Whitnall Park Square

Condominium Owners Association, Inc.

ii. Bylaws

TABLE OF CONTENTS

BYLAWS OF

WHITNALL PARK SQUARE CONDOMINIUMS

ASSOCIATION, INC.

Article	Title	Page Number
I	Name and Address.	91
II	Definitions	91
III	Membership.	93
IV	Purpose	93
V	Voting by Members	93
VI	Meetings of Members	94
VII	Board of Directors.	96
VIII	Meetings of the Board of Directors. . .	98
IX	Powers and Duties of the Board of Directors.	99
X	Officers and Their Duties	101
XI	Books and Records	102
XII	Budget, Assessments and Annual Reports.	103
XIII	Rules and Regulations on Use of Condominium.	104
XIV	General Provisions.	106
XV	Amendment	106

BYLAWS OF

WHITNALL PARK SQUARE CONDOMINIUMS ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

SECTION ONE. Name. The name of this corporation shall be Whitnall Park Square Condominiums Association, Inc. (hereinafter "Association").

SECTION TWO. Address. The principal office of the Association shall be located at Wausau Homes Incorporated, U.S. Highway 51 South, Wausau, Wisconsin 54401. This address shall also be the mailing address of the Association. (The local mailing address of the Association in Milwaukee County shall be P.O. Box 129, Hales Corners, Wisconsin 53130.)

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 Wausau Homes Incorporated, a Wisconsin corporation organized and existing under the laws of the State of Wisconsin and having its principal place of business in Wausau, Wisconsin.

(g) Declaration means the Declaration of Condominium for Whitnall Park Square Condominiums as may be amended from time to time.

(h) Limited Common Elements means 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 a land contract vendee.

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

(o) Additional Property means one or more of those parcels described in Exhibit B attached hereto and incorporated herein by reference, which may be added to this Condominium as provided in Section Fourteen at the option of the Declarant or its successors or assigns.

(p) Agency means the Federal Housing Administration (FHA), the Department of Housing and Urban Development (HUD), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC) and the Veterans Administration (VA), which guarantees, insures or holds a first mortgage upon the Condominium or a Unit thereof.

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. In the event that the Condominium is expanded as provided in the Declaration, each of the Unit Owners of Units added to the expanded Condominium shall be members of this Association.

SECTION TWO. Commencement and Termination. Membership shall immediately commence upon acquisition of any 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 passes 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 prior to such meeting. 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 required for 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 question 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. All meetings of the Unit Owners shall be held on the first Tuesday of March in the year 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 sometime during the 1st two weeks of March of each succeeding year. The date to be decided at the discretion of the Board of Directors.

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 ourrent 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 ajourned 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 approval of minutes of the previous meeting.

(e) Reading and disposal of any unapproved minutes.
(f) Reports of officers.
(g) Reports of committees (if appropriate).
(h) Election of directors (if appropriate).
(i) Unfinished business.
(j) New business.
(k) 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 in 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. Not 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 or 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 term 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 a majority vote of the Unit Owners present 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 expense 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. Meetings shall be held in Milwaukee County, Wisconsin. 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 members' 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 Meeting. 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 transaction 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 meeting 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 approval of minutes of the previous meeting.
(e) Reading and disposal of any unapproved minutes.
(f) Reports of officers.
(g) Reports of committees (if appropriate).
(h) Election of officers (if appropriate).
(i) Unfinished business.
(j) New business.
(k) 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 contracts and incur liabilities on behalf of the Association.
(g) Purchase, take, receive, rent or otherwise acquire and hold any 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) 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.

(j) 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.

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

(l) 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 officers may be removed from office, with or without cause, by a majority vote of 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 shall 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, Mortgagee or Agency as defined in Article II, Section One (b). 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 except, upon written request of an Agency as defined in Article II, Section One (b), the Board of Directors shall prepare and furnish an audited financial statement of the Association for the immediately preceding fiscal year. The cost of such audits shall be paid by the Association and treated as 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. All special assessments shall be due and payable upon the date designated by the Board of Directors.

SECTION FIVE. Effect of Nonpayment of Monthly Assessments: Remedies of the Association. Monthly assessments not paid within 20 days after the due date (first day of each month) shall bear interest from the date due 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 of 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. In the event the Association brings an action against a Unit Owner for money damages or foreclosure as provided in this section, the Unit Owner, in addition to the above mentioned, shall be obligated in all cases to pay all costs, expenses and disbursements incurred by the Association with respect to such action, including actual attorney fees incurred by the Association in prosecuting 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 and no commercial use shall be permitted.

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. 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 FOUR. Obedience to Laws and Rules. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by any governmental body or agency having jurisdiction to pass laws, ordinances, or regulations pertaining to the Condominium, its grounds and the use thereof.

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

SECTION SIX. 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 SEVEN. Noise. Residents shall exercise extreme care in causing noise from the use of TV sets, radios, stereos, pianos, organs, etc. which noise may disturb other residents.

SECTION EIGHT. 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. 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 provision of the Declaration, the Bylaws or the Condominium 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 that 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 attorney's fees.

SECTION THREE. 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 held 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 Eight 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 Whitnall Park Square Condominiums are hereby adopted by all of the members of the Board of Directors of Whitnall Park Square Condominiums Association, Inc., as of this 30th day of June, 1981.

Dear Homeowner,

On October 26th, 1995, the following By-Law was changed. Please add this to your condominium documents.

PROPOSED BY-LAW CHANGE

ARTICLE IX

SECTION TWO. Limitations on Power. No single improvement, repair, or other expenditure which will cost the Association in excess of $15,000 shall be made by the Board of Directors, and no single indebtedness in excess of $15,000 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, except for maintenance and repair contracts already provided for in the Annual Budget.

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 $15,000 or less may be undertaken, and any single indebtedness of $15,000 or less may be incurred, by the Board or Directors without the prior approval of the Unit Owners, and the cost thereof shall not apply to any improvements, repairs, purchases or other expenditures which are paid for under the policy of insurance held by the Association.

Dear Homeowner,

On October 26th, 1995, the following By-Law was changed. Please add this to your condominium documents.

PROPOSED BY-LAW CHANGE

ARTICLE IX

SECTION TWO. Limitations on Power. No single improvement, repair, or other expenditure which will cost the Association in excess of $15,000 shall be made by the Board of Directors, and no single indebtedness in excess of $15,000 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, except for maintenance and repair contracts already provided for in the Annual Budget.

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 $15,000 or less may be undertaken, and any single indebtedness of $15,000 or less may be incurred, by the Board or Directors without the prior approval of the Unit Owners, and the cost thereof shall not apply to any improvements, repairs, purchases or other expenditures which are paid for under the policy of insurance held by the Association.

THESE REVISIONS TO THE BY-LAWS WERE ACCEPTED BY THE GENERAL MEMBERSHIP AT THE SPECIAL BY-LAW MEETING HELD ON OCTOBER 28, 1986.

BYLAWS

ARTICLE I

SECTION TWO. Address. The principal office of the Association shall be located at the address of the current managing agent or P.O. Box 830, Hales Corners, WI 53130.

ARTICLE VII

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. Not 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 two years or until his or her successor shall be elected and shall qualify.

ARTICLE XI

SECTION THREE. 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.

BYLAWS

ARTICLE XII

SECTION THREE. Payment of General Assessments. General assessments shall be payable to the Association in twelve equal installments which shall be due in advance on the first day of the month. Such installments shall be mailed or delivered to such location as specified by the Board of Directors.

ARTICLE XII

SECTION FIVE. Effect of Nonpayment of Monthly Assessments: Remedies of the Association. Any assessment not paid within thirty days after the due date (first day of each month) shall be subject to a "late fee" of $25.00, which will be added to the balance owed. The Association may, in addition, bring an action for monetary 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 monetary judgement for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. In the event the Association brings an action against a Unit Owner for monetary damages or foreclosure as provided for in this Section, the Unit Owner, in addition to the above-mentioned, shall be obligated in all cases to pay all costs, expenses, and disbursements incurred by the Association with respect to such action, including actual attorney fees incurred by the Association in processing such cases.

ARTICLE XIII

SECTION EIGHT. Pets. Dogs, cats, and other household pets may be kept by the Unit Owners in the living areas of 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 allowed to cause a nuisance or 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 promptly and regularly clean up the excrement of their pets. Failure to do so and upon complaint of another Unit Owner shall cause the Board of Directors to notify the pet owner of the violation. Should a similar violation occur, the Board of Directors may impose a fine of $20.00 upon the pet owner for failure to comply with these requirements.

SECTION NINE. 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.

THESE REVISIONS TO THE BY-LAWS WERE ACCEPTED BY THE GENERAL MEMBERSHIP AT THE ANNUAL MEETING HELD ON MARCH 3RD, 1987

BYLAWS

ARTICLE I

SECTION TWO. Address. The principal office of the Association shall be located at the current managing agents office which is CAMCO, ~~12700~~ West Bluemound Road, Suite 120 ~~Big Bend~~, Wisconsin ~~53126~~. 16535 Brookfield, 53005

BY-LAWS

ARTICLE VI

SECTION TWO. Annual Meeting. All meetings of the Unit Owners shall be held on the first Tuesday of March in the year 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 sometime during the 1st two weeks of March of each succeeding year. The date to be decided at the discretion of the Board of Directors.

BYLAWS

ARTICLE XII

SECTION FIVE. Effect of Nonpayment of Monthly Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date (first day of each month) shall be subject to a "late fee" of $25.00 which will be added to the balance owed. Additional $25.00 late fees will be added at thirty (30) day intervals until the monthly assessment and penalty fees are paid. The Association may, in addition, bring an action for monetary 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 monetary judgement for unpaid assessments shall be maintainable without foreclosing or waiving the lien securing same. In the event the Association brings an action against a Unit Owner for monetary damages or foreclosure as provided for in this Section, the Unit Owner, in addition to the above-mentioned, shall be obligated in all cases to pay all costs, expenses, and disbursements incurred by the Association with respect to such action, including actual attorney fees incurred by the Association in processing such cases.

BYLAWS

ARTICLE XIII

SECTION FIVE. Architectural Control. No outdoor clotheslines shall be erected and nothing shall be hung or exposed on any part of the Common Elements that will detract from the neat or orderly appearance of the Common elements. Installation of permanent exterior lights will be allowed. To keep permanent lighting uniform, written plans for its installation must be approved by the board before the installation begins. Flower planters or flats, and hanging plants, added in moderation are acceptable providing there are no written protests of record. Extensive planting must have the board's written approval. Seasonal decorative lighting and banners are allowed. These must be removed within a reasonable time. Violation of these provisions will be resolved through written notification to the Unit Owner with a subsequent remedial action involving a $25.00 fine and if necessary, a fee to cover the cost of correcting the violation.

copied for all
3/15/89

WHITNALL PARK SQUARE
APPROVED BY-LAW CHANGE
MARCH 6, 1989

Please insert this document in your condominium By-Law section.

NOW READS:

ARTICLE XII

SECTION FIVE. Effect of Nonpayment of Monthly Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date (first day of each month) shall be subject to a "late fee" of $25.00 which will be added to the balance owed. Additional $25.00 late fees will be added at thirty (30) day intervals until the monthly assessment and penalty fees are paid. "Any payments received will be credited against the oldest outstanding assessments and/or late fee and/or penalties." The Association may, in addition, being an action for monetary 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 liablility for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. A suit to recover a monetary judgement for unpaid assessments shall be maintainable without foreclosing of waiving the lien securing same. In the event the Association brings an action against a Unit Owner for monetary damages or foreclosure as provided for in this Section, the Unit Owner, in addition to the above-mentioned, shall be obligated in all cases to pay all costs, expenses, and disbursements incurred by the Association with respect to such action, including actual attorney fees incurred by the Association in processing such cases.

Please add this page to your By-Laws.

Official By-Law change 4/12/90.

Article IX

SECTION TWO. Limitations on Power. No single improvement, repair, 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, except for maintenance and repair contracts already provided for in the Annual Budget.

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 not apply to any improvements, repairs, purchases or other expenditures which are paid for under any policy of insurance held by the Association.

ARTICLE IV

SECTION TWO. Annual Meeting. All meetings of the Unit Owners shall be held on the first Tuesday of March in the year 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 sometime during the 1st two weeks of April of each succeeding year. The date to be decided at the discretion of the Board of Directors.

C.E.A.
6/24/97

BY-LAW CHANGE

ARTICLE XIII

Change:

SECTION Five: Architectural Control. No outdoor clotheslines shall be erected and nothing shall be hung or exposed on any part of the Common Elements that will detract from the neat or orderly appearance of the Common Elements. Installation of permanent exterior lights will be allowed. To keep permanent lighting uniform, written plans for its installation must be approved by the Board before the installation begins. Installation of motion detectors, by use of a motion detector conversion kit with the unit's existing exterior light, or by use of an exterior light fixture equipped with a motion detector must be approved by the Board. Flower planters or flats and hanging plants added in moderation are acceptable, providing there are no written protests of record. Extensive planting must have the Board's written approval. Seasonal decorative lighting and banners are allowed. These must be removed within a reasonable time. Violation of these provisions will be resolved through written notification to the Unit Owner with a subsequent remedial action involving a $25.00 fine and, if necessary, a fee to cover the cost of correcting the violation.

This change was approved June 12, 1997, and should be placed in the By-Law section of your Association's document for permanent reference.

WHITNALL PARK SQUARE CONDOMINIUM ASSOCIATION
RESOLUTION OF THE BOARD OF DIRECTORS
TRANSFER OF OWNERSHIP FEE

Enacted: 4/16/09
Effective: 5/16/09

Resolution #1: Transfer of Ownership Fee

WHEREAS, the Rules and Regulations of Whitnall Park Square Condominium Association, the General Rules for Homeowners state that these guidelines may be amended by a majority vote of the Board of Directors of the Association.

WHEREAS, to enhance the financial position of the association.

Now, therefore, be it resolved that an amount equivalent to two (2) months of monthly assessments are due at the time of transfer of ownership of any unit to be payable by the buyer. This transfer of ownership fee shall be deposited in the reserve fund for contingencies and appropriate replacement reserves associated with the common elements. The transfer of ownership fee shall be in addition to any assessment attributable to the unit and shall not be credited to any outstanding assessments or future assessments payable by the owner of the unit.

President _____ Date 4/16/09

Secretary _____ Date 4/16/09