JW PROPERTY MANAGEMENT INC.

Trillium

Bylaws

JW Property Management, Inc.
☎Office: (262) 697-8200 | 🖷Fax: (262)697 8201
4816 Green Bay Rd, Kenosha WI 53144

BYLAWS
TABLE OF CONTENTS

		Page
ARTICLE I	NAME AND LOCATION	28
ARTICLE II	APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION	28
ARTICLE III	VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES	29
ARTICLE IV	MEETINGS	30
ARTICLE V	BOARD OF DIRECTORS	31
ARTICLE VI	OFFICERS	34
ARTICLE VII	BUDGET, ASSESSMENTS AND DEPOSITORIES	35
ARTICLE VIII	OBLIGATIONS OF THE UNIT OWNERS	36
ARTICLE IX	AMENDMENTS	37
ARTICLE X	MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS	38
ARTICLE XI	CONFLICTS	39
ARTICLE XII	FISCAL YEAR	39

BYLAWS OF

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNER'S ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be The Trillium Condominium at the Meadowlands Owner's Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be at 12760 West North Avenue, Brookfield, Wisconsin 53008. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. These Bylaws, together with the Declaration of Condominium of The Trillium Condominium at the Meadowlands (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these Bylaws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit owners who have record title in their names or who are the purchasers under a recorded land contract.

Section 3. Initial Organization. Notwithstanding any provision set forth in these Bylaws to the contrary, Pleasant Prairie Condo, LLC (the "Declarant"), shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve as follows:

(i) Prior to the conveyance of twenty-five percent (25%) of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time one (1) member of the initial Board, or their successors, as designated by

Declarant shall tender their resignations and the Unit owners other than Declarant shall elect one (1) new member of the Board in accordance with the provisions of Article V of these Bylaws;

(ii) Notwithstanding paragraph (i) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of seventy-five percent (75%) undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of five (5) persons, including such new members as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article V of these Bylaws.

For the purpose of determining the percentages in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of twenty-four (24) Unit interests. Until such time as Declarant's right to expand the Condominium, described in Article XIII of the Declaration, shall expire, Declarant shall be deemed to own all twenty-four (24) Unit interests less those appurtenant to Units actually conveyed by Declarant.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, is under lease or is owned by an entity other than individuals, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding more than one third (1/3) of the votes shall constitute a quorum.

Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE IV

MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on the first Tuesday in March of each year (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Reports of committees.
(f) Election of directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, of whom not more than one person is a non-Unit owner, subject to the provisions of Article II, Section 3 hereof.

Section 2. Election and Term of Office.

(i) Directors elected by Unit owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Unit owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

(ii) The term of the Director elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of his election. Thereafter, the term of each Director elected or re-elected in succession of the Director shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(iii) At the special meeting of the Association at which all members of the Board shall be elected by the Association as provided in paragraph (ii) of Section 3 of Article II, the persons receiving the first, second and third highest number of votes shall be elected for a term of two (2) years and the persons receiving the fourth and fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board at any subsequent annual meeting of the Association shall be elected for a term of two

(2) years. All members of the Board shall hold office until their respective successors shall have been elected and shall have qualified. In the event of a tie for the third or fifth highest number of votes, the outcome shall be determined by lot, in a manner prescribed by the presiding officer.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

(1) make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

(2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property, contracting for off-site recreational services and suing on behalf of all Members;

(4) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

(5) employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section; and

(6) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Subject to Article II, Section 3 hereof, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 12. Fidelity Bonds. The Board shall require that all officers and employees of the Association and officers and employees of any professional manager handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms and expressions. The bonds shall further provide that they may not be cancelled or substantially modified (including

cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association and to Unit mortgagees of which the Association has knowledge. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an Assistant Treasurer, an Assistant Secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. 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 shall appoint some member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged interest on the unpaid assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the professional property manager, management company or managing agent provided such manager company or agent is bonded or by such officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board may direct that checks of less than Five Hundred Dollars ($500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board may from time to time establish dollar

limitations in excess of which the professional property manager, management company or managing agent shall not have authority to draw checks. The Board shall notify the designated depository promptly upon the establishment of such limitation.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Unit and within or on the Limited Common Elements appurtenant to his Unit, shall keep the patio and/or deck appurtenant to his Unit in a clean and neat condition and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

Section 3. Right of Entry.

(a) Each Member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

(b) Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

Section 4. Rules of Conduct.

(a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.

(c) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

(d) It is prohibited to throw garbage or trash outside the disposal receptacles.

(e) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

(f) The exterior face of all window coverings, whether fabric or otherwise, must be white, off-white or natural wood tones. This includes, but is not limited to, drapes, curtains, louvered blinds and window shades. Fabric window coverings must be treated with backing or lining of opaque quality in white, off-white or natural wood tones. Any departure from the above-approved colors requires prior written approval of the Board of Directors.

Section 5. Remedies. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

ARTICLE IX

AMENDMENTS

Section 1. Bylaws. These Bylaws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least sixty-seven percent (67%) of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be a total of twenty-four (24) Units until such time as the Declarant's right under Article XII of the Declaration shall expire and Declarant shall be deemed to own all twenty-four (24) Units less those actually conveyed at the

time of such determination. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

ARTICLE X

MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

Section 3. Notice of Mortgagee. Any mortgagee of a Unit shall be entitled to written notice from the Association of any sixty (60) day delinquency in the payment of assessment owed by the Unit owner or, if applicable, any then occupant of the Unit, or any breach in the provisions of any of the provisions set forth in these Bylaws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within sixty (60) days of such breach; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Mortgagee shall also receive notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing its mortgage, (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iii) any proposed action which would require the consent of a specified number of eligible mortgage holders as set out in the Declaration. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI

CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of such Act or of the Condominium Declaration, the provisions of such Act or Declaration shall control; and in case of any conflict between the Act and the Declaration the provisions of the Act shall control.

ARTICLE XII

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted this 7th day of July, 2003.

Timothy J. Smits, Director

Dean A. Frederick, Director

Michael J .Schiltz, Director

NOTICE OF BY-LAW AMENDMENT
FOR THE TRILLIUM CONCOMINIUM AT THE MEADOWLANDS
OWNERS ASSOCIATION, INC.

TO: Owners
FROM: Board of Directors

Effective January 8, 2009 Article VIII of the By-Laws of the Trillium Condominium At The Meadowlands Owner's Association, Inc. has been amended to include a new Section 6. The amendment is enclosed.

The amendment was presented to the Association by a mail ballot dated November 6, 2008. Seventeen (17) Unit Owners approved the amendment, while four (4) rejected and three (3) did not respond. Per Section 1 of Article IX of the By-Laws of the Association, the amendment has been approved.

Unit Owners are reminded to attach the amendment to their disclosure documents for future reference.

Earl F. Legler, President

THE TRILLIUM COMDOMINIUM AT THE MEADOWLANDS OWNERS ASSOCIATION, INC.

AMENDMENT TO THE BYLAWS

ADD THE FOLLOWING TO ARTICLE 8 OF THE BYLAWS

6. Unit Leases: Any Unit Owner contemplating leasing his or her Unit or is about to enter into a lease shall comply with this Section of the Bylaws.

a. All Units are restricted to residential use only.

b. Any and all leases shall be in writing.

c. The term of any lease shall be for a period of not less than six (6) months.

d. A copy of the signed lease shall be provided to the Association within five (5) business days after entering into such agreement. Any reference to the financial terms of such lease may be obscured or removed from the copy provided to the Association.

e. The lease shall require that the Tenant provide proof of "Renter's Insurance" to the Unit Owner, and such insurance shall include liability insurance coverage of not less than $300,000 per occurrence. A certificate of insurance shall be provided by the Tenant to the Unit Owner, who shall in turn provide a copy to the Association.

f. The lease shall require that the Tenant comply with all terms, conditions and provisions of the Association's Declaration, Bylaws and Rules and Regulations as they exist at the time the lease is entered into and as those documents may be amended from time to time.

g. Prior to the first day of the lease term the Unit Owner shall provide the Tenant with a copy of the current Association's Declaration, Bylaws and Rules and Regulations, and shall provide the Tenant with any Amendments to those documents.

h. The Tenant may not assign, sublet, sublease or grant any license or right to use this unit, or any part thereof.

i. Any Unit Owner who has leased their Unit to a Tenant shall provide the Association with the Unit Owner's contact information, including address, telephone number(s) and email address, and shall immediately notify the Association if that information changes.

j. Notwithstanding any provision within the Lease, the Unit Owner shall remain liable for any and all injury or damage to the Association, individual Unit Owners and their family or other caused by the Tenant or arising out of the use of Unit by others.

k. The Association shall maintain a register of all leased units, and shall provide such information to any Unit Owner requesting same.

l. A Unit Owner who has entered into a lease prior to the effective date of this Amendment shall, within fifteen (15) days, disclose to the Association, if not previously done so, the name of the Tenant(s) and provide to the Association a signed copy of the lease. Any reference to the financial terms of such lease may be obscured or removed from the copy of the lease provided. The renewal of any lease originally entered into prior to the effective date of this Section shall fully comply with this Section 6.

m. The Board shall notify any Unit Owner who has failed to comply with this Section 6 in writing of the violation and require the Unit Owner to rectify the violation within ten (10) days of the notice. If the Unit Owner has failed to remedy the violation at the expiration of the ten (10) day period, the board may, in its sole and reasonable discretion, assess the Unit Owner an immediate penalty of One Hundred Dollars ($100), plus a fine of Fifty Dollars ($50) per day until the Unit Owner is in full compliance with this Section 6. Upon the assessment of a penalty under this Section 6, the Board shall deliver to the Unit Owner a written notice of the assessment. The Board shall maintain a copy of the written notice. Such penalty shall be deemed and in all respects shall be treated as an assessment against the Unit and Unit Owner. These penalties are in addition to any and all other remedies, penalties and fines provided for in the Association's Declaration, Bylaws or Rules and Regulations.

Signed and dated at Pleasant Prairie, Wisconsin, this 9th day of January, 2009.

Board of Directors for the Trillium Condominium at the Meadowlands

By: Earl F. Legler

Earl F. Legler

Title: President

THE TRILLIUM CONDOMINIUM AT THE MEADOWLANDS OWNERS ASSOCIATION, INC.

BY-LAW AMENDMENT

Effective January 8th, 2009 Article VIII is amended to add Section 6 to read:

Section 6. Unit Leases: Any Unit Owner contemplating leasing his or her Unit or is about to enter into a lease shall comply with this Section of the Bylaws.

a. All Units are restricted to residential use only.

b. Any and all leases shall be in writing.

c. The term of any lease shall be for a period of not less than six (6) months.

d. A copy of the signed lease shall be provided to the Association within five (5) business days after entering into such agreement. Any reference to the financial terms of such lease may be obscured or removed from the copy provided to the Association.

e. The lease shall require that the Tenant provide proof of "Renter's Insurance" to the Unit Owner, and such insurance shall include liability insurance coverage of not less than $300,000 per occurrence. A certificate of insurance shall be provided by the Tenant to the Unit Owner, who shall in turn provide a copy to the Association.

f. The lease shall require that the Tenant comply with all terms, conditions and provisions of the Association's Declaration, Bylaws and Rules and Regulations as they exist at the time the lease is entered into and as those documents may be amended from time to time.

g. Prior to the first day of the lease term the Unit Owner shall provide the Tenant with a copy of the current Association's Declaration, Bylaws and Rules and Regulations, and shall provide the Tenant with any Amendments to those documents.

h. The Tenant may not assign, sublet, sublease or grant any license or right to use this unit, or any part thereof.

i. Any Unit Owner who has leased their Unit to a Tenant shall provide the Association with the Unit Owner's contact information, including address, telephone number(s) and email address, and shall immediately notify the Association if that information changes.

j. Notwithstanding any provision within the Lease, the Unit Owner shall remain liable for any and all injury or damage to the Association, individual Unit Owners and their family or other caused by the Tenant or arising out of the use of Unit by others.

k. The Association shall maintain a register of all leased units, and shall provide such information to any Unit Owner requesting same.

l. A Unit Owner who has entered into a lease prior to the effective date of this Amendment shall, within fifteen (15) days, disclose to the Association, if not previously done so, the name of the Tenant(s) and provide to the Association a signed copy of the lease. Any reference to the financial terms of such lease may be obscured or removed from the copy of the lease provided. The renewal of any lease originally entered into prior to the effective date of this Section shall fully comply with this Section 6.

m. The Board shall notify any Unit Owner who has failed to comply with this Section 6 in writing of the violation and require the Unit Owner to rectify the violation within ten (10) days of the notice. If the Unit Owner has failed to remedy the violation at the expiration of the ten (10) day period, the board may, in its sole and reasonable discretion, assess the Unit Owner an immediate penalty of One Hundred Dollars ($100), plus a fine of Fifty Dollars ($50) per day until the Unit Owner is in full compliance with this Section 6. Upon the assessment of a penalty under this Section 6, the Board shall deliver to the Unit Owner a written notice of the assessment. The Board shall maintain a copy of the written notice. Such penalty shall be deemed and in all respects shall be treated as an assessment against the Unit and Unit Owner. These penalties are in addition to any and all other remedies, penalties and fines provided for in the Association's Declaration, Bylaws or Rules and Regulations.

Dated: 1/8/09

Earl F. Legler

By: Earl F. Legler, President

Christine Dase

By: Christine Dase, Secretary

TRILLIUM CONDO ASSOCIATION
ASSOCIATION VOTE
November 2008

Subject of vote: Unit Leases: Multiple Changes

The Amendment addition to Article 8, regarding specific unit lease requirements has been

The following responses were received by Christine Dase:

Owner:	Response:	Vehicle:
Pat & John Hoefflin	Approved	Email
Linda August	Approved	Email
Helen Kamanda-Kosseh	Approved	Ballot
Ida Schuch		
Amy & Scott DeYoung	Approved	Ballot
Bonnie & Paul Johnson	Approved	Email
Judy & Mark Kuyawa	Approved	Ballot
Beth Myers	Approved	Ballot
Steven Principe	Rejected	Email
Marilyn & Robert Williams	Approved	Ballot
Mary Brown & Earl Legler	Approved	Ballot
Donna Palmieri	Approved	Ballot
Melody & Dave McDonald		
Julie VerHagen	Approved	Email
Pat & Dan Burke	Approved	Ballot
Althea Mieske	Approved	Ballot
Christine Dase	Rejected	Ballot
Jan Legler	Rejected	Ballot
Perry Hartnell	Approved	Ballot
Sue Stotler & Rudy Haag	Approved	Ballot
Char Sepanski	Approved	Ballot / Email
Dorene & Jeff Martin	Approved	Ballot
Sakshi &Sumit Bector		
Sunita Virmani Iyer	Rejected	Ballot
Approved: 17 Rejected: 4		

Prepared by Christine Dase

Preliminary Operating Budget
Of
Pleasant Prairie Condominium Association, Inc.
Year End 12/31/03

OPERATING INCOME	
Condo Fees	115.00
Total Revenue	115.00
OPERATING EXPENSES	
Insurance	12.00
Legal/Accounting	5.00
Snow Removal	35.00
Electricity/Repairs & Maintenance	10.00
Lawn/Landscape	40.00
Contribution to Overall Association	3.00
General Reserve	10.00
Total Expenses	115.00
Net Income/Loss	0.00

SIGNIFICANT REGULATIONS

TABLE OF CONTENTS

Page

ASSESSMENTS 47

CONSENT RESOLUTION

The undersigned, being all of the directors of The Trillium Condominium at the Meadowlands Owner's Association, Inc., (the "Association"), acting pursuant to Wisconsin Statutes Section 181.0821 and Article VII, Section 2 of the Declaration of Condominium of The Trillium Condominium at the Meadowlands Condominiums, hereby unanimously adopt the following resolution as though adopted at a duly called meeting therefor:

> RESOLVED, any assessment or installment of assessment not paid within ten (10) days of its due date shall bear interest at the rate of twelve percent (12%) per annum on the unpaid amount calculated from the date the assessment or installment was first due until the date it is paid.

Executed at Waukesha, Wisconsin, this 7th day of July, 2003.

Timothy J. Smits, Director

Dean A. Frederick, Director

Michael J. Schiltz, Director

F:\USERS\RRK\Clients\Thomson Corporation 662\Pleasant Prairie 662.0457\disclosure materials revised 7-17-03.wpd

PLEASANT PRAIRIE CONDO, LLC
OPERATING AGREEMENT

THIS AGREEMENT ("this Agreement") is made and entered effective as of the15th day of March, 2002, among the undersigned members collectively, the "Members" of PLEASANT PRAIRIE CONDO, LLC, a Wisconsin limited liability company (the "Company"), for purposes set forth below, and RICHARD R. KOBRIGER (the "Organizer") solely for the purpose of making the acknowledgment at the end of this Agreement, is effective as to each Member as of the date of his or her execution hereof.

W I T N E S S E T H :

WHEREAS, the Members have caused the formation of the Company by having the Organizer file with the Wisconsin Department of Financial Institutions Articles of Organization, a copy of which is attached hereto as Exhibit "A" and the terms of which are incorporated by this reference, as provided in Chapter 183 of the Wisconsin Statutes entitled "Limited Liability Companies," also referred to as the Wisconsin Limited Liability Company Law (the "WLLCL"); and

WHEREAS, the Members are hereby affirming their respective memberships in the Company, acknowledging the contributions and the values thereof made by each of them as reflected in Exhibit "B" hereto, and assenting to the operation of the Company under the WLLCL.

NOW, THEREFORE, in consideration of the premises and promises herein contained, the undersigned do hereby agree as follows:

1. Capital Contributions. Each Member has contributed the property described in Exhibit "B," which contributions the Members have unanimously valued as set forth therein as required by Section 183.0501 of the WLLCL.

2. Purposes. The purposes of the Company are to engage in the business of the acquisition and development of Lots 43 through 54 of Meadowlands and Meadowlands Addition No. 2 in the village of Pleasant Prairie, Kenosha County, Wisconsin, and such other business as the members may mutually agree from time to time.

3. Interest in Company. The interest of the Members in the profits and losses of the Company shall be the percentage set after each Member's name as follows:

Thomas J. Thomson 1992 Revocable Trust - 10%
Dorothy Thomson - 15%
Barbara Zalewski - 15%
Timothy J. Smits - 20%
Dean A. Frederick - 20%
Michael J. Schiltz - 20%

4. Capital Accounts and Advances.

(a) A separate capital account shall be maintained and adjusted for each Member on the books and records of the Company in accordance with the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated under the Code. The capital accounts of the Members as of the date hereof are as set forth in the attached Exhibit "C."

(b) If the cash receipts, borrowing and capital of the Company are insufficient to satisfy any legitimate expenditure of the Company, then, upon the request of any Member, each Member shall advance to the Company its pro rata share of the amount required to make such expenditure based on its share in the profits and losses of the Company as set forth in Paragraph 3 above. The obligations of the Members to make advances pursuant to the foregoing sentence only benefit and bind the Members as between themselves and do not benefit any third parties, and no creditor of the Company or any other third party shall have any rights with respect thereto and shall have no right whatsoever to cause any Member to advance any amount to the Company.

5. Management. The business and affairs of the Company shall be managed and controlled by the Members. Except as otherwise specifically provided herein, all decisions of the Members with respect to the management and control of the Company, any course of action to be taken by the Company or any determination to be made by the Company shall be made or granted by the affirmative vote, approval, or consent of Members holding a majority of the interests in the profits and losses of the Company held by the Members. Each Member shall devote such of his time and energies as he deems reasonably necessary to carry out his duties under this paragraph. It is acknowledged that each Member has other business interests and activities which require most of his time. Each Member shall have the right to engage in any other business or activity (including, but not limited to, businesses and activities that are similar to the business of the Company) and to compete, directly or indirectly, with the business of the Company. Neither the Company nor any other Member shall have any claim as a result of any such businesses, activities or competition. Neither the Company nor any other Member shall have any right, by virtue of this Agreement or the relationship among the Members with respect to the Company, to share or participate in such other businesses or activities of another Member or to the income or proceeds delivered therefrom.

6. Intentionally Omitted.

7. Distributions prior to Dissolution. Prior to the dissolution of the Company, the cash receipts of the Company shall be applied and distributed as follows:

(a) Provision shall be first made for sufficient working capital and payment of the expenses of the company, including, without limitation by enumeration, the cost of the following: repairs and maintenance, debt service costs, obligations of the Company pursuant to the terms of leases, professional fees, management fees and any other ordinary and necessary expenditures incidental to the business of the Company;

(b) Thereafter funds shall be distributed to the Members in repayment of advances made pursuant to the provisions of Paragraph 4(b) above.

(c) Thereafter funds shall be distributed to the Members in proportion to their interests in the profits and losses of the Company.

8. Members.

(a) The initial members of the Company shall be the Members.

(b) A Member may not, and shall have no power or right to, voluntarily withdraw as a Member of the Company.

(c) A Member shall cease to be a member of the Company upon the occurrence of, and at the time of, any of the events set forth at Section 183.0802 (1) of the WLLCL, except Sections 183.0802(1)(a) and 183.0802(1)(f)2.

(d) Upon the death of a Member, the deceased's estate shall automatically become a Member in place of the deceased.

(e) If a Member ceases to be a member of the Company and continues to hold interest in the Company, such dissociated Member's interest in the Company shall be limited to the right to receive the allocations and distributions of the Company, pursuant to this Agreement, that apply with respect to the interest retained. A dissociated Member shall have no right, under Section 183.0604 of the WLLCL or otherwise, to receive a distribution in complete or partial redemption of the dissociated Member's interest in the Company.

(f) A Member shall not cease to be a member of the Company in the event of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate. If such an order is entered, the guardian or legal representative of the incompetent Member shall act on behalf of the incompetent Member in connection with the Company and shall exercise on behalf of the incompetent Member all of the incompetent Member's rights hereunder.

9. Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

(i) By the written consent of all of the Members;

(ii) Upon the sale of all of the real estate owned by the Company;

(iii) The Company has only one (1) Member;

(iv) A Member ceases to be a member of the Company pursuant to Paragraph 8(c) hereof, unless, within ninety (90) days after a Member ceases to be a member of the Company, the business of the Company is continued with the consent of all Members; or

(b) Upon the dissolution of the Company, the Company shall take full account of the Company's assets and liabilities and the assets shall be liquidated as promptly as consistent with obtaining the fair market value thereof, except to the extent that the Company determines to distribute any assets in kind. The liquidation proceeds therefrom and any assets to be distributed in kind shall be distributed in the following order of priority:

(i) Payment to creditors (including, to the extent permitted by law, Members who are creditors) in satisfaction of the liabilities of the Company;

(ii) Establishment of reserves for contingent or unforeseeable liabilities or obligations which the Members deem necessary or appropriate (unused reserves when determined by the Members to be no longer needed shall be distributed in accordance with this Paragraph); and

(iii) Distributed to the Members in accordance with their positive capital account balances, after giving effect to all contributions, distributions and allocations for all periods. Any asset distributed in kind to any Member shall be valued at its fair market value as determined by the agreement of all Members or by an independent appraisal. Any assets distributed in kind shall be distributed pro rata to all Members, unless all other Members otherwise agree.

10. Transfers of Interests.

(a) General Restrictions. No Member shall sell, transfer, give, assign, bequeath, devise, pledge or otherwise encumber or divest (hereinafter sometimes referred to collectively as "Transfer") itself of ownership or control of all or any part of its interest in the Company except in accordance with the terms of this Agreement.

(b) Permitted Transfer. A Member may Transfer all or any part of its interest in the Company to any of the following class without the approval of the Company: Thomas Thomson, Dorothy Thomson, Barbara Zalewski, Timothy J. Smits, Dean A. Frederick, Michael J. Schiltz; his or her spouse; his or her children; a trust created for the benefit of one or more of himself or herself, his or her spouse or his or her children; or a Company or corporation in which one or more of them or their immediate family owns more than fifty percent (50%) of the Company or voting stock interest.

(c) Transfer With Approval. A Member may transfer its interests in the Company to any party not referred in Paragraph 10(b) above, upon obtaining the approval of all of the Members of the Company, which approval shall not be unreasonably withheld.

(d) Transfer in Contravention of Agreement. In the event that any party shall Transfer any interest in the Company, whether voluntarily or by the operation of the law, in contravention of the terms of this Agreement, such action shall be deemed to be an offer to sell the entire interest of the transferor Member to the other Member subject to the following term and conditions.

(i) Said offer to sell shall be deemed to be made to the other Members, who may, at its option by written notice given to the transferor Member within twenty-five (25) days

after it receives notice of the Transfer in contravention of this Agreement, purchase the entire interest of the transferor for an amount equal to the net book value of the transferor Member's interest in the Company immediately before the Transfer in contravention of this Agreement. At closing, the amount due to the transferor Member shall be evidenced by a promissory note payable over ten (10) years in thirty-nine (39) equal quarterly direct amortization payments of principal and interest, based upon an amortization scheduled of twenty-five (25) years, with the fortieth (40th) payment being equal to the entire remaining balance at such time, with interest at two percent (2%) above the prime rate charged by U.S. Bank of Milwaukee, Wisconsin, on the date of the election to purchase, but not to exceed twelve percent (12%) per annum.

(ii) In the event that the remaining Members do not elect to purchase the interest of the transferor Member in accordance with the provisions of Paragraph 10(d) above, then the Transfer in contravention of the Agreement shall be permitted, provided, however, that the transferee shall not become a substituted Member hereunder and shall not be entitled to participate in or interfere with any decisions affecting the Company or its business affairs, but further provided, however, that such Transfer shall not be deemed to terminate the Company and that the transferee shall be entitled to the transferor Member's interest in the profits and losses of the Company and shall be responsible for making advances in accordance with the provisions of Paragraph 4(b) above. In addition, any subsequent Transfer by said transferee, to whomever made, shall be deemed to be a Transfer in contravention of this Agreement and shall be subject to the provisions in this Paragraph 10(d).

(e) No transferee of an interest in the Company, except any transferee who obtains its interest pursuant to any of the provisions of Paragraph 10(b), 10(c) or 10 (d)(ii) hereof, shall become a Member without the written consent of all Members (other than any Member who has transferred such interest to the transferee) which consent may be withheld by any Member in such Member's absolute discretion. Any transferee of an interest in the Company, who does not become a Member, shall not be entitled to in any way participate in the management and control of the business and affairs of the Company and the transferee shall only be entitled to receive that portion of the allocations and distributions of the Company to which the transferor would have been entitled to under this Agreement with respect to the interest transferred to the transferee. The interest in the Company of any transferee of an interest in the Company shall be subject to all the restrictions on transfer which apply to a Member's interest under this Paragraph 10.

11. Contracts or Commitments.

(a) No Member shall enter into any contract or commitment on behalf of the Company or otherwise obligate the Company, whether absolutely or contingently, without the approval of the Members in accordance with Paragraph 5 above. Each Member hereby agrees to indemnify and hold the other Members harmless from and against any and all debts, obligations, liens, judgements or contingencies which arise as a result of its acts outside the scope of the Company or which arise as a result of a violation of the provisions of this paragraph.

(b) Notwithstanding Paragraph 11(a) above, deeds and land contracts necessary to effect any sale or conveyance of subdivided vacant lots, subdivided lots improved with a residential building, or condominium units by the Company shall be executed by Timothy J. Smits.

12. Giving Approval and Joining in Documents. Except as otherwise provided at Paragraph 10(e) hereof, no approvals or consent required by any Member shall be unreasonably withheld. Each Member agrees to join in all instruments required to be executed by the Members whether expressly required pursuant to the terms of this Agreement, or in furtherance of any action agreed upon by the Company in accordance with the provisions of Paragraph 5, above.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

14. Financial Condition. The Most recent financial statement of the Company as of the execution hereof is attached hereto as Exhibit "D."

15. Amendment. The Agreement shall be amended only by the written consent of all the Members.

16. Duplicate Originals. Duplicate Originals of this Agreement may be executed by any or all of the parties hereto and shall stand with the same force and effect as if simultaneously executed by the parties.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date set forth opposite their names below.

Signatures:

Name	Address	Date
Thomas J. Thomson	12760 West North Avenue Brookfield, Wisconsin 53008	5/16/02
Dorothy Thomson	12760 West North Avenue Brookfield, Wisconsin 53008	6/10/02
Barbara Zalewski	12760 West North Avenue Brookfield, Wisconsin 53008	May 21, 2002
Timothy J. Smits	12760 West North Avenue Brookfield, Wisconsin 53008	6/6/02
Dean A. Frederick	12760 West North Avenue Brookfield, Wisconsin 53008	MAY 23 2002
Michael J. Schiltz	12760 West North Avenue Brookfield, Wisconsin 53008	5-29-02

ACKNOWLEDGMENT

THE UNDERSIGNED hereby acknowledges that Exhibit "A" hereto contains a true and correct copy of the Articles of Organization filed by me with the Wisconsin Secretary of State to organize the Company.

Richard R. Kobriger, Organizer

F:\USERS\RRK\Clients\Thomson Corporation 662\Pleasant Prairie 662.0457\agr-operating new 5-17-02.wpd



Sec. 183.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF ORGANIZATION - LIMITED LIABILITY COMPANY

Executed by the undersigned for the purpose of forming a Wisconsin limited liability company under Ch. 183 of the Wisconsin statutes:

Article 1. **Name of the limited liability company:**
Pleasant Prairie Condo, LLC

Article 2. **The limited liability company is organized under Ch. 183 of the Wisconsin Statutes.**

Article 3. **Name of the initial registered agent.**
Timothy J. Smits

Article 4. **Street address of the initial registered office.**
12760 West North Avenue
Brookfield, WI 53008

Article 5. **Management of the limited liability company shall be vested in:**
Its members

Article 6. **Name and complete address of each organizer:**
Richard R. Kobriger
1601 East Racine Avenue, Suite 200
Post Office Box 558
Waukesha, WI 53187-0558

Other Information **This document was drafted by:**
Richard R. Kobriger

Signature
Richard R. Kobriger

Contact Information:
Richard R. Kobriger
1601 East Racine Avenue, Suite 200
Post Office Box 558
Waukesha, WI 53187-0558
rrk@cmhlaw.com
262-542-4278

Date & Time of Receipt
3/22/2002 10:50:58 AM

Credit Card Transaction Number
200232259259

	FILING FEE	$ 130.00

ENDORSEMENT

State of Wisconsin
Department of Financial Institutions

EFFECTIVE DATE	Name Check Initials
3/22/2002	AEP

FILED 3/25/2002	Examiner's Initials AEP
	Entity ID Number P039495

SPOUSAL CONSENT AND ACKNOWLEDGMENT

I acknowledge that I have read the foregoing Operating Agreement and that I understand its contents. I am aware that by its provisions my spouse agrees to sell all his/her Membership Interest of Pleasant Prairie Condo, LLC held by him/her on this date, or hereafter acquired, upon the occurrence of certain events: I am further aware that included in such a sale shall be any interest I have in the Membership Interest (including without limitation any right or interest by operation of the Wisconsin Marital Property Act, chapter 766 of the Wisconsin Statutes, or by operation of any other law) and the interest of any of my heirs, legatees, or other transferees. I consent to such a sale, approve the provisions of the Operating Agreement, agree to sell any interest I may have in any such Membership Interest as required by the Operating Agreement, agree that the Membership Interest and my interest in it are subject to the provisions of the Operating Agreement, and direct the personal representative of my estate to promptly comply with all of the provisions of the Operating Agreement. I further agree that I will take no action at any time to hinder the operation of the Operating Agreement as to the Membership Interest or any interest that I or my transferees have in it.

Date: May 21, 2002

Spouse of Barbara Zalewski

Date: June 10, 2002

LISA M. SMITS

Spouse of Timothy J. Smits

Date: MAY 23, 2002, 2002

Spouse of Dean A. Frederick

Date: May 29, 2002, 2002

Spouse of Michael J. Schiltz

EXHIBIT "B"

Member	Property Contributed	Value
Thomas J. Thomson 1992 Revocable Trust	Cash	$28,000.00
Dorothy Thomson	Cash	$42,000.00
Barbara Zalewski	Cash	$42,000.00
Timothy J. Smits	Cash	$56,000.00
Dean A. Frederick	Cash	$56,000.00
Michael J. Schitz	Cash	$56,000.00

ppbs

EXHIBIT "C"

As of June 6, 2002, the initial capital account of the investing Members is represented by their actual investments as follows:

Thomas J. Thomson 1992 Revocable Trust	$28,000.00
Dorothy Thomson	$42,000.00
Barbara Zalewski	$42,000.00
Timothy J. Smits	$56,000.00
Dean A. Frederick	$56,000.00
Michael J. Schitz	$56,000.00

Pleasant Prairie Condo LLC
Balance Sheet
As of 6/6/02

EXHIBIT "D"

ASSETS		
Current Assets		
Cash	$280,000.00	
Total Current Assets		$280,000.00
Total Assets		$280,000.00
LIABILITIES & STOCKHOLDER'S EQUITY		
Long Term Liabilities		
Total Long Term Liabilities		$0.00
Stockholder's Equity		
Thomas J. Thomson 1992 Revocable Trust	$28,000.00	
Dorothy Thomson	$42,000.00	
Barb Zalewski Opening Capital	$42,000.00	
Tim Smits, Opening Capital	$56,000.00	
Dean Frederick Opening Capital	$56,000.00	
Mike Schiltz, Opening Capital	$56,000.00	
Total Stockholder's Equity		$280,000.00
Total Liabilities & Stockholder's Equity		$280,000.00

EXHIBIT A

Legal Description

Lots 43-48 inclusive, in Meadowlands Addition No. 1, replatting Lots 14 and Lots 21 through 33 of Meadowlands, in part of the Southwest ¼, Southeast ¼, and Northeast ¼ of the Southwest of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin

and:

Lots 49-54, inclusive, in Meadowlands Addition No. 2, being part of the Southwest ¼, Southeast ¼, Northwest ¼, and Northeast ¼ of the Southwest ¼ of Section 22, Township 1 North, Range 22 East, in the Village of Pleasant Prairie, Kenosha County, Wisconsin.

Trillium Condo Association
August 2006 Budget

Checking:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Renenue:				ACTUALS						FORECAST			
Open Account	130.00		130.00										260.00
Assoc Fees & New Owner		5860.31	2894.64	3380.00	2990.00	3120.00	2960.00	3120.00	3120.00	3120.00	3120.00	3120.00	36804.95
													0.00
Total Revenue:	130.00	5860.31	3024.64	3380.00	2990.00	3120.00	2960.00	3120.00	3120.00	3120.00	3120.00	3120.00	37064.95
Operating Expenses:													
Income Tax Expense													0.00
Legal & Accounting			495.00										495.00
Lawn & Yard Care				2007.79		4015.58	2007.79	2007.79	2007.79	2007.79	2007.79		16062.32
Mulch Common Area								2000.00					
Insurance Expense							7322.00	874.00					8196.00
Office Supplies & Expense		115.12		7.80									122.92
Snow Removal			267.50			279.91					0.00	0.00	547.41
Refuse Collection													0.00
Repairs & Maintenance													0.00
Wi. Nonstock Corp					10.00								10.00
													0.00
Miscellaneous Expense													0.00
Total Expenses:	0.00	115.12	762.50	2015.59	10.00	4295.49	9329.79	4881.79	2007.79	2007.79	2007.79	0.00	27433.65
Beginning Balance:	0.00	130.00	5875.19	8137.33	9501.74	12481.74	11306.25	4936.46	3174.67	4286.88	5399.09	6511.30	
Total Revenue:	130.00	5860.31	3024.64	3380.00	2990.00	3120.00	2960.00	3120.00	3120.00	3120.00	3120.00	3120.00	
Total Expense:	0.00	115.12	762.50	2015.59	10.00	4295.49	9329.79	4881.79	2007.79	2007.79	2007.79	0.00	
Ending Balance:	130.00	5875.19	8137.33	9501.74	12481.74	11306.25	4936.46	3174.67	4286.88	5399.09	6511.30	9631.30	

Savings:	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Trans from Thompson		5279.25	260.00	260.00									5799.25
Open Account	130.00		-130.00										0.00
Interest	0.08	4.35	8.65	8.70	10.41	9.48	9.82						51.49
Total:	130.08	5283.60	138.65	268.70	10.41	9.48	9.82	0.00	0.00	0.00	0.00	0.00	5850.74
	130.08	5413.68	5552.33	5821.03	5831.44	5840.92	5850.74	5850.74	5850.74	5850.74	5850.74	5850.74	