BY-LAWS OF

CARDINAL GREEN HOMES

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. APARTMENT UNIT OWNERSHIP. The property located in Waukesha County, State of Wisconsin, (hereinafter called the "Property"), known as Cardinal Green Homes, has been submitted to the provisions of the Wisconsin Unit Ownership Act by the Declaration (hereinafter called the "Declaration") recorded in the office of the Register of Deeds for Waukesha County on September 12, 1972 as Document No. 828870.

Section 2. ASSOCIATION. "Association" shall mean and refer to the Association of unit owners. Every unit owner upon acquiring title to a unit, under the terms of the Declaration, shall automatically become 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.

Section 3. APPLICABILITY OF BY-LAWS AND DEFINITIONS. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Wisconsin Unit Ownership Act.

Section 4. OFFICE. The office of the Association and of the Board of Directors shall be located at the home of the President. The official mailing address shall be: Post Office Box 1115, Waukesha, Wisconsin, 53187.

ARTICLE II

BOARD OF DIRECTORS

Section 1. NUMBER AND QUALIFICATION. The affairs of the Property shall be governed by a Board of Directors. Until all units shall have been sold and conveyed by Verne A. Osterndorf (hereinafter called the "Declarant") and thereafter until their successors shall have been elected by the Unit Owners, the Board of Directors shall consist of such persons as shall have been designated by the Declarant. Thereafter the Board of Directors shall be composed of seven persons, all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or, in the case of corporate owners or

mortgagees, shall be officers, stockholders, or employees of such corporations, or, in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries. In any event there shall always be one representative, residing in Cardinal Green, for each building on the Board of Directors and the Board of Directors may promulgate election regulations to implement this requirement.

Section 2. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Unit Ownership Act, The Declaration, these By-Laws and rules and regulations hereunder, including but not limited to the following:

(a) Operation, care, upkeep and maintenance of the common and limited common areas and facilities;

(b) Determination of the amounts required for operation, maintenance and other affairs of the Property;

(c) Collection of the common charges from the unit owners;

(d) Employment and dismissal of the personnel, as necessary for the efficient maintenance and operation of the Property;

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property;

(f) Opening of bank accounts on behalf of the Property and designating the signatories required therefor;

(g) Purchasing, leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or lease or surrendered by their owners to the Board of Directors;

(h) Purchasing units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners;

(i) Selling, leasing mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by and subleasing units leased by the Board of Directors or its designee, corporate or otherwise on behalf of all unit owners;

(j) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of units on behalf of all unit owners;

(k) Granting licenses for vending machines;

(l) Obtaining insurance for the Property, including the units, pursuant to the provisions of Article V, Section 2 hereof; and

(m) Making repairs, additions, and improvements to, or alterations of, the Property, and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. MANAGING AGENT AND MANAGER. The Board of Directors may employ for the Property a managing agent which may be Declarant or a related party and a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties listed in Section 2 of this Article. The Board of Directors may delegate to the manager or managing agent, all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i) and (j) of Section 2 of this Article.

Section 4. ELECTION AND TERM OF OFFICE. At the first annual meeting of the unit owners, the term of office of three members of the Board of Directors shall be fixed at one year, the term of office of two members of the Board of Directors shall be fixed at three years and the term of office of two members of the Board of Directors shall be fixed at two years. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. REMOVAL OF MEMBERS OF THE BOARD OF DIRECTORS. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners present in person or by proxy and a successor must then and there be elected by the above mentioned majority to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. VACANCIES. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. ORGANIZATION MEETING. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the Board of Directors at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, personally, by mail or telegraph, at least three business days prior to the day named for such meeting.

Section 9. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three business days' notice to each member of the Board of Directors, given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three members of the Board of Directors.

Section 10. WAIVER OF NOTICE. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board of Directors shall constitut a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transactec at such meeting.

Section 11. QUORUM OF BOARD OF DIRECTORS. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those presen may reschedule the meeting to another time. At any such rescheduled meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. FIDELITY BONDS. The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

Section 13. COMPENSATION. No member of the Board of Directors shall receive any compensation from the Property for acting as such, except any director may be reimbursed for actual expenses incurred in the performance of his duties.

Section 14. LIABILITY OF THE BOARD OF DIRECTORS. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Property unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Property. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all the unit owners in the common areas and facilities. Every agreement made by the Board of Directors or by the managing agent or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to the interests of all unit owners in the common areas and facilities.

Section 15. INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III

UNIT OWNERS

Section 1. ANNUAL MEETING. Promptly after all units shall have been sold and conveyed by Declarant, the Declarant shall notify all unit owners thereof, and the first annual meeting of the unit owners shall be held within 30 days thereafter on a call issued by the President. At such meeting the designees of the Declarant shall resign as members of the Board of Directors, and all the unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter, one of the semi-annual meetings of the unit owners shall be held during the month of January, and one during the month of July or August of each succeeding year, on dates as selected by the Board of Directors. At the January meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. PLACE OF MEETINGS. Meetings of the unit owners shall be held at the principal office of the Property or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners owning a total of at least 25% of the common interest. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. NOTICE OF MEETINGS. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit a notice of each semi-annual or special meetings of the unit owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice.

Section 5. ADJOURNMENT OF MEETINGS. If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting at a time not less than 48 hours from the time the original meeting was called.

Section 6. TITLE TO UNITS. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. VOTING. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating.

Section 8. MAJORITY OF UNIT OWNERS. As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. MAJORITY VOTE. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

ARTICLE IV

OFFICERS

Section 1. DESIGNATION. The principal officers of the Property shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors.

The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

Section 2. ELECTION OF OFFICERS. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. REMOVAL OF OFFICERS. 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 may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Property. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Property.

Section 5. 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 of Directors to act in the place of the President, 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 or by the President.

Section 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 7. TREASURER. The Treasurer shall have the responsibility for Property funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects 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, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. AGREEMENTS, CONTRACTS, DEEDS, CHECKS, ETC. All agreements, contracts, deeds, leases, checks and other instruments of the Property shall be executed by any two officers of the Property or by such other person or persons as may be designated by the Board of Directors.

Section 9. COMPENSATION OF OFFICERS. No officer shall receive any compensation from the Property for acting as such, except any officer may be reimbursed for actual expenses incurred in the performance of his duties.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. DETERMINATION OF COMMON EXPENSES AND COMMON CHARGES. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common charges required to meet the common expenses of the Property and allocate and assess such common charges against the unit owners according to their respective common interests. The budget shall be subject to approval by a majority of unit owners and mortgagees present in person or by proxy at each January general meeting at which a quorum is present. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a general operating reserve, for a reserve fund for replacements and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common charges payable by him, and shall furnish copies of each budget on which such common charges are based to all unit owners and to their mortgagees.

Section 2. INSURANCE As a minimum, the Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings Iincluding all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all service machinery contained therein; such insurance shall cover the property, the Board of Directors and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board of Directors as proviced herein as trustee for all unit owners and to their mortgagees as their interest may appear:

(b) Workmen's compensation insurance;

(c) Water damage insurance; and

(d) Such other insurance as the Board of Directors may determine.

All such policies shall provide that adjustment of loss shall be made by the Board of Directors, and that the net proceeds thereof, shall be payable to the Association.

The amount of fire insurance to be maintained until the first meeting of the Board of Directors following the first annual meeting of the unit owners shall be in at least the sum of $1,000,000.00.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten day's prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common areas and facilities without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of $1,000,000.00 covering all claims for bodily injury and property damage arising out of one occurrence and in a limit of $50,000.00 for each occurrence for water damage legal liability claims.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 3. REPAIR OR CONSTRUCTION AFTER DAMAGE

In the event of any damage to or destruction of the property as a result of fire or other casualty (unless 80% or more of the number of units of the property are destroyed or substantially damaged, and the Association of the Unit Onwers by a vote of owners of 75% of the common interests do not resolve within 90 days after such damage or destruction to proceed with repair or restoration), the Board of Directors in the name of the Association as trustee, shall arrange for the prompt repair and restoration (including any damaged units and any kitchen or bathroom fixtures initially installed therein by the Declarant, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors as trustee, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may asesss all the unit owners for such deficit as part of the common shares.

If 80% or more of the number of units of the property are destroyed or substantially damaged and the association of the Unit Ownership by a vote of owners of 75% or more of the common interests does not resolve within 90 days after such damage or destruction to proceed with repair or restoration, the property shall be subject to an action for partition at the suit of any unit owner or leinor, as if owner in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors in the name of the Association as trustee, among all the unit owners in proportion to their respective common interests, after fist paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

Section 4. PAYMENT OF COMMON CHARGES. All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times as the Board of Directors may determine. A late charge of up to $10 per month may be imposed by the Board of Directors against a unit owner if any balance on common charges remains unpaid by the last business day of the month when due.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of Section 1 of Article VII of these By-Laws). A unit owner may, subject to the conditions specified in these By-Laws, and provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit to the Board of Directors, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit except for the amount of unpaid assessments prior to acquisition in excess of the amount set forth in a statement from the Board of Directors or the manager furnished pursuant to section 703.16 of the Wisconsin Unit Ownership Act, and except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. COLLECTION OF ASSESSMENTS. The Board of Directors shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any common charge due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. DEFAULT IN PAYMENT OF COMMON CHARGES. In the event of default by any unit owner in paying to the Board of Directors the assessed common charges, such unit owner shall be obligated to pay interest at 12% per year on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by section 703.16 of the Wisconsin Unit Ownership Act.

Section 7. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the unit owner shall

be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. STATEMENT OF COMMON CHARGES. The Board of Directors shall promptly provide any unit owner, who makes a request in writing with a written statement of his unpaid common charges.

Section 9. ABATEMENT AND ENJOINING OF VIOLATIONS. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. MAINTENANCE AND REPAIR. (a) All maintenance of and repairs to any unit, structural or nonstructural, ordinary or extraordinary shall be made by the owner of such unit, except for maintenance of and repairs to any common or limited common area or facility contained therein not necessitated by the negligence, misuse or neglect of the owner of such unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common areas and facilities resulting from his misconduct, negligence or misuse.

(b) All maintenance, repairs and replacements to the common and limited common areas and facilities whether located inside or outside of the units (unless necessitated by the negligence

or misuse of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

(c) Any patio or garage assigned to a unit as a limited common area and facility shall be for the exclusive use of the owner of such unit. Such unit owner shall make all repairs to such patio resulting from his negligence, misuse or neglect. All other repairs in, to or with respect to such patio shall be made by the Board of Directors as a common expense.

Section 11. USE OF PROPERTY. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The units shall be used for residences only.

(b) The common and limited common areas and facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any or practice be allowed which is a source of annoyance to its residents or which interferes with the peacefull possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that each unit may keep one dog or one cat provided that they are not kept, bred, or maintained for any commercial purposes. Dogs may be exercised only on a leash and only in those portions of the common areas designated

by the Board of Directors. Dogs may be chained outside only so as to remain in patio areas assigned to the unit in which the pet resides. No pet shall be permitted which causes an unreasonable distrubance. Any pet excrement in common areas shall be removed immediately by the owner of the unit in which the pet resides. No other animals shall be permitted on the premises, canaries or parakeets excepted.

(f) To minimize occupancy of parking spaces by unsightly automobiles, all automobiles must be moved every 14 days unless the unit owner is absent from the Property or the Board of Directors consents to the contrary. After seven days prior notice posted on the automobile, any automobile in violation of this provision may be towed away at the direction of the Board of Directors at the expense of the unit owner, if any, who was responsible for the automobile being brought upon the Property.

(g) No vehicles or other property other than a passenger automobile shall be parked on the surface parking space without written consent from the Board of Directors.

(h) Each unit shall be entitled to one surface parking area in addition to the attached garage, said surface parking area to be the limited common area immediately adjacent to the rear of the building as defined in the "Declaration of Condominium", Paragraph 5 (c). Unit A of 1411 Josephine Street does not have a surface parking area and the Board of Directors shall assign a surace parking area to the unit if requested in writing by the unit owner. If the surface parking area for Units B through G, inclusive, 1411 Josephine Street are too small, the Board of Directors may assign a surface parking space to the unit upon the written request of the respective unit owners.

(i) No clothesline or other portable apparatus for drying or airing any clothing or similar articles shall be permitted in any area except the patio in the front of any unit, and shall not be allowed to remain overnight in siad patio area.

Section 12. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD OF DIRECTORS. Whenever in the judgement of the Board of Directors the common and limited common areas and facilities shall require additions, alterations or improvements costing in excess of $10,000, and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners and by those mortgagees holding mortgages constituting first liens upon 24 or more units, the Board of Directors shall proceed with such additions, alterations or improvement and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing 10,000 or less may be made by the Board of Directors without approval of the unit owners or any mortgagees of units and the cost thereof shall constitute a common charge.

Section 13. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS. No unit owner shall make any additions, alterations or improvements structurally affecting his unit, nor affix anything to the exterior of his unit, nor erect or construct anything in the limited common area assigned to his unit without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of any matter prescribed by the foregoing sentence, within 30 days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the request. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any persons sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement.

Section 14. RULES OF CONDUCT. Rules and regulations concerning the use of the units and the common and limited common areas or facilities may be promulgated and amended by the Board of Directors with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 15. WATER AND SEWAGE CHARGES. Water and sewerage service shall be supplied to all of the units and the common areas and facilities and the Board of Directors shall pay, as a common expense, all charges for water consumed and sewage generated on the property.

Section 16. ELECTRICITY AND GAS. Electricity and Gas shall be supplied by the public utility companies serving the area directly to each unit through separate meters and each unit owner shall be required to pay the bills for electricity and gas consumed or used in or in connection with his unit and any patio appurtenant thereto. The electricity serving the common areas and facilities (but not limited common areas) shall be separately charged (except for electricity used by the central antenna system equipment located in Unit B, 1363 Josephine Street), and the Board of Direstors shall pay all bills and charges for all electricity consumed in or by such areas and facilities as a common expense.

Section 17. RIGHT OF ACCESS. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in his unit and threatening another unit or a common or limited common area or facility; to install, alter or repair mechanical or electrical services or other common or limited common areas or facilities in his unit or elsewhere in the building; and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency,such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 18. SNOW AND ICE REMOVAL. The resonsibility of snow and ice removal for limited common areas (patio and surface parking area) shall be the resonsibility of adjacent unit owner to whom respective limited common areas are assigned.

ARTICLE VI

MORTGAGES

Section 1. MORTGAGE OF UNITS. Each unit may be separately mortgaged.

Section 2. NOTICE TO BOARD OF DIRECTORS. A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors. The Board of Directors shall maintain such inforation in a book entitled "Mortgages of Units".

Section 3. NOTICE OF UNPAID COMMON CHARGES. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

Section 4. NOTICE OF DEFAULT. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. EXAMINATION OF BOOKS. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Property at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

SALES AND LEASES OF UNITS

Section 1. SALES AND LEASES. No unit owner may sell or lease his unit or any interest therein except by complying with the provisions of this section. A unit owner's sale of his unit shall include the sale of (a) the undivided interest in the common and limited common areas and facilities appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Board of Directors, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; (c) the interest of such unit owner in any other assets of the Property, hereinafter collectively called the "appurtenant interests"; and (d) unit owners must notify the Board of Directors of intent to sell at the time the unit is listed or advertised."

Section 2. NO SEVERANCE OF OWNERSHIP. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument

purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. FINANCING OF PURCHASE OF UNITS BY BOARD OF DIRECTORS. Acquisition of units by the Board of Directors, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient,the Board of Directors may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Board of Directors.

Section 4. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS. In the event that a unit shall be acquired by the Board of Directors or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 5. RENTAL. In order to preserve high standards of maintenance and care and the other benefits from a low turnover of occupants, no unit may be rented without the prior written consent of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner accompanied by such information concerning the proposed tenant and the terms of the proposed lease as the Board of Directors uniformly requires, within 10 days after such request and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed leasing. No portion of a unit other than the entire unit may be rented and no transient tenants may be accommodated therein.

Section 6. PAYMENT OF ASSESSMENTS. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board

of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

ARTICLE VIII

CONDEMNATION

Section 1. CONDEMNATION. In the event of a taking in condemnation or by eminent domain of part or all of the common or limited common areas or facilities, the award made for such taking shall be payable to the Board of Directors if such award amounts to $10,000 or less, or does not relate to any building otherwise it shall be paid to the insurance trustee. If payable to the insurance trustee, then if the Association of Unit Owners by majority vote approve the repair and restoration within 90 days of payment of the award (or other payment if conveyed in lieu of such taking), the Board of Directors shall arrange for the repair and restoration and the insurance trustee shall disburse the proceeds to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Association, if so required, does not duly and promptly approve the repair and restoration, the insurance trustee shall disburse the net proceeds in the same manner as it is required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws.

ARTICLE IX

RECORDS

Section 1. RECORDS AND AUDITS. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records and books of account of the Property, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Property shall be rendered by the Board of Directors to all unit owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Property, certified by an independent auditor or accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

MISCELLANEOUS

Section 1. NOTICES. All notices to the Board of Directors shall be sent by registered or certified mail,c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. All notices to any unit owner shall be sent by registered or certified mail to the building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units, shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define,limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. GENDER. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. WAIVER. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI

AMENDMENT TO BY-LAWS

Section 1. AMENDMENTS TO BY-LAWS. Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of 66-2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purposes, but only with the written approval of those mortgagees holding mortgages constituting first liens upon 24 or more units; however, Section I Article III, insofar as it provides that Declarant shall designate the directors until all units shall have been sold and conveyed by it, and this Section I of this Article may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the owner of one or more units.

ARTICLE XII

CONFLICTS

Section 1. CONFLICTS. These By-Laws are set forth to comply with the requirements of section 703.19 of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of such Act or of the Declaration, the provisions of such Act or of the Declaration, as the case may be, shall control; and in case of any conflict between the provisions of such Act and the Declaration as relates to these By-Laws or otherwise, the provisions of the statute shall control.