called by the President or Secretary at the written request of Unit Owners holding 25 percent or more of the votes. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

SECTION FOUR. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least five days prior written notice delivered or mailed by the Secretary to each Unit Owner at the address shown on the Association's current roster. 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. Notice of any meeting may be dispensed with if all Unit Owners sign a waiver of notice of such meeting.

SECTION FIVE. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted which might have been transacted at the meeting originally called.

SECTION SIX. Duties of Officers at Meetings. The President shall preside at all meetings of the Unit Owners, and in his or her absence, the Vice President shall preside. The Secretary shall take the minutes of the meeting and shall keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the Secretary.

SECTION SEVEN. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order.
(b) Calling the roll of Unit Owners and certifying the proxies.
(c) Proof of notice of meeting or waiver of notice.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of officers.
(f) Reports of committees (if appropriate).
(g) Election of directors (if appropriate).
(h) Unfinished business.
(i) New business.
(j) Adjournment.

SECTION EIGHT. Action Without a Meeting. Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Condominium Ownership Act, The Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation or these Bylaws, the meeting may be dispensed with if all Unit Owners who would have been entitled to vote upon the action of such meeting if such meeting were held, consent in writing to such action being taken.

ARTICLE VII

BOARD OF DIRECTORS

SECTION ONE. Number and Membership in Association. The affairs of the Association shall be managed initially by a Board of Directors composed of three directors, who need not be members of the Association. At such time as the Declarant has conveyed 25 percent of the Common Elements interest of the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to four. At such time as the Declarant has conveyed 50 percent of the Common Elements interest on the Condominium to purchasers, the number of directors on the Board of Directors shall be increased to six. At such time as the Declarant has ceased control of the Association as provided in Section Seven of the Declaration, not more than one of the directors on the Board of Directors may be a nonmember of the Association.

SECTION TWO. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed 25 percent of the Common Elements interest of the Condominium to purchasers. Prior to the conveyance of 25 percent of the Common Elements interest of the Condominium to purchasers, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining three directors. Such Board of Directors shall serve until the Declarant has conveyed 50 percent of the Common Elements interest of the Condominium to purchasers. Prior to the conveyance of 50 percent of the Common Elements interest of the Condominium to purchasers, a meeting of the Unit Owners shall be called, and the Unit Owners other than the Declarant shall elect two directors to serve on the Board of Directors. The Declarant shall elect the remaining four directors. No later than 45 days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all six directors on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section Two of Article VI of these Bylaws. Thereafter, each director shall be elected to serve for a term of one year or until his or her successor shall be elected and shall qualify.

SECTION THREE. Election of Directors. Nominations for election to the Board of Directors shall be made from the floor by the Unit Owners at the annual meeting. Election to the Board of Directors shall be by secret written ballot. At such election, each Unit Owner, or his or her proxy, shall be entitled to cast one vote for each director on the Board of Directors. The persons receiving the largest number of votes shall be elected.

SECTION FOUR. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification or removal from office, the remaining directors shall choose a successor at a special meeting called for that purpose. Such successor shall hold office during the remaining portion of the terms of the vacated office.

SECTION FIVE. Removal. Prior to the expiration of the period of Declarant control, only the Declarant shall have the right to remove a director from the Board of Directors. After the expiration of the period of Declarant control, any director may be removed from the Board of Directors, with or without cause, by the Unit Owners at a special meeting called for that purpose.

SECTION SIX. Compensation. No director shall receive compensation for his or her services as director of the Association, except that such director shall be reimbursed for his or her out-of-pocket expenses incurred in the performance of his or her duties.

ARTICLE VIII

MEETINGS OF THE BOARD OF DIRECTORS

SECTION ONE. Regular Meetings. Until the expiration of the period of Declarant control, the regular meeting of the Board of Directors shall be held annually on the last Thursday of January at the time and place designated in the notice of such meeting. After the expiration of the period of Declarant control, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the members of the Association at the same place as the member's meeting or at such place as the Board of Directors may vote to adjourn the meeting.

SECTION TWO. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President and shall be called by the President or Secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

SECTION THREE. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three days prior written notice delivered or mailed by the Secretary to each member of the board of Directors. Such notice shall specify the place, day and hour of the meeting of the Board of Directors, and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

SECTION FOUR. Quorum. A majority of the Board shall constitute a quorum for the transacion of business. Except as otherwise expressly provided in the Condominium Ownership Act, The Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation or these Bylaws, every act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum shall be present. At such adjourned meetings at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting originally called.

SECTION FIVE. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order.
(b) Calling the roll of directors.
(c) Proof of notice of meeting.
(d) Reading and disposal of any unapproved minutes.
(e) Reports of officers.
(f) Reports of committees (if appropriate).
(g) Election of officers (if appropriate).
(h) Unfinished business.
(i) New business.
(j) Adjournment.

SECTION SIX. Action Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they are required or permitted to take at a meeting by obtaining the written approval of all of the directors, and any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE IX

POWERS AND DUTIES OF BOARD OF DIRECTORS

SECTION ONE. Powers and Duties. All of the powers and duties of the Association under the Declaration, the Articles of Incorporation, these Bylaws, the Condominium Ownership Act and The Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of the Unit Owners. Such powers and duties include, but are not limited to, the power or duty to:

(a) Adopt budgets for revenues, expenditures and reserves.
(b) Levy and collect general and special assessments against Unit Owners, and disburse any funds in connection with the exercise of its powers and the performance of its duties.
(c) Manage, maintain, repair, replace, improve and operate the Common Elements.
(d) Hire and supervise any manager, managing agent, agent, employee, attorney, accountant, architect, surveyor, building contractor, or any other independent contractor whose services the Board of Directors determine are necessary or appropriate.
(e) Sue on behalf of all Unit Owners.
(f) Make contract and incur liabilities.
(g) Purchase, take, receive, rent or otherwise acquire any hold or interest in real or personal property, including any Unit of the Condominium.
(h) Sell, convey, mortgage, encumber, lease, exchange, transfer or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium.
(i) Receive any income derived from payments, fees or charges for the use, rental or operation of the Common Elements.
(j) Adopt and amend rules and regulations governing the operation, maintenance and use of any portion of the Condominium and the personal conduct of any Person upon or with regard to Condominium Property, including the imposition of charges

for the use of Common Elements and penalties for the infraction of rules and regulations of the Association.

(k) Insure the Condominium Property against loss by fire and other casualty and the Association and Unit owners against public liability as provided in the Declaration and to purchase such other insurance as the Board of Directors may deem advisable.

(l) Keep all of the books and records and prepare reports of all transactions of the Association.

(m) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate.

SECTION TWO. Limitations on Power. No single improvement, repair, purchase, or other expenditure which will cost the Association in excess of $5,000 shall be made by the Board of Directors, and no single indebtedness in excess of $5,000 shall be incurred by the Board of Directors, unless the same shall have been approved by a majority of votes of the Unit Owners voting at any special meeting called for that purpose. Any such improvement, repair, purchase, or other expenditure or any such indebtedness which shall be approved by a majority of the votes of the Unit Owners shall constitute a Common Expense, and all Unit Owners shall be assessed to defray such Common Expense in proportion to his or her percentage interest in the Common Elements. Any improvements, repairs, purchases or other expenditures costing $5,000 or less may be undertaken, and any single indebtedness of $5,000 or less may be incurred, by the Board of Directors without the prior approval of the Unit Owners, and the cost thereof shall constitute a Common Expense. This Section shall not apply to any improvements, repairs, purchases or other expenditures which are paid for under any policy of insurance held by the Association.

SECTION THREE. Manager. The Board of Directors may hire a manager or managing agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties contained in this Article.

ARTICLE X

OFFICERS AND THEIR DUTIES

SECTION ONE. Officers. The principal officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by and from the Board of Directors. Any two offices, except a combination of the offices of President and Secretary or President and Vice President, may be held by the same person.

SECTION TWO. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

SECTION THREE. Term. The officers of the Association shall each hold office for one year unless he or she shall sooner resign or be removed or otherwise be disqualified to serve.

SECTION FOUR. 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 FIVE. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may at any time resign by giving written notice to the President or 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 SIX. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

SECTION SEVEN. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members of the Association and 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, contracts, checks, promissory notes and other written instruments on behalf of the Association; shall have general management authority over the business of the Association; and shall supervise and direct all other officers of the Association.

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

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; shall serve notices of meetings of the Board of Directors and meetings of the Unit Owners; shall keep all books and records of the Association other than books of account, including the current roster of the names and mailing addresses of all Unit Owners and their Mortgagees; and shall perform such other duties incident to the office of Secretary as may be required by the Board of Directors.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the President or by the Board of Directors; shall keep complete and

accurate books of account; and shall prepare the projected annual operating budget and the annual report of the business transacted by the Association each year for presentation to the Board of Directors.

SECTION EIGHT. Compensation. No officer shall receive compensation for his or her services as officer of the Association, except that such officer shall be reimbursed for his or her out-of-pocket expenses incurred in the performance of his or her duties.

SECTION NINE. Fidelity Bonds. The Board of Directors may require that any officers, agents or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE XI

BOOKS AND RECORDS

SECTION ONE. Inspection. The books, records, minutes, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner or Mortgagee. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Unit Owner, Mortgagee or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

SECTION TWO. Current Roster. Each Unit owner shall promptly notify the Secretary of his or her acquisition of an ownership interest in any Unit together with his or her current mailing address, shall promptly notify the Secretary of any change in his or her name or address, and shall notify the Secretary of the transfer of his or her ownership interest. Any Unit Owner who mortgages his or her Unit or any interest therein shall notify the Secretary of the name and mailing address of his or her Mortgagee and shall also notify the Secretary when such mortgage has been released. The Secretary shall maintain all such information in the current roster of the Association.

SECTION THREE. Audits. The accounts and records of the Association shall be audited at least once every other year by qualified auditors. The cost of such audits shall be a Common Expense.

ARTICLE XII

BUDGET, ASSESSMENTS AND ANNUAL REPORT

SECTION ONE. Fiscal Year. the fiscal year of the Association shall begin on the first day of January and end on the last day of December.

SECTION TWO. Budget and Levying of General Assessments. In December of each year, the Board of Directors shall adopt a projected operating budget for the Association for the coming year. Based on the projected annual operating budget,

the Board of Directors shall levy general assessments against the Unit Owners in proportion to their percentage interests in the Common Elements. On or before the last day of December of each year, the Secretary shall mail or deliver a copy of the projected annual operating budget and a statement of assessment for the coming year to each Unit Owner.

SECTION THREE. Payment of General Assessments. General assessments shall be payable to the Association in twelve equal installments which shall be due monthly in advance on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association.

SECTION FOUR. Special Assessments. Special assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the reasons enumerated in the Declaration. Special assessments for garage or other parking reservation shall be made annually in December and shall be payable in 12 equal installments which shall be due monthly in advance on the first day of each month. Special assessments for heating expenses shall be levied monthly by the Board of Directors and shall be payable within 30 days of the date of assessment. All other special assessments shall be due and payable upon the date designated by the Board of Directors.

SECTION FIVE. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the then prevailing highest rate of interest permitted by law. The Association may bring an action for money damages against the Unit Owner personally obligated to pay any delinquent assessment or may foreclose any lien filed by the Association against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION SIX. Annual Report. The Board of Directors shall each January prepare a full and clear annual report of all business transacted by the Association during the previous calendar year, including a report of the Common Expenses, Common Surpluses and assessments collected from each Unit Owner during the year. During the period of Declarant Control, copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner on or before the last day of January of each year. After the expiration of the period of Declarant control, copies of the annual report shall be mailed or delivered to each Unit Owner at any time prior to the annual meeting.

ARTICLE XIII

RULES AND REGULATIONS ON USE OF CONDOMINIUM

SECTION ONE. Use as Residence. Each of the Units shall only be used as a residence.

SECTION TWO. Use of Common Elements. The Common Elements shall be used only for the purpose for which they are intended. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

SECTION THREE. Maintenance of Units. Each Unit Owner shall perform or cause to be performed all maintenance and repair work within and to his or her Unit which, if omitted, may affect other Condominium Property, and such Unit Owner shall be personally liable to the Association for any damages caused by his or her failure to do so. All such maintenance and repairs shall be at the Unit Owner's expense.

SECTION FOUR. Access for Maintenance of Common Elements. Each Unit Owner or occupant of a Unit shall grant the manager, or any other Person authorized by the Board of Directors, the right of entry to his or her Unit upon reasonable notice at reasonable hours for maintenance and repairs related to the Common Elements, whether such Unit Owner is present at the time of entry or not. In case of an emergency, such right of entry shall be immediate.

SECTION FIVE. Obedience to Laws and Rules. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Milwaukee or adopted by the Association.

SECTION SIX. Nuisances. No Unit Owner or occupant shall use or permit his or her Unit or the Common Elements to be used in any manner which would be disturbing or a nuisance to other Unit Owners or in such way as to be injurious to the reputation of the Condominium. No Unit Owner or occupant shall permit any use of a Unit or make any use of the Common Elements that may increase the cost of insurance upon Condominium Property.

SECTION SEVEN. Clotheslines and Hanging Articles. No outdoor clothes lines shall be erected and nothing shall be hung or exposed on any part of the Common Elements that will detract from the neat and orderly appearance of the Common Elements.

SECTION EIGHT. Moving. Unit Owners or occupants shall meet with the manager, or other person designated by the Board of Directors, to schedule a date and time for moving furniture or household effects into or out of any building. Any item too large for easy carriage shall be moved only by professional movers. Furniture or other household effects shall only be moved in and out of buildings between the hours of 8 a.m. and 9 p.m.

SECTION NINE. Noise. Residents shall exercise extreme care in making noises or using TV sets, radios, stereos, pianos, organs, etc. that may disturb other residents.

SECTION TEN. Parking. Unit Owners and occupants are prohibited from parking or storing boats, campers or trailers and other recreational vehicles in parking areas for any period of time without the permission of the Board of Directors. No repair work of any sort shall be undertaken by any Unit Owner or occupant upon any type of motor vehicles, boats, campers, or trailers, on any of the outside parking areas except in the case emergency.

SECTION ELEVEN. Leases. Rental of Unit shall be prohibited except upon the express consent of the Board of Directors for cause shown. In the event rental is allowed prior to entering into any lease of any Unit, each Unit Owner shall comply with these Bylaws. Each Unit Owner shall furnish any prospective tenant of his or her Unit with copies of the Declaration and these Bylaws. Any lease entered into between a Unit Owner and tenant shall contain:

(a) a clause requiring the tenant to abide by the Declaration, these Bylaws and the Condominium Ownership Act; and
(b) a clause giving the Association the power to terminate the lease upon 30 days prior written notice and to remove the tenant for any violation by the tenant of the Declaration, these Bylaws or the Condominium Ownership Act.

SECTION TWELVE. Signs. No Unit Owner or occupant shall erect any signs for any purpose whatsoever upon any Condominium Property. No flags or other types of devices to promote open houses or inspections for the sale of Units shall be permitted to be erected upon any Common Elements. These restrictions concerning the erection of signs and other types of advertising material shall not be applicable to the Declarant or to its real estate agents employed for the purpose of selling newly constructed Units.

SECTION THIRTEEN. Pets. Livestock, poultry, rabbits or other animals shall not be allowed or kept in any part of the Condominium, except that dogs, cats, and other household pets not exceeding two in number and 10 pounds in weight, may be kept by the Unit Owners in their respective Units. All pets shall be carried or kept on a leash at all times when not in the Units. No pets shall be permitted to cause a nuisance or an unreasonable disturbance. Any pet causing such nuisance or disturbance to any other Unit Owner shall be permanently removed from the Unit at the order of the Board of Directors. All Unit Owners and occupants shall clean up the excrement of their pets from the Common Elements.

SECTION FOURTEEN. Architectural Control. No Unit Owner or occupant shall make any structural addition, alteration or improvement in or to his or her Unit nor affix anything to the exterior of his or her Unit nor construct anything in the Limited Common Elements appurtenant to his or her Unit without the prior written approval of the Board of Directors. No Unit Owner or occupant shall install any wiring, television antenna, machines, air-conditioning units, or other equipment whatsoever on or to the balconies or through the walls, windows, or roof.

SECTION FIFTEEN. Security. Each Unit Owner and occupant is responsible for closing all doors which should be locked. Solicitors shall not be permitted entry into any building. Entry keys shall not be given to any tradesmen, employees, real estate brokers or other persons seeking occasional entry. Any person who violates this rule shall be charged for the costs of installing new locks for the entry doors and making new keys for all occupants of the building.

SECTION SIXTEEN. Bicycles. Bicycles shall be parked or stored only in the areas designated by the Board of Directors.

SECTION SEVENTEEN. Additional Rules and Regulations. The Board of Directors may amend or repeal the rules and regulations contained in this Article and may adopt additional rules and regulations concerning the use, maintenance, and operation of the Condominium. Rules and regulations may also be adopted, amended or repealed by the Unit Owners having 67 percent or more of the votes of the Association. Rules and regulations which are amended, adopted or repealed by the Unit Owners may not thereafter be amended, repealed or readopted by the Board of Directors.

ARTICLE XIV

GENERAL PROVISIONS

SECTION ONE. Seal. The Association shall have no corporate seal.

SECTION TWO. Report of Unpaid Assessment. At the request of any Mortgagee or any prospective purchaser of any Unit or interest therein, the Secretary shall report to such Person the amount of any assessments against such Unit then due and unpaid. The Association may charge a reasonable fee for rendering such statement.

SECTION THREE. Default. It shall be the responsibility of each Unit Owner to see to it that the members of his or her household, and his or her tenants, employees, agents, and guests abide by the provisions of the Declaration, these Bylaws, and the Condominium Ownership Act. In the event of a violation of any provisions of the Declaration, the Bylaws or the Condomimium Ownership Act, which violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action, to correct the violation. In the event that the Association takes legal action against any Unit Owner or occupant of a Unit which results in a judgment in favor of the Association, the defendant in such action shall pay the Association's costs and actual attorneys' fees.

SECTION FOUR. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles of Incorporation, the Condominium Ownership Act and The Wisconsin Nonstock Corporation Law, which shall control in the case of any conflict. In the event that any provision of these Bylaws shall be half invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

ARTICLE XV

AMENDMENT

SECTION ONE. Amendment. Except as otherwise provided in Section Seventeen of Article XIII, these Bylaws may be amended only with the assent of 67 percent or more of the

votes of the Unit Owners present or represented by proxy at any annual meeting or special meeting called for that purpose; provided, however, that as long as the Declarant controls the Association, no amendment shall be effective without the written consent of the Declarant. Notice of any meeting at which an amendment to these Bylaws shall be considered by the Association shall be mailed or delivered to the Mortgagees of all Units at the mailing address shown on the Association's current roster. The notice of any such meeting mailed or delivered to Unit Owners and Mortgagees shall set forth a statement of the nature of all proposed amendments.

The foregoing Bylaws of Forest Court, Phase I Condominium Association, Inc., are hereby adopted by all of the members of the Board of Directors of Forest Court, Phase I Condominium Association, Inc., as of this _____ day of _____, 1980.

_____
Arthur W. Bruemmer

_____
Peter C. Haensel

_____
Frank W. Bastian

ARTICLES OF INCORPORATION

OF

FOREST COURT, PHASE I CONDOMINIUM ASSOCIATION, INC.
(A Nonstock, Nonprofit Corporation)

TABLE OF CONTENTS

ARTICLES OF INCORPORATION

ARTICLE I	NAME	Page 1
ARTICLE II	PERIOD OF EXISTENCE	Page 1
ARTICLE III	DEFINITIONS	Page 1
ARTICLE IV	PURPOSES	Page 2
ARTICLE V	PRINCIPAL OFFICE AND REGISTERED AGENT AND OFFICE	Page 2
ARTICLE VI	MEMBERSHIP	Page 2
ARTICLE VII	VOTING	Page 3
ARTICLE VIII	DIRECTORS	Page 4
ARTICLE IX	INITIAL BOARD OF DIRECTORS	Page 4
ARTICLE X	DECLARANT CONTROL	Page 5
ARTICLE XI	AMENDMENT	Page 5
ARTICLE XII	INCORPORATORS	Page 6

ARTICLES OF INCORPORATION

OF

FOREST COURT, PHASE I CONDOMINIUM ASSOCIATION, INC.
(A Nonstock, Nonprofit Corporation)

This instrument is executed by the undersigned for the purpose of forming a Nonstock, Nonprofit Corporation under Chapter 181 of the Wisconsin Statutes (hereinafter "The Wisconsin Nonstock Corporation Law").

ARTICLE I

NAME

The name of this corporation shall be Forest Court, Phase I Condominium Association, Inc. (hereinafter "Association").

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the Association shall be perpetual.

ARTICLE III

DEFINITIONS

The following definitions shall apply to these Articles:

"Common Elements" mean all of the Condominium except its Units.

"Condominium" means the land and improvements made subject to the Declaration.

"Condominium Ownership Act" refers to Chapter 703 of the Wisconsin Statutes (1977) as amended from time to time.

"Declarant" refers to Bruemmer Development Corporation, a Wisconsin corporation organized and existing under the laws of the State of Wisconsin and having its principal place of business at Mequon, Wisconsin.

"Declaration" means the Declaration of Condominium of Forest Court, Phase I Condominium as may be amended from time to time.

"Mortgagee" means the holder of any recorded mortgage encumbering one or more Units or a land contract vendor.

"Unit" means that part of the Condominium intended for independent residential use as described in the Declaration.

"Unit Owner" means a person, combination of persons, partnership or corporation who holds legal title to a Unit or has equitable title as a land contract vendee.

ARTICLE IV

PURPOSES

This Association is organized to serve as the "Association of Unit Owners," as defined in the Condominium Ownership Act, for Forest Court, Phase I Condominiums in Milwaukee, Wisconsin and to exercise the powers, carry out the responsibilities and otherwise engage in any lawful activity authorized and permitted by the Condominium Ownership Act, the Declaration, the Bylaws, and The Wisconsin Nonstock Corporation Law.

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT AND OFFICE

The principal office of this Association is located at 740 North Plankinton Avenue, Suite 510, Milwaukee, Wisconsin, 53203, and the initial registered agent at such address is Peter C. Haensel.

ARTICLE VI

MEMBERSHIP

The membership of this Association shall at all times consist exclusively of all of the Unit Owners of Forest

Court, Phase I Condominiums, Milwaukee, Wisconsin. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. Upon the death of a Unit Owner, if his or her ownership interest shall pass to his or her personal representative or to a trustee, such personal representative or trustee shall be a member of the Association.

No Unit Owner may voluntarily withdraw from or be expelled from membership in the Association. Membership certificates are not required and shall not be issued. Members shall have the additional rights and obligations and shall be subject to the additional restrictions contained in the Condominium Ownership Act, the Declaration and the Bylaws of the Association.

ARTICLE VII

VOTING

One and only one vote in the affairs of the Association shall appertain to each Unit of the Condominium. If there are multiple owners of any Unit, it shall be necessary for those owners to act unanimously with respect to the vote appertaining to their Unit in order for their vote to be counted. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the members until his or her name and current mailing address and the name and address of the Mortgagee of his or her Unit, if any, has been furnished to the Secretary of the Association. The Bylaws may contain provisions prohibiting any Unit Owner from voting on any matter submitted to a vote of the members if the Association has recorded a statement of Condominium lien on the Unit

Owner's Unit as provided in the Condominium Ownership Act and the amount necessary to release the lien has not been paid at the time of the meeting. Members shall have the additional voting rights and shall be subject to the additional restrictions on voting contained in the Condominium Ownership Act, the Declaration, and the Bylaws of the Association.

ARTICLE VIII

DIRECTORS

The affairs of this Association shall be governed by a Board of Directors who need not be members of the Association until such time as the Declarant ceases to control the Association as provided in Section Seven of the Declaration and in Article X herein, at which time not more than one of the directors may be a nonmember of the Association. The number of directors shall be fixed in the Bylaws but in no event shall be less than three. The manner in which the directors shall be elected, appointed and removed shall be provided for in the Bylaws.

ARTICLE IX

INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors shall be three, and their names and addresses are as follows:

Arthur W. Bruemmer
10248 N. Range Line Rd.
Mequon, WI 53092

Peter C. Haensel
740 N. Plankinton Ave.
Milwaukee, WI 53203

Frank W. Bastian
740 N. Plankinton Ave.
Milwaukee, WI 53203

The directors herein named shall serve until the first election of directors as provided in Article X, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

ARTICLE X

DECLARANT CONTROL

Subject to all provisions of the Declaration and the Bylaws of this Association with regard to Declarant control, any and all of the powers and responsibilities of this Association, its Board of Directors and its officers shall be exercised by the Declarant for a period not to exceed the earlier of (1) three years from the date that the first Unit of the Condominium is conveyed by the Declarant to any other person or (2) Thirty days after the conveyance of 75 percent of the Common Elements interest of the Condominium to purchasers. Prior to the conveyance of 25 percent of the Common Elements interest of the Condominium to purchasers, the Association shall hold a meeting of its members, and the Unit Owners other than the Declarant shall elect at least 25 percent of the directors on the Board of Directors. Prior to the conveyance of 50 percent of the Common Elements interest of the Condminium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least 33-1/3 percent of the directors on the Board of Directors. The percentage of Common Elements interest conveyed to purchasers as provided above shall be calculated by dividing the sum of the square footage of all of the Units which have been conveyed to purchasers by the sum of the square footage of all of the Units which the Declarant has built and has reserved the right to build as provided in Section Twelve of the Declaration.

ARTICLE XI

AMENDMENT

These Articles may be amended with the assent of 67 percent or more of the votes of the Unit Owners present or represented by proxy at any annual meeting or special meeting

called for that purpose; provided, however, that as long as the Declarant controls the Association, no amendment shall be effective without the written consent of the Declarant. Notice of any meeting at which an amendment to these Articles shall be considered shall be mailed or delivered to the Mortgagees of all Units at the mailing address shown on the Association's current roster. The notice of any such meeting mailed or delivered to the Unit Owners and Mortgagees shall set forth a statement of the nature of all proposed amendments.

ARTICLE XII

INCORPORATORS

The name and address of the incorporator of this Association is Arthur W. Bruemmer, 10248 North Range Line Road, Mequon, Wisconsin, 53092.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this ____ day of _____, 1980.

_____
Arthur W. Bruemmer

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
: SS
COUNTY OF MILWAUKEE)

Personally came before me this ____ day of _____, 1980, the above named Arthur W. Bruemmer, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Milwaukee, Wisconsin
My Commission _____

THIS DOCUMENT WAS DRAFTED BY:

Peter C. Haensel

P. O. ADDRESS:

LICHTSINN, DEDE & HAENSEL, s.c.
740 North Plankinton Avenue
Milwaukee, Wisconsin 53203
(414) 276-3400

VI

STATEMENT AS TO

MANAGEMENT CONTRACT

Management services will be provided by Declarant at cost without charge for management fee until election of Board of Directors by Unit owners. Thereafter management will be the responsibility of the Board of Directors and if professional management is obtained the Proposed Operating Budget hereinafter set forth should be adjusted accordingly.

VII

FOREST COURT, PHASE I CONDOMINIUM

6336 Forest Home Avenue
6400 Howard Avenue
6440 Howard Avenue
MILWAUKEE, WISCONSIN

PROPOSED ANNUAL OPERATING BUDGET

Condominium Insurance (Fire and Liability - All-Risk)	$ 1,700.00
Common Electricity	$ 2,700.00
Sewer and Water	$ 2,100.00
Snow Removal and Lawn Care	$ 3,000.00
Reserve Fund	$ 580.00
Per Year	$10,080.00

Unit breakdown for approximate monthly charges:

$35.00

The foregoing constitutes the best estimate of Declarant and is not based upon written contracts or quotations.