BYLAWS

OF

WAREHOUSE LOFTS CONDOMINIUM OWNERS ASSOCIATION, INC.

TABLE OF CONTENTS

PAGE

PREAMBLE ... 1

ARTICLE I - NAME; ADDRESS & PURPOSE ... 1

ARTICLE II - DEFINITIONS ... 2

ARTICLE III - MEMBERS, VOTING & MEETINGS ... 5

3.1 MEMBERS ... 5
3.2 RIGHTS OF DECLARANT ... 7
3.3 QUORUM AND PROXIES FOR MEMBERS' MEETINGS ... 7
3.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS ... 7
3.5 METHOD OF CONDUCTING MEETINGS ... 8
3.6 ACTION BY WRITTEN BALLOT ... 8

ARTICLE IV - BOARD OF DIRECTORS ... 9

4.1 NUMBER AND QUALIFICATION OF DIRECTORS ... 9
4.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS ... 9
4.3 ELECTION AND TERM OF DIRECTORS ... 10
4.4 EXECUTIVE COMMITTEE ... 11
4.5 VACANCIES ... 11
4.6 REMOVAL OF DIRECTORS OR MEMBERS OF EXECUTIVE COMMITTEE ... 12
4.7 REGULAR MEETINGS AND NOTICE ... 12
4.8 SPECIAL MEETINGS AND NOTICE ... 12
4.9 WAIVER OF NOTICE ... 12
4.10 QUORUM OF DIRECTORS - ADJOURNMENTS ... 12
4.11 FIDELITY B ONDS ... 13

ARTICLE V- OFFICERS ... 13

5.1 DESIGNATION, ELECTION AND REMOVAL ... 13
5.2 PRESIDENT ... 13
5.3 VICE-PRESIDENT ... 13
5.4 SECRETARY ... 14
5.5 TREASURER ... 14
5.6 LIABILITY OF DIRECTORS AND OFFICERS ... 14
5.7. COMPENSATION ... 14

ARTICLE VI - OPERATION OF THE PROPERTY 15

6.1 THE ASSOCIATION ... 15
6.2 RULES ... 15
6.3 COMMON EXPENSES ... 16
6.4 OPERATING BUDGET ... 16
6.5 DEFAULT ... 18

ARTICLE VII - REPAIRS AND MAINTENANCE ... 19

7.1 INDIVIDUAL UNITS ... 19
7.2 COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ... 20
7.3 DISPUTES ... 20
7.4 ASSOCIATION SERVICES AND INSURANCE ... 21

ARTICLE VIII - DUTIES & OBLIGATIONS OF UNIT OWNERS ... 21

8.1 RULES ... 21
8.2 MAINTENANCE AND REPAIR OF UNITS ... 24
8.3 LIMITED COMMON ELEMENTS ... 24

ARTICLE IX - INSURANCE ... 24

9.1 CASUALTY INSURANCE ... 24
9.2 WAIVER OF SUBROGATION; APPRAISAL ... 25
9.3 LIABILITY INSURANCE ... 25
9.4 APPOINTMENT OF ASSOCIATION ... 25
9.5 UNIT OWNER INSURANCE ... 26

ARTICLE X - DAMAGE & RECONSTRUCTION ... 26

10.1 MINOR DAMAGE ... 26
10.2 MAJOR DAMAGE ... 27
10.3 CONFLICT ... 27

ARTICLE XI - CONDEMNATION ... 28

11.1 COMMON ELEMENTS ... 28
11.2 UNITS ... 28

ARTICLE XII - GENERAL ... 29

12.1 FISCAL YEAR ... 29
12.2 SEAL ... 29

ARTICLE XIII - AMENDMENTS ... 29

13.1 MEMBERS ... 29
13.2 RIGHTS OF DECLARANT ... 29

ARTICLE XIV - MISCELLANEOUS ... 30

14.1 RECORD OF OWNERSHIP ... 30
14.2 MORTGAGES ... 30
14.3 INDEMNITY OF OFFICERS AND DIRECTORS ... 30
14.4 SUBORDINATION ... 31

14.5 INTERPRETATION ... 31
14.6 NOTICES ... 32
14.7 BOARD CONSENT ... 32
14.8 INFORMAL ACTION AND TELEPHONIC MEETINGS ... 32

BYLAWS

OF

WAREHOUSE LOFTS CONDOMINIUM OWNERS ASSOCIATION, INC.

PREAMBLE

The following are hereby adopted as the Bylaws of the Warehouse Lofts Condominium Owners Association, Inc.

All present and future Unit Owners, Mortgagees, lessees and Occupants of Units and their guests, agents, employees and any other persons who may use the facilities of WAREHOUSE LOFTS CONDOMINIUM (hereinafter the "Condominium") in any manner are and shall be subject to the Declaration, the Articles of Incorporation, these Bylaws and all Rules made pursuant hereto and any amendment hereof. The acceptance of a deed of conveyance or a mortgage or the entering into of a land contract or lease or the act of occupancy of a Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, these Bylaws and any Rules made pursuant hereto and any amendment thereof are accepted, ratified and will be complied with.

These Bylaws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE I

Name, Address and Purpose

The name of the corporation is WAREHOUSE LOFTS CONDOMINIUM OWNERS ASSOCIATION, INC. (hereinafter the "Association"), which is a non-stock, non-profit corporation organized and existing under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes (hereinafter the "Corporate Law"). The initial principal office of the corporation is 413 North 2°d Street, Suite 100, Milwaukee, Wisconsin 53203. The purpose of the Association is

to serve as the Association of Unit Owners of WAREHOUSE LOFTS CONDOMINIUM located in the City of Milwaukee, Wisconsin, as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes (hereinafter the "Act") and subject to the terms and conditions of the Declaration for WAREHOUSE LOFTS CONDOMINIUM, which was recorded in the Office of the Register of Deeds of Milwaukee County on June , 2003 as Document No. (hereinafter the "Declaration").

ARTICLE II

Definitions

The terms used herein shall have the same meanings as set forth in the Act, the Declaration and as follows, unless the context otherwise requires:

(a) "Association" means WAREHOUSE LOFTS CONDOMINIUM OWNERS ASSOCIATION, INC., a non-stock, non-profit corporation organized and existing pursuant to the Corporate Law, its successors and assigns, which is the means through which the condominium unit owners, acting as a group, shall administer, manage, operate and control the Property.

(b) "Board" or "Board of Directors" mean the governing body of the Association, elected or designated as provided herein.

(c) "Common Elements" means all of the Condominium except its Units. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners. Other Common Elements are referred to as "Limited Common Elements". Some Common Elements are referred to as Restricted Common Elements due to the fact that although such areas are available for the nonexclusive use and enjoyment of all Unit Owners, access to such Restricted Common Areas is restricted and controlled by the Association for the safety of all Unit Owners.

(d) "Common Expenses" mean any and all expenses incurred by the Association in connection with the management of the Condominium, maintenance, repair and replacement of the Common Elements and administration of the Association, including expenses for maintenance, repair, replacement, landscaping, lawn care, snow removal, improvements to the Common Elements, security lighting, municipal utility services for the Common Elements, maintenance and management wages and fees of outside consultants or management personnel.

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

(f) "Condominium" means the Property together with the Units and Common Elements as they are currently constructed or as they may hereafter be constructed on the Property.

(g) "Condominium Documents" mean the Declaration, the Articles of Incorporation, these Bylaws and such Rules as may be adopted by the Board pursuant to these Bylaws.

(h) "Declarant" means Second Property, LLC, a Wisconsin limited liability company with offices in Milwaukee, Wisconsin and the successors and assigns of the Declarant pursuant to assignment in accordance with Section 33 of the Declaration.

(i) "Director" means a member of the Board.

(j) "Interest" means the proportionate undivided interest in the Common Elements appurtenant to each particular Unit in the Condominium.

(k) "Limited Common Elements" mean those Common Elements identified in the Declaration or the Plat as reserved for the exclusive use of one or more but less than all of the Unit Owners, which are appurtenant to such Unit(s).

(l) "Majority" or "Majority of Unit Owners" mean the Unit Owners with more than fifty percent (50%) of the votes assigned to the Units.

(m)"Membership List" means a list or roster of all Unit Owners, their Unit, the designated voter for that Unit, any appurtenant Limited Common Elements, such as parking spaces or storage lockers, any Mortgagee with an interest or lien on the Unit and such other information as the Board may require.

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

(o) "Occupant" means the Unit Owner or any other person or entity having possession of or residing in a Unit.

(p) "Property" means the real estate together with all buildings and improvements located thereon which is described in the Declaration and was submitted to the condominium form of ownership and such lands and improvements as are hereafter added to the Condominium in the manner described in the Declaration.

(q) "Rules" mean rules and regulations established by the Board as provided herein

(r) "Unit" means a separate freehold estate, which is a part of the Condominium intended for any type of individual, private or independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more f l oors (or parts thereof) with outer boundaries as described in the Declaration.

(s) "Unit Owner" means a person, combination of persons, a partnership (either general or limited), a corporation, a limited liability company, a trustee or any other legal entity, whether foreign or domestic, who holds legal title to a Unit which is part of the Property or who has

equitable ownership of a Unit as a land contract vendee, but the definition excludes those having an interest or lien in a Unit as security for the performance of an obligation. The Declarant is a Unit Owner with respect to each Unit to which it holds title. The terms "Member" and "Owner" may be used herein, at times, interchangeably with the term "Unit Owner" and shall have the same meaning.

ARTICLE III

Members, Voting and Meetings

3.1 Members. The Association shall have two (2) classes of voting membership, which will consist of Residential Unit Owners and Commercial Unit Owners. The class of voting membership is based on the type of Unit owned by the Unit Owner, i.e., Residential or Commercial. The Owners of Residential Units and of Commercial Units shall have the same voting powers, to wit: one vote for each Unit, subject however to the following limitations: (i) the Owners of Residential Units shall have the right to vote for and elect all but one (1) of the directors of the Association and to remove any directors elected by Residential Unit Owners with or without cause at any time and to fill all vacancies of all directors elected by Residential Unit Owners; and (ii) the Owners of the Commercial Units have the sole right to vote for and elect one (1) director of the Association and to remove any director elected by Commercial Unit Owners with or without cause at any time and to fill all vacancies of any director elected by Commercial Unit Owners. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. The Association shall maintain a current Membership List. Every Unit Owner shall furnish the Association with his name, Unit number and current mailing address, the name of the person designated to vote for his Unit, the name and address of any Mortgagee with an interest in

the Unit and a list of any Limited Common Elements appurtenant to the Unit and such other information as the Board may require. In the event of a change to any information on the Member List, the Unit Owner shall notify the Association, in writing, of such change, within ten (10) days after any such change. If title to a Unit is held by more than one (1) Unit Owner, the Membership related to that Unit shall be shared by such Unit Owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held; however, such Unit Owners shall designate one (1) person to cast the vote appurtenant to such Unit. Voting rights may not be split, and shared Membership interests must be voted pursuant to the designation contained in the Membership List. No Unit Owner or designated person may vote at meetings of the Association until such information is furnished. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the Unit Owners having an ownership interest in the Unit. In the event of a Unit Owner's failure to pay any assessments or other Common Expenses as and when due, the Unit Owner or Owners and their designate shall be prohibited from voting at any Membership meeting unless and until the amount outstanding has been paid in full. Each Membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and current mailing address of the new Unit Owner or Owners, identification of the Unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List, effective as of the date of transfer.

3.2 Rights of Declarant. Notwithstanding any other provisions contained in these Bylaws, Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the Directors and officers of the Association and to exercise the powers and responsibilities otherwise assigned by the Declaration, the Act, the Corporate Law or these Bylaws to the Association or its Directors and officers, until the earlier of thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers or ten (10) years from the date the first Unit is conveyed by Declarant to anyone other than Declarant. Each Unit Owner shall be deemed, by acceptance of any deed to any Unit, to agree, approve, and consent to the right of Declarant to so control the Association.

3.3 Quorum and Proxies for Members' Meetings. A quorum for Members' meetings shall consist of a Majority of Unit Owners. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Except as otherwise provided herein, the act of a Majority present in person or by proxy at any meeting at which a quorum is present shall be the act of the Members. Proxies shall be valid for a maximum period of one hundred eighty (180) days following issuance of same, unless sooner revoked, and must be filed with the Association at least twenty-four (24) hours before the appointed time of any meeting. If any meeting of Members cannot be organized because a quorum is not present, a majority of the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

3.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary of the Association, unless waived in writing by all Members, to each

Member at his address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than ten (10) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held in the second week in February of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. Special meetings of the Members shall be held whenever called by the President or any two (2) Directors and must be called upon receipt of a written request signed by Unit Owners with one-third (1/3) or more of all votes entitled to be cast.

3.5 Method of Conducting Meetings. All Membership meetings will be conducted in accordance with the then current edition of Robert's Rules of Order. The President shall preside at all Membership meetings and the Secretary shall record the resolutions passed at such meetings. The President shall count the votes at Membership meetings. Membership meeting may be electronically recorded with the prior approval of the President. Requests for permission to electronically record a Membership meeting must be made, in writing, no less than forty-eight (48) prior to the convening of the meeting.

3.6 Action by Written Ballot. As permitted by Wis. Stats. § 181.0708, any action that may be taken at any Membership meeting may be taken without a meeting if the Association delivers a written ballot to every Member entitled to vote on the matter and the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the action at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Solicitation of votes by written ballot and revocation of same shall be governed by the Corporate Law.

ARTICLE IV

Board of Directors

4.1 Number and Qualification of Directors. The initial Board of Directors shall consist of three (3) persons, as designated in the Articles of Incorporation of the Association or as thereafter appointed by Declarant, who need not be Members. The initial Board of Directors shall hold office for the term as set forth in paragraph 4.3 below. After the Declarant no longer controls the Association, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 4.3 below and, all five (5) of the Directors must be Members of the Association.

4.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association as provided in the Act, the Corporate Law, the Declaration, the Articles of Incorporation or herein shall be exercised by the Board of Directors, except as may be delegated to the Executive Committee as hereinafter provided. The Board of Directors may obtain and pay for the services of any person or entity as a managing agent to. manage the affairs of the Association to the extent the Board of Directors deems advisable. The Board of Directors may hire such other personnel as it shall determine for the proper operation of the Condominium. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Act, the Corporate Law, the Articles of Incorporation and these Bylaws.

The Board of Directors may borrow money for and on behalf of the Association as it deems advisable and necessary for the operation of the Association and may pledge, mortgage or grant security interests in the assets of the Association; provided, however, the Board of Directors may not borrow, in the aggregate, more than Five Thousand Dollars ($5,000.00) in any twelve (12) month

period and may not pledge, mortgage or grant a security interest in the assets of the Association without the prior approval of a Majority of the Unit Owners given at a regular or special meeting of the Members. The Board of Directors may acquire and convey property both real and personal, tangible and intangible, of any kind or nature for and on behalf of the Association as it deems advisable and necessary for the operation of the Association. All such property shall be titled in the name of the Association. The Board of Directors may not acquire or convey property with a cost of more than Five Thousand Dollars ($5,000.00) without the prior approval of a Majority of the Unit Owners given at a regular or a special meeting of the Members.

4.3 Election and Term of Directors. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Members, other than the Declarant, shall hold a meeting and elect at least twenty-five percent (25%) of the Directors. At this Member meeting, the number of Directors shall be increased to four (4) to accommodate the new Member elected Director in addition to the three (3) Declarant designated Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Members, other than the Declarant, shall hold a meeting and elect at least thirty-three and one-third percent (33 1/3 %) of the Directors. At this Member meeting, the number of Directors shall be increased to five (5) to accommodate the new Member elected Directors in addition to the three (3) Declarant designated Directors. Not later than forty-five (45) days after the Declarant relinquishes control of the Association, the Members shall hold a meeting and elect five (5) Directors to hold office until the next annual meeting of the Members of the Association. At the first annual meeting of the Association after the Declarant relinquishes control of the Association, the Members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

(a) Three (3) Directors whose terms will expire after one (1) year, at the next annual meeting of the Association.

(b) Two (2) Directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election.

The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years and until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one (1) class shall expire in each year.

4.4 Executive Committee. The Directors may elect, from the Board of Directors and officers of the Association, an Executive Committee consisting of three (3) or more individuals for the transaction of such business of the Association as may require their attention between the meetings of the Board of Directors of the Association. The Director elected by the Commercial Unit Owners will, if he/she wishes, be a member of any Executive Committee. All business transacted by such Executive Committee shall be submitted to and be approved by the Board of Directors at their next regular meeting if required. The Executive Committee shall constitute a standing Board of the Association, a majority of which may sit in the absence of the regular or special meeting of the Executive Committee and shall have such power and authority as may be conferred upon it by the Board of Directors.

4.5 Vacancies. Vacancies on the Board of Directors or the Executive Committee for any reason other than removal by a vote of the Members shall be filled by a vote of the majority of the remaining Board or Executive Committee, even though they may constitute less than a quorum, and each person so elected shall be a Director or a member of the Executive Committee until a successor

is elected at the next annual meeting of the Members or the Directors at which that class of Directors or the Executive Committee is to be elected.

4.6 Removal of Directors or Members of Executive Committee. At any regular or special meeting duly called, any one or more of the Directors or members of the Executive Committee may be removed, with or without cause, by a Majority of the Unit Owners, in person or by proxy, and a successor may then and there be elected to fill the vacancy thus created.

4.7 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the Members. Notice of the regular annual meeting of the Board of Directors shall not be required.

4.8 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or three (3) Directors on three (3) days' prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

4.9 Waiver of Notice. Before, at or after 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 of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.10 Quorum of Directors - Adjournments. Except as otherwise provided herein, at all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

4.11 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for the Association's funds must furnish adequate fidelity bonds. The premiums on any such bonds shall be paid by the Association.

ARTICLE V

Officers

5.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Such officers may appoint assistant officers, subject to the approval of the Board. Upon the affirmative vote of a majority of the Directors, any officer or assistant officer may be removed, with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.

5.2 President. The President shall be selected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer if so designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein.

5.3 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 both the President and the Vice-President are unable to act, the Board of Directors shall appoint a Director 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 of Directors.

5.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's minute books, Membership List, and records, and shall, in general, perform all duties incident to the office of Secretary.

5.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all 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. The Treasurer shall also be responsible for the billing and collection of all Common Expenses, assessments, fines, penalties, and special assessments made by the Association.

5.6 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 man 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.

5.7. Compensation. No Director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association, other than for reimbursement of expenses incurred in the scope of his duties, except by specific resolution of a Majority of the Members.

ARTICLE VI

Operation of the Property

6.1 The Association. The Association, through the Board of Directors and/or the Executive Committee, shall be responsible for the administration and operation of the Condominium, in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the Rules established hereunder. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium.

6.2 Rules. The Association, through the Board of Directors, may, from time to time, adopt Rules governing the operation, maintenance and use of the Units, the Common Elements and the Limited Common Elements by the Unit Owners, families, lessees, guests and Occupants. Such Rules of the Association shall not be inconsistent with the conditions, covenants, restrictions and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and Limited Common Elements by persons entitled thereto. The Members and their families, lessees or guests and any Occupants of the Units shall conform to and abide by all such Rules. A violation of any such Rules shall constitute a violation of the Declaration and these Bylaws. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate including fines, penalties and/or special assessments (hereinafter collectively "Fines"). Any such Fines shall be deemed liquidated damages for breach of the Rules of the Association which are accepted by Unit Owners upon becoming a Member of the Association. Any such Fines shall be deemed to be assessments in the same manner as Common Expenses and shall be collected in the same manner as Common Expenses. The Rules may be altered and amended or repealed in the discretion of the Board of Directors.

6.3 Common Expenses. The Board of Directors shall determine the Common Expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each Unit to meet the estimated Common Expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the Units and allocated among the Members of the Association according to their respective Interests as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first (1st) day of each month. All assessments until paid, plus all accrued interest and actual costs of collection, including actual attorneys' fees, shall constitute a lien on the Units on which they are assessed, as hereinafter provided. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent *(12%)* per annum until paid in full. The Board of Directors may establish "late fees" or other forms of assessment for delinquent payments of assessments by Members. The Association shall be entitled to any legal or equitable remedies to collect such delinquencies. Each Unit Owner shall be obligated to pay Common Expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

6.4 Operating Budget. The annual operating budget shall provide for two (2) or more funds, one of which shall be designated the "Operating Fund" and one of the others the "Working Capital Fund", the funds for which may be kept in the same depository account maintained by the Association, with no obligation to separate or segregate the funds. The Operating Fund shall be used for all Common Expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the Common Elements and Limited Common Elements, management services, insurance, common services, administration, materials and supplies. The Working Capital Fund shall be used as described in the Declaration or as provided herein. In the event the Association

incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the Operating Fund may be charged against the Working Capital Fund or such other reserve fund as may be established by the Board. Alternatively, if the annual assessment based on the budget proves inadequate, or if special circumstances arise, then the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

The Working Capital Fund and other reserve funds may also be used to discharge mechanic's liens or other encumbrances levied against the Condominium or against each Unit, if resulting from action by the Association. The Unit Owner or Owners responsible for any lien, which is paid by the Association but is not the obligation of the Association, shall be specially assessed for the full amount thereof. The Directors may also use the Working Capital Fund or other reserve funds for the maintenance and repair of any Unit if such maintenance and repair, although the obligation of the Unit Owner, is necessary to protect the Condominium. The full amount of the cost of any such maintenance or repair shall be specially assessed to the Unit Owner responsible therefor.

The annual budget shall be prepared and determined by the Board on or before January 31st of each calendar year. The Board of Directors shall advise all Members of the Association in writing of the amount payable on behalf of each Unit by the date of the annual Members' meeting and shall furnish copies of the budget on which such common charges are based to each Member.

If within fifteen (15) days after the annual Membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by Members representing more than one third (1/3) of the Membership entitled to vote, then the Directors shall notify all Members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of a Majority of the Unit Owners may revise the

budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established by the Board; provided, however, that the annual budget and charges (except contributions to any reserve fund) may not be revised downward to a point lower than the average total budget for the preceding two (2) years. If a budget and charges have not been established and made for any two (2) preceding years, then the annual budget and charges (except contributions to any reserve fund) may not be revised downward until two (2) years of experience exist.

6.5 Default. If a Member of the Association is in default in the payment of any charges, expenses, assessments, and/or fines, (hereinafter collectively "Assessments") for a period of more than thirty (30) days (hereinafter "Delinquent Assessments"), the Association may accelerate the entire amount of the annual common charges and any other Assessments remaining unpaid with respect to such delinquent Member and his Unit for purposes of collection and/or enforcement of the lien against the Unit for all such unpaid Assessments. All Assessments, until paid, plus all accrued interest and actual costs of collection and actual attorneys' fees incurred in connection with collection, shall constitute a lien on the Units on which they are assessed if a statement of lien is filed, as provided in the Act, within two (2) years after the assessment becomes due. If a Member of the Association is delinquent, the Member, his family, lessees, guests and/or any Occupant of the Unit may be prohibited from using the fitness center and party room located in the Common Elements until all Delinquent Assessments have been paid. All matters concerning collection of Assessments shall be administered by the Board of Directors or the Executive Committee if the authority to handle same is delegated to the Executive Committee. If any Director or Executive Committee member is delinquent, the delinquent individual shall not be allowed to vote on any matters concerning the collection of such Delinquent Assessments. If the number of delinquent

Directors or Executive Committee members is such that the remaining individuals on the Board or Executive Committee do not constitute a quorum for purposes of taking any collection action, the nondelinquent individual(s) shall be able to take any action deemed advisable even though such individual(s) may constitute less than a quorum. In addition to any other action authorized for collection of Assessments as provided in the Act or the Declaration, any delinquent Director(s) or Executive Committee member(s) may be removed from office by a vote of a majority of the nondelinquent Directors even though such individual(s) may constitute less than a quorum of the Board. The Board of Directors shall also have the right to publish in the Common Elements of the Property the names of all Unit Owners who are more than thirty (30) days delinquent in the payment of their assessments. By acceptance of the deed to his Unit, each Unit Owner shall be deemed to have consented to such publication.

ARTICLE VII

Repairs and Maintenance

7.1 Individual Units. Each Unit Owner shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for such replacement, maintenance and repair with respect to his Unit. Except as otherwise provided herein, each Unit Owner, at his sole expense, shall be responsible for keeping the interior of his Unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for any repair, maintenance, replacement, decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the interior of his Unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the Unit in good repair, each Unit Owner shall be responsible for the maintenance, repair or replacement

of any interior electric wiring and conduit, fixtures, plumbing, water heaters, furnaces, doors and windows (including replacement of broken glass), steps, stairways, carpeting, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (whether located in a Unit or in a Common Element), dishwashers, disposals, laundry equipment such as washers and dryers, doorbells, or other equipment which services only the Unit.

7.2 Common Elements and Limited Common Elements. The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements and shall cause the same to be maintained, repaired, replaced and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual Unit Owners are responsible therefor. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a Unit Owner, his family, lessee or an Occupant of the Unit, in which case such expense shall be charged to such Unit Owner and his Unit), for accomplishment of all replacement, maintenance and repair with respect to the Common Elements and Limited Common Elements.

7.3 Disputes. In the event of any dispute between two or more Unit Owners including, but not limited to, a dispute concerning use or maintenance of a Unit, the Common Element or Limited Common Element, such dispute shall be submitted to the Board of Directors, in writing, and the determination of a majority of the Board shall be final and binding upon such Unit Owners. The Board may, but need not, hold a hearing at which all Unit Owners involved in the dispute will be entitled to present their side of the dispute. If the dispute involves a Director, a Member, who is not (i) involved in or would be affected by the dispute, (ii) related to anyone involved in the dispute, or (iii) likely to give testimony or present any evidence in the dispute, shall be appointed by the Board to take the place of such Director for purposes of deciding the dispute. The decision of the Board

shall be conclusive, final and binding on all parties to the dispute. The Board may, but need not, employ legal counsel to advise it as to the dispute. The cost of such counsel or of the hearing, if held, will be borne equally by all Unit Owners involved in the dispute, regardless of its outcome. If such costs are not promptly paid by the Unit Owners, they shall be deemed to be, a special assessment against the Unit Owner and his Unit, will bear interest and Fines and may be collected in the same manner as any other Common Expenses which are assessed against Units.

7.4 Association Services and Insurance. The Association may provide any service or maintenance requested by a Unit Owner or Owners with respect to individual Units or Limited Common Elements that the Association is able and willing to provide or perform, and shall specially assess such requesting Unit Owner or Owners therefor. The Association may also provide insurance coverages for specific Units, upon request, and collect for such premiums from the Unit Owner, as provided in the Declaration.

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 Rules. The Units and the Common Elements and Limited Common Elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the Rules including the following:

(a) Use. No Residential Unit Owner shall occupy or use his Unit or the Limited Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Unit Owner, his family, guests, lessees or any Occupant, except as otherwise provided in the Declaration. No waste will be committed in the Condominium. Commercial Units shall be occupied and used as provided in the Declaration or as may hereafter be provided in these Bylaws or the Rules. Use of Common Elements may be

regulated by the Board, and Rules may be established for such purpose. Notwithstanding the foregoing, the use of the Limited Common Element appurtenant to Roof Unit 700, as defined in the Declaration, shall be governed by the Declaration and may not be amended or restricted without the written consent of the Owner of Roof Unit 700. The Association may permit (in the form of a revocable, non-assignable license, the Unit Owners of the Soap Works Condominium, which is adjacent to the Condominium, access to and use of the fitness center and party room located in the Common Elements of the Condominium, with or without charge.

(b) Obstructions. There shall be no obstruction of the Common Elements.

(c) Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on same, without the prior consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements or Limited Common Elements, or which would be in violation of any law or ordinance.

(d) Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited Common Elements without the prior consent of the Board. This rule does not apply to Declarant as provided in the Declaration, nor does it apply to signs of the Commercial Unit Owners as permitted by the Declaration.

(e) Animals. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements or Limited Common Elements, except as provided in the Declaration or as may hereafter be permitted under these Bylaws or the Rules. In all cases, any dog, cat or bird permitted in the Condominium shall be either carried or secured by leash in any of the public portions of the Condominium. If the Association receives complaints concerning the behavior of any pet in the

Condominium, the Board of Directors will issue a written warning requiring the animal to receive training at an animal obedience/training school at the Unit Owner's expense. The pet owner shall provide written evidence of course completion by the pet within forty-five (45) days after issuance of the first warning. If complaints persist after completion of such training, the Board of Directors may issue additional warnings. Upon issuance of a third warning, the Board of Directors will require that the pet be permanently removed from the Condominium. A Unit Owner's repeated failure to clean up and dispose of his pet's waste on the Property in a proper manner after receipt of three (3) written warnings shall be grounds for removal of the pet from the Condominium.

(f) Noxious Activity. No loud, noxious or offensive activity shall be carried on in any Units or in the Common Elements or Limited Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Board or as otherwise provided in the Declaration for Roof Unit 700 and its appurtenant Limited Common Element. This shall not apply to the Declarant during any period in which the Declarant is constructing, remodeling, operating or selling Units in the Condominium.

(h) Except with the prior permission of the Board of Directors, no trucks, buses, trailers, campers, snowmobiles, boats or vehicles other than private passenger cars, station wagons, recreational pick up trucks, minivans or motorcycles shall be parked on the Property except in connection with the normal course of construction or for services rendered to a Unit. No portion of the Property shall be used for vehicle storage, repairs, painting or similar activities.

The above Rules and those which may be hereafter adopted by the Board are in addition to the conditions, covenants, restrictions and easements set forth in the Declaration, and in the event of a conflict herewith, the Declaration shall govern.

8.2 Maintenance and Repair of Units. Every Unit Owner must perform properly or cause to be performed all maintenance and repair work within his own Unit which if omitted would affect the Condominium in its entirety or in any portion belonging to other Unit Owners, and such Unit Owner shall be personally liable to the Association or to Unit Owners, as the case may be, for any damages caused by his failure to do so.

8.3 Limited Common Elements. Every Unit Owner must keep the Limited Common Elements appurtenant to his Unit in clean and proper condition in accordance with the provisions of the Declaration, these Bylaws and the Rules.

ARTICLE IX

Insurance

9.1 Casualty Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, casualty insurance as provided in the Declaration insuring the Condominium (but not including furniture, furnishings or other personal property supplied or installed by Unit Owners, unless otherwise provided by the Association), together with all heating or air conditioning equipment and other service, plumbing or utility machinery contained therein, all Common Elements and all Limited Common Elements. Such insurance shall cover the Condominium and shall name as insureds the Association, Unit Owners and Mortgagees as their interests may appear, in an amount equal to not less than the replacement value of the Property. Each policy shall provide that proceeds shall be payable to the Association as trustee for all Unit Owners and their Mortgagees, as their interests may appear.

9.2 Waiver of Subrogation; Appraisal. All policies of casualty insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Association. Every year, the Board shall review the coverages provided by such insurance and may obtain an appraisal from a fire insurance company or qualified real estate appraiser of the full replacement value of the Property for the purpose of determining the amount of insurance to be carried in view of the need for full replacement coverage.

9.3 Liability Insurance. The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board may from time to time determine (provided that such limits shall at all times equal or exceed the limit established by Declarant set forth below), covering The Association, each Director and Officer, the managing agent or manager (if any), and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Directors following the first annual meeting of the Unit Owners after the Declarant no longer controls the Association, such public liability insurance shall be in a single limit of at least $1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. The Board shall obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws and may obtain such other forms of insurance coverage as are deemed necessary or advisable.

9.4 Appointment of Association. By acceptance of the deed to his Unit, each Unit Owner shall be deemed to have appointed the Association as his attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable,

the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose and the restoration or reconstruction of the Condominium as provided in Article X herein.

9.5 Unit Owner Insurance. Unit Owners or their Mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance. The insurance obtained by the Association need not cover the contents of Units or public liability claims arising out of occurrences happening within the boundaries of the Units.

ARTICLE X

Damage and Reconstruction

10.1 Minor Damage. In the event of any damage to or destruction of the Property in an amount equal to or less than ten percent (10%) of the replacement cost of the entire Condominium, whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction of such damaged portion of the Property substantially in accordance with the original plans and specifications of such portion (including any damaged Units, but not including any wall, ceiling or floor decorations, painting or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a

Common Expense and the Board of Directors shall assess the Unit Owners for such deficit as part of the Common Expenses.

10.2 Major Damage. In the event the Property is destroyed or damaged in an amount in excess of ten percent (10%) of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than eighty percent (80%) of the cost of completing repair or reconstruction, the Association, by vote of at least seventy-five percent (75%) of all Unit Owners, may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether to repair or reconstruct, the Directors shall arrange for such repair or reconstruction in accordance with Section 10.1 herein. If the Association determines not to repair or reconstruct, the Property shall be deemed to be owned in common by the Unit Owners in proportion to their respective Interests and shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net insurance proceeds, shall be divided by the Board of Directors among all the Unit Owners in proportion to their respective Interests after first paying out of the share of each Unit Owner, to the extent sufficient for the purpose, all amount due Mortgagees. In the event the Property is destroyed or damaged in an amount in excess of ten percent (10%) of the replacement cost of the entire Condominium, and insurance proceeds are equal to or greater than eighty percent (80%) of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with Section 10.1 herein.

10.3 Conflict. In the event of a conflict between the Declaration and Article X of these Bylaws relating to damage and repair thereof in the Condominium, the provisions of Article X of the Bylaws, as it may be amended from time to time, shall govern.

ARTICLE XI

Condemnation

11.1 Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements of the Property exclusive of any of the Units, the award made for such taking shall be payable to the Association. The Association shall promptly undertake to restore, rebuild or relocate the Common Elements. The proceeds of the award shall be disbursed to effect such restoration, reconstruction or relocation (hereinafter collectively "Restoration") and any costs in excess of the award shall be a Common Expense. The Board of Directors shall effect such Restoration in the same manner as provided in Section 10.1 in the case of damage or destruction. If Restoration is not undertaken, the proceeds of the award shall be disbursed to the Unit Owners in proportion to their respective Interests.

11.2 Units. In the event of a taking in condemnation or by eminent domain of any of the Units or the Limited Common Elements appurtenant thereto, exclusive of the Common Elements, or of any of the Units or the Limited Common Elements appurtenant thereto and a portion of the Common Elements, the Association, by vote of a Majority of the Unit Owners taken within 90 days of payment of the award (or other payment if conveyed in lieu of such taking), shall determine whether to permit Restoration of the Units, the appurtenant Limited Common Elements and the Common Elements affected. If the Association determines to permit Restoration and the Unit Owners affected unanimously elect to undertake Restoration of their Units, the Board of Directors shall effect such Restoration in the same manner as provided in Section 10.1 in the case of damage or destruction, except that any cost of Restoration of Units in excess of the award shall be the sole expense of the Unit Owners of such Units. If the Association determines not to proceed with Restoration or fails to vote within said 90-day period or the Unit Owners affected do not

unanimously elect Restoration, the entire net proceeds shall be disbursed to those Unit Owners whose Units have been taken in proportion to their respective Interests. If any such Unit Owner is in default in paying Common Expenses, the amount of the unpaid Common Expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each Unit Owner shall execute a release, in form satisfactory to the Association, of his Interest in the Common Elements and shall thereafter no longer be considered a Unit Owner. The Interests of the remaining Unit Owners in the Common Elements shall be recomputed by the Board of Directors on a proportionate basis and the Declaration shall be amended as provided in the Act.

ARTICLE XII

General

12.1 Fiscal Year. The fiscal year of the Association shall begin on the 1st day of January, and end on the 31st day of December in each year.

12.2 Seal. The Board of Directors may, but need not, provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association and the words "Corporate Seal".

ARTICLE XIII

Amendments

13.1 Members. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the Members, at any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) of all of the votes entitled to be cast by Members of the Association.

13.2 Rights of Declarant. Notwithstanding Section 13.1 hereof, no amendment of these Bylaws shall alter or abrogate the rights of Declarant as contained in these Bylaws or the Declaration.

ARTICLE XIV

Miscellaneous

14.1 Record of Ownership. Every Unit Owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such Unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

14.2 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 any release of such mortgage, and the Secretary shall maintain all such information in the Membership List 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.

14.3 Indemnity of Officers and Directors. Every person who is or was a Director or an officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) 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 negligence or 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 negligence or 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 are or may be entitled under the Corporate Law. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions, to the extent not covered by insurance, shall be treated and handled by the Association as Common Expenses.

14.4 Subordination. Except as otherwise provided herein, these Bylaws are subordinate and subject to all provisions of the Declaration, the Act, the Corporate Law and any amendments thereto, which shall control in case of any conflict. The Declaration is subordinate and subject to all provisions of the Act, the Corporate Law and any amendments thereto, which shall control in case of any conflict.

14.5 Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these Bylaws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, whenever the context so requires. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have

been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

14.6 Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the registered agent of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any Unit Owner shall be mailed or hand delivered to his Unit or to such other address as may have been designated by him on the Membership List, from time to time. All notices to Mortgagees shall be mailed or hand delivered to their respective addresses, as designated by the Unit Owner or the Mortgagee on the Membership List, from time to time. All notices shall be deemed to have been given when mailed or transmitted electronically, except notices of change of address which shall be deemed to have been given when received. Notices to the Unit Owners or their mortgagees need not be mailed by registered or certified mail. In lieu of mailing, notices may be sent by electronic transmission, with confirmation of receipt, to a telephone number provided by a Unit Owner or a Mortgagee for the Membership List.

14.7 Board Consent. In any instance herein in which the consent of the Board is required, such consent may be given or withheld in the sole discretion of the Board, and any consent may conditioned upon fulfillment of such requirements as the Board, in its sole discretion, may impose.

14.8 Informal Action and Telephonic Meetings. Any action which is required to be taken at a meeting of the Board of Directors or the Members or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by sixty-six and two thirds percent (66 2/3%) of the Directors or by not less than eighty percent (80%) of the Members entitled to vote with respect to the subject matter. Such consent shall

have the same force and effect as a unanimous vote and notice of such consent shall be provided as required under the Corporate Law.. Regular and special meetings of the Directors may be held by telephonic conference or by any other means of conference communication.

End of Bylaws