ARTICLE VII

AMENDMENTS TO BYLAWS

7.1 BY UNIT OWNERS.

These Bylaws may be amended or repealed and new Bylaws adopted at any annual or special meeting of the Association noticed for that purpose by an affirmative vote of the Unit Owners or Designees entitled to vote representing four-fifths of all the Units.

7.2 BY THE BOARD.

These Bylaws may also be amended or repealed and new Bylaws adopted by the Board upon a unanimous vote of all Directors,; provided that no Bylaws adopted by the Unit Owners shall be amended or repealed by the Board if the Bylaw adopted by the Owners so provides.

ARTICLE VIII

MISCELLANEOUS

8.1 INDEMNITY OF OFFICERS AND DIRECTORS.

a) All Officers and Directors of the Association (together with their personal representatives, heirs, successors, and assigns) shall be indemnified by the Association against all loss, liability, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding in which that person is a party by reason of being such a Director or Officer, provided the Director or Officer acted in good faith and without willful or intentional misconduct. In the event of any settlement, indemnification shall be provided only for such matters covered by the settlement as to which the Association is advised by counsel that the indemnitee acted in good faith and without willful or intentional misconduct as such Director or Officer with respect to the matter in issue.

b) All rights of indemnification shall be in addition to all other rights such Officers or Directors may have as a matter of law.

c) The Association may, upon resolution of the Board, similarly indemnify any present or former employee of the Association for any act or omission on his/her part as such employee, with or without limitations as the Board may determine appropriate.

d) All liability, costs and expenses incurred by the Association by reason of any indemnification of Officers, Directors, or employees as provided under this Section or by reason of indemnification of any other person as may be required by law, shall be considered a common expense.

e) The Association shall not be required to indemnify any Unit Owner or joint Owner (regardles of whether such person is or has been an Officer, Director or employee of the Association) for an liability, costs or expenses incurred as a Unit Owner or joint Owner under the Act, the Declaration, the Articles, these Bylaws or any Rules or Regulations.

8.2 MAILING ADDRESS

The mailing address of the Association shall be Twelve Bridges Owner's Association, Inc., c/o Republic Savings and Loan Association, to the Attention of Mr. K. Terrence Wakefield, 8200 West Brown Deer Road, Milwaukee, Wisconsin 53223.

8.3 SUBORDINATION OF BYLAWS.

The Bylaws are subordinate and subject to the Declaration and any amendments thereto, which shall control in case of conflict.

8.4 SEVERABILITY.

The invalidity or unenforceability of any term, condition or provision of these Bylaws for any reason, by judgment or court order, shall in no way affect the validity and enforceability of the other terms, conditions and provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being all the initial Directors appointed by Declarant acknowledge the adoption of these Bylaws this _____ day of _____, 1981.

_____
K. Terrence Wakefield - Director

_____
George D. Radler - Director

_____
Donald F. Contardi - Director

2092B

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION

OF

TWELVE BRIDGES OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock non-profit corporation under the provisions of the Wisconsin Non-stock Corporation Law (Chapter 181 of the Wisconsin Statutes, hereafter called the Non-stock Corporation Law) and pursuant to the provisions of the Condominium Ownership Act (Chapter 703 of the Wisconsin Statutes) does hereby adopt the following as the Articles of Incorporation of such corporation.

ARTICLE I
NAME

The name of this corporation shall be "Twelve Bridges Owner's Association, Inc."

ARTICLE II
PERIOD OF EXISTENCE

The period of existence of this corporation shall be perpetual.

ARTICLE III
PURPOSES

The purposes for which this corporation is organized are as follows:

a) To serve as an association of unit owners who own real estate and improvements under the condominium form and use and ownership as provided in Chapter 703 of the Wisconsin Statutes, as the same may be amended, renumber or renamed from time to time (commonly known and hereafter referred to as the "Condominium Ownership Act") and subject to the terms, conditions and provisions of the Declaration of Condominium (hereinafter called the "Declaration," as may be amended from time to time) for Twelve Bridges Condominiums (hereinafter called the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin;

b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Condominium Ownership Act;

c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Non-stock Corporation Law, subject to the Condominium Ownership Act and the Declaration.

ARTICLE IV
MEMBERS AND VOTING

The record owner of the fee title to any Unit in the Condominium shall automatically, upon becoming such an owner, be a member of this corporation and shall remain a member thereof until such time as his/her fee simple ownership interest in the Unit ceases for any reason, at which time his/her membership in this corporation shall automatically cease. Joint Owners of a Unit shall share the one membership appurtenant to the Unit in the same manner as their tenancy or estate in the Unit, whether as joint tenants, tenants-in-common or otherwise. The respective rights and qualifications of each of the members of this corporation are set forth in the Bylaws of this corporation.

ARTICLE V
PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 8200 West Brown Deer Road, Milwaukee, Wisconsin 53223 and the initial registered agent shall be K. Terrence Wakefield, whose address is 825 North Jefferson Street, Milwaukee, Wisconsin 53202.

ARTICLE VI
DIRECTORS

The number of directors of this corporation shall be fixed in the Bylaws, but in no event shall be less than three (3) nor more than nine (9). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and/or the Bylaws of this corporation.

The number of directors constituting the intial Board of Directors shall be three (3) and the names and addresses of the initial directors are:

K. Terrence Wakefield

825 North Jefferson Street

Milwaukee, Wisconsin 53202

George D. Radler

605 North Broadway

Milwaukee, Wisconsin 53202

Donald F. Contardi

605 North Broadway

Milwaukee, Wisconsin 53202

ARTICLE VII
INCORPORATOR

The name and address of the incorporator of this corporation is:

Jeffrey P. Aiken
825 North Jefferson Street
Milwaukee, Wisconsin 53202

ARTICLE VIII
AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five (75%) percent of the entire membership of this corporation.

ARTICLE IX
STOCK, DIVIDENDS AND DISSOLUTION

This corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors or officers. This corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes.

This corporation may be dissolved with the written assent of not less than one-hundred (100%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations or an appropriate public agency or agencies, provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all the assets of the corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate this _____ day of March, 1981.

_____
Jeffrey P. Aiken

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of March, 1981 the above-named Jeffrey P. Aiken, to me known to be the person whose name is

subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

_____

_____
Notary Public, State of Wisconsin
My Commission: _____

This Instrument Was Drafted By
Frisch, Dudek and Slattery, Ltd.
By: Jeffrey P. Aiken, 825 North
Jefferson Street, Milwaukee,
Wisconsin 53202

2092B

TWELVE BRIDGES OWNER'S ASSOCIATION, INC.

*ESTIMATED PROJECTED ANNUAL OPERATING BUDGET
6-1-81 to 5-31-82

Income	
Washer and Dryers	$ 4,800
Expenses	
Utilities (water; heat; and common area electrical)	$ 45,000
Insurance (master policy)	$ 7,000
Janitorial	$ 10,000
Landscaping	$ 6,800
Reserve for Replacements	$ 5,000
Snow Removal	$ 1,200
Accounting and Legal	$ 1,000
Waste Removal	$ 2,000
Pest Control	$ 720
Supplies	$ 3,000
Director Liability Insurance	$ 600
Pool Maintenance and Expense	$ 1,500
Miscellaneous Maintenance	$ 4,000
Contingency	$ 4,000
Total Expenses	$ 91,820
Less Income	$ 4,800
NET OPERATING EXPENSES	$ 87,020

Estimated Monthly Assessments:

Unit Type	%	Ins. & Util.**	Other Common Exp.	Total/Mo.
A	1.0994	$45.15	$32.77	$77.92
B1	.8343	34.26	32.77	67.03
B2	.8505	34.93	32.77	67.70
B3	.9168	37.65	32.77	70.42
C	1.3496	55.42	32.77	88.19
D1	1.5559	63.90	32.77	96.67
D2	1.5096	61.99	32.77	94.76

*The above is based upon currently available information and present costs estimated for the first fiscal year of operation following completion of all Units and common area improvements and, as more data becomes available, the budget will be accordingly revised and adjusted.

Each Unit Owner is responsible for electrical and air-conditioning service for his/her Unit.

**Includes premiums for insurance maintained under Sec. 9.4 of Declaration, plus sewer, water and heating expenses and common area electrical expenses.

TWELVE BRIDGES

October 18, 1982

At the recent Board meeting of October 6th, 1982, a policy procedure by the Board of Directors regarding the payment of common monthly fees and a charging of late fees was adopted as follows:

"All maintenance fees are due the 1st day of each month with a grace period until the last business day of the month A penalty of $5.00 per unpaid monthly fee or portion thereof, will be assessed at the end of each month. Therefore, any amount less than full payment, including penalty, will necessitate another penalty."

April 21, 1998

TWELVE BRIDGES CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

The purpose of this document is to explain the rules, regulations, and enforcement procedures for all homeowners and residents of Twelve Bridges Condominium Association. The rules and regulations stipulated in this document supersede those covered in prior documents and the Twelve Bridges Condominium Association by-laws.

The rules and regulations are written under the authority given the Board of Directors in the by-laws to govern the operations and use of Twelve Bridges Condominiums. A breach of any of these rules could result in damage to the condominium and/or grounds or could result in injury to others. Any unit owner who, either themselves or whose guests or tenant(s), breaks the rules is liable to the Twelve Bridges Condominium Association for all damages.

All owners of Twelve Bridges Condominium Association are expected to become familiar with each rule and regulation. In addition, it is the unit owner's responsibility to inform their guests and tenants of these rules. If questions arise, please write them down and either mail them to a Board member or present them at a scheduled Board of Director's meeting. Detailed interpretation may require a special meeting or consultation with legal counsel.

TWELVE BRIDGES CONDOMINIUM ASSOCIATION
RULES AND REGULATION ENFORCEMENT PROCEDURES

1. Notice of violations of Twelve Bridges Condominium Association rules and regulations will be written and hand delivered or mailed via certified letter to the owner (violator) by a Twelve Bridges agent or a member of the Twelve Bridges Board of Directors.

2. The owner has seven days to comply to the rules and regulations.

3. If the owner does not comply within seven days he/she will be requested to appear at the next Board of Directors' meeting to explain why he/she has not complied.

4. The Board of Directors will make a final decision on the violation and liquidating damages.

   NOTE: If a Board member is the complainant, then he/she will not take part in the final decision making process.

5. All funds collected for liquidating damages will be deposited into the Twelve Bridges Condominiums' general operating fund.

6. For non-payment of liquidating damages refer to rule 9.2 in the Declaration.

TWELVE BRIDGES CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

General procedures for enforcing rules and regulations.

A. The first step towards enforcement of any rule is for any owner who observes the infraction to politely remind the violator of the rules and regulations. A tactful approach is recommended.

B. If the violation persists, please write or call a member of the Twelve Bridges Board of Directors.

   Be prepared to give specific details and relevant facts such as the time, date, frequency of infraction, location, etc.

C. The Twelve Bridges Board members will attempt to resolve the problem. If the problem persists, the Board of Directors, and possibly legal counsel will take action.

EXPLANATION FOR RULES AND REGULATIONS EXISTENCE

One or more of the following explanations may apply as the reason certain rules or regulations exist. The number of the explanation that applies is indicated after each rule or regulation.

1) Could result in damage.

2) Gives a non-uniform or unsightly appearance.

3) Could lessen property values.

4) Could create a safety hazard.

5) Could result in higher insurance costs.

6) Infringes on the rights of others.

7) As a convenience to others.

8) Not included in the normal maintenance fees.

9) Property of the owner.

10) Could cause interference.

11) May need special material for installation.

AIR CONDITIONERS

* Window air conditioners are not allowed.

* The wall air conditioners are the property and responsibility of the unit owner.

LIQUIDATING DAMAGES - $25.00 or the cost of returning the building to its original condition. (Explanations #1, 2, 3, and 11 apply)

ANIMALS

* Dogs are NOT allowed.

* Cats and small indoor pets are allowed. Pets are NOT allowed to roam in the common areas inside or outside of the building.

* Breeding of pets is not allowed.

* Damage caused by a pet to the common area is the pet owner's responsibility.

NOTE: The Board of Directors may order a pet removed if warranted.

LIQUIDATING DAMAGES - $25.00 or clean-up and repair of any damage, whichever is greater. (Explanations #1 and 6 apply)

ANTENNAS

* Individual outside antennas or satellite dishes are not allowed.

LIQUIDATING DAMAGES - $25.00 or the cost of returning the structure to its original condition, whichever is greater. (Explanations #1, 2, 10, and 11 apply)

BALCONIES/PATIOS

* Cleaning and snow removal from balconies and patios is the responsibility of the unit owner.

* No clothing, bedding, towels, etc. shall be hung from the balconies at any time.

* Storage of lawn furniture, coolers, and bicycles on balconies and patios is prohibited.

* No permanent fixtures may be hung from balconies or patios.

* Small wind chimes and wind ornaments are acceptable. Wind socks are prohibited.

LIQUIDATING DAMAGES - $25.00 (Explanations #1, 2, and 6 apply)

BUILDING EXTERIOR

* No one except authorized personnel are allowed on any portion of the roof.

* No outside decorations are to be added to the building exteriors without prior approval of the Board of Directors. Flags may be displayed on Flag Day, the Fourth of July, Memorial Day, and Labor Day.

* Painting of the building exterior is prohibited.

LIQUIDATING DAMAGES - $25.00 or the cost of returning the structure to its original condition, whichever is greater. (Explanations #1, 4, and 5 apply)

CHRISTMAS TREES/DECORATIONS

* Real trees are allowed, but must be disposed of in a plastic bag. Needles that drop in the common areas must be picked up immediately.

* Real trees can be a fire hazard. No tree shall be left lit while the unit is unoccupied.

* Outside Christmas decorations must be removed and disposed of before January 31st.

LIQUIDATING DAMAGES - $25.00 (Explanations #2 and 4 apply)

DOORS

* Maintenance and repair of all doors pertaining to the unit is the responsibility of the unit owner. Refer to 1.19C - Vertical Boundaries.

* Appearance of permanent entryway doors shall not be altered without prior Board of Directors' approval.

LIQUIDATING DAMAGES - $25.00 or the cost of returning doors to their original appearance. (Explanation #2 applies)

EXCAVATIONS

* No excavations, drilling, or digging shall be performed in or upon any common area without prior written consent from the Board of Directors.

LIQUIDATING DAMAGES - $25.00 or the cost of returning the grounds to their original appearance. (Explanations #1 and 4 apply)

FEEDERS

* Feeders and feeding the local wildlife is prohibited.

LIQUIDATING DAMAGES - $25.00 or the cost of removal of feeders and restoring any damaged property to its original appearance. (Explanations #1 and 2 apply)

FLAMMABLE LIQUID

* Gasoline and other flammable liquids are NOT permitted in or around any building.

* Gasoline operated equipment is not allowed in any unit or storage area.

LIQUIDATING DAMAGES - $25.00 or the cost of damages. (Explanations #1 and 4 apply)

GARBAGE

* All garbage must be disposed of in the provided dumpsters.

* All cardboard boxes must be broken down and all recyclable materials must be disposed of in the recyclable material containers.

* Throwing debris off of balconies is prohibited.

LIQUIDATING DAMAGES - $25.00 or the cost of fines or clean-up. (Explanations #1 and 6 apply)

GRILLS

ALL GAS GRILLS MUST BE USED WITH EXTREME CAUTION

* All articles except ONE gas grill must be removed from balconies and patios by October 15th. These articles are not to be returned to the balconies or patios before May 15th.

* Charcoal grills are prohibited.

* Small grills are prohibited from being attached to balcony railings.

* One grill per unit is allowed.

* Any damage to the property of Twelve Bridges Condominiums due to the use of a grill is the responsibility of the unit owner.

LIQUIDATING DAMAGES - $100.00 or the cost of returning the structure and surrounding area to its original condition. (Explanations #1, 2, and 4 apply)

HALLWAYS/CARPETING

* Any unit owner, renter, or guest who soils or damages the common area carpet or walls shall be responsible for cleaning and repair.

* Door mats are allowed. Boots, shoes, bicycles, lawn chairs, trash receptacles, and bags shall not be left in the hallways.

LIQUIDATING DAMAGES - $25.00 or cost of returning the common area to its original condition. (Explanations #1, 2, and 8 apply)

MAIL BOXES

* The unit owners' last name should be displayed on the outside of the mail box.

* Please dispose of circulars, brochures, newspapers and advertisements that have been left in the open slot under the mail boxes for more than one week.

LIQUIDATING DAMAGES - None. (Explanation #7 applies)

LAUNDRY ROOMS

* Washers and dryers are provided. The use of common areas or patios and balconies for drying laundry is prohibited.

* When a washer or dryer malfunctions call the number posted in the laundry room. The Twelve Bridges maintenance crew will follow up.

* The washer runs approximately 35 minutes and the dryer runs 40 minutes. Please respect your neighbors by removing your laundry promptly.

* Remove lint from the dryer filter when finished.

* Laundry room trash receptacles are to be used only for lint and dryer sheets.

LIQUIDATING DAMAGES - $25.00 (Explanations #2 and 7 apply)

NOISE

* Excessive noise will not be tolerated, especially between the hours of 11:00 PM and 7:00 AM.

RESPECT FOR YOUR NEIGHBORS SHALL BE CONSIDERED AT ALL TIMES

LIQUIDATING DAMAGES - $25.00 (Explanation #2 applies)

PARKING/VEHICLES

* No vehicles shall be parked and not driven for more than 30 days without prior written consent of the Board of Directors.

* After 30 days a written notice will be placed on the window of the vehicle. The vehicle then must be moved within 10 days or the unit owner will be assessed liquidating damages of $5.00 per day until the vehicle is moved.

* Vehicles must be moved for snow removal.

* All homeowners have a deeded space that cannot be leased, rented, or used by anyone other than a Twelve Bridges resident.

* The outside parking areas designated for temporary use by guests and visitors are the four spaces between 3935 and 3965 S. 84th Street, and ten spaces by the pool area. Two other spaces have a reserved sign for the maintenance staff. The 14 spaces referred to above are available for temporary use on a first come first served basis.

* All vehicles shall be parked within marked parking spaces only.

* Draining of liquids and vehicle repair (except in an emergency) are not permitted.

* No vehicles may be left on stands, blocks, jacks etc.

* Campers, boats, and trailers are not permitted in parking areas.

LIQUIDATING DAMAGES - $25.00 or cost of cleanup. (Explanations #1, 2, and 7 apply)

POOL

* Pool rules and regulations are posted in the pool area.

* Pool rules must be observed by all residents and guests.

* Pool guests must be accompanied by a homeowner. A limit of five pool guests are allowed per homeowner.

* Homeowners must be present when children under 16 years of age are using the pool.

* Each homeowner is responsible for the behavior of their guests.

* Clean up of the pool area is the responsibility of the homeowner.

LIQUIDATING DAMAGES - $25.00 (Explanation #6 applies)

PLANTERS

* Planters are allowed on the patios and balconies from May 1st through November 1st. ALL PLANTERS MUST BE REMOVED DURING WINTER MONTHS.

LIQUIDATING DAMAGES - $25.00 (Explanation #2 applies)

SIGNS/WINDOW TREATMENTS

* Twelve Bridges wishes to maintain a neat and uniform appearance.

* No unit owner may erect or hang any temporary or permanent sign or banner without prior written approval from the Board of Directors.

FOR SALE SIGNS MAY BE DISPLAYED ONLY DURING THE HOURS OF THE DAY OF THE OPEN HOUSE.

LIQUIDATING DAMAGES - $25.00 (Explanation #1 and 2 apply)

SNOW REMOVAL

* Each unit owner is responsible for removing snow from their patios and balconies.

LIQUIDATING DAMAGES - $25.00 or cost of repair. (Explanation #1 applies)

STORAGE

* Balconies, patios, hallways, and parking stalls are not to be used for storage.

* Storing articles in hallways outside the locker rooms is a safety hazard and in violation of fire codes.

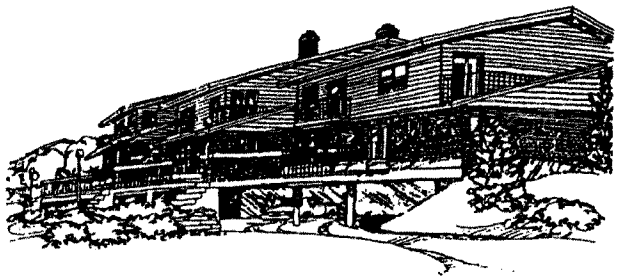
LIQUIDATING DAMAGES - $25.00 or the cost of fire code violation. (Explanations #2 and 4 apply)

WINDOW SCREENS

* Maintenance of windows and screens in individual units is the responsibility of the unit owner.

* All broken windows and screens must be replaced within two weeks of damage.

LIQUIDATING DAMAGES - $25.00 or the cost of returning the property to its original condition (Explanation #9 applies)



TWELVE BRIDGES CONDOMINIUMS

IMPORTANT OFFICIAL NOTICE

March 18, 2000

TO: ALL UNIT OWNERS AT TWELVE BRIDGES CONDOMINIUMS

It has come to the attention of the Board of Directors that there may be a misunderstanding among the Unit Owners about the effective date of the amendment to the Bylaws regarding owner-occupancy of Units which was approved at the annual meeting in June, 1999. The Board is aware of at least one incident in which a Unit Owner has rented their Unit after the June, 1999 meeting.

THIS IS YOUR OFFICIAL NOTICE from the Board of Directors that the effective date of the amendment to the Bylaws regarding owner-occupancy was June 10, 1999 (the date of adoption by the members). Enclosed for your records is a copy of the Amendment to Bylaws which, together with this notice, should be kept with your packet of "Disclosure Materials" for Twelve Bridges Condominiums (consisting of the Declaration, Bylaws (as amended), Articles of Incorporation and Rules and Regulations). It is each Unit Owner(s)' responsibility to maintain a current copy of the Disclosure Materials and make it available to any person who makes an offer to purchase their Unit.

In the case of Unit Owners who rented their Unit SUBSEQUENT TO JUNE 10, 1999, they will be allowed to continue to rent their Unit only UNTIL EXPIRATION OF THE CURRENT TERM OF THE LEASE WITH THE PRESENT TENANTS. After that expiration date, the Unit MUST BE OWNER OCCUPIED in accordance with the revised Bylaws.

Also, as explained at the 1999 annual meeting, Unit Owners who were renting their Unit at the time of the June, 1999 annual meeting are "grandfathered" and may continue to rent their Unit, notwithstanding the Amendment to the Bylaws. However, in the event such Unit Owners sell their Unit, the new Unit Owners will not be permitted to rent the Unit.

Failure to comply with this Amendment to the Bylaws will result in liquidated damages being levied against the Unit Owner. Failure to correct a violation will result in the Board taking legal action against the Unit Owner, the costs of which will also be levied against the Unit Owner. Failure to pay the liquidated damages or other costs levied will result in a lien against the Unit.

If you have any questions about the change in the Bylaws, please contact one of the Board members. Their names and phone numbers are posted on the bulletin boards in the laundry area of each building.

THE BOARD OF DIRECTORS OF
TWELVE BRIDGES OWNERS' ASSOCIATION, INC.

AMENDMENT TO BYLAWS

Adopted June 10, 1999

Section 6.6 of the Bylaws is created to read as follows:

6.6 OCCUPANCY OF UNITS.

(a) Units shall be used for residential purposes only. Units may be occupied only by the Unit Owner and/or his or her immediate family (to be liberally defined to include children, stepchildren, grandchildren, parents, brothers, sisters, nephews and nieces of the Unit Owner). Additionally, one adult invitee of the Unit Owner shall be permitted to occupy a Unit, provided that the Unit Owner resides in the Unit simultaneously with the invitee. No rental, lease or other occupancy of any Unit shall be allowed, subject only to the following exceptions:

(1) Unit Owners who have existing tenants as of June 10, 1999 (the date of enactment of this amendment).

(2) A fiduciary, such as a trustee, if the occupant of the Unit is a beneficiary of the fiduciary entity.

(3) Purchase money mortgagees of the Unit or the Association, where the Unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure.

(4) Special hardship exceptions whereby the Board of Directors shall have the authority to waive the requirements of this Section upon request of a Unit Owner if it determines that enforcement of this Section would result in an unreasonable hardship upon the Unit Owner. Any application for an exception under this subsection must be in writing and must specify the reasons for requesting the exception. The Board of Directors (or a committee of Unit Owners assigned by the Board of Directors for this purpose) shall convene a meeting within 30 days after receipt of the

request, advising the Unit Owner of the time and place of the meeting and giving the Unit Owner an opportunity to appear.

The Board or the committee shall decide whether or not to grant the hardship exception and shall give written notice of its decision and the reasons therefor to the Unit Owner within seven (7) days after said meeting. The decision shall be binding on the Association and all parties. A hardship exception will not be granted more than once for any Unit Owner. Leases approved under this subsection shall be for a period of not more than twelve (12) months in duration (subject to a one-time extension for a period not to exceed six (6) months upon re-application and re-approval by the Board). No Unit Owner shall be granted an exception under this subsection unless and until the Unit Owner has paid to the Association any and all unpaid common charges assessed against the Unit, and until the Unit Owner has satisfied any and all unpaid liens against the Unit, except permitted mortgages.

Every Unit Owner who is granted an exception under subsections (1) through (4) above is deemed to assign all rents and profits from any lease to the Association for the purpose of reimbursing the Association for any overdue assessments, special or ordinary, which may be levied by the Association against the Unit or the Unit Owner during the term of the lease.

(b) A violation of this Section 6.6 shall, in addition to any other remedy available to the Association, result in a special assessment against the Unit Owner in the amount of Fifty Dollars ($50.00) per day of violation, and a Unit Owner found to be in violation shall be responsible for all reasonable attorneys' fees incurred by the Association in connection with enforcing this Section.



TWELVE BRIDGES CONDOMINIUMS

IMPORTANT OFFICIAL NOTICE

March 18, 2000

TO: ALL UNIT OWNERS AT TWELVE BRIDGES CONDOMINIUMS

As you are all aware, new siding is being installed on all buildings. In an effort to protect and preserve the beauty and value of the new siding, the Board of Directors is HEREBY GIVING NOTICE that Unit Owners will no longer be permitted to install any hanging devices, decorations or any other items of a permanent nature on the exterior of any building. This means that no holes may be punched, and no screws, bolts or other hanging apparatus may be placed in the soffits, siding, flashing or any other part of the exterior of any building.

If you have any questions or concerns about this new policy, please bring them up for discussion at the annual meeting in June, 2000.

THE BOARD OF DIRECTORS OF

TWELVE BRIDGES OWNERS' ASSOCIATION, INC.