Bylaws
Servite Manor Homes Association LTD

BY-LAWS

OF

SERVITE MANOR CONDOMINIUM

8018 West Capitol Drive
Milwaukee, Wisconsin 53222

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SERVITE MANOR HOMES ASSOCIATION, LTD.

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BY-LAWS
OF
SERVITE MANOR HOMES ASSOCIATION, LTD.

ARTICLE I

NAME AND LOCATION

Section 1. NAME. The name of this Association shall be SERVITE MANOR HOMES ASSOCIATION, LTD.

Section 2. LOCATION. The principal office of the Association shall be 8018 West Capitol Drive, Milwaukee, Wisconsin 53222. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. APPLICATION. These By-Laws, together with the Declaration of Condominium of Servite Manor Condominium, hereafter called the "Declaration," all amendments to the foregoing, all rules and regulations passed by the Association, and Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time, hereafter called the "Act," shall apply to, govern and control the Condominium property and any and all present or future owners, tenants, and other persons using it. The acquisition, rental, occupancy or use of a Unit (as defined in the Declaration), shall be construed as acceptance and ratification of these By-Laws by all such persons.

Section 2. MEMBERS. The record owners of fee title to any Unit and the undivided interest in the Common Elements appurtenant thereto, as defined in the Declaration, including contract purchasers, shall be members of this corporation.

Section 3. INITIAL ORGANIZATION. Notwithstanding any provision set forth in these By-Laws to the contrary, SERVITE MANOR, INC., the Declarant and hereafter called the "Declarant," shall designate the initial Board of Directors, consisting of three (3) persons who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Declarant, shall continue to serve as follows:

(i) Prior to or contemporaneously with the conveyance of 25% of the undivided interest in the Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Unit owners shall be called, at which time one (1) member of the initial Board of Directors, or their successors, as designated by Declarant, shall tender his resignation and the Unit owners, other than the Declarant, shall elect one (1) new member of the Board of Directors in accordance with the provisions of Article V of these By-Laws;

(ii) Subsequent to the special meeting called in accordance with paragraph (i) above but prior to or contemporaneously with the conveyance of 50% of

the undivided interest in the Common Elements by Declarant to purchasers, a special meeting of the Unit owners shall be called, at which time one (1) other member of the initial Board of Directors, or his successor, as designated by the Declarant, shall tender his resignation, and the Unit owners, other than Declarant, shall elect one (1) new member of the Board of Directors in accordance with the provisions of Article V of these By-Laws;

(iii) Notwithstanding paragraphs (i) and (ii) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of 75% undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the Unit owners 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 in accordance with paragraphs (i) and (ii) above, shall tender their resignations, and the unit owners 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 three (3) persons, including such

new members as may have been elected pursuant to paragraphs (i) and (ii) above, in accordance with the provisions of Article V of these By-Laws.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. VOTING. Every Unit owner upon acquiring title to a unit, shall automatically become a member of the Association and shall be entitled to One (1) vote. If a Unit is owned by more than one person, 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 and filed with the Secretary of the Association. If the owners of a Unit cannot agree on one person to vote, such Unit shall lose its vote until it complies with the preceding sentence. If a Unit is owned by a corporation, a partnership, or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation, or managing partner of the partnership, or other duly qualified person, and filed with the Secretary of the Association. All such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. 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.

Section 2. MAJORITY OF OWNERS. As used in these By-Laws the term "majority of owners" shall mean more than fifty percent (50%) of all of the votes entitled to be cast.

Section 3. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of owners shall constitute a quorum.

Section 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

MEETINGS

Section 1. ROSTER OF UNIT OWNERS. The Association shall maintain a current roster of names and addresses of every Unit owner upon which notice of meetings of the Association shall be given. Every Unit owner shall furnish the Association with his or her or its name and current mailing address; no Unit owner 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 place of business or such other suitable place convenient to the Unit owners as may from time to time be designated by the Board of Directors.

Section 3. ANNUAL MEETINGS. The annual meetings of the Association shall be held on the first business day of October of each year. At such meetings there shall be elected by ballot of the Unit owners one or more members of the Board of

Directors in accordance with the requirements of these By-Laws. The Unit owners may also transact such other business of the Association as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Unit owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of Owners and having been 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 unless by consent of a majority of the votes present (in person or by proxy).

Section 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary to 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 Unit owner 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 Unit owners. The delivery or mailing of a notice in the manner provided in this Section shall be considered adequate notice, and such notice shall be effective upon the date of delivery or mailing.

Section 6. ADJOURNED MEETINGS. If any meeting of Unit owners cannot be organized because of a lack of a quorum, the Unit owners 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 unit owners 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) Report of committees.

(f) Election of directors (when applicable).

(g) Old business.

(h) New business.

Section 8. PARLIMENTARY PROCEDURE. Except where inconsistent with these By-Laws, 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 composed of three (3) persons, subject to the provisions of Article II, Section 3 hereof.

Section 2. ELECTION AND TERM OF OFFICE. At any special meeting of the Association called in accordance with the provisions of Article II, Section 3, hereof, the term of office

of each of the new members of the Board of Directors elected in accordance therewith shall be fixed as follows:

(i) with respect to the one (1) new member elected at a special meeting in accordance with paragraph (i) of Section 3 of Article II, the term of each such member shall be fixed at such special meeting so as to expire on the anniversary of the annual meeting next succeeding the special meeting;

(ii) with respect to any one (1) new member who may have been elected at a special meeting in accordance with paragraph (ii) of Section 3 of Article II, the term of each such member shall be fixed at such special meeting as to expire on the anniversary of the annual meeting next succeeding the special meeting;

(iii) with respect to any new members elected at a special meeting in accordance with paragraph (iii) of Section 3 of Article II, the term of each such member shall be fixed at such special meeting, unless fixed at an earlier special meeting, as hereinabove provided, so that of the new members comprising the Board of Directors, (a) the term of one (1) new member shall be fixed so as to expire on the anniversary of the annual meeting next succeeding such special meeting or such earlier special meeting, as the case may be; (b) the term of one (1) new

member shall be fixed so as to expire on the third anniversary of the annual meeting next succeeding the special meeting called in accordance with paragraph (iii) of Section 3 of Article II; and (c) the term of one (1) new member shall be fixed so as to expire on the second anniversary of the annual meeting next succeeding the special meeting called in accordance with paragraph (iii) of Section 3 of Article II.

At the expiration of the initial term of office of each respective new member of the Board of Directors, or his successor shall be elected to serve a term as follows:

(i) with respect to such new members whose terms were fixed so as to expire on the anniversary of the respective annual meeting next succeeding the respective special meeting at which they were elected, their respective successors shall be elected at the annual meeting next succeeding the respective special meeting at which their respective predecessors were elected, to serve a term of one (1) year;

(ii) with respect to such new members whose terms were fixed so as to expire on the third anniversary of the annual meeting next succeeding the special meeting at which they were elected, their respective successors shall be elected at the annual meeting held on the third anniversary of the annual

meeting next succeeding the respective special meeting at which their predecessors were elected, to serve a term of three (3) years; and

(iii) with respect to such new members whose terms were fixed so as to expire on the second anniversary of the annual meeting next succeeding the special meeting at which they were elected, their respective successors shall be elected at the annual meeting next succeeding the special meeting at which their predecessors were elected, to serve a term of two (2) years.

The members of the Board of Directors shall hold office until their respective successors have been elected and have held their first meeting.

Section 3. POWERS AND DUTIES. The Board of Directors shall have the powers and the duties of administration of the condominium property and among other duties may 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 operations, use and occupancy of the condominium property.

(2) Make and collect assessments from the Unit Owners in accordance with the provisions of the Declaration, and expend said assessments for insur-

ance, 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;

(4) Satisfy all liens against the Condominium property, and pay all 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;

(6) Create committees, either standing or special, and fix the responsibility of each such committee;

(7) Perform such other functions as required by law, the Declaration and these By-Laws.

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

Section 5. VACANCIES. Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even if they 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 unit owners may be removed, with or without cause, by a majority of owners and a successor may then and there to be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit owners shall be given an opportunity to be heard at the meeting.

Section 7. ORGANIZATION MEETING. The first meeting of a Board of Directors, 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, provided a majority of the whole Board shall be present.

Section 8. REGULAR MEETINGS. Regular meetings of the Board of Directors 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 of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least (3) days prior to the day named for such meeting.

Section 9. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) directors.

Section 10. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof. 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 of Directors, a quorum for the transaction of business shall be two (2) and the acts of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the Director

present may adjourn the meeting from time to time and provide notice of the adjourned meeting to all Directors. 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 of Directors may require that all officers and employees of the Association handling or responsible for Association funds furnish fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 13. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

OFFICERS

Section 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The President, Vice President and Secretary shall be unit owners or the duly appointed voting designee thereof. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each Board after one or more Directors have been newly elected, and shall hold office at the pleasure of the Board.

Section 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without a cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Board of Directors, and shall have all of the general powers and duties which are usually vested in the office of President including, but not limited to, the power to appoint committees from among the Unit owners 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 5. VICE PRESIDENT. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint another member of the Board to so act on an interim basis. The Vice President shall also

perform such other duties as shall from time to time be imposed by the Board of Directors.

Section 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; and shall have charge of such books and papers as the Board of Directors may direct; and shall, in general, perform all the duties incident to the office of Secretary.

Section 7. 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, and 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 of Directors.

Section 8. COMPENSATION. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Board of Directors.

ARTICLE VII

LIABILITY OF DIRECTORS AND OFFICERS; INDEMNIFICATION

Section 1. LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such

person (a) exercised and used the same degree of care and skill as a prudent person would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

Section 2. INDEMNITY OF DIRECTORS AND OFFICERS. Every person who is or was a director or officer of the Association, or a member of a committee designated by the Board of Directors, shall (together with the heirs, executors and administrators of such person) be defended and indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees if defense is not provided by the Association) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be

indemnified has not been guilty of willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that no provisions in this Article XII shall be deemed to obligate the Association to indemnify any member or owner of a unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Act, the Declaration, the Articles and these By-Laws, as a member of the Association, or owner of a unit covered thereby.

ARTICLE VIII

OBLIGATIONS OF THE UNIT OWNERS

Section 1. MAINTENANCE AND REPAIR.

(a) Every Unit owner shall promptly perform all maintenance and repair work within his or its own

Unit and within or on the Limited Common Elements appurtenant to such Unit, and shall be responsible for the damages and liabilities that the failure to do so may cause.

(b) Every Unit owner shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such owner, its tenant, agent or any other user or occupant of the Unit.

Section 2. USE OF COMMON ELEMENTS AND FACILITIES. No Unit owner shall place or cause to be placed any objects of any kind in the Common Elements, except in the Limited Common Elements appurtenant to such Unit for the purposes for which they are intended, unless otherwise permitted by the Declaration, these By-Laws or any other rules and regulations of the Association.

Section 3. RIGHT OF ENTRY.

(a) Each Unit owner grants a right of entry to such owner's Unit to any property manager, management company or managing agent employed by the Board of Directors or to any other person authorized by the Board of Directors of the Association in case of an emergency, whether the Unit owner or any occupant is present at the time or not.

(b) Each Unit owner shall permit any professional property manager, management company or management agent employed by the Board of Directors or any other person authorized by the Board of Directors or other Unit owners, or their representatives, when so required, to enter such 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 Unit owner.

Section 4. [REPEALED by Board of Directors on August 20, 1986]

ARTICLE IX

AMENDMENT

Section 1. BY MEMBERS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose by an affirmative vote of three-fourths (3/4) of all of the votes entitled to be cast, provided, however, that so long as Declarant is owner of any unit, which has not initially been sold, no such vote shall be effective without the consent of Declarant.

Section 2. BY DIRECTORS. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors by an affirmative vote of a majority of the directors present at any meeting at which a quorum is in attendance; but no By-Law adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-Law so adopted so provides. So long as Declarant is the owner of any unit which has not initially been sold, no action of the Board of Directors under this paragraph shall be effective without the consent of Declarant.

ARTICLE X

MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. NOTICE TO ASSOCIATION. Any Unit owner who permits or causes a Unit to be encumbered by a mortgage or mortgages, shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgagee or mortgagees. Such notice may also be served by any such mort-

gagee. The Secretary of the Association 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 the request of a mortgagee, a proposed mortgagee of purchaser who has a contractural 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 of 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, 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, the Association is barred from claiming under any lien, which is not properly filed in accordance with law prior to the request for the statement, against any such mortgagee, proposed mortgagee or purchaser.

Section 3. NOTICE TO MORTGAGEE. Any mortgagee of a Unit shall be entitled to written notice from the Association of any default by the then Unit owner or, if applicable, any then occupant of the unit, in the performance of any obligations set forth in these By-Laws, the Declaration, any amendments to the

foregoing or all rules and regulations of the Association, which is not cured within 30 days of such default, provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws 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.

Section 4. MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of the release of such mortgage, and the Secretary shall maintain all such information in the records of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

ARTICLE XI

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. In the event that any of these By-Laws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or the Declaration, as the case may be, will control.

ARTICLE XII

GENERAL

Section 1. FISCAL YEAR. The fiscal year shall begin on the first day of January and end on the last day of December of each year.

Section 2. SEAL. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed therein the name of the corporation and the words "Corporate Seal, Wisconsin."

Section 3. RECORD OR OWNERSHIP. Every unit owner shall promptly cause to be duly recorded the deed, assignment or other conveyance to him or his unit or other evidence of his title thereto and shall file any lease thereof with the Board of Directors, and the Secretary shall maintain all such information in the records of ownership of the Association.

Section 4. SUBORDINATION. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or the Act.

Section 5. INTERPRETATION. In case any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to

authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

Section 6. ACCESS TO ASSOCIATION RECORDS. Association records shall not be made available to any owner except on 48 hours prior written notice to the President or the Secretary, stating the reasons for and scope of such examination. No disclosure shall be made of the account of any individual member of such Association without such notice also being given to such member by the owner seeking information. No records are to be removed from the Association office. Any cost incidental to such examination shall be charged to the person seeking the information.

Section 7. PETS. A dog, weighing less than 35 pounds, a cat or other customary household pet may be kept in any unit, all subject to the following rules and regulations or those which may be hereafter adopted by the Association regarding same. The following rules are hereby created and must be adhered to:

(a) All pets must be on a leash when in the Common Elements.

(b) Use of the pet run is encouraged; however, pet owners are responsible for the cleaning up of the pet run after their pet. Clean-up facilities are to be provided (small broom, small shovel and plastic bags and container) by each pet owner.

(c) Pet owners are responsible for cleaning their pet's residue left on the grounds of all common and public areas, including patios and/or balcony (these must be cleaned at once).

(d) Pet owners are expected to keep pet noise and litter to an absolute minimum.

(e) Pet owners shall be responsible for all damage caused by their pet to lawns and shrubbery.

** END OF BY-LAWS**